

Order

MF-38040

Date

22/11/2021

Our reference

Mavis Ratshili

Delivery address

JETPAR

21 Jet Park Road

Boksburg

Gauteng

South Africa

Requested delivery date

19/11/2021

Billing address

JETPAR

21 Jet Park Road

Boksburg

Gauteng

South Africa

RENTTECH SOUTH AFRICA (PTY) LTD
1 MANCHESTER ROAD, WADEVILLE,
GERMISTON

Currency

ZAR

Payment term

30 Days

Delivery term

-

Your reference

Additional information

QUOTE NO. 1500-00001785 RENTAL PERIOD 22.11.2021 TO 30.01.2022

Item number	Description	Quantity	Unit price	Total amount
-	DIESEL BROWSER -800L WITH 12V ELECTRIC	1.00 -	11,200.00	11,200.00
Total, VAT excluded: 11,200.00 ZAR				

GENERAL CONDITIONS OF PURCHASE

1. DEFINITIONS

"Order" and "Purchase Order" shall mean Purchaser's official order on the Seller to which these conditions are annexed.

"Purchaser" and "PRINCIPAL CONTRACTOR" shall mean Babcock Africa Services (Pty) Ltd.

"Seller" and "CONTRACTOR" shall mean the person, firm or company with whom the Order is placed.

"Works" shall mean all materials and/or services (including where applicable design and workmanship) to be supplied or performed in terms of the Order placed

2. CESSION AND ASSIGNMENT

The Seller shall not cede nor assign any of its rights or delegate any of its obligations in terms of the Order without the prior written consent of the Purchaser.

3. RESPONSIBILITY

The Seller is responsible for the execution of the Order in the precise terms and scope stipulated by the Purchaser in the Order. The Purchaser will not be obliged to accept or pay for any Works supplied which are not in accordance with the Order as amended in writing from time to time.

4. DRAWINGS, DATA, INFORMATION ETC.

4.1 Any plans, patterns, drawings, designs or other information supplied by the Purchaser to the Seller in connection with the Order shall remain the property of the Purchaser. Any information derived therefrom or otherwise communicated to the Seller is strictly confidential and shall not, without the prior written consent of the Purchaser, be published or disclosed to any third party or used by the Seller except for the purpose of executing the Order. Unless otherwise agreed in writing such plans, patterns, drawings, designs or other information shall be returned to the Purchaser at the same time as the Works, covered by the order, are delivered.

4.2 The Purchaser may use the Seller's drawings for no other purpose than completing, operating, maintaining, adjusting and repairing the Works

5. ACCEPTANCE AND OWNERSHIP

5.1 The Purchaser shall have the right but not the obligation to inspect or to arrange for the inspection of any Works before despatch from the Seller's or Seller's sub-contractor's premises or at the delivery site as specified in the Order. Such inspection shall not relieve the Seller from any responsibility, liability and/or guarantees in respect of such Works, nor shall such inspection be interpreted so as to in any way imply the Purchaser's acceptance of the Works.

5.2 The Purchaser shall have the right but not the obligation to use any means it sees fit at any time;

5.2.1 To satisfy itself that the correct materials are being or have been used in the manufacture of the Works.

5.2.2 To inspect the Works at any stage of the manufacture.

5.2.3 To return the Works at the Seller's cost.

5.2.4 To reject the Works or any part or parts thereof at any time in the event that the Purchaser considers in its sole discretion that any inspection as described above reveals that the Works do not or are not likely to comply with the order.

5.3 In the event of the Purchaser not be able to, for any reason, accept delivery of the Works, the Works shall be stored at the Seller's risk and cost.

5.4 The Seller warrants good title to all material and equipment and ownership passes to the Purchaser on acceptance of the Works. Transfer or ownership to the Purchaser does not relieve the Seller from any obligations set out in the Order and these general conditions.

6. SELLER's WARRANTY

The Seller hereby guarantees;

6.1 The Works comply with the laws of the Republic of South Africa.

6.2 The workmanship and fitness for purpose and to meet performance criteria as specified in the Order

6.3 The Works for a period of 12 months from delivery. During such time the Seller shall be liable for the repair or replacement of any defective item, as the Purchaser shall in its sole discretion decide.

6.4 The Purchaser shall be entitled to have the defective item repaired or replaced by the Seller or any other person who the Purchaser may, in its sole discretion, determine and in addition thereto, to recover the cost of repairing or replacing the defective item from the Seller. In effecting these repairs or replacing the item, the Purchaser shall not be deemed to have waived any of its rights which it may have in law against the Seller and all such rights shall remain strictly reserved.

7. INDEMNITIES

7.1 By acceptance of this Order, the Seller indemnifies the Purchaser against,

7.1.1 All and any loss, damages, costs and claims whatsoever arising out of defective design, materials or workmanship.

7.1.2 All and any claims whether from suppliers to the Seller, non compliance of law of the country, royalties, licence fees, damages or other costs due to the use of any patents, patented apparatus, materials, devices or process forming the whole of, or incorporated in any Works and purchased under the Order.

7.2 The Purchaser shall be entitled to apply set off against the Seller, should the Seller owe any monies to the Purchaser.

8. TIME FOR COMPLETION

8.1 Seller acknowledges that time is of the essence of the Order. In the event that Seller is late in performing its obligations under the Order, the Purchaser shall be entitled to a penalty of 1% (one percent) per completed day or part thereof up to a maximum of 10% (ten percent) of Order value pursuant to clause 5.2.4.or:

8.2 In lieu of the foregoing the Purchaser shall be entitled to claim any damages suffered and to any other entitlement in law.

8.3 The Order and these conditions shall remain in full force and effect until all claims of the Seller against the Purchaser and all claims of the Purchaser against the Seller have been determined as permitted by law.

9. INSOLVENCY

If, whether before or after acceptance of the Order, the Seller becomes insolvent or bankrupt (whether under provisional or final order) or compounds or makes any arrangement with his or its creditors or being a company goes into liquidation (whether provisional or final) whether compulsory or voluntary (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or if any order relating to Judicial Management is made in respect of the company or if any Receiver or Trustee is appointed of the Seller's assets or any part thereof the Purchaser shall, without prejudice to any other right or remedy which it may have or which may have or shall accrue to it and without being liable for any loss, damages or costs whatsoever be entitled to accept the work done to date or cancel the order forthwith.

10. FORCE MAJEURE

The Seller shall not be held liable in respect of failure to fulfil its obligations under the order, when the reason for such failure is any occurrence entirely beyond the Seller's control including but not limited to, acts of God, war, civil unrest, fire, flood, explosions, riots or similar causes. In such events the Seller shall be given an appropriate extension of time to perform or the Purchaser may at its election request the Seller to suspend work.

11. DISPUTES

Any dispute arising out of or in connection with the order, which cannot be settled by parties, shall be submitted to arbitration, in Johannesburg in accordance with the provisions of the laws relating to arbitration in force in South Africa from time to time. This Order shall in all respects be governed and interpreted by the laws in force from time to time in the Republic of South Africa.

12. PAYMENT

12.1 Payment will be 30 days from the end of the month in which the invoice is received.

12.2 Invoices in duplicate must be received by the Purchaser before the 25th of the month.

12.3 The Seller will deduct retention of 10% of the Order value to cover for rectification of defects during the warranty period.

12.4 Price, currency and escalation are as specified in the Order

13. INSURANCE

13.1 Without limiting the Seller's liabilities or responsibilities in terms of this Order, the Seller will provide insurance to cover protection of its employees, legal liability, third party motor liability insurance and where the Seller is responsible for transportation of Works for the insurance during transit.

13.2 The Purchaser will have the right to examine the policies maintained by the Seller at any time before or during the execution of the Order.

14. LIENS

14.1 The Seller waives all liens and rights of possession resulting from the supply of the Works.

14.2 The Purchaser shall have a lien on all the Seller's tools & equipment on site until completion of the Works.

15. BONDS

The Seller shall, at his own expense furnish a performance guarantee from a surety approved by the Purchaser which guarantee shall equal 10% of the Order value