

## Winder Controls (Pty) Ltd – General Conditions of Purchase

1. **ACCEPTANCE** – Unless written objection is received by the Buyer within 7 days of the date of this order or by supplying any goods or services in accordance with this order, the Supplier will be deemed to have accepted that these general conditions of purchase shall prevail over all other conditions unless specifically stated the contrary in the body of the order.
2. **DEFINITIONS** - in terms of these conditions, the Buyer shall mean Winder Controls and the Supplier shall mean the person or body corporate or unincorporated including their legal representatives, successors and permitted assigns, who has accepted the order and for whom this order is intended as indicated on the face of this order. The Goods shall mean the goods and/or services supplied under the order. Additional definitions are available from the Buyer on request, which shall be deemed to be the only and correct definitions applicable to this order.
3. **DELIVERY** – Time is of essence and the Buyer reserves the right to cancel all or any portion of this order or apply any other remedy, without expense to the Buyer, if the Goods are not delivered by the time specified in the order. No Goods shall be delivered or shipped without the prior authorization of the Buyer.  
The Supplier agrees to do all things necessary to deliver the Goods at the times and places specified in the order. Delivery earlier than specified will only be accepted if agreed to in writing by the Buyer. Should the Buyer request in writing that delivery be delayed, the Supplier agrees to hold such Goods without extra charge until instructed to deliver.  
Unless specifically stated to the contrary on the face hereof, the delivery of Goods to the address specified is included in the price.  
Proof of delivery shall only be accepted on production by the Supplier of a dated delivery note bearing the signature of the Buyer's duly authorized representative.
4. **PRICE** – The price is fixed and firm and not subject to any increase, variation, escalation, foreign exchange adjustment, government duties or taxes, except to the extent specifically stated in the body of the order.
5. **TERMS OF PAYMENT** – Payment will be made 30 days after the end of the month during which the Goods are delivered to the Buyer's satisfaction, all conditions of the order have been complied with, and the Supplier's original invoice, statement and any supporting documents are received by the Buyer, unless as specified otherwise in the body of this order. Furthermore all deliveries received after the 25<sup>th</sup> of the month will only be processed in the following month.
6. **DISCLOSURE OF TECHNICAL INFORMATION** – All patterns, drawings, specifications, documents and other information necessary for fulfilment of the order (all of which are referred to herein as technical information) supplied by the Buyer shall remain their property and must be returned in good order and condition on request or on completion of the order, nor disclosed to any third party. By accepting this order, the Supplier will be deemed to have guaranteed not at any time to supply the technical information to any third party nor to supply goods or services to any third party based to any extent on the Buyer's technical information. This guarantee will survive the agreement under this order and the Supplier is deemed to have indemnified the Buyer against any loss or damages suffered as a result of the Supplier's failure to honour this guarantee.
7. **USE OF TECHNICAL INFORMATION** - Any drawings provided by the Buyer for the Supplier to use in manufacturing any goods or supplying any services may be provided in hard copy print form, electronically, or by fax. However, only a print bearing the original signature of a duly authorized representative of the Buyer shall be considered valid for manufacturing or construction and the Buyer shall not be responsible for any errors or omissions resulting for the Supplier's use of any other drawings not bearing such original signature unless he receives the Buyer's express written permission on the contrary. The onus is on the Supplier to ensure that he has in his possession and uses only the latest revision of any drawings. All documentation, drawings, catalogues, technical information, specifications and particulars provided by the Supplier in accordance with this order shall be checked by the Supplier who hereby warrants the correctness thereof. The Supplier indemnifies the Buyer against any loss or damages resulting from the Supplier supplying incorrect information. All documentation supplied by either the Buyer or the Supplier shall be in the English Language.
8. **QUALITY** – The Buyer reserves the right to reject the Goods if they do not correspond with the Order in quality, specification, fitness, description or quantity and to return reject Goods to the Supplier at the Supplier's expense.  
The Supplier shall provide prior to manufacture a Quality Control Plan specifying his proposed quality control activities for the scope of supply.  
The quality control plan shall include, as a minimum, contract/order reference, revision status, facility for Winder Controls / end user/ third party inspector approval and inspection intervention points(as applicable), inspection activities, acceptance criteria, verifying documents/ report/ record. The QCP shall be submitted within 5 working days of the buying order receipt. When indicated on the quality control plan Winder Controls, the verifying documents/ reports/ records shall be progressively compiled into a data package and handed over to Winder Controls.  
Deviation from quality control plan may only be permitted following approval in writing by the Quality Assurance department
9. **INSPECTION** - The Buyer's inspectors shall at all reasonable times have access to the premises of the Supplier or their sub-contractors for the purpose of inspecting and testing the Goods during or after manufacture and may reject or require the making good of anything that does not conform to the order. No such inspection or failure to inspect by the Buyer shall relieve the Supplier of any responsibility or liability in respect of such Goods.
10. **MATERIALS** – Any materials or equipment furnished by the Buyer to the Supplier shall be carefully preserved and protected by the Supplier while in the Supplier's possession or under his control and the Supplier will reimburse the Buyer for any loss or damage to such materials or equipment while in the Supplier's possession or control. The Buyer assumes no responsibility for materials furnished or services rendered by the Buyer, except as specially provided in this order. Materials must be strictly as stated on our drawings or parts lists, approval for substitution of materials not available must be submitted to the Buyer in writing. Material test certificates traceable to cast/ heat numbers shall be supplied to Winder Controls QA department for all cast, forged and non – commercial plate materials.
11. **TESTS** – The Supplier agrees, if required by and to the satisfaction of the Buyer to attend and conduct any tests or setting to work of the Goods supplied under this order without additional charge unless specifically agreed to the contrary. The Supplier agrees to such attendance at the times and places required by the Buyer.
12. **GUARANTEE** – The Supplier guarantees the Goods supplied to be fit for the service contemplated in the order for life and hereby agrees to guarantee the Goods against defective workmanship and material for a period of 15 months from date of putting into commercial service.
13. **PATENTS** – The supplier warrants that the goods do not infringe any patent design, trademark or other protected right and the Supplier undertake to indemnify the Buyer against all damages, loss or costs suffered by the Buyer in respect of any claim for infringement.
14. **SITE WORK** – If it is necessary for the Supplier to attend on site, the Supplier agrees to acquaint himself with all site conditions and to comply with all relevant procedures, rules and regulations pertaining to the site and to fulfil the order without extra charge for such compliance.
15. **RISK OF LOSS** – Until delivered to and accepted by the Buyer the Goods shall remain the risk of the Supplier who shall insure the same against all risks.
16. **PACKING AND SHIPPING** – All Goods are to be suitably packed or otherwise prepared for shipment and loaded onto transport so as to ensure their arrival in perfect condition. The Supplier shall provide packing so as to secure the lowest transportation and insurance rates and to meet carrier's requirements. No charges will be allowed for storage, packing, crating and cartage, unless stated herein. Each container must be marked to show purchase order and other information as directed. Each shipment must be accompanied by an itemized packing slip. All packing cases, barrels, or packing material will be considered not returnable, and will be destroyed or otherwise disposed as directed by the Buyer. If charged, they will be returned at the Supplier's expense.
17. **NOTICE TO SHIPPERS** – The Supplier will be responsible for any failure to give notice to shippers of loss, damage, incorrect delivery, delay, detention, in transit or non-delivery unless prior agreement has been reached with the Buyer to the contrary.
18. **CESSION** – The Supplier shall not cede, assign or sub-contract any part of this order or any of the rights in respect of this order, without written consent of the Buyer.
19. **CONFIDENTIALITY AND FURTHER UNDERTAKINGS**- Further to the provisions of clause 6 above, the Supplier agrees to hold all information pertaining to this order confidential and undertakes not to allow any details of the order to be revealed to any third party except to the extent as is absolutely necessary for fulfillment of the order. The information pertaining to this order (the Order Information), whether formally revealed to the Supplier or not, includes, but is not limited to, the aforesaid technical information, the Buyer's procedures and policies, the identity of the other sub-contractors, the identity of the Buyer's customers, the identity of the end user of the Goods, and any other information incidental to the process of fulfilling this order. The Supplier acknowledges that the Order Information represents intellectual capital belonging to the Buyer and has commercial value. The Supplier undertakes not, at any future time, directly or through any other parties, to use or adapt for use any Order Information to provide similar goods and/or services to any third party in competition with the Buyer. Should the Supplier, at any future time, be directly approached by the end user, client, customer or other sub- contractor as identifiable in the Order Information, for the supply of goods or services similar to those provided using the Buyer's technical information of this order, the Supplier undertakes to decline such business and to direct such enquiries to the Buyer. These undertakings will survive the agreement under this order and the supplier is deemed to have indemnified the Buyer against any loss or damage suffered as a result of the Supplier's failure to honour these undertakings and, in addition, the Supplier undertakes to pay over to the Buyer, immediately on demand, 25% of the total value of any orders received which relate to the Order Information.
20. **CANCELLATION** – The Buyer will have the right to cancel this order at any time with one week's notice and will pay a fair and reasonable price for the work completed to the date of the expiry of that notice, less salvage value.
21. **LAW APPLICABLE**- The construction validity and performance of the order shall be governed by the laws of the Republic of South Africa.
22. **DISPUTES** - Any disputes or difference that shall arise in the performance of the order, shall be resolved by mutual agreement. In the event that agreement cannot be reached, then either party may serve written notice on the other requiring that the matter be referred to a mediator without legal representation. The mediator shall be appointed by mutual agreement within 30 days of the aforesaid notice failing which either party may request the chairman for the time of the Johannesburg Bar Council to nominate a mediator. The mediator's requirements for representation, his findings, and appointment of costs shall be binding on both parties.