

- 1. Order**
 - a. Unless otherwise agreed to in writing, the under mentioned terms and conditions relating to a purchase order of Liebherr-Africa (Pty) Limited ("the purchase order"), represent the only terms and conditions upon which Liebherr shall procure the items or services as specified in the order ("the goods") from the service provider to whom the order is addressed ("the supplier").
 - b. Unless otherwise agreed to in writing, Liebherr shall not accept any other terms and conditions which the supplier may specify. In the event of any inconsistency between the terms and conditions and the purchase order, the purchase order will take preference.
 - c. Only orders on the Company's official form will be recognised.
 - d. Unless specifically agreed to in writing by a duly authorised Manager on behalf of Liebherr, no addition to or modification to the purchase order shall be binding on Liebherr and no goods and / or services shall be substituted for those specified therein except upon the written consent or instruction from Liebherr.
- 2. Authority**
 - a. The signatory on behalf of the supplier, by signing this Terms and Conditions of Purchase warrants that he is authorised to contract with Liebherr on the basis of these conditions on behalf of the supplier.
- 3. Confidentiality**

The supplier shall at all material times maintain confidentiality while rendering services to Liebherr, should the supplier have access to confidential information which must be protected from disclosure.
- 4. Payment**

Unless otherwise agreed to in writing, payment with a settlement discount of 2.5%. shall be affected by Liebherr within 30 days from date of statement and after receipt of an original tax invoice.
- 5. Delivery**
 - a. The goods and services provided will be made available at all reasonable times for inspection by Liebherr in order to ensure they meet the specification and required standard as stipulated and / or specified in the purchase order. Any non-compliance will lead to rejection thereof.
 - b. Title to the goods and risk of loss or damage to goods shall only pass to Liebherr on date of delivery.
 - c. If the supplier is unable to meet the specified delivery date on the purchase order, the supplier shall promptly notify Liebherr's contact person referenced on the said document. Such action shall not be interpreted as a waiver of any right or claim Liebherr may otherwise be entitled to in terms of the law or without any limitation or any provision in the purchase order.
 - d. Over-deliveries are at the suppliers sole risk.
 - e. Goods will only be accepted Monday to Thursday 07h30 to 16h00 and Friday 07h30 to 12h00.
- 6. Domicilium**

The supplier selects as its *domicilium citandi et executandi* for all purposes hereunder its principal place of business as reflected on its invoices, delivery notes and / or letterheads.
- 7. Packaging**

The goods shall be packaged in a manner which assures that they are protected and delivered in a good condition in accordance with the purchase order. No charge is allowed for packing or transport unless stated prior to order placement.
- 8. Insurance**

The supplier and any of its sub-contractors used in rendering of services and / or delivery of goods to Liebherr shall ensure that adequate comprehensive insurance is in place and furnish Liebherr with written proof to that effect as and when required.
- 9. Warranty**
 - a. Unless otherwise agreed to in writing, at least the minimum warranty by law shall at all material times be furnished by the supplier in respect of goods supplied under the purchase order (where applicable).
 - b. The supplier warrants that the goods and / or services shall be fit for the purpose and be of satisfactory quality.
- 10. Cancellation**
 - a. The order is subject to cancellation if not accepted within 7 days or goods are not delivered on time.
 - b. In case of delay of delivery (performance) or any other performance contrary to the contract, Liebherr shall be entitled, notwithstanding any further claims, after expiration of a reasonable respite, to cancel the contract or to insist on the performance of the contract, even in case of no fundamental breach of contract. Further Liebherr shall be entitled to a demand for penalty according to clause 11.
- 11. Compensation, recourse and penalties**
 - a. The supplier shall promptly rectify any defects, or at Liebherr's sole discretion, supply appropriate replacement goods at the supplier's expense within the specified delivery times, without any liability on the part of Liebherr.
 - b. Should goods be delivered in a damaged condition, Liebherr shall be free to repair, or have the goods repaired. All expenses, of whatever kind or nature, caused by the replacement or repair of defective goods shall be borne by the supplier.
- 12. Costs**

The supplier shall be liable for all costs incurred in the recovery of any monies outstanding and due by the supplier hereunder, including collection charges and attorney and client costs incurred prior to or during the institution of legal proceedings, or if Judgment has been granted, in connection with the satisfactory enforcement of any such Judgment.
- 13. Third Parties**
 - a. The supplier explicitly confirms not to infringe any third party's rights.
 - b. The supplier shall defend, indemnify and hold Liebherr harmless from all claims, actions, demands, loss, and cases of action arising from injury including death, to any person, or damage to property if such injury or damage results from in whole or in part from acts of omissions on the part of the supplier.
- 14. Cession**

The purchase order shall not be assigned and / or ceded to any third party without the prior written consent of Liebherr, which consent shall not be unreasonably withheld.
- 15. Drawings, Tools and Models**
 - a. All drawings, sketches, tools, auxiliaries, samples and models etc. which have been submitted / financed by Liebherr on the occasion of the execution of the order shall remain / become Liebherr's property and shall not be released to third parties and shall not be utilised for other purposes. They shall be returned to Liebherr upon request.
 - b. All drawings and tools utilised on Liebherr's site and / or premises in order to render any service, shall conform to an acceptable and traceable standard. All special tools shall at all material times be accompanied by an approved certificate issued by the relevant authority (where applicable).
- 16. Safety**
 - a. The supplier shall at all material times wear the correct Personal Protective Equipment ("PPE") for specific services rendered whilst on a Liebherr site and / or premises.
 - b. All scrap and hazardous waste generated by the supplier during the rendering of services must be removed from the Liebherr site and / or premises immediately during or after the completion of the job and disposed of in compliance with the relevant regulatory disposal methods (where applicable).
- 17. Severable Terms**

The parties hereby agree that each clause of these terms of purchase is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be and continue to be of full force and effect.
- 18. Place of Jurisdiction**

The purchase order will be interpreted and governed by the laws of the Republic of South Africa.
- 19.** These terms and conditions of purchase constitutes the entire contract between the parties. No variation of or addition to its terms shall be of any force or effect unless recorded in writing and signed by both parties.
- 20.** No latitude, extension of time or other indulgence given or allowed by Liebherr to the supplier in respect of any payment or the performance of any obligation hereunder shall operate as a waiver, novation or otherwise affect any of Liebherr's rights in terms of or arising from these terms and conditions of purchase or preclude Liebherr from enforcing at any time and without notice strict and punctual compliance with each and every provision hereof.
- 21.** In these terms and conditions of purchase, words importing the singular include the plural *in vice versa* and words importing any gender include the other genders.