TERMS AND CONDITIONS

1. Definitions

In this Agreement, except where the context clearly indicates a contrary intention, the following words shall bear the following meanings:

1.1"Agreement" means collectively, this supplier agreement and the Order;

1.2 "Applicable Legislation" means any statute, law, regulation, code of practice or standard issued by a relevant regulatory or industry body, whether or not having the force of law, which affect the manufacture, sale, supply, import, export, packaging, labelling or marketing of the Goods and/or Services;

1.3 "Confidential Information" means all information of whatsoever nature (whether verbal, written or any other form) belonging to a disclosing party, which is not publicly available, including but not limited to all the disclosing party's information pertaining to its intellectual property, trade secrets, know-how, business processes, formulae, price lists and all information not specifically mentioned herein disclosed by a Party to the other Party which is of a confidential nature;

1.4 "Customer" means the entity within the KAP group of companies placing the Order on the Supplier for Goods and/or Services, namely Unitrans Supply Chain Solutions Proprietary Limited (1967/010920/07), Unitrans Freight Forwarding and Clearing Proprietary Limited (1999/005343/07), Unitrans Africa Proprietary Limited (1958/002406/07), Unitrans Passenger Proprietary Limited (1968/008699/07) and all subsidiaries;

1.5 "Delivery" means when the Supplier offloads the Goods at the Customer's designated delivery address;

1.6 "Force Majeure" means any circumstances beyond the reasonable control of the affected Party, which prevents or impedes the execution of an Order including, without limiting the generality of the aforegoing, acts of God, strikes, lockouts, riots, floods, fire, wars, civil commotion, and government action;

1.7 "Goods" or "Services" means the machinery, plant, equipment, apparatus or materials to be supplied and/or work or services to be performed in terms of the Order;

1.8 "Intellectual Property" means all intellectual property and rights thereto owned and/or used by a Party including, but not limited to, a Party's right, title and interest in and to that Party's technology, specifications, formulations, trademarks, patents and copyright, whether registered or not or in the process of registration or otherwise used by the relevant Party in connection with its business;

1.9 "Order" means, collectively, the written purchase order (in electronic or printed format) placed by the Customer for the supply of Goods and/or Services at the Purchase Price and any specifications, data sheets, drawings or other documents attached to such Order;

1.10 "Parties" means the Customer and the Supplier or Service Provider, and "Party" means the Customer or the Supplier or Service Provider as the context indicates;

1.11 "Purchase Price" means the purchase price of Goods and/or Services as reflected in an Order;

1.12 "Supplier" means the person or entity supplying the Goods and/or providing the Services to the Customer and may also be referred to as the "Service Provider".

2. Preliminary

2.1 in the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement and/or terms and conditions pertaining to an Order, the provisions of this Agreement will prevail;

2.2 headings are for convenience only and shall not be taken into account for interpretation purposes;

2.3 reference to the singular includes the plural and vice versa; any gender includes the other genders; and natural persons include artificial persons and vice versa;
2.4 the provisions of this Agreement may only be amended if in writing and signed by or on behalf of the Parties;

2.5 this Agreement and all disputes arising from this Agreement will be governed and decided upon in accordance with the laws of South Africa;

2.6 in the event that any of the provisions of this Agreement are found to be unlawful or unenforceable for any reason, such provision shall be severable from the remaining provisions and the remaining provisions shall continue to be of full force and effect;

2.7 no indulgence, extension of time, relaxation or latitude which the Customer may show, grant or allow to the Supplier shall constitute a waiver by the Customer of any of its rights nor act as an estoppel against the Customer in respect of any of its rights and/or remedies;

2.8 any person signing any documentation, including these terms and conditions, on behalf of the Supplier warrants that he/she is authorised thereto by the Supplier and warrants that s/he has the full power, authority, and legal right to execute, deliver, and perform the obligations imposed by the Agreement.

3. ACCEPTANCE OF QUOTATIONS AND ORDERS

3.1 "Quotation" means a written statement provided by the Supplier to the Customer specifying the price, quantity, and description of Goods and/or Services offered to the Customer, which shall remain valid for the period specified in the quotation or, in the absence of such specification, for a period of 30 (thirty) days from the date of the quotation.

3.2 The Customer retains the right to accept or reject any quotation provided by the Supplier, either in whole or in part, at its discretion.

3.3 No binding contract shall be established between the Parties until the Customer places an Order with the Supplier.

3.4 The Customer reserves the right, at its sole discretion, to cancel any or all Orders placed with the Supplier in the event of any of the following occurrences:

3.4.1 the Supplier is placed under sequestration, liquidation, or into business rescue, whether provisionally or otherwise;

3.4.2 the Supplier commits any act of insolvency;

3.4.3 the Supplier attempts, recommends, or makes any general offer of compromise with any or all of its creditors;

3.4.4 a default judgment or any other judgment is granted against the Supplier, and the Supplier fails to satisfy such judgment within 21 (twenty-one) days of granting thereof;

3.4.5 the Supplier fails to deliver and/or provide the Goods and/or Services in accordance with the terms of the Order;

The Supplier hereby indemnifies the Customer from any and all loss or damage incurred by the Supplier or any other person or entity as a result of such cancellation.

4. PAYMENT

4.1 Provided the Supplier submits an invoice with a purchase order number; the Customer shall pay the Supplier within 60 (sixty) days from the statement date.

4.2 The Supplier may not add any interest or other charges to the invoiced amount unless the Customer has provided written consent. A 14-day written notice is required and Customer consent obtained before interest is payable. Once consent is received, interest may be charged monthly at the Prime Rate until the invoice is settled.

4.3 The Customer may withhold or defer payment of any amount due to the Supplier for any Services rendered or Goods delivered that do not conform to the specifications outlined in the Order.

4.4 In the event of a dispute over the invoiced amount, the Supplier is obligated to investigate and resolve the dispute as outlined in clause 12 and shall not be permitted to charge interest.

4.5 Payment of all amounts due must be made by electronic funds transfer to the bank account recorded on the invoice, and in South African currency unless otherwise agreed upon in writing. Invoices for services rendered under the agreement must be submitted and include the purchase order number obtained prior to service provision. Complete and accurate records and supporting documentation for billed amounts and payments must be maintained.

4.6 The Customer may also terminate the Agreement for convenience with a 30-day written notice.

5. DELIVERY AND OWNERSHIP

5.1 Unless specified otherwise in the quotation, the ownership and risk of the Goods shall transfer to the Customer upon Delivery.

5.2 The Supplier agrees to indemnify the Customer and its subcontractors from any liability for loss or damage caused to any person or property during the Delivery process, including consequential loss or damages, and from any claims that the deliverables infringe the Intellectual Property Rights of a third party.

5.3 A signed delivery note with an official stores stamp is required as proof of Delivery.

5.4 Acceptance of Services shall be signed off by an authorized individual of the Customer.

5.5 The Supplier must adhere to the Delivery dates specified in the Order.

5.6 The Customer reserves the right to adjust payment terms in cases of incorrect Deliveries.

6. GUARANTEES AND WARRANTIES

The Supplier hereby warrants and undertakes that:

6.1 it has provided the Customer with a copy of its product warranty and returns policy (the “Policy”).

6.2 all Goods supplied to the Customer, shall have a warranty of at least 1 (one) year in addition to any other implied or express warranty afforded in terms of Applicable Legislation. All deliverables must be the result of the Supplier's know-how, experience, and expertise and must not infringe the Intellectual Property Rights of any third party.

6.3 This warranty does not extend to improper installation, operation or maintenance of Goods by the Customer; the effects of normal wear and tear; or, repairs or alterations made by third parties without prior written consent of the Supplier which consent shall not be unreasonably withheld or delayed.

7. FORCE MAJEURE

7.1 Except for obligations to pay monies, neither Party shall be liable for failing to perform any obligation under this agreement in the event or to the extent that such failure is caused by Force Majeure. During the Force Majeure event, the affected Party's rights and obligations are suspended.

7.2 If a Party experiences a Force Majeure event that causes or is likely to cause any failure to perform any obligation under this agreement, they must immediately give written notice to the other Party. The notice must include the nature of the event and its expected duration. The unaffected Party may make temporary arrangements to ensure service continuation during the Force Majeure event.

7.3 The Party declaring Force Majeure must use all reasonable efforts and means to address the situation as quickly as possible.

7.4 Within ten (10) days after the end of the Force Majeure event, the affected Party must give a further notice specifying the final impact on the performance of the affected Order and a plan for recovery, including any cost impacts for such recovery plan.

7.5 Failure to give either of the above notices may cause denial of any relief for the Force Majeure event, at the affected Party's discretion.

7.6 If a Force Majeure event or events cause a delay or foreseeable delay of more than 180 cumulative days in fulfilling any Order, the Customer has the right to terminate the affected Order on written notice.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

8.1 All Customer Intellectual Property and rights thereto shall remain the sole and exclusive property of the Customer and nothing in this Agreement shall be interpreted as conferring upon the Supplier or any other person a direct or indirect right or interest in or to such Intellectual Property and rights thereto.

8.2 The Parties shall retain title to all of their intellectual property previously owned or developed in connection with this Order. The Supplier grants to the Customer a non-exclusive, royalty-free, perpetual, irrevocable and nontransferable worldwide license to use the Supplier's Intellectual Property Rights to the extent incorporated into the Goods for the limited purpose of use, operation, and maintenance of the Goods.

8.3 Each Party ("Receiving Party") agrees that it shall keep any Confidential Information received by it from the other Party ("Disclosing Party") strictly confidential and that it shall not use any such Confidential Information for its own benefit (save as is necessary in order to perform its obligations and/or exercise its rights under this Agreement) or make public, announce, divulge, reveal or disclose any such Confidential Information to any third party without prior written consent from the Disclosing Party and that it shall ensure that no third party shall have access to it.

8.4 Each Party shall use the same means as it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information. Each Party shall procure that no Confidential Information received by the Disclosing Party will be disclosed or used by it, its agents, representatives, or employees for any purpose other than to perform its obligations in terms of this Agreement.

8.5 Nothing contained in this Agreement shall be construed as granting or conferring any rights, including by license or otherwise, in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. All Confidential Information is and shall remain the property of the Disclosing Party and shall be returned by the Receiving Party to the Disclosing Party at any time upon request.

9. PRIVACY

9.1 The parties are each responsible for complying with their respective obligations under applicable laws governing privacy and data protection. The parties both acknowledge that they are not investigating the steps the other is taking to comply with any applicable privacy and data protection laws.

9.2 To the extent that the Customer discloses personal information, the Supplier will only process the personal information for the purpose of performing the service or supplying the Goods.

9.3 Where the Supplier processes personal information for the Customer (as an operator) the Supplier will do so in accordance with any specific terms that the Customer may impose on the Supplier. The Supplier will take steps to secure the integrity of personal information in its possession or under its control by taking appropriate, reasonable, technical and organisational measures to prevent loss of or damage to; unlawful accessing to; or unauthorised processing of personal information.

9.4 The Supplier may not transfer any of the Customer's personal information across a country border without the Customer's prior written consent.

9.5 The Supplier agrees to indemnify, defend, and hold the Customer (and its customers, those related to it, and its personnel) harmless from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to the Supplier's failure to comply with the Supplier's obligations under this clause, including claims that the deliverables infringe the Intellectual Property Rights of a third party. If permissible under applicable law, legal costs will be on an attorney and own client basis. In this clause "related" means natural and juristic persons who are connected to one another in the manner contemplated in applicable law.

9.6 On a party's reasonable written request, the other party will provide the requesting party with the information that it has in relation to this Agreement and its processing that is necessary to enable the requesting party to comply with its obligations under this clause and the applicable laws. The requesting party will reimburse the other party for its reasonable charges for its assistance.

9.7 Both parties will take reasonable precautions (having regard to the nature of each of their obligations under the Agreement) to preserve the integrity of the Customer's data (including any materials or media in electronic or physical form), and prevent any unauthorised access, corruption, or loss of the Customer's data. Customer's data will include any third party data provided to the Supplier on the Customer's behalf.

9.8 On termination of the Agreement, each party will return to the other party in the form in which it was received all of the other party's data or information provided to the party for the purpose of the performance of this Agreement.

9.9 The Supplier agrees to promptly inform the Customer of any changes to their personal information, including addresses and contact information.

10. WARRANTIES, INDEMNITY AND LIMITATION OF LIABILITY

10.1 The Supplier hereby warrants that: the Supplier must provide the Services in a timely manner, exercise proper supervision over the Services at all times, and ensure that none of the Supplier's employees involved in the provision of the Services have a criminal record or are subject to a criminal investigation. The Supplier's employees must comply with reasonable directions and instructions from the Customers representatives.

10.1.1 it shall comply with the obligations set out in this Agreement and Applicable Legislation in all aspect of supplying the Goods and/or rendering the Services to the Customer;

10.1.2 it has the necessary rights, licences, certificates and accreditations to supply the Goods and/or render the Services to the Customer;

10.1.3 it possesses the necessary skills, ability, labour, technical and other equipment in order to supply the Goods and /or render the Services in terms of this Agreement;

10.1.4 the Goods shall be in accordance with any specifications stipulated in the Order, in good working order and free of defects.

10.2 The Supplier hereby indemnifies and holds the Customer harmless against all losses, damages (whether actual or consequential), penalties, fines, costs (including reasonable attorneys' fees) and claims of whatsoever nature, the cause of which arose from the Supplier's failure to manufacture, package, label, supply, import, export, market or Deliver the Goods and/or render the Services in accordance with Applicable Legislation or in accordance with the terms of any Order

10.3 The Customer's liability to the Supplier under this Agreement and howsoever arising shall be limited to direct damages only and in no event shall the Customer be liable for any consequential, incidental, indirect, special or other damages whatsoever (including, without limitation, penalties, business interruption, loss of profit or other pecuniary loss) arising out of this Agreement.

10.4 The Customer's liability to the Supplier will in any event and under no circumstances exceed the value of the relevant Order.

10.5 The Supplier hereby agrees to comply with the Customer's Code of Conduct, as published at https://www.unitransafrica.com/wp-content/uploads/2024/10/POL-6.2-Supplier-Code-of-Conduct.pdf. (as amended from time to time). By accepting these terms and conditions, the Supplier confirms that it has read, understood, and accepted the Customer's Code of Conduct in its entirety, and undertakes to adhere to its provisions throughout the duration of the contractual relationship.

11. CHANGE IN CONTROL AND CESSION

11.1 The Supplier is obliged to advise the Customer in writing of any change in ownership or control of the Supplier and/or its business, in whole or in part. Should the Supplier undergo a change of control, the Customer shall be entitled, but not obliged to terminate this Agreement on written notice to the Supplier, provided such notice is given within 2 (two) months' of the date on which the Customer becomes aware of the change in control.

11.2 The Supplier shall not be entitled to cede or assign any of its rights and/or obligations under this Agreement without the prior written consent of the Customer.

11.3 The Customer shall be entitled to cede and/or assign any of its rights and/or obligations under this Agreement to any third party with the prior written the consent of the Supplier which consent shall not be unreasonably withheld.

12. DISPUTES AND LEGAL PROCEEDINGS

12.1 Any Party to this Agreement may declare a dispute by notifying the other Party in writing of the nature of the dispute.

12.2 If any dispute arises between the Parties in respect of any aspect of this Agreement or the termination or purported termination of this Agreement, the Parties agree that the dispute will be referred to their respective Chief Executive Officers, or his/her designated executive, who shall negotiate with each other in good faith to resolve such dispute.

12.3 If the Parties fail to resolve the dispute by negotiation in terms of clause 12.2 within 10 (ten) days after the dispute arises, or such extended period of time as the Parties may agree in writing, the Parties shall refer the dispute for resolution by mediation under the rules of AFSA. If mediation does not resolve the dispute, the Parties agree to submit the matter in dispute for resolution through arbitration, in terms of clause 12.4.

12.4 Such dispute or issue shall be submitted for arbitration in accordance with the Commercial Rules of the Arbitration Foundation of Southern Africa (“AFSA”) by an arbitrator appointed by AFSA in terms of AFSA’s rules, including expedited arbitration under the current rules for expedited arbitration of AFSA. The arbitration will be conducted in camera, with all parties and participants maintaining utmost confidentiality unless required by law. Any Party to the arbitration may appeal the decision of the arbitrator in terms of the AFSA rules for commercial arbitration, and any decision resulting from an appeal shall be final and binding on the Parties, provided that nothing herein contained shall prohibit any Party from applying to any competent court for an interdict or other interim urgent relief pending the outcome of such arbitration proceedings.

12.5 The provisions of this clause 12 shall survive the termination of this Agreement.

12.6 The Parties consent to the jurisdiction of the Magistrate’s Court, having jurisdiction, in respect of any action or proceedings which may be brought against it arising out of or relating to this Agreement, notwithstanding that the amount in question may exceed the jurisdiction of such Court.

12.7 The Customer shall, however, be entitled to bring any action or proceedings in the High Court or any other Court having jurisdiction.

12.8 In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any purchase order or other document relating to the transactions contemplated by this Agreement or Services or Goods provided by the Supplier, the terms and conditions set forth in this Agreement shall prevail.

13. BREACH

13.1 If a Party (“Defaulting Party”) breaches any of the provisions of this Agreement and fails to remedy such breach within 7 (seven) days after receiving written notice from the other Party (“Aggrieved Party”) to do so, then the Aggrieved Party shall be entitled to, without prejudice to its other rights in law, to cancel this Agreement or to claim specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages.

13.2 Notwithstanding the provisions of clause 13.1, either Party shall have the right to terminate this Agreement with immediate effect and without prejudice to any other rights and remedies which it may have under the Agreement, in the event that the other Party is liquidated or placed under business rescue, whether provisionally or finally.

13.3 Damages shall bear interest at the prime overdraft rate publicly quoted from time to time by the Customer’s bankers from date of quantification to date of payment, both days inclusive.

14. NOTICES AND LEGAL PROCESS

14.1 For purposes of this Agreement, including the giving of notices in terms hereof and the service of legal process, the Parties choose as their respective addresses ("domicilium"):

14.2 Customer chooses the following:
111 Kruis Road
Brackenfell
Cape Town
7560

Marked for the attention of: The Chief Commercial Officer

14.3 The Customer chooses the address used on the quotation unless otherwise specified. Attention: The Company Secretary

14.4 A Party may at any time change its address by giving notice to the other Party in writing, provided that the new address consists of or includes a physical address at which process can be served.

14.5 Any notice given in terms of this Agreement may be delivered by hand, or be sent by courier, per telefax or by email to the address chosen by the Party concerned.

14.6 Notwithstanding anything to the contrary herein, a written notice actually received by a Party shall be deemed adequate notice to such Party notwithstanding that it was not sent or delivered to its chosen address or given in terms of this clause 14.

Acceptance of Terms and Conditions	Accepted
Contested Terms and Conditions	
Please supply a reason for contesting the T&Cs	N/A
Legal Opinion	N/A
Chief Commercial Officer: Approve / reject contested Terms and Conditions	Chief Commercial Officer has not accepted or rejected the terms