

## Purchase Order

<b>Date</b> Aug 21, 2025	<b>Page</b> 1 of 2
<b>Purchase Order Number</b> KIM PO000036	
<b>Processed By</b> tkgoro	

PO Box 3014  
Kimberly  
8300

**Vendor Address:**

**ZEEKIM CORP(PTY)LTD**  
14906 MORRIS LENYIBI STREET  
GALESHEWE  
KAGISHO  
KIMBERLEY  
  
8345

**Deliver To :**

Business Partners Building  
72 Long Street  
Albertynshof  
Kimberly  
8301  
Tel: 053 836 7720  
Fax: 053 836 7732

<b>Vendor Number</b> ZEE001_NCA	<b>Date Required</b> 2025/11/21
<b>Description</b> Purchase Order	<b>Requisition No</b> NCA.08_REQ003573

Qty. Ordered	Item Number	Description	Unit Cost	Unit	Total [ R ]
1	3700/0960/2560/PRO/NCA/KIM01	AA-NCFB-2025-014 JAZZY SHADES(PTY)LTD	211 998.00	Ea	211 998.00

**Total Purchase Order Incl VAT: 211 998.00**

**Comments:**

NCA.08\_REQ003573

Note: No payment will be made unless you state our order number on all relevant documents.

Invoices to be addressed to the **Branch Manager**

Payment will only be effected on the **Original Invoice** & no payment will be made on faxed or **photocopied invoices**.

Payment lead time is in accordance with treasury regulations. **(30 days for suppliers.)**

**THE PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO.**

**Latest statement is to be submitted with invoices, and no payment will be made without the monthly statement**

Approved by:

Kedisaletse Williams

Name and Surname

Signature

21/08/2025

Date

# Purchase Order



Date Aug 21, 2025	Page 2 of 2
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## Sedfa Terms and Conditions

### 1. DEFINITIONS

- 1.1 "goods" mean the items described on the reverse side of this Purchase Order.
- 1.2 "Purchase Order" means the written order on the reverse side hereof duly completed in all respects and signed by an authorized official of **seda**, issued by **seda** for the procurement of goods and/or services.
- 1.3 "**seda**" means **seda** National Office in Pretoria and all **seda** Provincial and Branch Offices throughout South Africa.
- 1.4 "**seda** database of registered suppliers" means an electronic database kept by **seda** where ALL suppliers to **seda** are required to register before any business can be transacted with a supplier.
- 1.5 "Services" mean the tasks to be performed by the Supplier as specified on the reverse side hereof and/or any written proposal received from the Supplier and attached to this Purchase Order.
- 1.6 "supplier" means the entity to whom this Purchase Order and Terms and Conditions are directed on the reverse side hereof.
- 1.7 "Tax Clearance Certificate" means a valid and current certificate issued by the South African Revenue Services ("SARS") that the Supplier's tax matters are up to date and in order.

### 2. FORMATION OF CONTRACT

- 2.1 This Purchase Order constitutes **seda's** offer to buy from the Supplier and Supplier's offer to sell to **seda** the Goods and/or Services specified on the reverse side hereof. Supplier's acceptance of this Purchase Order shall be by either prompt written acknowledgment, delivery of an invoice, delivery of the Goods and/or Services or commencement of Services and shall be strictly limited to the terms and conditions stated herein and on the reverse side hereof.
- 2.2 Such acceptance shall immediately constitute a binding and legal contract between **seda** and the Supplier for the procurement of the Goods and/or Services described on the reverse hereof on the terms and conditions contained herein and on the reverse side hereof.
- 2.3 **seda** is not bound by any printed or written conditions on Supplier's acknowledgment forms or invoices that impose new conditions or conditions in conflict with the terms and conditions of this Purchase Order.

### 3. REGISTRATION AS SUPPLIER AND TAX CLEARANCE CERTIFICATE

- 3.1 The Supplier acknowledges that it will have to register as a vendor on the **seda** database of registered suppliers before any contract will come into existence. **Seda** will provide the Supplier with the registration documents and the Supplier will promptly take the necessary action to finalize such registration.
- 3.2 The Supplier undertakes to provide **seda** with a valid and current Tax Clearance Certificate before any payments will be made to the Supplier.

### 4. DELIVERY

- 4.1 The obligation of the Supplier to meet the delivery dates, specifications and quantities detailed herein and on the reverse hereof shall be a basic assumption of the transaction contemplated hereby, and time is of the essence of the Purchase Order. The Supplier will strictly adhere to the delivery and completion schedules specified in the Purchase Order. If, at any time, the Supplier believes it may be unable to comply with the delivery or completion schedules, the Supplier shall immediately notify **seda** in writing of the probable length of any anticipated delay and the reasons for same, and shall provide **seda** with an acceptable written recovery schedule. The Supplier will continue to notify **seda** of any material change in Supplier's ability to comply with its obligations in terms hereof, on an ongoing basis. If the Supplier fails to deliver Goods within any delivery schedule provided on the reverse side hereof, **seda** may require the Supplier to ship the Goods, at Supplier's expense, by air freight or other expedited routing.
- 4.2 The Supplier shall deliver all Goods specified in the Purchase Order at the delivery address detailed on the reverse side hereof and delivery shall be at the expense of the Supplier unless otherwise stipulated in the Purchase Order on the face hereof.
- 4.3 Unless specified by **seda**, the Supplier shall be responsible for selecting packaging methods and materials to provide adequate protection at minimum cost.
- 4.4 Except as specifically authorized by the Purchase Order, **seda** shall not be responsible for payment of Goods delivered by the Supplier, which are not in conformance to the quantities or specifications of the Purchase Order.

### 5. ACCEPTANCE AND REJECTION

- 5.1 **seda** will have 30 (thirty) days from receipt of the Goods or Services to accept or reject such Goods delivered or Services performed by the Supplier. Any rejection of Goods or Services shall be communicated by written notice of rejection delivered by **seda** to the Supplier within the 30 (thirty) day period.
- 5.2 If the Supplier tenders Goods to **seda** that fail to conform in any respect with said Goods' published specification, documentation, or other written representations, **seda**, in its sole discretion, may require the Supplier to replace or correct such Goods, at no increase in Purchase Order price. If Supplier is unable to correct or replace non-conforming Goods within the delivery schedule specified therein, **seda** may continue to require their delivery and make an equitable price reduction.
- 5.3 If Services fail to conform to the requirements of the Purchase Order requirements, **seda** may require Supplier to perform the Services again in conformity with Purchase Order requirements, at no increase in Purchase Order price. When defects in the Services cannot be corrected by re-performance, **seda** may equitably reduce the Purchase Order price to reflect the reduced value of the Services performed.

### 6. SOFTWARE

- 6.1 In the event software is procured through the submission of a Purchase Order, the parties agree that any pre-printed terms, shrink-wrap items or click agreements shall not be applicable, but the terms of this agreement shall apply.
- 6.2 **seda** shall be granted a non-exclusive, fully paid, perpetual and irrevocable license to use the software for any business purpose. The license is deemed to be an enterprise license for **seda** National and its Provincial and Branch Offices countrywide.
- 6.3 The Supplier warrants that the software shall operate per its intended purpose and that Supplier has the right to grant a license to use the software and that the software is free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any intellectual property rights, patent, copyright, trade secret or other proprietary rights.
- 6.4 The Supplier shall provide to **seda**, upon delivery of the software, all published documentation and specifications that are necessary to enable **seda** to operate the software. **seda** shall have the right to copy all documentation.

### 7. TITLE AND RISK OF LOSS

The Supplier shall accept all risk of loss until **seda** receives the Goods ordered hereunder. Title to the Goods ordered hereunder shall pass to **seda** upon **seda's** receipt thereof.

### 8. INVOICES AND PAYMENT

Payment will only be made against original Tax Invoices received by **seda** after the acceptance procedures referred to in clauses 4 and 5 have been completed. All Invoices are payable 30 (thirty) days after date of Invoice.

### 9. VALUE ADDED TAX

All prices quoted on the reverse side hereof shall include Value Added Tax (VAT) but the amount of such VAT will be separately listed at the end of the Invoice before the Total Due column. Invoices that do not conform to the requirements detailed in clauses 9 and 10 will NOT be processed and will be returned to the Supplier for correction. **seda** shall in such event not be liable for any interest or other losses suffered by the Supplier due to delays in payment caused by incorrect or incomplete Invoices.

### 10. WARRANTIES

- 12.1 The Supplier warrants that all Goods, when and as delivered to **seda**, will conform to their specifications, and will be free from defects in materials and workmanship.
- 12.2 The Supplier warrants that all Services performed under the Purchase Order will be performed with professional diligence and skill and will conform to the requirements of the Purchase Order in all material respects.

### 11. INDEMNIFICATION

The Supplier hereby agrees to defend, settle and hold **seda** harmless from and against any and all claims, demands, and actions, and any liabilities, damages or expenses resulting there from, including legal costs and reasonable attorney fees, arising out of or relating to:

- 11.1 The Supplier's provision of the Goods to **seda**;
- 11.2 the Services performed by the Supplier here under;
- 11.3 the Supplier's failure to comply with the terms of this agreement or the Purchase Order.

### 12. TERMINATION FOR DEFAULT

- 12.1 **seda** may, by written notice of default to the Supplier, terminate the Purchase Order in whole or in part:
  - 12.1.1 if the Supplier fails to deliver the Goods or to perform the Services within the time specified by the Purchase Order or any written extension;
  - 12.1.2 If the Supplier fails to perform any other provision of the Purchase Order or fails to make progress, so as to endanger performance of the Purchase Order, and, in either of these two circumstances, does not cure the failure within 10 (ten) calendar days after receipt of notice from **seda** specifying the failure; or
  - 12.1.3 in the event of the Supplier's suspension of business, insolvency, institution of bankruptcy, liquidation proceedings by or against the Supplier, appointment of a trustee or receiver for the Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors.

### 13. APPLICABLE LAW AND JURISDICTION

This agreement shall be governed and interpreted in accordance with the laws of the Republic of South Africa. The Parties hereby consent to the jurisdiction of any competent Magistrate's Court to adjudicate on any matter arising from this agreement.

### 14. WAIVER

The failure by either party to enforce any right or to insist upon strict compliance with the terms and conditions of this Purchase Order shall not at any time constitute a waiver of such right or any other right, and will not modify the rights and obligations of either party under this agreement.

### 15. CUMULATIVE RIGHTS AND REMEDIES

The rights and remedies of the parties set forth in this agreement are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.

### 16. COMPLIANCE WITH STATUTES AND REGULATIONS

The Supplier shall procure all necessary licences or permits and shall abide by all applicable statutes, laws and regulations applicable to the performance of this Purchase Order.

### 17. NO ASSIGNMENT

Neither the Purchase Order, or this agreement nor any interest therein, nor claim there under, may be assigned or transferred by the Supplier except as expressly authorized in writing by **seda**.

### 18. FORCE MAJEURE

Neither party is liable hereunder for any failure or delay in its performance under the Purchase Order arising from any cause beyond the defaulting party's reasonable control, including Acts of God, such as fires and floods, earthquakes, epidemics, wars, governmental actions, civil disturbances, strikes and riots, provided the defaulting party has used every available and reasonable means to remedy or mitigate its failure to perform, the time for performance will be extended by the period of the delay.

### 19. ENTIRE AGREEMENT

The Purchase Order and this agreement state the entire agreement between **seda** and the Supplier with respect to the subject matter hereof and supersedes all prior understandings, both written and oral. This agreement may not be amended in any material form unless authorized in writing by **seda**.

### 20. NON-EXCLUSIVITY

The issuance of a Purchase Order is not intended to give the Supplier an exclusive right to perform the Services to be performed under this agreement, and **seda** shall be permitted to contract with other vendors to procure the same or similar services.