

PURCHASE ORDER



Date	Order Type	Purchase Order No	Revision	Reference
20-MAR-25	STANDARD	5822	0	0

Supplier	Deliver To	Bill To
MS BUTHO (PTY) LTD GQUMENI AREA MANDENI NU MANDENI, KN 4490 Contact Number: 082 228 9055 Contact: SABELOSIHLE MAVUNDLA	Upington Airport Private Bag X5936 Upington, NC 8800 Mabua Mr. Katlego	Airports Company South Africa SOC Ltd Upington Airport Private Bag X5936 Upington, NC 8800

Buyer	Terms	Contract No	Ship Via	Delivery Date
S Sebokolodi	14 Days Net			30-JUN-2025

Line No.	Item	Description	UOM	Quantity	Unit Price	Amt Agreed
1		Supply and delivery of Airfield Ground Lighting (AGL) spares for Upington International Airport and Kimberly Airport:	Rand	2104016.9	1.00	2,104,016.90
					Total	2,104,016.90

All Amounts reflected on this document are exclusive of VAT

Tel +27 54 337 7900 Fax +27 54 332 6502
 Administrator Office, Diedericks Street, Northern Cape, South Africa, 8801
 Private Bag X5936, Upington, Northern Cape, South Africa, 8800
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393

Airports Company South Africa SOC Limited Terms and Conditions of Supply / Service

STANDARD TERMS AND CONDITIONS OF PROCUREMENT

1. INTERPRETATION

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have the corresponding meanings, namely –

- 1.1. **"COMPANY"** means Airports Company South Africa SOC Limited (Registration Number 1993/004149/30);
- 1.2. **"COMPANY Agreement"** means COMPANY's standard service or supply agreement (if any) entered into between the COMPANY and the Supplier;
- 1.3. **"BBBEE"** means Broad-Based Black Economic Empowerment and refers to use of the term in the context of compliance with the BBBEE Act and all related codes of practice and guidance promulgated under the BBBEE Act;
- 1.4. **"BBBEE Act"** means the Broad-Based Black Economic Empowerment Act No. 53 of 2003 (as supplemented, amended, succeeded or replaced from time to time);
- 1.5. **"Business Day"** means a day, other than a Saturday, Sunday, or public holiday in the Republic of South Africa;
- 1.6. **"Goods"** means the goods to be supplied by the Supplier to the COMPANY as specified in the Order and in accordance with the provisions of these Terms and Conditions;
- 1.7. **"Parties"** means the COMPANY and the Supplier and **"Party"** shall mean either of them as the context may require;
- 1.8. **"Prime Rate"** means the prime overdraft rate charged from time to time by Nedbank Limited to its corporate customers in the ordinary course on an unsecured basis, calculated on the basis of a 365 (three hundred and sixty five) day year and compounded monthly in arrears, as determined by any general manager of the aforesaid Bank or its delegatee, whose authority it shall not be necessary to prove;
- 1.9. **"Services"** means the services to be rendered by the Supplier to the COMPANY as specified in the Order and in accordance with the provisions of these Terms and Conditions;
- 1.10. **"Supplier"** means the Party that supplies the Supplies to the COMPANY;
- 1.11. **"Supplies"** means the Goods and/or the Services to be supplied by the Supplier to the COMPANY;
- 1.12. **"Terms and Conditions"** means these terms and conditions, as amended, replaced or re-stated from time to time, and the annexures hereto, if any;
- 1.13. **"VAT"** means the value-added tax as contemplated in the VAT Act;
- 1.14. **"VAT Act"** means the Value Added Tax Act No. 89 of 1991, as amended; and
- 1.15. **"VAT Invoice"** means a tax invoice as required in terms of section 20 of the VAT Act;

2. SOLE AGREEMENT

Unless otherwise agreed in writing, these Terms and Condition and the COMPANY Agreement (if concluded) represents the only terms and conditions upon which the COMPANY wishes to procure the Supplies from the Supplier. The COMPANY does not accept any other terms and conditions which the Supplier may specify, unless otherwise agreed to by the COMPANY in writing. In the event of a conflict and/or inconsistency between the provisions of these Terms and Conditions and the COMPANY Agreement, the provision which imposes a greater restriction for the COMPANY, either in terms of these Terms and Conditions or the COMPANY Agreement, shall prevail and apply. In the case where these Terms and Conditions are silent on any matter dealt with in, or regulated by, the COMPANY Agreement, the provisions contained in the COMPANY Agreement shall prevail and apply and be binding on the Parties.

3.**BROAD-BASED BLACK ECONOMIC EMPOWERMENT**

- 3.1. The Supplier acknowledges that the COMPANY is fully committed to the objectives of the BBBEE Act and that the COMPANY wishes to comply with all the provisions of the BBBEE Act to the extent that they apply to the COMPANY, and all other relevant legislation at all times.
- 3.2. The Supplier undertakes to provide the COMPANY with such information and co-operation as may be required by the COMPANY from time to time so as to facilitate compliance with the BBBEE Act and all other relevant legislation as aforesaid. For these purposes, the Supplier shall, upon receipt of a reasonable written request from the COMPANY, provide the COMPANY with a BBBEE verification certificate issued by a rating agency accredited by the South African National Accreditation Service, reflecting the Supplier's current black ownership level together with the Supplier's current BBBEE compliance level which shall not be below contributor level 4 (the **"BBBEE Rating"**).
- 3.3. The Supplier shall, for the duration of these Terms and Conditions: -
 - 3.3.1 maintain or improve its BBBEE Rating;
 - 3.3.2 notify the COMPANY in writing within 14 (fourteen) Business Days of any occurrence which significantly affects, will significantly affect, or would be reasonably likely to significantly affect, its BBBEE Rating; and
 - 3.3.3 notify the COMPANY in writing within 30 (thirty) Business Days of any occurrence as to what steps have been taken and /or will be taken to reserve its BBBEE Rating.
- 3.4. The Supplier further acknowledges that the COMPANY will rely on the disclosures and representations made by the Supplier in respect of its BBBEE status and compliance with any other relevant legislation when deciding to engage the Supplier in the procurement of the Supplies.
- 3.5. Notwithstanding anything contained in these Terms and Conditions, the COMPANY reserves the right to cancel any agreement with the Supplier with immediate effect and to restore the status quo, should the COMPANY discover that the Supplier has not disclosed or misrepresented its true BBBEE Rating or any other fact which may have an adverse effect on the COMPANY.
- 3.6. In addition to cancellation rights granted to COMPANY in terms of the above clause 3.5, the COMPANY reserves the full right to claim damages from the Supplier for any loss incurred by the COMPANY as a result of any non-disclosures and misrepresentations regarding the BBBEE Rating or any other matter relating to the BBBEE Act and any other relevant legislation.

4.**QUOTATIONS**

- 4.1. Where the COMPANY places an order with the Supplier for the provisions of Supplies (the **"Order"**), such Order shall not constitute an offer to the Supplier for the procurement of the Supplies by the COMPANY from the Supplier but a mere invitation by the COMPANY to do business with the Supplier. However, any quotation given by the Supplier to the COMPANY pursuant to the Order (the **"Quotation"**) shall be deemed to be an offer which offer shall be open for acceptance by the COMPANY for a period of 40 Business Days, failing which it shall automatically lapse.

- 4.2. The Quotation may not be withdrawn until accepted or rejected by the COMPANY.
- 4.3. The Quotation must be accompanied by sufficient information (including, but not limited to the Charges for the Supplies) in writing to enable the COMPANY to proceed with the acceptance or rejection of such Quotation, failing which the COMPANY shall be entitled to demand indemnification to cover any increases in the costs incurred as a result of the lack of the information thereof.
- 4.4. The agreement shall only come into force between the COMPANY and the Supplier if after receipt by the COMPANY of the Quotation, it has been signed in acceptance by an authorised representative of the COMPANY. Thereafter, there will be an obligation on the Supplier to supply the Supplies to the COMPANY as per the Order and the Quotation.
5. **LIMIT OF CONTRACT**
- 5.1. The Supplier shall only be obliged to supply the Supplies as are specifically specified in the Order and the Quotation as accepted by the COMPANY, and the COMPANY shall only be liable to pay the amount payable for the Supplies which amount shall be stipulated in the Quotation accepted by the COMPANY.
6. **DELIVERY**
- 6.1. The Supplier shall deliver the Goods and/or perform the Services upon the date and the address specified by the COMPANY in the Order and where no date was specified. Unless otherwise agreed in writing, time shall be of the essence with regard to the delivery of the Goods and/or performance of the Services.
- 6.2. If for any reason, the COMPANY requires the delivery of the Goods and/or performance of the Services on an urgent basis (even if such date is prior to the date specified in the Order), the Supplier undertakes to take any and all reasonable steps in order to ensure the timeous delivery of the Goods and/or performance of the Services as per the Order.
- 6.3. In the event that the Supplier is ready to deliver the Goods and the COMPANY is not ready to accept delivery at the address stipulated in the Order, or where the storage facility where such delivered Goods would be stored is not ready to accept delivery thereof, then the Supplier shall store such Goods on behalf of the COMPANY in its own storage facilities at its own cost unless specifically agreed otherwise in writing.
- 6.4. The Supplier shall not be excused for any delay in delivery of the goods and/or performance of the Services except due to circumstances outside its control and provided that the Supplier has notified the COMPANY in writing of such circumstances upon becoming aware of such circumstances. the COMPANY may terminate the Order, in whole or in part, without incurring any liability to the Supplier if such delay becomes, in the COMPANY's opinion, significant.
- 6.5. The Supplier shall complete the delivery of the Goods and/or performance of the Services within the period specified in the Order and shall incur penalties specified in the Order in the event of failing to complete the delivery of the Goods and/or performance of the Services as aforesaid, unless specifically otherwise agreed in writing.
- 6.6. In respect of the delivery of Goods, such delivery shall be deemed to be completed if delivery has occurred and a delivery notice has been signed by an authorised representative of the COMPANY, subject always to clause .
- 6.7. In respect of the performance of the Services, such Services shall only be deemed to be completed once the Services have actually been rendered and the COMPANY is satisfied with the Services thereof.
- 6.8. Delivery as contemplated in these Terms and Conditions shall include off-loading, unless otherwise agreed, and the Supplier shall procure hoists and other lifting equipment, if necessary for the off-loading of the Goods.
- 6.9. The Supplier shall adhere to any access restrictions prevailing at the COMPANY's premises and shall pre-arrange access to such restricted areas with the COMPANY where the provisions of the Supplies requires that the Supplier have access to such restricted areas. In the event of the COMPANY not being able to provide such access due to lack of sufficient notice by the Supplier, the Supplier shall not be entitled to claim from the COMPANY any additional costs incurred by the Supplier by virtue of a suspension or delay caused by the lack of access.
- 6.10. The Supplier shall ascertain the nature and properties of the Supplies and if it is hazardous, the Supplier shall ensure that such Supplies are properly and securely placed, transported and otherwise dealt with in accordance with any laws and regulations in force at the time, having special regard to the Occupational Health and Safety Act No.58 of 1993. The COMPANY reserves the right to refuse the Supplier or its agents access to its premises in the event of non-compliance by the Supplier with the provisions of this clause 6.10.
- 6.11. The Supplier may not suspend and/or cancel any delivery and/or provision of any of the Supplies pending finalisation of any dispute in terms of these Terms and Conditions.
- 6.12. If upon delivery of the Goods, such Goods do not conform to the Order, the COMPANY may reject the Goods and the Supplier shall promptly rectify any defects or upon the COMPANY's request, supply appropriate replacement Goods at the Supplier's expense within the specified delivery dates, without any liability due by the COMPANY.
7. **PRICES AND PAYMENTS THEREOF**
- 7.1. As consideration for the due, proper and punctual supply of the Supplies, the COMPANY shall pay the Supplier the amount as specified in the quotation and accepted by the COMPANY (the "Charges") as contemplated in the above clause 5.1.
- 7.2. The Charges shall include VAT or any other similar locally imposed tax. The Supplier shall fully comply with all the COMPANY's requirements for invoicing as notified to the Supplier in writing from time to time.
- 7.3. The Charges are the total amount payable by the COMPANY to the Supplier in respect of the Supplies and includes all and any further direct and indirect costs (whether foreseeable or not) that the Supplier may incur in the supply of the Supplies, including, but not limited to, transportation, delivery, storage, insurance, all taxes, duties, clearance charges and the like as they appear in the Quotation.

7.4 In the event of the COMPANY disputing any amounts due by it to the Supplier, the COMPANY shall be entitled to withhold payment of the disputed amount until such time as the dispute is resolved. No interest shall be payable by the COMPANY on such amounts for the duration of such dispute, provided that if the dispute is resolved in favour of the Supplier, then the COMPANY shall pay the Supplier the amounts which were the subject matter of the dispute plus interest at Prime Rate reckoned from the date on which the amounts in question were initially due and payable until date of payment.

7.5 In each calendar month, the Supplier shall deliver VAT Invoices to the COMPANY (to the address specified in the Order) in respect of the Charges in the immediately preceding calendar month and the COMPANY shall make payment as stipulated in the VAT Invoice within 20 (twenty) Business Days after the receipt of the VAT Invoice.

7.6 If the COMPANY wishes to dispute all or any portions of the Charges in the VAT Invoice, it shall do so in writing by posting to the address stipulated by the Supplier in the Quotation within 10 (ten) Business Days from the date of receipt of the VAT Invoice.

8. **OWNERSHIP**

In respect of the Goods supplied under these Terms and Conditions, ownership in, and benefits attached to, such Goods shall pass to the COMPANY upon: (a) acceptance by the COMPANY of the delivery thereof; or (b) full payment of the Charges payable in respect of such Goods, whichever occurs first.

9. **RISK**

9.1 In respect of the Goods supplied under these Terms and Conditions, the risk in the Goods shall remain with the Supplier until delivery of such Goods to the COMPANY has been completed in accordance with the provisions of clause 6.

9.2 Signature of a delivery notice by a representative of the COMPANY shall not prevent the COMPANY from claiming that the Goods were short-supplied, incorrectly supplied or delivered late and all the COMPANY's rights in this regard are strictly reserved.

10. **CONFIDENTIAL INFORMATION**

All information which the COMPANY has divulged or may divulge to the Supplier and any information relating to the COMPANY's business (including but not limited to plans, specifications and drawings) which may have come into the Supplier's possession whilst carrying out an Order shall be treated by the Supplier as confidential information and shall not, without the COMPANY's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than the provision of the Supplies.

This clause does not, however, apply to information which is public knowledge or available from other sources other than by breach of these Terms and Conditions. Upon request by the COMPANY, the Supplier shall return all materials issued pursuant to the Order and, pending this, shall protect the COMPANY's rights in any such materials. Such confidential information shall at all material times be the property of the COMPANY.

11. **INSPECTION**

11.1 The COMPANY shall have a reasonable time after receipt of the Goods and before payment, but shall not be obliged, to inspect the Goods so as to ensure conformity with the specifications of the Order. Any Goods received prior to inspection shall not be deemed accepted until the COMPANY has conducted an adequate test to determine whether the Goods indeed conform to such specifications.

11.2 If after conducting the inspection, the COMPANY is of the opinion that the Goods do not conform to the Order, the COMPANY shall have the right to reject such Goods, in whole or in part, and the provisions of clause 6.12 shall apply mutatis mutandis to this clause 11.2.

12. **GENERAL WARRANTIES**

12.1 The Supplier warrants and undertakes to the COMPANY that:

12.1.1 the Supplies shall be free from any patent or latent defects arising as a result of poor workmanship, design or defective materials;

12.1.2 the Supplies shall conform and comply with all relevant legislation, standards and directives;

12.1.3 the Supplies shall not infringe any third party rights of any kind; and

12.1.4 the Supplies shall be fit for the purpose for which they have been designated.

12.2 for any breach of warranty by the Supplier, the Supplier shall be obliged to replace or repair the defective Supplies at its own costs.

12.3 the Supplies supplied by it pursuant to the Order shall conform strictly with the Order and the Supplier shall not be entitled to vary the quantities specified and/or specifications, if any, stipulated in that Order, without the prior written consent of the COMPANY. As such, in the event of any inconsistency between the Order and any document issued by the Supplier, the Order shall prevail unless otherwise agreed in writing between the Parties.

12.3.1 in respect of the Goods, the Goods will be manufactured in accordance with the specifications of the Order;

12.3.2 in respect of the Services, the Services will be rendered in accordance with the specifications of the Order;

13. **TRANSPORT AND PACKAGING REQUIREMENTS AND COSTS**
- 13.1 The Supplier hereby undertakes to comply with any and all packaging and/or transportation requirements which the COMPANY may reasonably stipulate from time to time in the Order and shall ensure that the prices referred to in clause 7 include all and any of the Supplier's costs in relation to the handling, storage, insurance, packaging of the Goods in question as well as the transportation of such Goods.
- 13.2 Notwithstanding the provisions of clause 13.1 above, all Goods are to be suitably packaged or otherwise prepared for the mode of transport elected and specified by the COMPANY from time to time, so as to prevent damage to the Goods whilst being transported.
- 13.3 Goods are to be packed, containerised or otherwise prepared for handling at unloading facilities in a manner that will not necessitate the receiving facility having to repack such Goods for purposes of unloading them. To the extent that the Goods are received in a condition that requires repacking, the COMPANY shall have the option to refuse acceptance of such Goods, alternatively, the COMPANY may recover the cost of the material and/or labour expended during the repacking process from the Supplier.
14. **INTELLECTUAL PROPERTY**
- 14.1 The Supplier shall not use any intellectual property of the COMPANY (including, without limitation, trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "Intellectual Property") for any reason whatsoever without first obtaining the COMPANY's prior written consent which consent the COMPANY shall be entitled to grant solely at its own discretion.
- 14.2 If the Supplies involve research and/or developments which are wholly or partly funded by the COMPANY, then all rights, title and interest in Intellectual Property or other rights in the results thereof shall be vested in the COMPANY on creation.
- 14.3 The Supplier shall not use any of the COMPANY Intellectual Property for any reason whatsoever without first obtaining the COMPANY's prior written consent which consent the COMPANY shall be entitled to grant solely at its own discretion.
- 14.4 If the Supplier requires the use of such COMPANY Intellectual Property, a request must be sent to the Brand Custodians Office, via email to brandcustodian@airports.co.za. Each single request by the same Supplier shall be treated as a new request.
- 14.5 Should the COMPANY provide its consent in terms of clause 14.3 above, the Supplier shall comply with the COMPANY's policies and standards with regard to the use of the COMPANY Intellectual Property. Such policies and standards shall be communicated to the Supplier at the time of the grant of the consent by the COMPANY.
- 14.6 Failure to adhere to the provisions of this clause 14 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the Supplier, shall result in the penalty equal to the value of 2% (two per cent) of the Supplier's annual turnover in the financial year in which the aforesaid failure occurred.
15. Without prejudice to any rights of the COMPANY arising from these Terms and Conditions, the Supplier hereby indemnifies and holds the the COMPANY and its directors, servants, employees, agents, advisors, representatives, contractors and any other person for whom the COMPANY may be liable in law ("Indemnified Party") harmless against any loss, liability, damage, injury, costs (including attorney-own-client costs), claim, fine, penalty, interest or expense of whatsoever nature or howsoever arising which may be incurred or sustained by, threatened against, or imposed on any Indemnified Party by reason of or pursuant to: (a) the breach by the Supplier (or any of its employees, agents, contractors and/or consultants) of any of the provisions of these Terms and Conditions; (b) the breach by the Supplier (or any of its employees, agents, contractors and/or consultants) of any law or legislation which relates to the Supplier's obligations in terms of these Terms and Conditions; and (c) any claim made against the COMPANY in respect of any liability, loss, damage, injury, cost or expense sustained by any Indemnified Party or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises as a consequence of a breach or negligent performance or failure or delay in performance by the Supplier of any of its obligations in terms of these Terms and Conditions.
16. **DISCLAIMERS**
- 16.1 To the extent that the Supplier responds to the tender issued by the COMPANY, it is recorded and agreed that, the COMPANY reserves the right to:
- 16.1.1 modify the specifications of the Supplies as per the tender and request the respondent to re-bid on any changes;
- 16.1.2 reject any proposal which does not conform to the instructions and specifications which are detailed in the tender;
- 16.1.3 disqualify proposals submitted after the stated submission deadline;
- 16.1.4 reject all proposals, if it so decides;
- 16.1.5 award a contract in relation to the proposal at any time after the closing date of submissions as per the tender;
- 16.1.6 conduct post-tender negotiations with the preferred respondent;
- 16.1.7 award only a portion of the contract;
- 16.1.8 split the award of the contract between more than one respondent; and;
- 16.1.9 make no award of a contract.
- 16.2 The COMPANY shall not be obliged to reimburse any respondent for any preparatory costs or other work performed in connection with the proposal, whether or not the respondent is awarded the contract.

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17. **TERMINATION FOR CONVENIENCE**

17.1 Unless otherwise agreed in writing, the COMPANY may at any time terminate the provision of the Supplies in whole or in part for convenience and without cause by giving the Supplier at least 40 Business Days' notice.

17.2 The COMPANY shall have no liability to the Supplier with respect to a termination under this clause 17, other than the Supplier's Charges under clause for Goods actually delivered and/or Services actually rendered.

18. **TERMINATION FOR BREACH**

In the event of either of the Supplier committing a material breach of any of these Terms and Conditions, and remaining in default for a period of 7 (seven) Business Days after receipt by it of a written notice from the COMPANY calling for such breach to be remedied, the COMPANY shall be entitled, without prejudice to any other rights it may have in terms of these Terms and Conditions or in law, to terminate the Supplies by written notice to that effect given to the Supplier.

19. **INSURANCE**

19.1. The Supplier shall, during the duration of these Terms and Conditions and at its own expense, effect and keep current policies of insurance with the specifications set out by the COMPANY in writing from time to time (or in the absence of such specifications, in accordance with good industry practice) in the Supplier's own name for such value and with such insurer as notified to the COMPANY with the intent that the Supplier is adequately insured and will be fully indemnified for any costs, claims or damages which may arise.

19.2. The Supplier shall, at any time if required by the COMPANY, provide proof as to the sufficiency and validity of any insurance obtained by it.

19.3 Any payments received from insurers shall be used for the compensation of the loss or damage suffered by the COMPANY and/or any Indemnified Party as contemplated in clause 15. The Supplier shall, when called upon, submit to the COMPANY;

19.3.1. evidence that the insurance described in this clause have been effected; and

19.3.2. copies of the policies for the insurances described in this clause.

19.4. The Supplier shall not make any material alteration to the terms of any insurance policy without the prior approval of the COMPANY.

19.5 If the Supplier fails to effect and keep in force any of the insurances it is required to effect and maintain under these Terms and Conditions, or fails to provide satisfactory evidence and copies of policies in accordance with this sub-clause, the COMPANY may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage, pay the premiums due and set-off such payment against any amounts due and payable to the Supplier.

19.6 Nothing in this clause limits the obligations, liabilities or responsibilities of the Supplier under these Terms and Conditions or otherwise. Any amount not insured or not recovered from the insurers which is payable to COMPANY shall be borne by the Supplier in accordance with these Terms and Conditions.

20. **ARBITRATION**

The Parties shall endeavour to amicably settle any claim or dispute which may arise with regard to the quotation, the Order or these Terms and Conditions. In the event of the Parties not succeeding in resolving any such claim or dispute within 3 (three) Business Days from the date on which the dispute first arose, such claim or dispute shall be submitted to and decided in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") and by an arbitrator appointed in accordance with the rules of AFSA.

21. **GENERAL**

21.1 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply to these Terms and Conditions.

21.2 No relaxation or indulgence which the COMPANY may show to the Supplier shall in any way prejudice or be deemed to be a waiver of its rights hereunder nor shall such relaxation or indulgence preclude or estop the COMPANY from exercising its rights in terms of these Terms and Conditions in respect of any further breach.

21.3. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.

21.4 The COMPANY reserves the right to update, amend or revise these Terms and Conditions from time to time and such updates, amendments and revisions shall binding on the Parties provided that: (a) they have been made available or otherwise made known to Supplier each time they are effected; and (b) the Supplier has not raised any written objections thereto within at least 40 (forty) Business Days of being notified or otherwise becoming aware of the aforesaid updates, amendments and revisions.

22. **SUBCONTRACTING**

The Supplier shall not subcontract (not permit anyone to deliver and/or perform) any of the Goods and/or Services without the COMPANY's prior written consent (which consent the COMPANY may withhold in its sole and absolute discretion). If the COMPANY consents to any subcontracting as aforesaid, then the Supplier shall be deemed to have guaranteed the due, punctual and proper provision of the Supplies by the subcontractor or third party in question.

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23. **CODE OF ETHICS**

Failure to declare personal / other business relations, may result in the disqualification of the Supplier from any future tender process, and any concluded contracts may be terminated forthwith and further disciplinary action will be taken against the relevant Company employee.

24. **NO ASSIGNMENT, NO CESSION**

The Supplier shall not be entitled to cede, transfer, assign or delegate all or any of its rights, obligations and/or interest in, under or in terms of these Terms and Conditions to any third party without the prior written consent of the COMPANY.