

Purchase order

Order No.	MPA/4648/2020	Employee	PETER KIRUI STAFF
Supplier	JENDIE AUTOMOBILES LTD (62647)	Order Date	09/10/2020
P.O. Box 5829 00100 - NAIROBI		Notes	45SPEED LIMITER CERTIFICATE RENEWAL

Current Status	Users to authorize
Pending Authorization	Suraj Shah ,Festus Rotich Kipkorir,Georgina Sall

Supp. Item code	Item	Item Type	Units	Unit price	Exempt amount	Disc.	% Tax	Amount
	VEHICLE MAINTENANCE	PARTS	45.00	3,508.7719			14.00	157,894.7355

Description SPEEDGOVERNOR RENEWALS

EB Total	0.0000	TB Total	157,894.7355	Tax total	22,105.2630	TOTAL	180,000.00
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Expressed in: Kenyan shillings

Purchase order

PURCHASE ORDER TERMS AND CONDITIONS

1. The following words shall have the meanings set against them in this Purchase Order:
 - (a) **"Goods"** means any equipment, products or other items to be purchased from the Supplier of the quantities and specifications set out on the face of this Purchase Order.
 - (b) **"Purchase Order (PO)"** means this PO constituting an offer by the Company to the Supplier to purchase the Goods and/or Services from the Supplier.
 - (c) **"Services"** means the Services to be provided by the Supplier as identified on the face of this Purchase Order.
 - (d) **"Company"** means Simba Corporation Limited, a limited liability company incorporated in the Republic of Kenya and this description includes its respective subsidiaries and affiliate companies as more particularly identified on the face of this Purchase Order.
 - (e) **"Supplier"** means the supplier identified on the face of this PO which expression shall, where the context so admits include the Supplier's personal representatives or successors in title and assigns.
 - (f) **"Parties"** means both the Company and the Supplier collectively and **"Party"** means each of them individually.
2. The PO constitutes an offer by the Company to purchase the Goods and/or Services specified therein in accordance with these Terms and Conditions and shall be valid for Thirty (30) days from the date of issue appearing on the PO. The Company shall have sole discretion to extend the validity period by a written notification to the Supplier of such extension.
3. The Supplier shall further ensure to confirm the validity of this PO by ascertaining that the PO status reflects as 'Authorised'. Notwithstanding the foregoing, the Company shall bear no liability whatsoever for any fraudulent POs whether issued by the Company's personnel or by any third parties; Suppliers are advised to carry out necessary due diligence to ascertain the authenticity of the POs.
4. The Supplier shall ensure that any delivery of Goods is accompanied by a delivery note confirming delivery. Time of delivery or performance of the Services shall be of the essence under this PO. All Goods and Services shall be received subject to the Company's right of inspection, acceptance and/or rejection. Goods rejected for whatever reason shall be returned to the Supplier at the cost and risk of the Supplier.
5. The Supplier warrants that it has good and clear title in the Goods, free from any lien, encumbrance or security interest. Title and risk shall remain in the Supplier until delivery and acceptance of the Goods unless payment is made prior to delivery in which case title shall pass upon receipt of payment.
6. The Price (which shall be a firm fixed price) for the Goods and/or Services shall be the price set out in the PO. Unless otherwise stated in this PO payments shall be made within sixty (60) days from receipt by the Company of the Supplier's invoice. Where applicable, payment shall be subject to the deduction of withholding tax at such rate as may be prescribed by the Government of Kenya from time to time.
7. The Company reserves the right to terminate the PO, or any part hereof, for its sole convenience upon written notice to the Supplier. The Company reserves the right to terminate the PO in the event that the Good or Services are not supplied or performed in accordance with the Company's specifications.
8. The Supplier warrants that:
 - a) all Goods supplied under this Purchase Order:
 - i. shall be merchantable, fit and safe for the purposes for which it is manufactured;
 - ii. shall be new;
 - iii. shall conform in all respects to the requirements of this PO and other specifications communicated to the Supplier;
 - iv. shall be free from defects in design, materials and workmanship until the expiry of a period of twelve (12) months from the date on which it was placed into service or for the purpose for which it was purchased.
 - b) All services performed under this Purchaser Orders shall be performed in a professional, workmanlike manner and to such high standard of quality consistent with applicable industry standards, in compliance with the PO and the applicable specifications and shall meet the Company's requirements in all respects.
9. The Supplier warrants that the Goods and Services will comply with or be performed in accordance with all applicable laws, regulations and codes of practice, including the Company's Codes of Business (available on request).
10. The construction, interpretation, validity and performance of this PO shall be governed in all respects by the Laws of Kenya.
11. Any dispute which cannot be resolved by the parties may be referred to an arbitrator agreed upon between the Parties or failing such agreement appointed by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom and such arbitration shall take place in Nairobi and in accordance with in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995 and any amendments as may be in force from time to time.

For comprehensive Terms and Conditions of our Purchase Orders please visit www.simbacorp.com