

SEC PURCHASE ORDER TERMS AND CONDITIONS

<u>System:</u> Quality Management System	<u>Reference No, Revision No:</u> Q-F-CS-D-01, Rev 1	<u>Originated by:</u> Commercial Services Manager
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1. Separate invoices are required and be rendered for each shipment/consignment/delivery against this order.
2. Specify discounts applicable on face of invoices. When invoices subject to discounts are not mailed on date of shipment/consignment/delivery, the discount will be calculated from date invoice is received at this office.
3. The material or goods referred to in this purchase order must be shipped/railed/consigned/delivered in such form that the total freight/railage/delivery charges, whether based on cubic measurement or by mass will be kept to a minimum, having regard to the fact that the delivery of the material/goods/ in goods in good order and condition. Packaging charges will not be paid by us unless specific consent thereto is given in the purchase order.
4. You warrant that the use or sale by us of the material or goods specified in this purchase order will not infringe any Letters, Patents or Trade Marks and you indemnify and hold us harmless against any and all results thereof.
5. The material or goods referred to in this purchase order must not exceed the quality ordered and must be of the required quality and must fully comply with our specifications and requirements as set out in this purchase order. Failure to comply therewith will entitle us to return the whole or portion of such material or goods to you at your expense.
6. Substitution of material or goods or any extra charges in respect of this purchase order will not be approved of nor paid by us except with our specific written consent thereto.
7. Time is of the essence of the contract and therefore, failure to effect delivery of the material or goods referred to in this purchase order by the date will entitle us to reject delivery of the material or goods and to cancel this purchase order, in which event you will be liable for all damage and loss of every nature whatsoever sustained by us.
8. We will be entitled, notwithstanding the provisions of clause 7, to suspend shipment/consignment/delivery of the material or goods referred to in this purchase order at any time we deem fit upon our giving notice thereof to you. This will not entitle you, however, to cancel the contract then existing between us, but

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shipment/consignment/delivery will then be effected in accordance with instructions given by us to you from time to time.

9. The supplier must undertake to indemnify and assist in the defence of Swaziland Electricity Company against any liability, claim proceedings, loss or damage caused by any defect in the material or goods supplied and against any damage, cost penalties or other expenses incurred in connection therewith.
10. The Swaziland Electricity Company reserves the right to claim full reimbursement from the supplier for all defective material or goods.
11. Payment for material or goods referred to in this purchase order shall be effected on a 30 days period from the date of the statement.
12. The supplier shall be required to provide guarantee for material or goods supplied. Failure to comply with this provision may lead to either reduction in the cost or replacement of the materials/goods or cancellation of the contract.