



**STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF
SERVICES AS PER THE PURCHASE ORDER**

entered into by and between

**Deloitte & Touche, Deloitte Consulting (Pty) Ltd, Deloitte & Touche
Namibia, Deloitte & Touche Botswana, Deloitte & Touche
Investments (Pty) Ltd t/a Tip-offs Anonymous, Deloitte & Touche
Finance Company (Pty) Ltd, Deloitte & Touche International
Assignments (Pty) Ltd, Deloitte & Touche Tax Technologies (Pty)
Ltd, Tip-offs Anonymous Namibia (Pty) Ltd and Tip-offs Anonymous
Botswana (Pty) Ltd**

(hereinafter referred to as “Deloitte”)

and

The Supplier

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The clause headings in this Agreement have been inserted for convenience only and not for interpretation purposes; any reference to the singular includes the plural; any reference to natural persons includes legal persons and any reference to one gender includes reference to the other, if and where applicable.
- 1.2 In this Agreement, unless inconsistent with or otherwise indicated by the contrary, the following terms shall have the following meanings:
- 1.2.1 **“Agreement”** shall mean these Standard Terms and Conditions together with the Purchase Order attached hereto, as well as all amendments thereto executed by the Parties in accordance with clause 8.1.
- 1.2.2 **“Credit Note”** shall mean a credit note from the Supplier rendered to Deloitte on the credit note date that reverses the charge and complies with the provisions of the current VAT Act (where applicable with regard to the domicile of the Deloitte Entity).
- 1.2.3 **“Deloitte”** shall mean Deloitte & Touche, Deloitte Consulting (Pty) Ltd, Deloitte & Touche Namibia, Deloitte & Touche Botswana, Deloitte & Touche Investments (Pty) Ltd t/a Tip-offs Anonymous, Deloitte & Touche Finance Company (Pty) Ltd, Deloitte & Touche International Assignments (Pty) Ltd, Deloitte & Touche Tax Technologies (Pty) Ltd, Tip-offs Anonymous Namibia (Pty) Ltd and Tip-offs Anonymous Botswana (Pty) Ltd.
- 1.2.4 **“Deloitte Entity”** shall mean Deloitte & Touche, Deloitte Consulting (Pty) Ltd, Deloitte & Touche Namibia, Deloitte & Touche Botswana, Deloitte & Touche Investments (Pty) Ltd t/a Tip-offs Anonymous, Deloitte & Touche Finance Company (Pty) Ltd, Deloitte & Touche International Assignments (Pty) Ltd, Deloitte & Touche Tax Technologies (Pty) Ltd, Tip-offs Anonymous Namibia (Pty) Ltd and Tip-offs Anonymous Botswana (Pty) Ltd, domiciled in their respective jurisdictions.
- 1.2.5 **“Delivery Note”** shall mean an official document accompanying a shipment of goods that lists the description, grade, and quantity of the goods delivered, a copy of the delivery note is signed by the buyer or consignee and is returned to the seller or consignor as a proof of delivery.

- 1.2.6 “**Due date**” shall mean the dates specified on the Purchase Order for supplying the Goods and/or Services.
- 1.2.7 “**Goods and/or Services**” shall mean the description and detail as provided in terms of the specific Purchase Order accepted by Deloitte and the Supplier.
- 1.2.8 “**Invoice**” shall mean a tax invoice from the Supplier rendered to Deloitte, on the invoice date that agrees with this Purchase Order and complies with the provisions of the current VAT Act (where applicable with regard to the domicile of the Deloitte Entity).
- 1.2.9 “**Parties**” shall mean Deloitte and the Supplier.
- 1.2.10 “**Purchase Order**” shall mean a fully completed Deloitte purchase order form bearing Deloitte’s official name, address, VAT registration number (where applicable with regard to the domicile of the Deloitte Entity) and authorised purchase order number together with these standard terms and conditions and all documents attached hereto or incorporated by reference in the purchase order form.
- 1.2.11 “**Statement**” shall mean a statement of account from the Supplier rendered to Deloitte on the statement date.
- 1.2.12 “**Supplier**” shall mean specific contracted vendor on Deloitte’s preferred supplier database.
- 1.2.13 “**Term**” shall mean the terms of this Agreement detailed herein.
- 1.2.14 “**VAT Act**” shall mean the Value Added Tax Act 89 of 1991 (where applicable with regard to the domicile of the Deloitte Entity).

2 **GOODS AND/OR SERVICES**

The Supplier will provide the Goods and/or Services in accordance with the Purchase Order.

3 **ACCEPTANCE AND REJECTION**

- 3.1 Deloitte bears no responsibility for Goods and/or Services delivered and/or provided that are not in accordance with the Purchase Order.
- 3.2 Unauthorised delivery of Goods and/or Services will result in the Goods and/or Services being returned to the Supplier, the Supplier thus liable to Deloitte for all costs in connection with Deloitte returning such deliveries.

4 **EXTENSION OF TIME**

The Supplier will only be entitled to a reasonable extension of time for delivery of the Goods and/or Services if Deloitte agrees to the delay in writing after notification thereof by the Supplier.

5 **TITLE AND RISK**

5.1 Title and risk in the goods and service deliverables will pass as follows:

5.1.1 If the Goods and/or Services are sold, title will pass upon successful delivery and/or provision of the Goods and/or Services by the Supplier, and inspection and acceptance by Deloitte in accordance with the relevant Purchase Order.

5.1.2 If Goods and/or Services are hired, title and all risk in the Goods and/or Services will remain with the Supplier at all times, including during any time that the Goods and/or Services are in Deloitte or any other party's control.

6 **PAYMENT**

6.1 Deloitte will pay the Supplier within 30 days from the date of Statement and/or Invoice provided that:

6.1.1 the Goods and/or Services are in accordance with an authorised Deloitte Purchase Order;

6.1.2 the Goods and/or Services are satisfactory to Deloitte;

6.1.3 the Supplier issues Deloitte with an original tax invoice that complies with the provisions of the current VAT Act (where applicable with regard to the domicile of the Deloitte Entity);

6.1.4 the Invoice reflects the applicable Purchase Order number;

6.1.5 the Invoice is rendered to Deloitte on the invoice date;

6.1.6 the Invoice or Delivery Note is signed by Deloitte as proof of delivery;

6.1.7 payment will be made on an original Invoice or a certified copy only and no faxes or photocopies will be accepted;

- 6.1.8 payment will be made on statement or a Supplier's certification on letterhead of the amounts owed;
- 6.1.9 payment will be made by direct deposit, cheque and the Supplier will provide Deloitte with full bank account details on the for this purpose;
- 6.1.10 payment of monies by Deloitte to the Supplier is a payment on account only, and is not evidence of the value of Goods and/or Services supplied, or an admission of liability or evidence that the Goods and/or Services have been satisfactorily provided in terms of the Purchase Order; and
- 6.1.11 Deloitte may set-off or deduct from any monies owing to the Supplier and any monies owing by the Supplier to Deloitte in terms of any Purchase Order or any other Agreement or Credit Note.

7 WARRANTY

- 7.1 The Supplier will provide the Goods and/or Services :
 - 7.1.1 without defect or fault of any kind;
 - 7.1.2 free from any encumbrance;
 - 7.1.3 by the due dates;
 - 7.1.4 in accordance with the Purchase Order; and
 - 7.1.5 by acting on the Purchase Order, a Supplier agrees to be bound by the Purchase Order and these standard terms.

8 GENERAL

- 8.1 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to this Agreement or their duly authorised representatives;
- 8.2 This document contains the entire Agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein or in the Purchase Order; and

8.3 No indulgence, leniency or extension of time which any party (the Grantor) may grant or show to any other party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in the future.

9 GOVERNING LAW

The Agreement shall be governed by the law of the country in which the relevant Deloitte Entity is domiciled.

10 CONFIDENTIALITY AND NON-DISCLOSURE

The Supplier shall treat as confidential and take all reasonable steps to prevent the disclosure of any information or documentation marked as confidential or indicated as such, delivered or disclosed to the Supplier by Deloitte.

11 FORCE MAJEURE

11.1 With the exception of payment obligations, no Party shall have any responsibility for late delivery or for failure to deliver due to any cause reasonably beyond their control, particularly in the case of Force Majeure, defined in clause 11.2 below.

11.2 "Force Majeure" means any and all acts or events which are neither controllable or predictable and therefore independent of the will of any Party or of its

12 LIMITATION OF LIABILITY

The Supplier shall be liable for all damage, loss, cost or liability incurred by Deloitte if such damage, loss, cost or liability resulted from a breach of the Supplier's warranties as per clause 7, negligence or wilful conduct of the Supplier and/or its agents.

13 GOOD FAITH

In the execution of this Agreement, the parties undertake to observe the utmost good faith and they warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of any other(s) of them.

14 DOMICILIA

Each of the parties chooses domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes

arising from this Agreement and Purchase Order at their respective addresses set forth on the face of the Purchase Order.

15 TERMINATION

Deloitte may terminate any Purchase Order read together with this Agreement at any time without cause by giving written notice to the Supplier.

16 CESSION, ASSIGNMENT

The Supplier shall not be entitled in any manner whatsoever to cede its rights, delegate its obligations and/or assign its rights and obligations, under this Agreement without the prior written consent of Deloitte.