

Standard Terms and Conditions
for
Purchase Orders

1 INTERPRETATION

In this Agreement:-

- 1.1 clause headings are for convenience and are not to be used in its interpretation;
- 1.2 the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:-
 - 1.2.1 “**Affiliate/s**” means any company related to SIML, including but not limited holding companies associates and subsidiaries as defined in the Companies Act, Act No. 71 of 2008;
 - 1.2.2 “**Delivery Address**” shall be the address stipulated in the PO where the Services are to be carried or the Products to be delivered;
 - 1.2.3 “**Delivery Date**” means the date on which the Products and/ or Services are to be delivered to SIML and/ or the Affiliate, which date shall be agreed between the Parties and may be set out in the PO;
 - 1.2.4 “**Lead Time**” shall mean the number of working days excluding public holidays between the receipt by the Supplier of the purchase order placed by the Purchaser and the date of delivery of the Products to the Units;
 - 1.2.5 “**Parties**” means the parties to this Agreement;
 - 1.2.6 “**PO**” means the official purchase order issued by SIML to the Supplier for Products and/ or Services;
 - 1.2.7 “**PO Number**” means the number generated by the SIML accounting system and reflected on the PO;
 - 1.2.8 “**Product/s**” means the subject matter of this agreement, as set out in accordance with **Schedule A** hereto;
 - 1.2.9 “**Purchase Price**” means the price payable by SIML/ the Affiliate to the Supplier for the Product and/ or Services;
 - 1.2.10 “**Quotation**” means the quotation issued by the Supplier for supply of the Products or Services which shall include, inter alia, the price for such Products or Services;
 - 1.2.11 “**Services**” shall mean any services as set out in **Schedule A** hereto;
 - 1.2.12 “**SIML**” means Sun International Management Limited and any of its Units; and
 - 1.2.13 “**Supplier**” means the details of the person and/ or entity providing the Products and/ or Services as more fully set out in **Schedule A**.
- 1.3 Words and expressions defined in any clause shall, for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause.

2 PURCHASE ORDER

- 2.1 Any and all orders for the Products and/or Services which originate from SIML and/ or its Affiliates must be through a PO.
- 2.2 This PO and any attachments thereto constitute the sole and exclusive agreement between SIML and/ or the Affiliate and the Supplier for the Products and or Services in this PO unless otherwise superseded in writing. In the event of any conflict between the Supplier terms and conditions or its Quotation and the SIML and/or Affiliate terms and conditions, the SIML/ Affiliate terms and conditions will prevail unless amendments to the SIML/ the Affiliate terms and conditions are agreed to in writing by SIML/ the Affiliate.
- 2.3 Notwithstanding the aforementioned, in the event of Products or Services procured pursuant to a contract, the terms and conditions thereof shall be read together with the terms and conditions set out in this PO. In the event of a conflict between the contract and this PO, the contract shall prevail.

3 PURCHASE PRICE

The price of the Products or Services will be as stated in SIML/ Affiliate’s PO and, unless otherwise agreed, will be:

- 3.1 exclusive of any applicable tax or value added tax (“VAT”);
- 3.2 inclusive of all charges for packaging, shipping, carriage (or other transportation charges), insurance and delivery, commissioning of Products or performance of Services deliverables to or at the Delivery Address, and of any duties or levies other than VAT;
- 3.3 payable in the currency stipulated on the Quotation which was accepted by SIML/ the Affiliate, and
- 3.4 fixed for the duration of the PO.

4 DELIVERY

- 4.1 The Supplier shall deliver all the Products to and/ or perform the Services at, the Delivery Address, as stipulated in the PO and required by SIML/ the Affiliate, in terms of the Delivery Date specified in this Agreement.
- 4.2 Any Products shall be delivered to, and any Services performed at the Delivery Address and on the Delivery Date.

- 4.3 The Delivery Date of any Products, and the performance of any Services, shall be in accordance with the PO.
- 4.4 Notwithstanding any other provision contained in the Agreement, in the event that the Supplier:
- 4.4.1 fails to deliver on the Delivery Date;
 - 4.4.2 fails to deliver on a later date (as the Parties may have agreed to in writing);
 - 4.4.3 fails to deliver the Product in compliance with the specifications,
- then SIML/ the Affiliate may, at its discretion, be entitled, but not obliged to:
- 4.4.4 terminate the relevant Order and/ or this Agreement forthwith; and/ or
 - 4.4.5 acquire the Product and/or Services from any third party and recover such additional expenditure (if any) in relation to the cost of the Product and/ or Services incurred by SIML/ the Affiliates and damages (if any) from the Supplier; or
 - 4.4.6 deduct from any amount owing to the Supplier by SIML/ the Affiliate in terms of this Agreement or any other agreement SIML/ the Affiliate may have with the Supplier, as a penalty, an amount equal to 2% (two percent) of the Purchase Price for every day or part thereof during which delivery remains outstanding or incomplete or during the period which the Product and or Services fails to comply with the specifications provided. The aforementioned penalty shall not be in excess of the Purchase Price or the adjusted Purchase Price.

5 PAYMENT

- 5.1 SIML/ the Affiliate shall make payment after 30 (thirty) days from date of statement or as agreed between the Parties in writing.
- 5.2 The Supplier shall, only after the delivery of the Product, deliver:
- 5.2.1 the invoice and the proof of delivery in respect of the Product delivered as per the instructions stipulated on the PO; and
 - 5.2.2 the statement, reflecting the invoices delivered to SIML/ the Affiliate in the previous Calendar Month,
- 5.3 SIL shall be entitled to:
- 5.3.1 deduct settlement discounts (if any) agreed upon by the parties from any amount owing to the Supplier;
 - 5.3.2 set off any amounts owing by the Supplier to SIL against any amount SIL owes to the Supplier; or
 - 5.3.3 withhold payment in the eventuality contemplated in clause 8.4

6 OWNERSHIP AND RISK

- 6.1 The Supplier shall be liable for any shortfall or damaged Products prior to acceptance by SIML.
- 6.2 Title in and risk of loss in the Product remain with the Supplier until Products purchased under this PO have been delivered to SIML/ the Affiliate at the location Delivery Address and accepted by SIML/ the Affiliate.
- 6.3 The Supplier shall be liable for any shortfall or damaged Products prior to acceptance by SIML/ the Affiliate.
- 6.4 Where the Services or Supply are provided to more than one Affiliate or SIML and Affiliates, SIML and/ or an Affiliate shall not be joint and severally liable; liability shall be carried separately and severally and SIML does not stand as surety for any of the Affiliates and each Affiliates liability is independent of any other Affiliate.

7 QUALITY

- 7.1 The Supplier shall maintain the quality of the Products in accordance with the approved standard and quality specifications stipulated by SIML/ the Affiliate and/or the appointed designer.
- 7.2 The Supplier agrees to maintain the quality of the Products in accordance with the approved standard and quality specifications agreed upon by the Parties.
- 7.3 Notwithstanding any other rights that SIML/ the Affiliate may have, SIML/ the Affiliate may return any of the Products that are not in accordance with SIML/ the Affiliate's specifications or quality, within 7 (seven) working days from receipt of the Product or as soon as reasonably possible after the defect is noticed, and any costs associated with such return will be for the Supplier's account. In the event that the Product is incapable of being returned, the Supplier shall indemnify and/ or make good any cost (damages or otherwise) that arise or may be related to the consumption of such Product as determined by SIML/ the Affiliate.
- 7.4 The Products shall be fit for the purposes intended and manufactured in accordance with industry standards.
- 7.5 All Services shall be performed with the necessary skill, diligence and expertise as may have been represented to SIML/ the affiliate and in accordance with industry best practices.

8 WARRANTIES

- 8.1 Supplier shall ensure that;
 - 8.1.1 any Products and/or Services shall be free from defects in materials and workmanship; and
 - 8.1.2 any deliverables shall comply with all statutory requirements and regulations,
 - 8.1.3 any Services will be performed by appropriately qualified and trained personnel and with the necessary skill and diligence; and
 - 8.1.4 neither the sale nor supply of any Product or Service, nor its proper use by SIML/ the Affiliate for an intended purpose, will breach any property rights in or about that such Product or Service, including but not limited to intellectual property rights, of any other person.
- 8.2 All warranties, conditions and other terms implied by statute or common law will apply to any deliverables.
- 8.3 It is the Supplier's responsibility to ensure that the product supplied is suitable for the environment and application for which it is intended.
- 8.4 Should the Supplier fail to comply with any obligation under the PO or breach any of the above warranties, SIML shall be entitled, to reject such Product and/ or Services and the Supplier shall not be entitled to receive payment for such Product and/ or Service. In the event that the Purchase has already been paid, then SIML/ the Affiliate may demand the repayment of any sum already paid for them.
- 8.5 The Supplier is referred to the following documents that can be viewed on Sun International's public internet website at www.suninternational.com:-
 - 8.5.1 The Sun International Corporate Compliance Policy;
 - 8.5.2 The Code of Ethics for the Sun International Group; and
 - 8.5.3 The Corporate Gifts and Entertainment Policy for the Sun International Group.
- 8.6 The Supplier confirms that it has read and that it understands the above mentioned policies and that it fully subscribes to the principles of ethical business conduct as are expressly or implicitly dealt with in the said policies.
- 8.7 The Supplier warrants that all information provided by it in relation to its company documentation, and empowerment credentials are true and correct. The Supplier further warrants that it has not partaken in any action, or conducted itself in any manner, which is an attempt to circumvent any legislation. To this end, the Supplier warrants that it understands the intent and purpose of the Broad Based Black Economic Empowerment Act, Act No. 46 of 2013, and warrants that no action and/ or conduct has been carried out to circumvent the legislation. The Supplier shall provide to SIML and/ or the Affiliate with such documentation as it may request in order to satisfy itself that this clause has been met.
- 8.8 A breach of any of the above warranties shall constitute a material breach and SIML and/ or the Affiliate shall be entitled to terminate this agreement and seek such damages as it deems fit.

9 INDEMNITY

- 9.1 Supplier indemnifies SIML/ the Affiliate against any cost, claim, expense or liability arising from any risk or defect in relation to any Product and/ or Service and or any claim that may arise from any Product and/ or Service howsoever arising.
- 9.2 SIML/ the Affiliate will not be liable to the Supplier for any delay or failure to perform any of any obligations under this PO if the delay or failure was due to a cause beyond the reasonable control of SIML/ the Affiliate.
- 9.3 If any Product or part of such Product were bought or obtained by Supplier from a third party then any and all benefits or indemnities from such party in respect of such Product or part of the Product shall be passed over to SIML/ the Affiliate. The Supplier warrants that same is a condition of their purchase from any third party.
- 9.4 SIML/ the Affiliate shall not be liable for any damages arising out of the death of or injury to an employee of the Supplier or any of its agents, representatives or sub-contractors whilst such person is at properties, hotels or casinos managed owned or operated by SIML/ the Affiliate's or whilst using any equipment owned or operated by the SIML/ the Affiliates. In addition, SIML/ the Affiliates shall not be liable for any damage to or loss of any property belonging to any of the aforesaid persons howsoever arising and the Supplier indemnifies SIML/ the Affiliate against any such claim.
- 9.5 The Supplier hereby indemnifies SIML/ the Affiliate against any claim, damage, loss or liability howsoever arising, except where damage or loss is caused by the gross negligence of SIML/ the Affiliate or any of its servants or agents.
- 9.6 The Supplier will be liable for any Product liability claim in terms of the Consumer Protection Act, Act No. 68 of 2008, or any other claim that may arise from a defect in the Products and further indemnifies SIML from any loss, claim and/or damage that may arise from the provisions of this Agreement.

10 INSURANCE

- 10.1 The Supplier shall obtain and maintain for the duration of the PO insurance cover with a reputable insurance company to insure against all reasonably foreseeable insurance risk relating to the performance of its obligations in terms of the PO for amounts which accord with sound and prudent commercial practices and, in addition thereto, without limiting the generality thereof:
- 10.1.1 product liability;
 - 10.1.2 public liability;
 - 10.1.3 any liability to pay damages or compensation to its employees;
 - 10.1.4 damage or loss to the Product, equipment, whether owned, hired or operated by the Supplier to be used by SIML/ the Affiliate at the Delivery Location; and
 - 10.1.5 injuries as it is required under the Compensation for Injuries and Diseases Act No. 130 of 1993 as amended;
 - 10.1.6 damage or loss to motor vehicles brought onto the Delivery Location or any other site under the control of SIL; and
 - 10.1.7 The Supplier shall upon the written request of SIML/ the Affiliate , submit proof, to the satisfaction of SIML/ the Affiliate, that it has obtained and maintained insurance as set out in this clause above and shall deliver proof of the payment of the premiums in respect of such insurance cover to SIML/ the Affiliate.

11 TAX

The Supplier is responsible for and will pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on the sale of the Products or the provision of Services, or any other duties or fees related to any payment by SIML/ the Affiliate to the Supplier for Products and/or Services provided to SIML/ the Affiliate pursuant to this PO.

12 BREACH

- 12.1 In the event that either party commits a breach of this Agreement and does not rectify the same within 7 (seven) working days of receiving a notice to do so, from the other party, such party shall have the right, without prejudice to any other right it may have, to enforce specific performance, or to cancel this Agreement forthwith, with or without claiming damages.
- 12.2 SIML and/ or the Affiliate shall have the right to terminate this Agreement on three (3) days written notice to the Supplier upon the occurrence of any of the following events:
- 12.2.1 when the Supplier becomes insolvent or a petition in bankruptcy or for corporate reorganization or for any similar relief is filed by or against the Supplier, or a receiver is appointed with respect to any of the assets of the Supplier, or liquidation proceeding is commenced by or against the Supplier;
 - 12.2.2 when the Supplier assigns the whole or substantial part of its business undertaking or assets to a third party by agreement, order of court or otherwise, or ceases to carry on its business;
 - 12.2.3 when the Supplier is wound up either compulsorily or voluntarily or merges into another business or makes a change in the principal management;
 - 12.2.4 if business rescue proceedings in terms of Section 132(1) of the Companies Act, No. 71 of 2008 are instituted; or
 - 12.2.5 upon the instruction of any regulatory body having the relevant jurisdiction over the Supplier.

13 GENERAL

- 13.2 This Agreement shall be governed and construed according to the laws of the Republic of South Africa.
- 13.3 Any amendments to this Agreement must be recorded in writing.
- 13.4 The Parties shall treat all information supplied by the other as confidential so long as such information is not in the public domain and relates to the operation and management of the other party's business.
- 13.5 The Parties shall not be entitled to sub-contract, cede or assign any of its rights or obligations in terms of this Agreement, without the prior written consent of the other Party.
- 13.6 The intellectual property of either Party shall not be utilised without the written consent of that Party.

PART 1: SUPPLIER DETAILS

PART 2: PRODUCT/ SERVICES