

<b>STANDARD TERMS AND CONDITIONS</b>			
1	<b>RECITAL</b>	4.8.4	Where the goods will be collected by Tiger ownership of and risk in, and to, the goods, shall pass to Tiger upon physical collection thereof.
1.1	This Agreement shall apply to all procurement of goods and/or services by Tiger Consumer Brands Limited ("Tiger") in the following circumstances:	4.9	Tiger shall have the right to inspect the goods and to measure progress on the execution of services at all reasonable times and to reject goods and/or services that don't comply with these Terms. Any inspection, checking or approval by Tiger shall not relieve the Supplier from any other obligations under the Agreement.
1.1.1	The goods and/or services procured are valued at R 500 000 (five hundred thousand)/R 2 million or less; and	5	<b>HEALTH, SAFETY AND SECURITY PROCEDURES</b>
1.1.2	the expense commitment has arisen from a Purchase Order, that has been accepted by both parties.	5.1	The Supplier hereby agrees and undertakes, in terms of Section 37(2) of the Occupational Health and Safety Act, 1993, to ensure that the Supplier and the Supplier's personnel comply with the aforesaid Act and accept sole responsibility for all health and safety matters relating to the provision of the goods and/or services, or in connection with or arising out of such goods and/or services, for the duration of this Agreement, including: providing for the health and safety of the Supplier's personnel and ensuring that the Supplier's personnel at all times adhere to the Occupational Health and Safety Act, 1993, and the terms and conditions of this Agreement; and ensuring that neither the Tiger's personnel's nor any third party's health and safety is endangered in any way by the Supplier's activities or conduct in providing the goods and/or services.
1.2	This Agreement along with the Purchase Order, is the sole record of the agreement between the parties and may only be varied or waived in a written, signed document between Tiger and the Supplier. All other Terms, including those of the Supplier are hereby expressly excluded.	6	<b>WARRANTIES</b>
1.3	Any quotations from the Supplier are viewed as an invitation to treat and is not a binding offer unless accepted by both parties and finalised with this Agreement.	6.1	The Supplier represents and warrants:
1.4	In the event the Parties conclude a subsequent agreement, such subsequent agreement shall supersede this Agreement only if it is specifically agreed to in the subsequent agreement.	6.1.1	substantial conformance and compliance in all respects with all functional, technical and other written design specifications referenced in or agreed to between the Parties in a Purchase Order (" <b>Specifications</b> ");
2	<b>DEFINITIONS</b>	6.1.2	that the goods and/or services shall be rendered in an efficient, workmanlike, prompt, professional, hygienic, safe manner in accordance with good industry practice and
	The following words/expressions shall have the meaning(s) respectively set out opposite them, unless it appears otherwise from the context of the Agreement:	6.1.3	that the Supplier shall exercise that degree of skill, care and diligence which could reasonably be expected from a skilled and experienced operator complying with all applicable laws.
2.1	" <b>Data Subjects</b> " means Tiger's subsidiaries and affiliates, consumers of Tiger's products, Tigers, suppliers, Personnel and any other Person/s to whom Personal Information relates;	6.1.4	that it operates its business in compliance with all applicable legislation
2.2	" <b>Intellectual Property</b> " means all the rights in respect of trade-marks, service marks, trade names, domain names, logos, get-up, patents, provisional patents, inventions (whether patentable or not), know-how (including confidential industrial and commercial information and techniques in any form), utility models, registered and unregistered design rights, copyright, semi-conductor topography rights, database rights, rights in respect of any new or existing compilation of any data or information not covered under any existing copyright, any structured analysis, reports, application and any resulting know-how, use or any other results originating or following from or as a consequence of data being made available in respect of any of the aforementioned or part thereof, and all similar proprietary rights which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations, as well as any confidential information or processes relating to that subject matter and includes Developed Intellectual Property;	6.1.5	that goods supplied shall be new, merchantable, fit for intended purpose, of agreed quality and description and in accordance with the agreed specifications,
2.3	" <b>Parties</b> " means the Supplier and Tiger, and "Party" means either the Supplier or Tiger (unless the context implies otherwise);	6.1.6	that goods supplied shall be free from defects in materials, workmanship and design
2.4	" <b>Person</b> " means any natural or juristic person;	6.1.7	that goods supplied are not subject to any lien/hypothec/pledge/mortgage/notarial bond/judicial attachment or any other encumbrance and therefore the Supplier is entitled to transfer ownership thereof to Tiger.
2.5	" <b>Personal Information</b> " means information relating to an identifiable Person, including information relating to the Person's as defined by applicable legislation including Protection of Personal Information Act;	6.2	The Supplier/it's employees or sub-contractors shall:
2.6	" <b>Process</b> " and " <b>Processing</b> " means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, as defined in the Protection of Personal Information Act;	6.2.1	comply with all applicable laws including relevant statutes, ordinances, by-laws and regulations having any bearing on the agreement and will obtain all necessary licenses, permits and approvals that it requires to perform its obligations and shall ensure that its employees do the same;
2.7	" <b>Purchase Order</b> " means the individual work authorisations executed by the Parties pursuant to this Agreement; and	6.2.2	take all reasonable steps to ensure that the goods and/or services are delivered timeously without any undue delay acknowledging that time is of the essence in the performance of its obligations herein.
2.8	" <b>Remuneration</b> " means the money that Tiger shall pay the Supplier for performing and completing the goods/services in accordance with the terms of the Agreement as stipulated in the Purchase Order;	6.2.3	Ensure that work conducted by its employees or subcontractors are conducted in a safe and responsible manner and in accordance with site rules implemented by Tiger (when applicable)
3	<b>PURCHASE ORDER</b>	6.2.4	Comply with Tiger's Supplier Code of Conduct and Ethical Sourcing Policy
3.1	This Agreement shall commence on the date of the Purchase Order and continue thereafter for the duration stipulated in the Purchase Order, unless terminated by either Party in accordance with this Agreement or extended by the Parties by written agreement.	6.2.5	The Supplier hereby indemnifies and absolves Tiger from any claims, damages, losses and any other liability arising from any cause whatsoever to the extent that such liability is attributable to (whether wholly or in part) any defect or deficiency in any goods and/or services supplied by the Supplier, its employees or sub-contractors or is due to the Supplier's/it's employees or sub-contractor's failure to comply with any applicable laws OR is due to the Supplier's/its employees or sub-contractor's fault.
3.2	The Parties may execute Purchase Orders from time to time specifying the specific goods and/or services and which the Supplier will provide to Tiger. Purchase Orders shall: (i) be given in writing; (ii) specify the type and quantity of goods and/or services of ordered, and (iii) specify the date on which the order shall be delivered, and the delivery location.	6.3	The Supplier shall at all times during the performance of its obligations in terms of this agreement, ensure that:
3.3	Each Party shall use the relevant Purchase Order number in all subsequent correspondence relating to the Purchase Order.	6.3.1	no data collected from any person during the supply of the goods and/or services is sold, disclosed, commercially exploited, or used in any way other than as expressly authorised by Tiger and
3.4	Any work undertaken by the Supplier and not agreed to in a signed Purchase Order shall be at the Supplier's sole risk and expense.	6.3.2	ensure that it processes for only the express purpose for which it was obtained.
3.5	The Parties agree that terms and conditions of this Agreement are hereby incorporated into each Purchase Order.	6.4	The Supplier/it's employees/sub-contractors agree to treat as strictly confidential the operations, business and affairs of Tiger and not to divulge any information relating thereto to any third party, agent or employee without the prior written consent of Tiger, save as required by law.
3.6	Tiger may, at any time prior to despatch by the Supplier, amend or cancel a Purchase Order by written notice to the Supplier. If Tiger amends or cancels a Purchase Order, Tiger's liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Purchase Order up until the date of receipt of the notice of amendment or cancellation. The Supplier will use all reasonable endeavours to mitigate its losses.	7	<b>REMUNERATION, INVOICING AND PAYMENT</b>
3.7	Tiger shall be entitled to cancel a Purchase Order if the Supplier is in breach of its obligations in respect of that Purchase Order, and such breach has not been remedied to the reasonable satisfaction of Tiger within 10 (ten) Business Days' written notice to the Supplier requesting it to remedy such breach.	7.1	The price for the goods and/or services shall be the price specified in the Purchase Order and shall be paid to the Supplier in the amount indicated therein, into the account nominated in writing by the Supplier.
4	<b>DELIVERY OF GOODS AND/OR SERVICES</b>	7.2	Price amendments shall be subject to agreement and acceptance by both parties, in writing.
4.1	The Supplier shall perform and complete the goods and/or services in terms of the Agreement and as more fully set out in each Purchase Order, including performing the steps and tasks described in such Purchase Order and any other steps and tasks required even if such steps and tasks are not listed in or described in the Purchase Order, in all instances in which such other steps and tasks reasonably and necessarily constitute an inherent part of the goods and/or services.	7.3	Unless expressly stated to the contrary in the Purchase Order:
4.2	The Supplier shall perform and complete the goods and/or services at the location/s stipulated in the Purchase Order.	7.3.1	the Price shall be exclusive of VAT and shall include standard packaging, delivery and installation (where applicable);
4.3	The Supplier will perform the goods and/or services diligently, in a timely manner, and in accordance with any applicable service levels and time schedules set forth or referred to in the Agreement and in each Purchase Order.	7.3.2	no additional charges of whatever nature shall be recoverable from Tiger unless the Supplier has, prior to the execution of the Purchase Order, obtained Tiger's agreement in writing on such additional charges.
4.4	The Supplier is fully responsible for the performance of its obligations under the Agreement with respect to the goods and/or services provided by the Supplier to Tiger.	7.4	The Remuneration shall include all of the Supplier's costs, expenses and liabilities to fully comply with all its statutory and legal obligations and warranties pursuant to the terms of the Agreement, including for providing Personnel, equipment, materials, transport, handling, location/s and facilities.
4.5	The Parties shall continue to perform their respective obligations under the Agreement, including the performance of the goods and/or services and the payment of undisputed fees and Remuneration, without any interruptions, including during any dispute which may arise under this Agreement.	7.5	Tiger may withhold payment of Remuneration that it disputes in good faith (or, if the disputed Remuneration has already been paid, Tiger may withhold an equal amount from a later payment). In such event, Tiger will not be in breach of contract but the Parties may refer the matter to dispute resolution in accordance with the provisions of this Agreement.
4.6	As an integral part of the goods and/or services, the Supplier and its personnel shall comply with all Tiger policies and procedures, including health and safety policies and procedures.	8	<b>INTELLECTUAL PROPERTY</b>
4.7	Where the goods will be delivered by the Supplier- ownership of and risk in, and to the goods shall pass to Tiger upon installation or delivery at agreed delivery address.	8.1	Tiger retains all right, title and interest in and to their proprietary Intellectual Property that exists as at the Commencement Date, and at any time thereafter.
4.8	In addition for the passing of risk to take place, the following is required:	8.2	The Supplier shall not be permitted to use Tiger Intellectual Property (or any part thereof) for (i) the benefit of any entities other than Tiger without the written consent of Tiger, which may be withheld at Tiger's sole discretion and (ii) outside of the scope of the goods and/or services and the Agreement generally.
4.8.1	in respect of delivery, a signed delivery note	8.3	The Supplier hereby grants to Tiger a fully paid-up, royalty-free, non-exclusive license to use any Supplier Intellectual Property solely as necessary to use and receive the goods and/or services (or any part thereof) being provided to Tiger, including for the duration of the termination assistance period.
4.8.2	in respect of installation, a signed certificate of installation	8.4	Any intellectual property owned, developed or acquired by a party prior to this agreement coming into effect shall remain the sole and exclusive property of the party who is the lawful proprietor thereof.
4.8.3	in respect of goods and/or services, agreed performance targets and timelines	8.5	Any intellectual property made, created or discovered by the Supplier in the course and scope of this agreement in connection with or relating to the business of Tiger, shall be disclosed to Tiger and shall belong to and be the absolute property of Tiger.

9	<b>INDEMNITY</b>			
9.1	The Supplier indemnifies Tiger and holds Tiger harmless against all liabilities, costs, expenses, damages, compensation and losses (each a "Claim") suffered or incurred by Tiger:			accidental loss, destruction or damage, including any technical and organisational security procedures and measures as may be required or directed by Tiger from time to time. Supplier agrees, at Tiger's request, to provide relevant assistance to Tiger to devise appropriate technical and organisational measures.
9.1.1	as caused by the Supplier to Tiger; and/or arising out of or in connection with:	14.1.5		The Supplier hereby warrants in favour of Tiger that it shall at all times strictly comply with all legislation relating to data protection and with all the provisions and requirements of Tiger's Data protection policies and procedures (including encryption standards) in force, from time to time, and any further requirements of which Tiger may, from time to time, advise the Supplier in writing, or which may be required by Legislations, whether within the Republic of South Africa or elsewhere in the world.
9.1.1.1	the failure by the Supplier to comply with Legislation, including any legislation or industry code/practice applicable to the performance of the goods and/or services by the Supplier;			
9.1.1.2	the infringement of a third party's Intellectual Property, confidentiality obligations, Data privacy and protections obligations arising out of or in connection with the performance of the goods and/or services by the Supplier;	14.1.6		The Supplier hereby warrants and undertakes that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Tiger Data for any purpose other than with the express prior written consent of Tiger, and to the extent necessary to provide the goods and/or services to Tiger.
9.1.1.3	the death or personal injury of any person as caused by the Supplier and arising out of or in connection with the performance of the goods and/or services by the Supplier;			
9.1.1.4	the damage to or loss of or destruction of any property arising out of or in connection with the performance of the goods and/or services by the Supplier; and	14.1.7		The Supplier further warrants that it shall ensure that all its systems and operations which it uses to provide the goods and/or services, including all systems on which Tiger Data is copied, compiled, collected, collated, processed, mined, stored, transmitted, altered or deleted or otherwise used as part of providing the goods and/or services, shall at all times be of a minimum standard required under legislation and further be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of such data.
9.1.1.5	any Claim made against Tiger by a third party arising out of or in connection with the performance of the goods and/or services by the Supplier.			
9.2	The indemnities set forth in this Agreement shall not cover a Party to the extent that a Claim results solely from such Party's gross negligence.			
9.3	Nothing in this Clause 9 shall restrict or limit either Party's general obligation at law to mitigate a loss which it may incur as a result of a matter giving rise to a Claim.	15	<b>GENERAL</b>	
10	<b>LIMITATION OF LIABILITY</b>	15.1		The Agreement shall be governed, constituted and interpreted in accordance with the law of the Republic of South Africa.
10.1	Tiger's total liability in terms of this agreement shall be limited to the Remuneration paid or payable to the Supplier pursuant to the Agreement and all Purchase Orders for performance of the goods and/or services.	15.2		If any provision contained in the Agreement is rendered void, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
10.2	In no event will the Tiger be liable for any indirect, special or consequential damages, arising out of or relating to its breach of the Agreement.	15.3		In the event that any provision of this Agreement conflicts with legislation or if any such provision is held invalid by an arbitrator or a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties, but in accordance with Legislation. The remainder of this Agreement shall remain in full force and effect.
11	<b>BREACH</b>			
11.1	In the event of either party breaching any of its obligations under this agreement and such party failing to remedy such breach within a period of fourteen (14) days of receipt of written notice from the aggrieved party calling upon it to do so, the aggrieved party shall be entitled without further notice to (a) cancel the agreement and/or cancel the purchase order and (b) claim specific performance without prejudice to the aggrieved party's right's to claim damages or to enforce any other remedy to which it may be entitled to.	15.4		No variation of the Agreement and no agreed cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the authorised representatives of the Parties.
11.2	In addition to clause 11.1 above, Tiger shall be entitled to cancel the agreement and/or any purchase order forthwith if:	15.5		Tiger nominates as its domicilium citandi et executandi its registered business address for service upon it of all processes in connection with any claim arising from the agreement. The Supplier nominates as its domicilium citandi et executandi its address as stipulated in the Vendor Application Forms.
11.2.1	the Supplier is either provisionally or finally wound up/sequestered or seeks to make a compromise with its creditors, provisionally or finally liquidated, placed under judicial management or is in business rescue proceedings;	15.6		The Supplier shall comply with the Tiger procedures and rules as communicated from time to time.
11.2.2	the Supplier commits a breach of the agreement which cannot be rectified	15.7		An acceptance of the Purchase Order by the Supplier shall be construed as an unconditional acceptance of these terms.
11.2.3	the Supplier is guilty of any act of fraud, bribery, corruption, intentional misrepresentation or contravening any applicable law	15.8		The Supplier shall not, without the prior written consent of Tiger:
11.2.4	Tiger shall be entitled to cancel the agreement and/or any purchase order by giving the Supplier one calendar months written notice.	15.8.1		subcontract any of its obligations,
12	<b>FORCE MAJEURE</b>	15.8.2		cede or assign any of its rights or obligations under this agreement
12.1	"Force Majeure" means an event that prevents or delays a party from being able to perform an obligation other than the payment of money under this agreement, where such event would constitute force majeure, such as wars, insurrections, strikes, acts of God, governmental actions or controls, water restrictions or other causes beyond the control of a party. Should any party be prevented from performing its obligations in terms hereof, then such failure shall not be regarded as a breach of its obligations provided that:	15.9		The Supplier shall at all times be liable for the acts or omissions of its employees, agents, sub-contractors, cessionaries, assigns or any other associated party used by it as if they had been acts or omissions of the Supplier.
12.1.1	the party subject to the force majeure shall give prompt notice to the other party of the nature and estimated duration of the Force Majeure concerned;	15.10		Any process/structure perceived to be "fronting" in terms of the Broad Based Black Economic Empowerment Act no 53 of 2003 ("BBBEE Act") shall be deemed to be a deliberate misrepresentation on the part of the Supplier and shall entitle Tiger to cancel this agreement with immediate effect and enforce its rights in terms of the law.
12.1.2	the parties shall co-operate and collaborate together and use all reasonable efforts to overcome the force majeure concerned and/or nullify its effect; and	15.11		No indulgences or extensions of time or latitude which one of the parties may allow to the other, shall constitute a waiver by that party of any of its rights.
12.1.3	any suspension of performance within the provisions of the above shall be limited to the period during which such inability shall exist and the period of this agreement shall be interrupted by the period of such suspension	15.12		Tiger may inspect and audit the facilities and premises of the Supplier for any purposes associated with the manufacture, distribution and/or supply of goods and/or services at any time during normal business hours on reasonable notice to the Supplier.
12.2	If the force majeure event, as mentioned in this clause 12 above substantially or permanently prevents the continued performance of either party of its obligations in terms of this agreement for a period exceeding thirty (30) consecutive days, then either party shall be entitled, by giving notice in writing, to terminate this agreement in respect of any of its obligations still to be performed hereunder.	15.13		The Supplier is an independent contracting party and this Agreement does not constitute a contract of agency, representation, employment or partnership with Tiger.
13	<b>DISPUTES</b>			
13.1.1	If a Dispute arises, the Party shall attempt to resolve the matter by informal mediation or negotiation with an executive representation of each Party.			
13.1.2	If any Dispute cannot be resolved utilising the informal procedures, then the Dispute shall be referred to then such dispute shall on written demand by the electing Party be submitted to arbitration at Arbitration Foundation of Southern Africa so that such dispute can be finally resolved by arbitration in terms of the Arbitration Act, No 42 of 1965 (unless the Parties agree otherwise).			
13.1.3	The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause 13.1.3 may be made an order of court at the instance of any Party to the arbitration.			
13.1.4	Each Party agrees to continue performing its obligations under the Purchase Orders while any dispute is being resolved.			
14	<b>DATA PROTECTION AND PERSONAL INFORMATION</b>			
14.1	Access to Tiger data and Personal Information relating to Tiger or other Date Subjects, collectively referred to as ("Tiger Data")			
14.1.1	Tiger shall permit the Supplier to have access to Tiger Data solely to the extent the Supplier requires access to such Data to provide the goods and/or services in accordance with the terms of this Agreement.			
14.1.2	The Supplier may only access and Process Tiger Data in connection herewith or as directed by Tiger in writing and may not otherwise modify Tiger Data, merge it with other data, commercially exploit it or engage in any other practice or activity that may in any manner adversely affect the integrity, security or confidentiality of such Data, other than as specifically permitted herein or as directed by Tiger in writing.			
14.1.3	The Supplier understands and agrees that Tiger owns all right, title and interest in and to Tiger Data and in and to any modification, compilation or Derivative Works therefrom (collectively, "Data and Modified Data"), and also owns all Intellectual Property, and other proprietary rights in and to the Data and Modified Data.			
14.1.4	The Supplier warrants and undertakes that, as part of the goods and/or services provided to Tiger, it shall take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of Tiger Data Processed by it and protect such Tiger Data against unauthorised or unlawful disclosure, access or processing,			