

PURCHASE ORDER

**Supply SA (Pty) Ltd**

P.O. Box 40861, Garsfontein East, 0060

New Address:

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REG No. 2003/025/699/07

Apex Corporate Park, Block E, Pretoria East

Fax: 086 695 7504

Website: www.supplysa.com

Company: The Paramedic shop

Contact: Aletia

Contact Number: 021 556-3701

E-Mail: sales@paramedicshop.co.za

Address:

Delivery Date: 10 June 2022

Date: 2022-06-08

Account No: THPAR4

Purchase Order No: PSASS5546

Quote No: SASS184916 | Invoice No : SASS18739

Supplier code:

Code	Your Code	Description	Colour	Size	Qty	Price	Total
Custom	Custom	Wound cleaner 100ml	NA	NA	14	8.95	125.30
Custom	Custom	Non-sterile gauze - pack of 100 - 50*50mm	NA	50x50	6	18.95	113.70
Custom	Custom	100g cotton wool	NA	NA	7	17.95	125.65
Custom	Custom	Sterile gauze swabs 100x100mm	NA	NA	21	4.85	101.85
Custom	Custom	Tweezers for splinters	NA	NA	3	17.95	53.85
Custom	Custom	First aid scissors	NA	NA	2	7.95	15.90
Custom	Custom	Safety pins	NA	NA	2	2.95	5.90
Custom	Custom	Triangular bandages	NA	NA	18	11.05	198.90
Custom	Custom	Roller bandages 75mmx5m	NA	NA	17	2.85	48.45
Custom	Custom	Roller bandages 100mmx5m	NA	NA	24	2.85	68.40
Custom	Custom	Roll elastic adhesive 25mmx3m	NA	NA	3	18.95	56.85
Custom	Custom	Non-allergenic adhesive strip	NA	NA	6	18.95	113.70
Custom	Custom	Packet adhesive strips 25 per box	NA	NA	137	28.95	3,966.15
Custom	Custom	FAD no 3 dressing	NA	NA	8	2.95	23.60
Custom	Custom	FAD no 4 dressing	NA	NA	19	8.95	170.05
Custom	Custom	Interlocking splints	NA	NA	18	14.95	269.10
Custom	Custom	Latex gloves - 100 per boxSize: L, M	NA	NA	2	199.99	399.98
Custom	Custom	CPR mouth pieces	NA	NA	7	6.15	43.05
Custom	Custom	Emergency/space blanket	NA	NA	3	9.15	27.45
Custom	Custom	Burnshield dressing medium 100mmx100mm	NA	NA	24	22.95	550.80
Custom	Custom	Burnshield dressing large200x200mm	NA	NA	25	59.95	1,498.75
Custom	Custom	Bio hazard bag	NA	NA	110	2.05	225.50
Custom	Custom	Eye wash bottles	NA	NA	7	29.95	209.65

Custom	Custom	FAD no 6 bandage	NA	NA	20	13.65	273.00
Custom	Custom	Regulation 7 first aid kit in A4 nylon bag with content	NA	NA	10	419.95	4,199.50
						Sub Total	12,885.03
						15% VAT	1,932.75
						Total	14,817.78

TERMS & CONDITIONS

INTRODUCTION

These Purchase Order Terms and Conditions (hereinafter referred to as "terms") contain the entirety of the Terms and Conditions of Giftwrap Trading (Pty) Ltd (hereinafter referred to as "Giftwrap").

Neither Giftwrap trading nor the Seller shall be bound by any oral or written Agreements not expressly included in these terms.

These terms may only be amended, if such amendment is brought in writing and signed by both parties.

APPLICATION OF THE TERMS

Upon the Seller's acceptance of the Purchase Order these terms shall automatically be binding on the Seller and shall be of full force and effect.

These terms shall apply to the purchase by Giftwrap of all products from the Seller described on the face of the Purchase Order or such other documents referred to on the face of the Purchase Order.

If there is an existing Agreement between Giftwrap and the Seller, and there are any conflicts in terms of the Agreements and these terms, these terms will prevail over such existing Agreement.

PRICE AND PAYMENT

The price for the products purchased from the Seller shall be as stated on the face of the Purchase Order.

Giftwrap shall not be liable for any other costs not stated in such Purchase Order.

The Supplier specifically warrants that it holds Giftwrap harmless for any costs that arise in the future that are not specifically stated on the face of the Purchase Order.

Payment of the Purchase Price shall be as stated on the Purchase Order.

TITLE, RISK AND OWNERSHIP

4.1 Risk in, Title to and Ownership of the Products shall pass to Giftwrap only in the event of successful delivery in terms of clause 7 of these terms.

QUALITY OF GOODS AND RETURN POLICY

The Seller shall meet all quality requirements of Giftwrap and Giftwrap's Customers, the quality of the product shall be subject to Giftwrap's approval and Giftwrap shall be entitled to reject non-conforming products in accordance with the provisions of these terms.

Giftwrap shall be entitled to return goods in the following circumstances:

- 5.2.1 in the event that goods are not delivered in accordance with the specifications as set out in the Purchase Order;
- 5.2.2 if the quantity of the goods delivered do not comply with the quantity specified in the Purchase Order;
- 5.2.3 if any of the goods have been damaged;
- 5.2.4 in the event that Giftwrap did not have an opportunity to inspect delivered goods;
- 5.2.5 if goods that Giftwrap agreed to purchase mixed with goods that were not agreed to by Giftwrap are delivered and Giftwrap rejects the delivery of such goods in terms of section 19(8) of the Consumer Protection Act, Act 68 of 2008;
- 5.2.6 in the event that goods intended to satisfy a particular purpose, which purpose was communicated to the Supplier as contemplated in section 55(3) of the Consumer Protection Act, Act 68 of 2008 are within 10 (ten) days after delivery found to be unsuitable for such communicated purposes.

In the event that Giftwrap exercises its rights as contemplated in clause 5.2 above within 15 (fifteen) days from delivery or within 15 (fifteen) days after Giftwrap becoming aware of the circumstances leading to Giftwrap exercising its rights in terms of clause 5.2 (whichever is the latest), Giftwrap shall be entitled to a full refund for goods so returned, which refund shall be payable by the Supplier into Giftwrap's banking account as nominated by Giftwrap from time to time within 30 (thirty) days from the date of such return, such refund shall not prejudice Giftwrap's right to claim damages or any other right available to Giftwrap in terms of law.

TRANSPORT AND PACKAGING

The Supplier warrants that products shall be suitably packaged and marked.

The Supplier specifically warrants that Giftwrap shall not be liable for any transport costs if not indicated on the face of the Purchase Order.

DELIVERY

Upon delivery of the product at the site of Giftwrap, a duly authorised representative of Giftwrap shall be entitled to inspect the goods.

Delivery shall only be regarded as complete in the event that the duly authorised representative of Giftwrap signs the proof of delivery.

WARRANTEE

The Supplier specifically warrants that:

- 8.1.1 the products strictly conform with the description contained in the Purchase Order;
- 8.1.2 the products are fit for the purpose for which they are intended;
- 8.1.3 the products comply with all reasonable specifications as communicated by Giftwrap to the Supplier.

INTELLECTUAL PROPERTY

The Seller hereby warrants and holds Giftwrap harmless for any and all costs, liability, damages and all expenses including but not limited to legal fees, arising out of or related to any such actual patent, copyright, trademark or other intellectual property rights infringed or alleged to be infringed by reason of the manufacturer use or sale of the product.

INDEMNIFICATION

The Seller hereby specifically warrants that it indemnifies and holds Giftwrap, its employees, directors, its affiliates, subsidiaries and agents harmless of any and all claims, damages and/or costs arising as a result of such claims, with regard to and arise in any way from the use of the product by any person whatsoever, the Seller's representation, the Seller's performance or failure to perform obligations under any Purchase Order, including any claims based on the Seller's breach or alleged breach of any warrantee or caused or alleged to have been caused by the consumption or use of such person or persons or of any product delivered by the Seller to Giftwrap.

The Seller's obligation to indemnify will apply regardless of whether the claim arises due to negligence, breach of contract, warrantee, and strict liability or otherwise, accept to the extent that any such liability arises solely out of the gross negligence

or wilful misconduct on the part of Giftwrap, its employees or authorised representatives.

TERMINATION

Giftwrap reserve its right to terminate all or any part of each of the terms, in the following events:

- 11.1.1 where the Seller repudiates, breaches or threatens to breach any of the provisions of these terms including without limitation the Seller's warranties;
- 11.1.2 where the Seller fails to perform or deliver the products as agreed upon between Giftwrap and the Seller in writing;
- 11.1.3 where the Seller fails to provide Giftwrap with adequate assurance of the Seller's ability to perform timely any of the Seller's obligations under these terms, including without limitation delivery of the product;
- 11.1.4 where Giftwrap terminates for breach of any other Purchase Order by the Seller in accordance with such Purchase Order terms and conditions;
- 11.1.5 where the Seller attempts or assigns or transfers any of its obligations in accordance with these terms without prior written approval of Giftwrap;
- 11.1.6 where the Seller makes an assignment for the benefit of its creditors, commit any act of bankruptcy, becomes subject to debt review, performs any act of solvency.

ASSIGNMENT

The Seller may not assign, transfer or otherwise dispose of any rights or obligations that it has in accordance with these terms, without obtaining the prior written approval of Giftwrap.

COMPLIANCE WITH LAWS AND REGULATIONS

The Seller confirms that it shall at all times apply with all applicable laws and regulations.

CONFIDENTIALITY AND NON-CIRCUMVENTION

The Supplier specifically warrants that any specifications, samples, designs, formulations, trade secrets, patents, financial data or other information of Giftwrap is confidential and that it shall remain the exclusive property of Giftwrap and shall along with any information derived from same, be kept confidential by the Seller, its employees and agents and shall not, without Giftwrap's prior written consent disclose such information to any third party or use such information directly or indirectly for its own benefit or the benefit of others.

The Supplier further warrants that it shall not during the continuation of these terms or after completion of the purchase entice, solicit or engage in any business whatsoever with any customer or potential customer of Giftwrap.

A potential customer in terms of clause 14 shall be any person with whom Giftwrap has entered into any form of negotiations with the intention to do business with such person.

The Seller herewith agrees that the confidentiality and non-circumvention set forth above shall survive termination of these terms and shall remain in effect for as long as Giftwrap's confidential information remains confidential.

GOVERNING LAW

These Terms and Conditions will be governed by and construed in accordance with the laws of the Republic of South Africa, without giving effect to any principles of conflicts of laws.

BREACH

Should either party breach any provision of these terms and fail to remedy such breach within 7 (seven) days from the date of the aggrieved party calling on it to do so in writing, the aggrieved party shall be entitled without prejudicing any other right that it may have in accordance with these terms or at law, to terminate this Agreement or to claim specific performance and in either case the aggrieved party shall be entitled to claim damages.

SEVERABILITY

Subject to clause 17.2, regardless how the provisions of these terms are grouped together, each term shall be severable from the other and should any provision or provisions found to be unlawful or unenforceable for any reason whatsoever, such provision or provisions shall be removed from the ambit of these terms and these terms and the remaining provisions of the terms shall continue in full force and effect.

Clause 17.1 will only be enforceable in the event that the exclusion of the unlawful or unenforceable provision does not render the remainder of the terms unenforceable, and in the event that such removal does render the terms unenforceable, these terms shall be of no further force or effect.