

CLAIM SUPPLIER INFORMATION - JDE FORM

CREATE / AMEND A RECORD IN JDE ADDRESS BOOK: **Motor Related Supplier**
(MBR / Panelbeater / Tow Operator)

FAX THE COMPLETED & SIGNED FORM BACK TO THE PROCUREMENT JDE SUPPLIER TEAM ON 021 915 8060 OR Email jdesuppliers@santam.co.za

SANTAM REQUESTOR DETAIL (FOR INTERNAL USE ONLY)

(Please note that your details will not be loaded, if we do not receive this form from a Santam Requestor)

DATE	/ / (DD/MM/YYYY)										
CREATE A NEW CLAIM SUPPLIER	OR AMEND AN EXISTING CLAIM SUPPLIER										
NAME OF SANTAM REQUESTOR	EXISTING JDE ADDRESS BOOK NO.										
GROUP SOURCING CONTRACT OFFICER	CONTACT NUMBER										
SANTAM BRANCH NO.	Supplier Contracted? NO YES										

SUPPLIER INFORMATION

LEGAL ENTITY NAME (Registered Name)											
TRADE NAME											
PARENT COMPANY (if applicable)											
ENTITY TYPE	Closed Corp	Private Co	Sole Prop	Incorporated	Trust	Partnership	Public Co Listed	Public Co Unlisted	Art 21	Ltd Liability	Other
COMPANY REGISTRATION NO. (Please attach Cipro Documents)	IF NOT REGISTERED, ID NO OF OWNER / PTN (Please attach copy of ID)										
IS CO. VAT REGISTERED?	NO	YES	IF YES, PLEASE SUPPLY VAT NO (Please attach TAX Clearance Certificate)								

NATURE OF SERVICE

MOTOR BODY REPAIRS	Cars / LDV's	Heavy Vehicles	Motorbikes	Trailers	Boats	Caravans	Farm Vehicles / Implements	Other	
TYPE OF TOW SERVICES	Light Vehicle Towing	Heavy Vehicle Towing	Both	Salvage					
OTHER (Motor Vehicle Related)	Dealer	Mechanical	Other	Description: (If other)					
REPAIRER STATUS	NSR	MSR	ASR	MSRF	OTHER	N/A	Digital Assessment Capability	Yes	No
Are you a member of a association?	Yes	No	IF YES, SUPPLY NAME OF ASSOCIATION:						

CONTACT DETAILS

TELEPHONE NUMBER	AREA CODE	NUMBER	INTERN. CODE	COUNTRY	RSA	NAMIBIA			
FAX NUMBER									
AFTER HOURS (Only if 24h service is offered)									
CELL PHONE NUMBER	ORDER SEND / CORRESPONDENCE METHOD			FAX	E-MAIL				
ORDER E-MAIL ADDRESS									
POSTAL ADDRESS									
SUBURB / CITY					POSTAL CODE				
PHYSICAL ADDRESS (Domicilium Citandi Et Executandi)									
SUBURB	CITY			POSTAL CODE					
PROVINCE	West Cape	Freestate	Gauteng	KZ Natal	East Cape	Limpopo	North Cape	North West	Mpumalanga

PAYMENT DETAILS

MAXIMUM AGREED MARK-UP (Only for Motor Parts)	20.00%	22.50%	25.00%	27.50%	Other % (See Agreement)	% MARK UP ON ALL NETT PARTS INVOICES DISCOUNT OFFERED TO RECEIVE EARLIER PMT (Please read Terms & Conditions attached & sign)
CHOICE OF PAYMENT TERMS	14 DAYS, 5% DISCOUNT		21 DAYS, 2.5% DISCOUNT		30 DAYS NET	

BANK DETAILS

(Bank Details will only be accepted if form is Signed by Supplier AND accompanied by a Confirmation (letter from the bank / cancelled cheque not older than 3 months))

BANK NAME											
BUSINESS ACCOUNT NAME											
BANK ACCOUNT NUMBER	BRANCH CODE										
TYPE OF ACCOUNT	CURRENT / CHEQUE	SAVINGS	TRANSMISSION								

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Please ensure that you complete the attached 1-page Financial Sector Charter: Procurement Questionnaire.

A JDE form will not be accepted without a completed & signed questionnaire plus a copy of your BBBEE Certificate

I, the undersigned, hereby guarantee that I have the authority to sign this document and that the above information is true and correct. Furthermore, I declare that should the supplier or bank details be found to be incorrect, Santam will not be held liable for any loss incurred as a result of the use of that information. I also give my consent and authorise Santam Ltd to perform a credit assessment on and/or the Supplier and/or our members, shareholders, owners or employees.

CAPACITY : _____

SIGNATURE : _____

DATE : _____

NAME (in print) : _____

For any queries regarding the completion of this form, please contact the numbers 021 915 7094 or 021 915 7842

SANTAM : STANDARD TERMS AND CONDITIONS

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. OBLIGATIONS OF THE SUPPLIER

- 1.1 The Supplier shall provide Products and/or Services to Santam in accordance with Santam's quality standards, service levels and monitoring procedures which are available on request.
- 1.2 The Supplier shall be available to execute orders at all times.
- 1.3 The Supplier's operational procedures must comply with the operational procedures determined by Santam and as given to the Supplier in writing by Santam from time to time.
- 1.4 The Supplier shall ensure that a service or products delivery note shall be duly completed every time products or services are provided of which such delivery note shall contain the following information:
 - 1.4.1 Description of Products and/or Services
 - 1.4.2 Name of the Supplier and date of dispatch
 - 1.4.3 Claim number where applicable and Order number
 - 1.4.4 Claimant name and location where applicable
 - 1.4.5 Date of claimant sign-off where applicable, of the provision of the Products or Services
 - 1.4.6 Such further particulars and supporting documentation as may be required by Santam.

2. SCOPE AND TERMS

- 2.1 These Terms and Conditions (the "agreement") govern the supply of products and/or services by Supplier to Santam Limited. Notwithstanding the foregoing, if there is already an agreement between Santam and the Supplier (e.g. master agreement) that governs the subject matter of the Order (as defined below), then in such an event, the terms of the existing (i.e. master) agreement shall apply to the products and services and take precedence over these terms herein.
- 2.2 These terms are effective from the date the Purchase Order or Instruction ("Order") is issued by Santam Limited (or, if earlier, the date the supply of products or services commenced) and shall terminate upon the later of: 1) completion of the delivery of the products and/or the services (as applicable); or 2) 1 year after the effective date. Santam may terminate this agreement at any time and for any reason upon 30 days written notice. Either party may terminate this agreement upon 15 days written notice if the other party breaches a material term and the specified breach is incurable or remains uncured at the end of 7 days following written notice of the breach.

3. PAYMENT OF INVOICES

- 3.1 Unless otherwise stated in the Order, Santam shall pay each undisputed invoice within 30 days of Santam's receipt of the invoice. Invoices shall contain a detailed explanation to support its charges. The invoice shall include Supplier's tax registration number, the amount of local currency due, the amount of any value added tax, goods and services tax, sales or other taxes the Supplier proposes to collect. If Santam elects to make payment on a disputed invoice, then Santam shall retain the right to pursue resolution of the disputed amount anytime after payment is made.
- 3.2 Tax invoices complying with the requirements of section 20 of the Value Added Tax Act no. 89 of 1991 must be submitted to Santam on due date. Payment will be withheld until valid tax invoices are received. The Supplier shall be obliged to provide Santam with a separate tax invoice in respect of each and every order before payment shall be made for Services provided, which invoice must contain the following information (where applicable):
 - 3.2.1 the relevant order and claim numbers where applicable;
 - 3.2.2 the unit prices of the Products and/or Services;
 - 3.2.3 a detailed description of the Products and/or Services provided;
 - 3.2.4 the quantity of Products and/or Services provided;
 - 3.2.5 a recording of any adjustment to the original order or the attachment of an issued tax debit or credit note as the case may be; and
 - 3.2.6 an attached copy of the relevant duly signed delivery note.
- 3.3 Santam, subject to any other remedies it may have, reserves the right to refuse payment in respect of an invoice in the event it reflects, in Santam's opinion, the incorrect information and/or it contravenes any of the provisions contained in clause 3.1 above and/or the Products and/or Services were not provided or incorrectly provided according to the relevant order and/or the products and/or services specified did not comply with that contained in the relevant order.
- 3.4 Invoicing cannot occur until such time as the Supplier and Santam have agreed in writing and the appropriate authorisation for expenditure has been obtained.

4. PRODUCTS

For any products provided by Supplier to Santam, unless expressly provided for otherwise in the Order, delivery of products shall be Free on Board, and the passage of title to and the risk of loss of said products shall pass to Santam or its designated provider at the location specified in the Order, where applicable. All products shall be delivered to Santam on or before the date specified in the Purchase Order. Supplier shall appropriately box, crate and otherwise prepare any products for shipment.

5. WARRANTY

Supplier represents and warrants that the services shall conform to any description agreed in writing with Santam and/or represented by the Supplier to Santam, any specifications and instructions provided by Santam, and shall be performed with such care as a reasonably prudent provider of similar services would use under similar circumstances and in a safe, diligent, skilful and workmanlike manner, in accordance with generally accepted industry practices. Supplier represents and warrants that the products shall conform to the most recent specifications of the products and any specifications and instructions provided by Santam, and that Supplier has transferable title to the products and that the products shall be free from defects in design, workmanship and materials. If available, Supplier shall assign or cause to be assigned to Santam any manufacturer's warranty. For at least 12 months following completion of the services or delivery of products, any defect or non-conformity with the warranty shall be re-performed or replaced by Supplier at no cost to Santam. The products and services are provided by Supplier as an independent Supplier, and Supplier personnel are not employees, agents or representatives of Santam Limited. Supplier is not relieved from any liability or obligation under this agreement as a result of Supplier's use of subcontractors or Santam's approval of subcontractors.

6. COMPLIANCE WITH LAWS, PROTECTION PROVISIONS

Supplier shall ensure that its performance of this agreement and its delivery of products and services shall be provided in accordance with all applicable laws and any Santam specific guidelines, policies and requirements, including without limitation, "Contractor Health Environment and Safety" guidelines as provided by the OHSACT. Copies of the applicable standards as well as the other Santam specific guidelines, policies and requirements will be provided to Supplier with the Order from time-to-time. The Supplier shall review the applicable Santam specific guidelines and requirements prior to the commencement of any services and/or providing products. The Supplier shall defend, indemnify, release and hold harmless Santam from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person or for loss of or damage to property arising out of Supplier's (or its subcontractors') performance or non-performance of this agreement. Neither party shall be responsible to the other party for any consequential damages which may be suffered by such party in connection with this agreement.

7. TAX

The Supplier is responsible for all liabilities or claims for taxes that any taxing authority may assess against the Supplier or anyone acting on the Supplier's behalf relating to the products, services or this agreement, including taxes assessed or levied against or on account of the Supplier's income, earnings or receipts; compensation or other benefits paid to the Supplier's employees; any property or equipment of the Supplier; or the value of the products, services or this agreement. Santam will report, withhold, and remit any taxes levied or assessed on account of the Supplier's products, services or this agreement. Santam will provide the Supplier with tax receipts (or other proof) for any withheld taxes but will not reimburse the Supplier for such withheld taxes. The Supplier shall cooperate and provide Santam on a timely basis documentation required for Santam to obtain tax reimbursement, credit, abatement, or refund of any value added tax, goods and services tax, sales tax, excise tax and/or other similar taxes assessed against Santam and collected by Supplier. THE SUPPLIER INDEMNIFIES SANTAM AGAINST ALL CLAIMS FOR TAXES OR CLAIMS THAT MAY BE ASSESSED OR LEVIED AGAINST SANTAM IN CONNECTION WITH THE SUPPLIER'S TAXES OR IMPORT AND EXPORT OBLIGATIONS.

8. IMPORTS; EXPORTS; NECESSARY PERMITS

The Supplier is responsible for exporting and importing all property that is required under this agreement, including exporting any such property from its country of origin and, if required, for exporting any such property when no longer needed under this agreement. The Supplier is responsible for all import and export charges imposed in connection with such imports and exports. All temporary import bonds shall be administered by and provided at the sole cost of the Supplier. The Supplier shall obtain and maintain licenses, permits, registrations, and authorisations necessary for the performance of services or delivery of products under this agreement.

9. INSURANCE

The Supplier shall procure and/or maintain any insurance coverage(s) that are: (i) required by any applicable laws; and (ii) necessary to be able to discharge its obligations under this agreement, including, without limitation, its indemnity obligations.

10. FINANCIAL RECORDS; CONFLICT OF INTEREST; AUDIT

The Supplier shall maintain true and correct records in connection with the supply of products and performance of services and shall retain all such records for at least 60 months after termination of this agreement. No director, employee or agent of the Supplier or of any vendor of the Supplier of any tier shall give to or receive from any director, employee or agent of Santam or any affiliate any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this agreement or enter into any business arrangement with any director, employee or agent of Santam or any affiliate other than as a representative of Santam or its affiliate, without prior written notification thereof to Santam. To ensure compliance with the terms, Santam may make an audit of all records of the Supplier in connection with payments made under this agreement.

11. CONFIDENTIALITY

The Supplier shall not disclose and shall treat all non-publicly available information provided by Santam or generated or obtained in connection with the Supplier's performance of this agreement as confidential, whether oral, written, electronic or in any other form whatsoever. All deliverables and other tangible materials developed by the Supplier pursuant to this agreement, including any copyright and all such other intellectual property rights as may exist in all original work and materials produced by the Supplier for Santam, are the sole and exclusive property of Santam. The Supplier will comply with all laws and reasonable requests of Santam with respect to protecting personal data about Santam employees and Suppliers, customers, suppliers, and others the Supplier receives in connection with its performance of this agreement. The Supplier will destroy or return such information or personal data as requested by Santam.

12. DISPUTE RESOLUTION

12.1 Any dispute arising from or in connection with this Agreement shall (with the exception of urgent relief from a court of competent jurisdiction) in the first instance be referred to the respective chief executive officers of the parties, failing whom, their respective equivalents or nominees ("CEOs"). Should the CEOs be unable to resolve the dispute within 7 days after the referral of the dispute to them, the dispute shall, at the request of any party to the dispute, be dealt with as provided in 12.2 below.

12.2 Any dispute arising from or in connection with this agreement, which has not been resolved pursuant to 12.1 above, shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator agreed to between the parties and failing such agreement within three days of a request therefore by a party, an arbitrator appointed by AFSA.

12.3 The parties irrevocably agree with each other and undertake that any award, decision or finding which may be made by the arbitrator, shall be final and binding upon them, shall be carried into effect and / or may be made an order of the court on the application of any party to the arbitration proceedings.

12.4 The seat of Arbitration shall be in Cape Town.

SIGNATURE :

DATE: