



General Terms & Conditions of Purchase  
H&R Africa

Scope

Africa

- H&R South Africa (Pty) Ltd.
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For the sake of simplicity and easier reading, only the masculine form has been used.



## 1. General

These General Purchasing Conditions shall apply between H&R & seller at any stage of the procurement process concerned (e.g. in the request for quotation, the Purchase Order, or the contract). H&R does not accept any of the seller's terms & conditions of sale in part or in whole even if the Seller's terms are declared to be the solely valid terms in correspondence or in any other manner unless H&R has expressly agreed to any of them in writing prior to the date of H&R receiving the Order Confirmation. By accepting an order from H&R, Seller agrees to the terms and conditions contained within this document.

The Seller commits to implement without reservations the principles set out in the H&R "Corporate Policy" ([www.hur.com](http://www.hur.com)) and the "Supplier Code of Conduct" ([www.hur.com](http://www.hur.com)), in the versions applicable at the time of conclusion of contract, and the requirements resulting thereof on acceptance and execution of the contract.

## 2. Definitions

"Agreement"	means these General Terms & Conditions of Purchase & all other documents which the parties have agreed in writing will form part of the agreement governing H&R's procurement of the Product(s).
"BBBEE"	means the Broad Based Black Empowerment as laid out in the latest regulations.
"Documents"	means any drawings, technical documents, software programs or other data bearing media in whatever medium or format.
"H&R"	means collectively, H&R Africa (Pty) Ltd., Registration Number 2004/003998/07 and H&R South Africa (Pty) Ltd., Registration Number 2004/004800/07.
"Incoterms"	refers to the most current Incoterms – The International Chamber of Commerce rules for the use of domestic and international trade terms, and which are incorporated into and form part of these Terms & Conditions to the extent that they do not conflict with any of the terms herein.
"Order Confirmation"	means the confirmation of H&R's order sent by Seller to H&R in accordance with clause 5.
"Product(s)"	means the products, equipment, component, material, hardware, software, services & other objects (tangible & intangible) which the Seller is required to supply under the Agreement
"Purchase Order"	means a written order for the purchase of Product(s) submitted by H&R to Seller.
"Seller"	means the Seller of the Product(s).

These conditions apply to the purchase of all Product(s) & services by H&R.

## 3. Documentation

Any Documents provided to Seller by H&R shall remain H&R's exclusive property & shall be returned to H&R on request. The Documents may not be copied, reproduced or distributed without prior express written approval by H&R.

Documents specifically prepared as a result H&R's order of the Product(s) & provided by Seller to H&R, shall be the exclusive property of H&R. With respect to other Documents provided by Seller, H&R shall have the unrestricted right to copy & use such other Documents for the purpose intended by H&R's purchase of the Product(s).



#### 4. Prices & Terms of Payment

The prices stated are fixed. All charges and duties shall be payable by the Seller as per the Incoterm stated on the Purchase Order. Payment shall be effected on or before the last day of the month following the month of receipt of invoice. If payment is delayed then Seller shall notify H&R & H&R shall thereafter expedite the payment.

#### 5. Order Confirmation

- 5.1 Seller shall confirm receipt of H&R's Purchase Order by sending an Order Confirmation within two (2) working days after receipt of the Purchase Order, & the contract for purchase shall have been formed immediately on receipt by H&R of the Order Confirmation.
- 5.2 No variation shall be accepted after receipt of Order Confirmation.

#### 6. Delivery Documents & Package

- 6.1 The price shall include the cost of packing and package or other protection required under normal transport conditions to prevent damage to or deterioration of the Product(s) while in transit to H&R.
- 6.2 The Products shall be packed and marked in accordance with H&R's instructions.
- 6.3 The Purchase Order number and product numbers (if any) shall be set out in the shipping documents.

#### 7. Terms of Delivery – Passing of Title and Risk

The terms of delivery shall be interpreted in accordance with the Incoterms. Title to the Product(s) shall be transferred to H&R when delivery has taken place, **unless mutually agreed in writing**.

#### 8. Confidentiality

The Seller shall ensure that all documents and information, whether provided orally or in writing by H&R, remain strictly confidential and are not disclosed to any third party without the prior written consent of H&R.

#### 9. Obligation to Notify

If the Seller becomes aware of any circumstances that may prevent timely delivery, the Seller shall promptly notify H&R in writing, specifying the cause of the delay and providing a revised estimated delivery date. This notification does not limit the Seller's liability for delay under this Agreement or applicable law. Should the Seller fail to provide timely notice, H&R shall be entitled to compensation for any additional costs and expenses incurred that could have been avoided had such notice been given in due time.

#### 10. Delay

If, for any reason, the Product(s) are not delivered within the agreed timeframe, the Seller shall promptly notify H&R:

- i. of the actual delivery date as soon as it becomes known, and
- ii. of any anticipated delay or failure in the supply of the Product(s).

In the event that such delay results in financial loss to H&R, H&R shall be entitled to claim liquidated damages amounting to five percent (5%) of the total Purchase Order price for each week or part thereof that the delay continues. The total amount of liquidated damages shall not exceed forty percent (40%) of the Purchase Order price.

If the delay exceeds two (2) weeks, H&R reserves the right, at its sole discretion, to cancel the Purchase Order in whole or in part without prejudice to any other rights or remedies available under this Agreement or at law.

#### 11. Inspection, Quality & Environmental Standards

H&R shall be entitled to inspect the Product(s) and the production thereof, including the rele-



vant quality assurance system, at the premises of Seller and its subcontractors.

Seller undertakes to comply with the applicable requirements in the ISO 9001 quality system standards, [ISO 14001 Environment system standard](#) and [ISO 45001 Health & Safety system standard](#). In addition, the Product(s) shall meet the regulatory requirements imposed by the laws and regulations of any governmental entity having jurisdiction over the production, transport and/or sale (including re-sale) of the Products. The Product(s) shall also meet the technical standards, the environmental and any special market requirements stated in the Purchase Order or otherwise agreed upon between the parties. In addition, Seller shall comply at all times with H&R's directive regarding banned and restricted substances. If requested by H&R, Seller shall furnish a certificate for delivered Products stating that the Products conform to all requirements referred to in this clause.

## 12. Warranty

Seller warrants that:

- It has and will maintain any necessary rights in the Product(s).
- It will comply with the applicable laws and regulations of any governmental or non-governmental body of the countries having jurisdiction over Seller.
- The Product(s) will perform and conform to the specifications and will meet what otherwise has been agreed upon and will be free from defects, deficiencies and non-conformities in design, materials and workmanship.

H&R may reject any Product(s), and return them at Seller's risk and expense, if at any time during a period of 12 months ("the warranty period") following delivery, they are found defective, deficient or non-conforming ("the defect"). In such cases, and at the sole option of H&R, H&R shall either cancel whole or part only of the purchase, or Seller shall be obliged at its own cost, to repair the Product(s) or replace them with new Product(s) that are free from defects. Repair and replacement shall be carried out promptly upon demand.

When a defect has been remedied, Seller shall be liable for the warranty period for defects in the replaced or repaired Product under the same terms and conditions as those applicable to the original Product.

If Seller fails to fulfill its obligations above within the prescribed time, H&R may, without prejudice to other remedies available, undertake, or engage a third party to undertake, necessary remedial works at the risk and expense of Seller.

## 13. Product Liability

Seller shall indemnify and hold H&R harmless for any damage done to persons or to other property which is the result of any defect.

## 14. Export & Import

Seller is responsible for obtaining and maintaining any export license(s) required for delivery of the Product(s) to H&R according to the Purchase Order. Seller shall issue all other documents reasonably requested by H&R, regarding export & import of the Product(s).

## 15. Compliance

Seller shall be required to have a valid BBBEE certificate in place, against the current codes of practice, and make such copies available to H&R on request.

## 16. Weights and Quantities

[In the event of discrepancies in weight, the weight determined by H&R at the time of receipt shall apply, unless the Seller can prove that the weight calculated according to a generally-accepted method was correctly determined. The same shall apply to quantities.](#)

## 17. Severability

[If any provision of these Terms and Conditions is or becomes invalid or unenforceable, this](#)



shall not affect the remaining provisions.

#### 18. Compliance with Laws

The Seller shall comply with all applicable laws including but not limited to laws relating to money laundering, terrorist financing such as the South African Financial Intelligence Centre Act, 2001 (FICA), the Prevention of Organized Crime Act, 1998 (POCA) and the Protection of Constitutional Democracy against Terrorist and Related Activities Act, 2004 (Terrorism Act).