

VENDOR APPLICATION FORM

The below mentioned company ("Vendor") hereby applies to be a service provider or supplier to P&I ASSOCIATES (PTY) LTD in the event that its services are required.

Vendor Company Information

Registered Name	
Trading as Name	
Physical Address	
Postal Address	
Phone Number	
Email Address	
Company Registration Number	
VAT Registration Number	
B-BBEE Rating Level	
Bank Account Name	
Bank Name	
Account Number	
Branch Code	
Principal Contact Name	
Principal Contact Position	

Vendor Document Checklist

The below documents must be attached to this application or explanations provided.

Company Registration Document or personal Identity Document
VAT Certificate
BEE Certificate (note required for non-SA vendors)
Bank Details (stamped letter)
Letter of Good Standing (in terms of COIDA – SA Vendors)
Public Liability Insurance Certificate and/or Professional Indemnity Insurance Certificate
Signed Vendor Application
Signed confirmation of commitment to adhere to the Bidvest Code of Ethical Purchasing, or similar equivalent industry standard or accreditation
Corporate Social Responsibility Policy (or similar) if available



The Vendor hereby acknowledges that the information provided to P&I ASSOCIATES is necessary for P&I ASSOCIATES to list the Vendor on its Approved Supplier Database and make use of the Vendor's services. The Vendor consents to the use of the information by P&I ASSOCIATES for the duration of the provision of the services, and to the retention of the information after the termination of the services for as long as is reasonably necessary. The Vendor agrees that it shall bear the sole responsibility of informing P&I ASSOCIATES of any changes in the information, and in the absence of such notification P&I ASSOCIATES shall be entitled to assume that the information in its possession is correct.

Delivery of goods and/or provision of services to P&I ASSOCIATES prior to receipt of the signed Vendor form and relevant appendices, and the confirmation of the opening of a new Vendor account could lead to non-payment of the Vendor's account.

The Vendor (inclusive of its affiliates, owners, directors, officers, employees, agents, intermediaries, subcontractors and service providers) hereby agrees in connection with the goods or services provided to P&I ASSOCIATES that all goods are supplied, and all services are provided to P&I ASSOCIATES in terms of P&I ASSOCIATES' **Standard Trading Terms for the Supply of Good and Services** unless and to the extent that these are varied in writing and signed by a director of P&I ASSOCIATES.

P&I Associates is a subsidiary of the Bidvest Group Limited. The Group has developed a **Code of Ethical Purchasing** (attached hereto) which is intended to promote safe and fair working conditions, ethical business practices and the responsible management of environmental and social issues within the supply chains of the Group and its businesses. It is a condition of doing business with Bidvest and its subsidiaries that suppliers comply with the standards which are set out in the Code. We therefore request that you read the attached Code and then confirm, through signature of the code and return of this application, your commitment to comply with the standards set out in the Code.

Signed by _____ holding job title _____, duly authorised

on behalf of the Vendor on the _____ of _____ 20____ at _____

FOR P&I ASSOCIATES INTERNAL USE ONLY

Requester Name	
Authoriser Name	
Authoriser Designation	
Authoriser Signature	
Date of Authorisation	
AP Updated by	
AP Updated on	

P&I ASSOCIATES' STANDARD TRADING TERMS for the SUPPLY OF GOODS OR SERVICES

1. Definitions

In these Conditions the words set out hereunder shall have the meanings assigned to them hereunder, unless the context clearly indicates the contrary:

- 1.1. Services – any services supplied by the Vendor to P&I ASSOCIATES; and
- 1.2. Goods – any goods supplied by the Vendor to P&I ASSOCIATES.

2. Interpretation

- 2.1. Headings of clauses shall be deemed to have been included for purposes of convenience only and shall not modify or affect the interpretation of the agreement.
- 2.2. Unless inconsistent with the context, words relating to any gender shall include the other genders, words relating to the singular shall include the plural and *vice versa* and words relating to natural persons shall include associations of persons having corporate status by statute or common law.
- 2.3. The rule which serves to restrict the meaning of general words to things or matters of the same kind as the preceding particular words (*eiusdem generis*) shall not apply, and whenever a term is followed by the word "including" which is then followed by specific examples, such examples shall not be construed as to limit the meaning of that term.
- 2.4. The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of this Agreement shall not apply.
- 2.5. These Conditions shall be interpreted and applied in accordance with South African law and under the jurisdiction of the South African courts.

3. Application

- 3.1. All and any Business undertaken or provided to P&I ASSOCIATES is subject to these Conditions as updated from time to time.
- 3.2. In so far as the provisions of any written agreement between the Parties are inconsistent with these Conditions, the provisions of these Conditions shall prevail. Any standard trading terms of the Vendor, whether printed on the reverse of quotes, purchase order, invoices or otherwise, are specifically excluded.
- 3.3. No award of business to the Vendor shall be construed as a guarantee that any future work will be awarded of the same scope or at all. No guarantee is given of any volume.
- 3.4. No supply of Services or Goods may be subcontracted to any third party without the written consent of P&I ASSOCIATES. In any event, where supply of Services or Goods is outsourced, the Vendor will remain liable to P&I ASSOCIATES and carry the risk of loss of loss and insurance as if he himself performed the Services or supplied the Goods and will be responsible for ensuring that the Services are carried out in compliance with all statutory requirements.
- 3.5. The relationship between the Parties is a contract of service and does not constitute a contract of agency, representation, employment or partnership.

4. Remuneration

- 4.1. P&I ASSOCIATES shall pay the rates as agreed and signed off by both Parties to the Vendor.
- 4.2. No additional charges shall be accepted unless agreed in advance, reduced to writing and signed by both Parties.
- 4.3. In the case of an ongoing relationship, the Parties shall negotiate annually and in good faith to agree any amendment to the rates. The existing rates shall remain in place with no retrospective increase until agreement is reached.

5. Payment

- 5.1. The Vendor shall invoice P&I ASSOCIATES monthly.
- 5.2. P&I Associates shall use its best endeavours to pay within 30 days from date of statement. It is recorded that payment may be delayed in instances where P&I has not received funds from its principals.
- 5.3. In the case of the supply of Services, the Vendor shall not be entitled for any reason whatsoever to exercise a lien over any goods in its possession which belong to P&I ASSOCIATES.

6. Liability

- 6.1. The Vendor indemnifies P&I ASSOCIATES against any liability which P&I ASSOCIATES may incur as a result of any claim against P&I ASSOCIATES by any client, authority or other third party in respect of loss, injury or damage directly arising from acts or omissions of the Vendor in negligently performing its obligations in terms of This Agreement.
- 6.2. Neither party shall be liable for any claim of whatsoever nature, whether for damages or otherwise and howsoever arising unless such claim arises from a negligent act or omission by it or its employees.
- 6.3. Neither party shall be liable for any special damages, indirect or consequential loss howsoever arising from any act or omission by it or its employees, whether negligent or otherwise.

- 6.4. In the case of supply of Goods, risk in and to the Goods shall pass on physical delivery to P&I ASSOCIATES or on such later date as may be agreed between the Parties in writing.

7. Claims

- 7.1. As soon as is reasonably practical after P&I ASSOCIATES becomes aware of any event or circumstance which may give rise to a claim against the Vendor, P&I ASSOCIATES shall give the Vendor written notice of such event or circumstance, and the relevant facts known to it, to enable the Vendor to investigate the matter.
- 7.2. The Parties undertake to co-operate with, and to give all reasonable assistance to each other to enable any incident or claim to be fully investigated.

8. Insurance

- 8.1. The Vendor will obtain policies of insurance in its own name to cover its potential liability to P&I ASSOCIATES in the course of carrying out the Services or supplying the Goods.
- 8.2. Any failure to procure adequate insurance shall not affect the Vendor's liability in terms of This Agreement.
- 8.3. The Vendor must provide P&I ASSOCIATES with proof of renewal of cover annually. In addition, the Vendor is obliged to notify P&I ASSOCIATES whenever there is any material change to the conditions of its insurance cover.

9. Warranty

- 9.1. In case of the supply of Goods, the Vendor warrants to P&I ASSOCIATES that, at the time and place of delivery to P&I ASSOCIATES, all Goods will be fit for the purpose intended, merchantable, and free from all defects, and comply with all Laws relating to the production, distribution, and sale of the Goods.

10. Termination

- 10.1. Unless otherwise agreed in a separate written agreement, either Party may without cause terminate this Agreement on one month's written notice to the other Party.
- 10.2. If, at any time during the currency of this Agreement, either Party hereto shall be placed in business rescue, voluntary or compulsory sequestration or liquidation or under judicial management or seeks to make a compromise with its creditors, the other Party shall have the right to terminate this Agreement forthwith on written notice to the trustee or liquidator or judicial manager or business rescue practitioner as the case may be.
- 10.3. In the event of either Party breaching any of its obligations under this Agreement, which breach is capable of being remedied, and such Party failing to remedy such breach within a period of 14 days of receipt of written notice from the aggrieved Party calling upon it to do so, the aggrieved Party shall be entitled to cancel this Agreement; or to claim specific performance in either event without prejudice to the aggrieved Party's rights to claim damages or to claim such other remedy to which it may be entitled.
- 10.4. On termination, any claim for payment of outstanding amounts charges must be submitted in writing to P&I ASSOCIATES within 30 calendar days of receipt or acknowledgement of written notice of termination. P&I ASSOCIATES shall have the right to audit all elements of the termination claim, and Vendor shall make available to P&I ASSOCIATES on request all books, records and papers relating thereto. For the avoidance of doubt and notwithstanding the foregoing, P&I ASSOCIATES shall not by reason of the lawful termination of this order be liable to Vendor for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Vendor.

11. Dispute Resolution

- 11.1. The Parties shall negotiate in good faith with a view to settling any dispute arising out of or relating to This agreement. For the purposes of this clause, a dispute will not include an unpaid account where there is no valid reason therefore.
- 11.2. If the dispute cannot be resolved, it will be referred to the Managing Director or Chief Executive Officer (or such other Director as designated by the foregoing) of each Party for determination, who will meet within 14 days of the referral.
- 11.3. If the dispute cannot be resolved within 14 days of this meeting, it may be referred for resolution by arbitration in terms of the Arbitration Act, 42 of 1965.
- 11.4. The arbitrator or arbitrators shall be appointed by agreement by both Parties, and failing such agreement, by the President of relevant Law Society of South Africa.
- 11.5. The decision of the Arbitrator is final and binding on the Parties and may be made an order of court at the instance of any party to the arbitration.
- 11.6. Nothing herein contained shall be deemed to prevent or prohibit the Parties from seeking urgent relief in a court of competent jurisdiction.

12. Compliance

- 12.1. The Vendor will perform the Services in compliance with all relevant legislation including, but not limited to, the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, the Occupational Health and Safety Act 85 of 1993, the National Environmental Management Act 107 of 1998, the National Water Act 36 of 1998 and the National Road Traffic Act, 93 of 1996.

- 12.2. The Vendor must comply with any legislation applicable to either or both Parties, including but not limited to strictly complying with the letter and spirit of applicable local and international free competition and anti-corruption laws and regulations. the *OECD Convention on Combating Bribery of Foreign Public Officials*, the UK Bribery Act and the US Foreign Corrupt Practices Act.
- 12.3. The Vendor represents and agrees that it, its affiliates, owners, directors, officers, employees, agents, intermediaries, subcontractors and service providers have not and will not engage in any communication, agreement or other form of co-ordination or co-operation with any competitor that is unlawful or otherwise restricted or prohibited in its dealings with P&I ASSOCIATES.
- 12.4. The Vendor, its affiliates, owners, directors, officers, employees, agents, intermediaries, subcontractors and service providers will not pay money, promise to pay money, authorise to pay money or offer or promise anything of value to a person in a position of trust to unduly influence the judgement or conduct of that person. There are no exceptions for small amounts or “facilitation” or “grease” payments. A person in a position of trust includes any public official, political candidate, political party, party official and private section employee or individual.
- 12.5. The Vendor represents and agrees that its owners, directors, officers, employees, agents, subcontractors and service providers do not have any personal relationships which might unduly influence the services provided to P&I ASSOCIATES.
- 12.6. The Vendor agrees that it will systematically implement adequate measures and controls ensuring full compliance with the applicable anti-corruption laws and the commitments made in this policy by its employees, agents, intermediaries, subcontractors and service providers.
- 12.7. The Vendor will keep accurate books, accounts and records related to P&I ASSOCIATES business. The Vendor agrees to make available for review its records and other documentation, and for interviews its owners, directors, officers, employees, agents, intermediaries, subcontractors and service providers relating to the services provided to P&I ASSOCIATES.
- 12.8. P&I ASSOCIATES shall be entitled to audit the Vendor for compliance to the relevant legislation, This Agreement and any other P&I ASSOCIATES requirements at any time on reasonable notice to the Vendor.
- 12.9. P&I ASSOCIATES does not engage in or condone any anti-competitive or corrupt behaviour in relation to any services provided to P&I ASSOCIATES. Should P&I ASSOCIATES in good faith believe a breach of this nature has occurred or may occur, P&I ASSOCIATES shall be entitled to suspend all services and / or terminate any contractual arrangements with the Vendor in whole or on part with immediate effect.

13. Force Majeure

- 13.1. A Party shall not be liable for a failure to perform any of its obligations hereunder due to a force majeure event (which includes but is not limited to war, civil war, civil violence, riots, revolutions, acts of piracy, acts of sabotage, terrorism, sabotage, natural disasters, destruction by lightning, explosions, fires, destruction of installations, industrial action or strike, changes of law, acts of Authority, whether lawful or unlawful) that is beyond its reasonable control and that it could not reasonably be expected to have taken into account at the time of the conclusion of these Conditions or any agreement between the Parties, provided that the Party subject to the force majeure event shall give prompt notice to the other Party of its nature and estimated duration.
- 13.2. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the force majeure event relied upon and shall terminate upon the date which such event ceases to exist.
- 13.3. The Parties hereto shall co-operate and collaborate and use all reasonable efforts to overcome the force majeure event concerned and/or nullify its effect.
- 13.4. If the force majeure event substantially or permanently prevents the continued performance by either Party of its obligations in terms of these Conditions or any agreement between them for a period exceeding 30 consecutive days, then either Party shall be entitled, by giving notice in writing, to terminate the said agreement with effect from 7 days after giving of such notice.

14. Confidentiality and Data Privacy

- 14.1. Each Party agrees to treat as strictly confidential the operations, business and affairs of the other Party and not to divulge any information relating thereto to any third party, agent or employee, save as required by law, in respect of the execution of these Conditions or agreement between them, whether prior to, during or after the currency of these Conditions or the said agreement. All documentation furnished by one Party to the other Party pursuant to these Conditions or any agreement between them will remain the property of that Party and upon the request of that Party will be returned to it. Each Party acknowledges that all right, title and interest in and to any information which the other Party has an interest in being kept confidential vests in that Party and that neither Party has any claim of any nature in and to the confidential information of the other Party.
- 14.2. The Parties warrant compliance with the Protection of Personal Information Act, 4 of 2013 and hereby acknowledge and consent to the sharing and exchanging of Personal Information as defined therein. Each Party may collect, hold, organise, store, use and administer Personal Information of the other Party for the purposes of enforcing these Conditions or any agreement between them. The Parties further accept that this may involve the Personal Information being sent to a country outside the Republic of South Africa in which the other Party may or may not provide services. The purpose of processing the Personal Information includes but is not limited to verification of company details and credit checks where credit facilities are requested and/or by operation of law. The Parties will have the right to review and correct the Personal Information held by the other Party. The Parties acknowledge that the collection, processing and transfer of the Personal Information is important to enforce the contractual relationship. All Personal Information will be held securely and when either Party commissions other organisations to provide support services, they shall bind their service providers to their privacy policies as far as they may be required to have access to their customers' and service providers' personal information and to perform such services.

- 14.3. All intellectual property rights of any nature whatsoever whether capable of registration or not (and whether registered or not) in either Party's name including but not limited to either Party's trademarks, logos and images shall remain the sole property of that Party. The other Party shall not acquire any rights in relation thereto, and shall not make any use thereof without formal written consent.

15. General

- 15.1. Notwithstanding the Electronic Communications and Transactions Act, 2002, no amendment or variation of these Conditions or any agreement between the Parties shall be of any force or effect unless reduced to writing and physically signed by a duly authorised director of P&I ASSOCIATES. Whilst correspondence for operational reasons may occur via email, no formal amendment or variation may be concluded via email.
- 15.2. No failure, refusal or neglect by a Party to exercise any rights under these Conditions or any agreement between the Parties, or to insist upon strict compliance with or performance of another Party's obligations under these Conditions or such agreement, shall constitute a waiver of the provisions of these Conditions or such agreement or of any of that Party's rights. A Party may at any time require strict compliance with the provisions of these Conditions or any agreement between the Parties and shall not be prejudiced or estopped from exercising any of its rights which may have arisen in the past or may arise in the future.
- 15.3. Each of the provisions of these Conditions and any agreement between the Parties shall be considered as separate terms and conditions. In the event that these Conditions or any such agreement are affected by any legislation or any amendment thereto, or if their provisions are by virtue of such legislation or otherwise held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions shall remain in full force and effect as if such illegal, invalid, prohibited or unenforceable provision was not a part of these Conditions or any agreement between the Parties.
- 15.4. Neither Party may cede or assign any of its interest in, or its rights and obligations deriving from, these Conditions or any agreement to any third party without the other party's prior written consent, except for a cession or assignment made as part of an internal reorganization of either party, which will not affect their shareholding.
- 15.5. The Party's *domicilia citandi et executandi* for all purposes under this Agreement shall be as set out in the Application Form hereof.
- 15.6. Any party shall be entitled to change its *domicilium* by way of written notice to the other specifying its new *domicilium* provided that such new address shall be a street address within the Republic of South Africa. All notices by one Party to the other shall be delivered, to the chosen *domicilium citandi et executandi* of the addressee and shall be deemed to have been received on the date of delivery or dispatch unless the contrary is proved. Copies of all notices shall in addition be emailed to the relevant Party on the email address most recently provided.
- 15.7. No agent of, or person employed by P&I ASSOCIATES, has any authority to alter or vary in any way these conditions unless he is expressly authorised in writing to do so by a Director or Senior Manager of P&I ASSOCIATES. Any agent of, or person employed by the Vendor who enters into an agreement with P&I ASSOCIATES will be deemed to do so on behalf of the Vendor and with his authority.

THE BIDVEST GROUP LIMITED

CODE OF ETHICAL PURCHASING

EXECUTIVE SUMMARY

Bidvest will uphold the highest standards of ethical purchasing to support the reputation of the Group, our employees and that of our stakeholders. To that end we will not tolerate any breach of this Code of Ethical Purchasing (hereafter called The Code), whatsoever by Bidvest employees or Bidvest Suppliers, whether directly or indirectly, intentionally or unintentionally.

The Code is intended to promote safe and fair working conditions, ethical business practices and the responsible management of environmental and social issues within the Group's supply chain.

As a condition of doing business with Bidvest, we require that all suppliers comply with these standards and ensure that all employees are familiarised with The Code.

Bidvest expects suppliers to operate similar standards within their own organisations and into the supply chain.

Bidvest will support suppliers collaboratively in the performance of The Code, as may be required from time to time.

As a general principal, all reference in The Code to local and national laws mean the relevant local and national laws prevailing in the country in which the supplier carries out its business. Where differences arise between the provisions of the local and national law and The Code in respect of the same subject, the stricter standard or provision should be applied.

The Code is based on the United National Universal Declaration of Human Rights, The Conventions of the International Labour Organisation and the United Nations Convention on the Rights of the Child.

PRINCIPLES

A. Uphold human rights

Bidvest is committed to respecting human rights and will not participate in or be party to any activities that support, promote, or enable the abuse of human rights and we accordingly expect our suppliers to exercise the same principles.

1. Child Labour

- No person is employed who is below the minimum legal age for employment.
- Children (persons under 18 years) are not employed for any hazardous or night work, or work that is inconsistent with the child's personal development.
- Appropriate hiring systems and practices should be in place to ensure that no under-aged persons are employed and that all applicable laws, regulations and industry standards are applied.

2. Slavery, Servitude & Forced Labour

- No persons will be held in slavery or servitude and every person within our supply chain is free to leave their employment after reasonable notice.
- Forced, bonded or compulsory labour is not used, and employees are free to leave their employment after reasonable notice.
- Employees are not required to lodge deposits of money or identity papers with their employer.

3. Health, Safety & Wellbeing

- A healthy and safe working environment is provided for employees, contractors, partners or others who may be affected by company's activities, in accordance with international standards and national laws.
- Mechanisms are in place to ensure that health and safety obligations are communicated and applied to parties under their control.
- Products and/or services delivery meets general principles of Health & Safety risk prevention.
- Mechanisms are developed and implemented to ensure that all employees are competent to carry out the health and safety aspects of their responsibilities and duties.
- Facilities and amenities, including employee accommodation where provided by the company, shall be hygienic, safe and meet the basic needs of employees.
- The company has systems and training to prepare for and respond to accidents, health problems and foreseeable emergency situations. A means for recording, investigating and implementing learning points from accidents and emergency situations is in place.

4. Freedom of Association

- Open communication and direct engagement between employees and management are the most effective ways to build employee relations and resolve issues.
- The rights of employees to join or not to join trade unions, or similar representative bodies and their right to collective bargaining in accordance with local laws are respected.

5. *Discrimination*

- No form of discrimination is engaged in, or supported by, the company in hiring, employment terms, remuneration, access to training, promotion, termination or retirement procedures or decisions.

6. *Disciplinary Practices*

- Employees are treated with respect and dignity. Physical or verbal abuse or other harassment and any threats or other forms of intimidation are prohibited.

7. *Working Hours*

- Suppliers must comply with local laws regarding hours of work, rest periods, overtime payment and leave periods.
- Working hours of employees do not exceed the maximum set by local law and a working week does not exceed 60 hours per week, including overtime.
- In exceptional circumstances, when these hours might be exceeded, working hours shall not be excessive. Overtime is compensated at a premium rate and workers shall be allowed at least one day off per seven-day week.

8. *Payment*

- Employees understand their employment conditions and fair and reasonable pay and terms are provided.

B. Behave ethically

It is Bidvest's policy to conduct all of its business in an honest and ethical manner. It takes a zero tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all its business dealings and relationships wherever it operates. We accordingly expect our suppliers to practice the same principles.

9. *Individual Conduct*

- All individuals, (Bidvest employees, Suppliers, Contractors etc) engaged in Bidvest business will at all times act within the law and behave in an ethical manner.
- This includes the acceptance of business related gifts and or hospitality. No hospitality or gifts should be offered or accepted if the parties are engaged in a tendering process.
- In line with Group policy, any hospitality or gifts offered and accepted must be reasonable and not excessive. They should be of modest value and consistent with reasonable business practice. They should only be offered and accepted with the intent of building and or maintaining an appropriate business relationship.

10. *Conflict of Interest*

- All individuals (Bidvest employees, Suppliers and Contractors) have a duty to report any real or perceived conflict of interest involving Bidvest businesses and or interests.
- A conflict of interest occurs when an individual or organization is involved in multiple interests, one of which could possibly corrupt the motivation for an act in another.

11. *Bribery*

- No form of bribery (defined as an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage), including improper offers for payments to or from employees, customers, suppliers, organisations or individuals is tolerated.

12. *Facilitation Payments & Kickbacks*

- No individuals (Bidvest employees, Suppliers and Contractors) will make or accept facilitation payments or kickbacks of any kind and must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted.

C. Environmentally sustainable

Bidvest is committed to conduct business in a sustainable manner, minimising any negative impact on the environment. The same is expected from suppliers.

13. *Environment*

- Relevant legislation and international standards for managing environmental impacts is complied with. In countries where environmental legislation is not evident or enforced, responsible practices for managing environmental impacts are in place.
- Processes are in place to actively optimise the use of finite resources (such as energy, water and raw materials) and appropriate management, operational and technical controls are in place to minimise the release of harmful emissions to the environment.
- Appropriate measures are in place to improve the environmental performance of products and services when in use, such as considering energy efficiency and end-of-use of supplied products and/or services at the design stage. Innovative developments in products and/or services that offer environmental and social benefits are supported.

IMPLEMENTATION OF CODE OF ETHICAL PURCHASING

Understanding and Awareness of The Code

- As a condition of doing business with Bidvest, we require all suppliers to ensure all employees are familiarised with The Code and understand same.

Application of The Code

- Everyone engaged in Bidvest business, is expected to comply with all relevant laws, regulations and standards in all countries in which they may operate.
- The Code is applied for the purposes of promoting safe and fair working conditions and the responsible management of environmental and social issues in Bidvest’s supply chain.
- As a condition of doing business with Bidvest, all Suppliers will be required to confirm in writing, they are implementing The Code, and to confirm in writing that they themselves exercise similar principles and standards within their own supply chain organisation.
- Bidvest will work collaboratively with Suppliers on the implementation of The Code. Bidvest may audit suppliers on their performance of The Code and expect that full and frank disclosure will be afforded by all suppliers.

Corrective Action

- Suppliers must accept ownership for their performance of The Code and must, disclose, correct and monitor the continued compliance of any activities which are identified as not meeting the standards of The Code.
- Suppliers shall immediately report to Bidvest any serious breaches of The Code and together we will agree a schedule for corrective action.
- Where serious breaches of The Code are identified and persist, Bidvest will terminate the relationship with that supplier.

Monitoring and Reporting

- Suppliers will use reasonable endeavours to provide employees and other stakeholders with a confidential means to report any actual or potential breach of The Code.
- All suppliers are expected to comply with any monitoring or reporting requirements which may be introduced and implemented by Bidvest during the term of the business relationship.
- All individuals (Bidvest employees, Suppliers and Contractors) are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest stage possible. This could be done via the internationally available Bidvest Ethics Line, a facility that can be used anonymously and is managed by an independent third party.

Bidvest Ethics Line: bidvest@tip-offs.com or +27 800 50 60 90

Communication to the above toll-free line / email address will be kept confidential. All cases will be appropriately investigated and where breaches are found, appropriate action will be taken.

DECLARATION

Our Strategic Relationship Partners

We ask all our strategic relationship partners in our supply chain to adhere to Bidvest Code of Ethical Purchasing. Our Terms and Conditions requires that they review and adhere to the policies within the document by way of signing The Code for our records.

We also require copies of our suppliers Corporate Social Responsibility, or similar, Policies and request information from them to ensure they are identifying the main risks of modern slavery, human trafficking, forced and bonded labour and labour rights violations within their supply chain.

If any strategic partners are found to be in breach of the policies outlined herein, we will seek termination of the contract and will meet relevant regulatory reporting requirements.

We,, a contracted supplier to Bidvest hereby confirm adherence to the Bidvest Code of Ethical Purchasing, or similar equivalent industry standard or accreditation which comply with the principles and position statements relating to human rights, ethical business behaviour and environmentally responsible business practices as set out in The Code, to the extent these are applicable. Our Corporate Social Responsibility, or similar, Policy is / is not attached.

Signed on at

Signature:

Name:

Designation: