



SUPPLIER APPLICATION FORM and TERMS AND CONDITIONS

Please complete this form and return to Penguin for registration as an approved supplier.
No supplier payments will be made unless this form is completed and all documentation requested below has been submitted.

Documents to be submitted in support of application:

	Copy of a cancelled cheque or bank confirmation of account details
	Copy of company registration documents
	Copy of BEE Certificate / Letters for EME
	Suppliers Credit Application Form to be included with these documents
	Signed Supplier Terms and Conditions document

Please note that the Penguin Airtime (Pty) Ltd procurement policy states that BBBEE suppliers are placed on our preferred supplier list. With this in mind, please forward us your BBBEE certificate and ensure that we always have your updated certificates. Should you not be rated, or are not compliant, please note this in the BEE Information section.

COMPANY DETAILS

Trading Name: STRATEGIC KEY TRADING
Registered Name: STRATEGIC KEY TRADING
Registration Number: 2017/153159/07
VAT Registration Number: _____
Name of Holding company: _____

Postal Address: _____	Physical Address <u>139 Greenway</u> <u>Greenside, Randburg</u>
Code: _____	Code: <u>2034</u>

Website: _____
Reception No: 011-025 8296 Fax No: _____

Names of Directors / Members and officers:

Name	Capacity	Telephone number
<u>RAEES MOONISAMY</u>	<u>DIRECTOR</u>	<u>083 373 5364</u>

How long as the organisation been in business: One Year

Description of goods and services offered: Events and Training

CONTACTS

SALES

Name: Anthia Naidoo Tel: _____
E-Mail: anthia@iconcept.co.za Cell: 083 373 5364
Fax: _____

ACCOUNTS

Name: RAEES@iconcept.co.za Tel: 011 025 8296
E-Mail: RAEES MOONISAMY Cell: _____
Fax: _____

BEE INFORMATION

Category: ☐ Generic (Turnover > R35m) ☐ QSE (Turnover between R5m and R35m) ☒ EME (Turnover < R5m)

Level of contribution status:

1	2	3	4	5	6	7	8
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Classification: Black Owned (> 50% held by black persons) ☒ Yes ☐ No
Percentage held: 100

Black Women Owned (> 30% held by black women) ☐ Yes ☒ No
Percentage held: _____

PAYMENT DETAILS

Bank Account Name: STRATEGIC KEY TRADING
Bank: FNB
Type: ☒ Current Account ☐ Savings Account
Branch Name: Alberton Branch Code: 250942
Account Number: 62688500141

PAYMENT TERMS

Please Specify: _____

AUTHORISATION TO SUPPLY ABOVE INFORMATION

I, the undersigned, hereby confirm that I am authorised to provide the information contained herein, that it is true, accurate and complete.

I have read and understood the Terms and Conditions as attached.

Name: RAEES MOONSAMY
Capacity / Position held: Director
Date: 08/03/2018
Signature: RA

Please return this completed form, together with the requested supporting documents either to your Penguin Account Manager, or via e-mail to accounts@penquin.co.za

Please note the following:**All invoices must reflect the following company details:**

Penguin Airtime (Pty) Ltd
VAT No: 4500190832

Address: Waverly Office Park
125 Corlett Drive
Bramley

Postal: P/Bag X4000
Bramley
2018

- * All invoices must reflect correct Penguin Purchase Order number. Invoices not displaying the PO number will not be paid.
- * All Invoices must be emailed to Finance: accounts@penquin.co.za.
- * No payments will be made without a statement.

SECTION: Standard Terms and Conditions for Suppliers

1. Delivery

The date of delivery of goods and the provision of any services rendered shall be specified on the Purchase Order, unless otherwise agreed in writing. The Supplier shall immediately give notice, in writing, of any likely delay in delivery.

If the Supplier is late with any delivery of goods or provision of any services, Penquin shall have the right to cancel the Purchase Order and Penquin's rights to institute action against the Supplier in respect of damages sustained following the late delivery, are reserved.

The Supplier shall comply with all applicable legislation, regulations and/or other legal requirements concerning the manufacture, packaging, packing and delivery of the goods.

The Purchase Order number must be quoted by the Supplier on all documentation pertaining to the transaction, including but not limited to delivery notes, invoices, statements, advice notes, correspondence, packing lists and containers.

The goods shall be duly packed and secured in such manner as to reach their destination in good condition and shall be delivered or dispatched for delivery by the Supplier at its cost and risk to the address as specified on the Purchase Order or as specified by Penquin. Delivery shall be made between the hours of 08h00 and 17h00 Monday to Friday (inclusive), public holidays excepted unless otherwise agreed.

No charge shall be payable by Penquin for the packing or crating materials or services, cartons, containers, carriage or storage unless such charge is expressly specified in writing on the Purchase Order.

The Supplier shall, upon receiving notice to that effect from Penquin, repair or replace free of charge goods damaged or lost in transit, and due delivery of the goods shall not be deemed to have taken place until replacement or repaired goods have been delivered by the Supplier.

2. Price

The price of the goods and services shall be as specified in the Purchase Order and, unless otherwise so stated, shall be:

- (i) exclusive of VAT; and
- (ii) inclusive of all charges for packaging, packing, shipping, carriage, insurance, delivery and any duties, taxes or levies that may be applicable.

No increase in price may be made without the prior written consent of Penquin.

Penquin shall be entitled to set off against the price any sums owed to Penquin by the Supplier.

3. Purchase Order

Penquin accepts no liability for payment of goods supplied or services rendered without a Purchase Order.

4. Timing

Time shall be of the essence in the execution of the delivery of goods and/or the provision of services and the Supplier shall be duly bound by time frames agreed to.

5. Work on Penquin's Premises

Where it is required that services be rendered and/or work carried out at Penquin's premises, the Supplier and its employees, agents and sub-contractor/s shall comply with statutory rules and regulations as well as all of Penquin's rules and regulations.

6. BEE Rating Requirement

The Supplier shall ensure that it shall be BEE compliant, at such level of compliancy as required by Penquin. The Supplier shall provide all necessary BEE compliance documentation forthwith after request by Penquin.

7. Warranty

The Supplier warrants to Penquin that:

- (i) the Supplier has the right to and shall supply all goods free from any charges, liens or other encumbrances;
- (ii) all goods shall correspond strictly with description and other specification supplied or made known to the Supplier and with any sample, and shall be in every respect fit for the purpose for which Penquin has expressly or by implication made known that it requires the same and shall be of satisfactory quality;
- (iii) the goods shall be free from defects in design, material, workmanship and performance;
- (iv) all goods and the performance of any services shall comply with all current legislation, regulations or other legal requirements;
- (v) all services shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable to expect in all the circumstances;
- (vi) the Supplier shall at all times maintain insurance with a reputable insurance company against all liability arising from this agreement.

8. Indemnity

The Supplier shall indemnify Penquin in full against all liability, loss, damages, costs and expenses (including legal expenses and consequential or economic cost) suffered by or incurred by Penquin as a result or in connection with:

- (i) breach of any warranty given by the Supplier in relation to the goods or the services;
- (ii) any claim that the goods or services infringe or their importation, use, performance or resale, infringes the patent, copyright, database right, design right, trade mark or other intellectual property right of any other person;
- (iii) any liability under the Consumer Protection Act or similar, equivalent or replacement legislation in respect of the goods or services;
- (iv) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying or delivering the goods.

9. Confidentiality

The Supplier acknowledges that any information supplied in connection with the agreement, transferred in any way whatsoever, shall be confidential. This information of a confidential or proprietary nature in whatever form, and without limiting the generality of the term, shall include: technical, scientific, commercial, financial or market information, know-how or trade secrets; data concerning business relationships, processes, services, and personnel; plans, designs, drawings, functional and technical requirements and specifications; cost estimates and pricing structures; and intellectual property that is proprietary to Penquin or to a third party in respect of which Penquin has right of use or possession.

The Supplier undertakes that it shall not disclose this information other than in accordance with the provisions of the agreement or with the express written consent of Penquin.

The undertaking and obligations contained in this clause do not apply to information which: (i) is publicly available at the date of disclosure or thereafter become publicly available from sources other than Penquin;

- (i) is already in possession of the Supplier prior to its disclosure;

(ii) is required by law or any regulatory authority to be disclosed.

The Supplier shall take such precautions as may be necessary to maintain the confidentiality of such material and information in respect of its directors, employees, or agents or any assignee, sub-contractor, distributor or any other person to whom any such information may have been or will be disclosed. Save as may be required by law or any regulatory authority, no announcement or publicity of the existence of this agreement of its content or transaction embodied therein shall be made or issued without the prior written agreement of the Parties.

10. Agency

The Supplier acknowledges and accepts that Penquin acts as an agent on behalf of its principal, unless otherwise notified. Penquin shall effect payment to the Supplier upon receipt of payment from its principal.

11. Non-Solicitation

The Supplier shall not during the provision of goods and services and for a period of 12 months thereafter, directly or indirectly, in any manner whatsoever, contact or solicit any of Penquin's customers for the purpose of providing those customers with any goods or services which are the same or similar to those supplied to Penquin.

12. Non-Compete

The Supplier shall not during the provision of goods and services and for a period of 12 months thereafter, directly or indirectly, in any manner whatsoever, persuade, induce, solicit or procure any employee of Penquin to terminate his employment with Penquin and:

- (i) become employed by or interested in any manner whatsoever in any entity, directly or indirectly in competition with the business carried on by Penquin; or
- (ii) become employed by or interested in any manner whatsoever in any entity, directly or indirectly involved with the business carried out by the Supplier, or any such similar business.

13. Variation

No alteration, variation, amendment or purported consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

14. Novation

Any indulgence, latitude, extension of time or the like, granted by Penquin to the Supplier shall in no way whatsoever constitute a novation or waiver of any rights whatsoever which Penquin may have against the Supplier, nor may it operate as an estoppel against Penquin.

15. Assignment

The agreement is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights, or sub-contract any of its obligations under the agreement.

16. Severability

In the event that any of the terms and conditions are found to be invalid or unenforceable, such terms and conditions will be severable from the remaining terms and conditions, which shall continue to be valid and enforceable.

17. Domicilium

The Supplier chooses domicilium citandi et executandi, in other words the address at which the Supplier shall accept all notices, legal process and the like, whether or not the Supplier is still at the address chosen, for all purposes in respect of all transactions between the parties, the physical address specified in the Application.

18. Authority

The signatory, by his signature hereto, warrants that he is duly authorized to represent the Supplier and to bind the Supplier to these terms and conditions.

SUPPLIER
NAME

Strategic Key Trading (Pty) Ltd

SIGNED BY:
NAME

Raees Moonsamy

DESIGNATION

Director

SIGNATURE

[Signature]

DATE

08/03/2018