

STANDARD SUPPLIER TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES



1. No order or request for goods or services shall be valid unless accompanied by a Purchase Order (PO) duly issued by XLink Communications (Pty) Ltd. XLink Communications (Pty) Ltd will not be liable for any charges incurred by a Supplier for any work done without a PO.
2. The Suppliers must deliver the goods with either a delivery note or a tax invoice that complies with SARS requirements.
3. The tax invoice must include the following:
 - 3.1 PO Number;
 - 3.2 The word "Tax Invoice" should be in a prominent place on the invoice supplied by Supplier;
 - 3.3 Made out to XLink Communications (Pty) Ltd;
 - 3.4 Show the XLink Communications (Pty) Ltd VAT Number;
 - 3.5 Show the Suppliers VAT Number if applicable;
 - 3.6 Dated correctly (e.g. can not be dated before the PO date);
 - 3.7 Full physical address and/ or postal address of the Supplier;
 - 3.8 Full description of items on the invoice;
 - 3.9 Quantity of items on the invoice;
 - 3.10 XLink Communications (Pty) Ltd Purchase order no;
 - 3.11 Account number details with XLink clearly stated;
 - 3.12 Serial numbers of items if applicable;
 - 3.13 Price and VAT amounts clearly identifiable on the invoice supplied by Supplier.
4. Payment will be made in line with systems-based payment terms:
 - 4.1 The Supplier shall abide by XLink Communications (Pty) Ltd financial control processes which may include submission of proof of bank account in a form acceptable to XLink Communications (Pty) Ltd.
 - 4.2 Notwithstanding anything to the contrary in any agreement or documentation, unless otherwise stipulated in the PO, all payments shall be due and payable within 60 (Sixty) days following receipt of a valid and duly detailed invoice, associated monthly statement (whichever is the later) together with all substantiating documentation required by XLink Communications (Pty) Ltd.
5. Import of goods must be provided by Supplier on the basis of "Delivered, Duties Paid" (DDP, INCO term).
6. Compliance
 - 6.1 The parties shall each comply with the Applicable Laws (including protection of information, anti-bribery, sanctions and trade controls) relevant to the delivery of the goods or services under the PO.
 - 6.2 Each party shall have an obligation to notify the other in the event of a breach of such laws or a change of status in respect of sanctions and trade controls. In such circumstances, each party shall have the right to suspend services or terminate the agreement with immediate effect and without liability.