



NEWSHELF 1186 (PTY) LTD

Invitation to Tender

Underground Conventional and Other Mining Services

Reference Number:

2026NS1186-001

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SECTION 1: TENDER INFORMATION SUMMARY

Tender Name:	Underground Mining Contractor
Tender Reference Number:	2026NS1186-001
Date:	19 February 2026
Contact email:	tenders@gold1.co.za

SPECIFIC INFORMATION

1. Mandatory Clarification Meeting: **27 February 2026 @10h00**
Kindly RSVP to tenders@gold1.co.za before or on 26 February 2026 at 12h00. Please provide the following details in the RSVP email for security access for each person attending (Maximum of 2 persons will be allowed per company) at the site meeting: Full name & Surname, Id number, contact number, vehicle registration number and company name. The Supplier is responsible to ensure that they have the necessary PPE required to be permitted to site i.e.: hard hat, reflective vest, and safety shoes. Meeting start point will be at the Gedex 10 Shaft Boardroom:

Gedex 10 Shaft
Pfuhl Street,
Sherwood Gardens
Brakpan North
<https://maps.app.goo.gl/dHhrgSqy9AmDTtzr8>

NB: Please quote tender reference number in email subject heading when sending RSVP email.

2. Closing date and time 6 March 2026 at 16h00.

Late submissions will be automatically disqualified.

3. Tender Submission: Tender submission will only be received via emails sent to: 2026NS1186-001@gold1.co.za (Please ensure the Subject Line of the email reads as follows: Underground Mining Contractor REF: 2026NS1186-001).

NB: Failing to do so will cause your submission to be automatically rejected by the Outlook Server Rules created to administer the tender submission.

4. Quote Validity Tendered price must be valid for at least 90 Days from tender closing date.

5. Enquiries All enquiries must be addressed to: tenders@gold1.co.za.

6. Mandatory Tender Document Submission

(All supporting document are to be CERTIFIED, failing to submit any of the respective documentation as listed in the below checklist will result in a tender disqualification.)

Please tick each box below after you have attached the required documents, before submitting your application:

TENDER SUBMISSION CHECKLIST	
CERTIFICATES/DOCUMENTATION REQUIRED TO BE ATTACHED	Complete in expiry date, where applicable
Tender invitation initialled on each page. Section 3 & 4 of tender invitation completed and signed	
BBBEE certificate	
Company Profile	
A company letterhead	
Copies of any relevant licenses or certificates	
Full technical specifications of item/s or service/s as per your tender submission	
Valid tax clearance certificate	
Proof of address place of Operations (Utility Bill)	
Copy of certificate of Memorandum of Incorporation of registered entity	
A letter from the Bank verifying all account details (letter must be recently stamped)	-
Pricing and cost breakdown	
Certified copy of identification of all directors, members, and or partners	
Last audited financial statement	
Details of two contactable references of similar prior work	
Attach a business card with contact details of designated authorised company personnel	

TENDER REVIEW CONSIDERATION

Preference and due consideration will be given to the below:

Description - Scoring Consideration
Percentage Historically Disadvantaged South African Ownership
Percentage Black Woman Owned Business
Percentage Youth Owned Business
Locality (Physical Address as per municipality bill of company)
BBBEE Certificate Level
Level of Technical Skills, Experience, Specialized Knowledge and/or Equipment
Pricing Competitiveness
Lead-time

SECTION 2: GENERAL SPECIFICATION AND SCOPE OF WORK

2.1 INTRODUCTION

The Company hereby invites suitably qualified and experienced underground mining contractor to submit a proposal for the execution of underground mining activities Cons Modder Gedex Operations - 7 & 10 Shaft, located in Sherwood Gardens, Brakpan, Gauteng.

2.1.1 SCOPE OF WORK

The successful bidder will be required to perform the following underground mining activities:

- a) The conventional stoping contract will be based on a production area of 6,000 m², comprising 80% breaking and 20% sweeping activities .
- b) Pillar mining.
- c) Footwall lifting incidental to pillar mining.
- d) Conventional development activities.
- e) Winch erection and in-stope construction.
- f) Vamping and sweepings.
- g) Provide ad hoc labour hire services.
- h) Skilled and Unskilled labour must be recruited where possible from Brakpan and surrounding areas with preference given to Wards 95 and 105.
- i) The total workforce deployed on site shall not exceed 320 employees at any time.

The mine is to provide free of charge: -

- a) The mine will supply all equipment and all materials and equipment required to execute works in accordance with the mine standard budget.
- b) Cap lamps, Gas Detection Instruments and change house facilities to the Contractor's employees.
- c) The mine shall furnish first-aid facilities on site for treatment of minor injuries and sickness of the Contractor's employees for which the costs will be borne by the Contractor.
- d) The mine shall make available its first-aid clinic and medical services for treatment of the Contractors employees who may be seriously injured on duty.
- e) Office container, internet connection and telephone line will be provided for the duration of the contract.

2.1.2 SAFETY, QUALITY AND PERFORMANCE

- a) Stoping width shall not exceed 5% of planned stoping width as determined by Mineral Resource and Rock Engineering Department for the specific workplace, and penalties will apply for non-compliance.
- b) A penalty up to 5% shall be imposed for safety incidents, including Lost Time Injuries (LTIs) for the specific workplace.
- c) All work must be conducted in full compliance with the Mine Health and Safety Act and the Company's safety standards.

2.1.3 COMMERCIAL CONDITIONS

- a) No payment will be made for mining undertaken in unapproved or unauthorized mining areas.
- b) All work will be measured, verified, and certified in accordance with the Company's procedures.
- c) Relevant mining equipment and consumables will be supplied by the mine.
- d) Transport will be provided by the mine (In accordance with the mines existing travel routes).
- e) PPE will be supplied by the Contractor, however, needs to be procured through the companies preferred onsite service provider.
- f) Employees will be required to work shifts.
- g) Offices will be supplied by the company.
- h) Employees will need to go through security screening, medicals and induction training at the onsite training centre. Cost related to this will be for the Company.
- i) Supervision planning will be up to Mine Overseer level.
- j) Payment will be made on Company's Survey Departments measuring results based on the below pricing schedule rates.
- k) Contract duration will be for two years.

2.1.4 MINIMUM REQUIREMENTS

The appointed contractor must demonstrate a proven track record in underground mining operations, supported by strong and verifiable references from comparable mining projects. The contractor shall employ suitably qualified and experienced personnel holding applicable mining qualifications.

All statutory legal appointments from Regulation 2.14.1 and below must be in place and valid, and the contractor must be fully compliant with the Mine Health and Safety Act (MHSA) and all related regulations and labour laws. Evidence of compliance, including safety systems, competencies, and appointment letters, may be requested as part of the evaluation process.

2.1.5 SCHEDULE OF RATES

(To be completed by Service Provider)

Site Establishment - All inclusive		
Description	Unit Of Measure	Total Pricing Excl 15 % Vat
Site Establishment - All Inclusive	lot	

Conventional Stoping		
Description		
The rates in this schedule of rates include, but is not limited to the following:		
<p><u>Site Preparation</u></p> <p>Make safe the entire area</p> <p>Barring and removal of all dangerous and loose rock from the sidewalls and hanging walls.</p> <p>Identify and safely remove all misfires.</p> <p>Installation of temporary support as per Rock Mechanic's recommendation, if available and according to the relevant Mine Standard.</p> <p>Install and Re-installation of support where such support had been removed.</p>		
<p><u>Mining</u></p> <p>Defined as the extracting of ore from underground workings by means of drilling and blasting.</p> <p>Activities include, but are not limited to the following:</p> <p>Drilling, blasting, supporting, de-watering, equipping as well as the removal of blasted rock by means of scraping and sweeping (into the tip), removal of mud and sealing off old area.</p>		
Pricing	Unit Of Measure	Price per M ² Excl 15% Vat
Conventional Stoping	Per M ² (Breaking 80% and Sweepings 20%)	

Pillar Mining & Footwall Lifting

Description

The rates in this schedule of rates include, but is not limited to the following :

Site Preparation

Make safe the entire area

Barring and removal of all dangerous and loose rock from the sidewalls and hanging walls.

Identify and safely remove all misfires.

Installation of temporary support as per Rock Mechanic's recommendation, if available and according to the relevant Mine Standard.

Install and Re-installation of support where such support had been removed.

Mining

Defined as the extracting of ore from underground workings by means of drilling and blasting.

Activities include, but are not limited to the following:

Cleaning, drilling, blasting, supporting, de-watering, equipping as well as the removal of blasted rock by means of scraping and sweeping (into the tip), removal of mud and sealing off old area.

Pricing:	Unit Of Measure	Price per UOM Excl 15% Vat
Pillar Mining (Per m ³)		
Footwall Lifting (Per m ³)		

Vamping's & Sweepings		
Description		
<p>This rate includes Vamping to mine Standard, removal of all broken rock and fines down to footwall as well as the brushing of the footwall (where appropriate) and the reclamation of all re-usable material. Drains are to be broken into smaller pieces and processed</p>		
<u>Panels and gullies</u>		
<p>This rate includes vamping and sweeping of panels and gullies to Mine Standard and reclamation of all re-usable equipment and material. Where the vamping activity only involves the gully, then 1m of the shoulder will also be vamped and swept.</p>		
Pricing:	Unit Of Measure	Price per R/Ton Excl 15% Vat
Re-sweeps - (up to 5cm)	R/Ton	
Vampings	R/Ton	
Removal of mud	R/Ton	

Conventional Development		
Description		
<p>Conventional development - Defined as the drilling, blasting and equipping of underground tunnels. Activities include, but are not limited to the following:</p> <p>Removal of blasted rock, installation of temporary and primary support as well as the installation of temporary and permanent services, such as tracks, pipes and electrical cables</p> <p>Blasting of vent holes- Defined as the drilling, blasting and equipping of underground tunnels. Activities include, but are not limited to the following:</p> <p>Removal of blasted rock, installation of temporary and primary support as well as the installation of temporary and permanent services, such as tracks, pipes and electrical cables</p>		
Pricing:	Unit Of Measure	Price per R/Ton Excl 15% Vat
Blasting of Raise (2,4x1,8)m	M	
Blasting of Winze (2,4x1,8)m	M	
Blasting of Boxhole (2,0x1,5)m	M	
Blasting of Travelling Way (2,4x2,4)m	M	

2.2 HEALTH, SAFETY AND ENVIRONMENT

The Tenderer shall comply fully with the Mine Health and Safety Act, 1996, the Occupational Health and Safety Act, 1993 and the NS1186 Health, Safety and Environmental procedures for the managing of onsite third parties where applicable.

The following are the minimum personal protective equipment and safety device requirements which must be worn / used when delivering to NS1186 Operations where applicable:

- Safety shoes.
- Reflective vest.
- Hard hat.
- Vehicle top block
- Safety glasses.
- Hearing protection.
- Dust masks.

2.2. QUALITY ASSURANCE

The Tenderer is expected to conform to the Quality Assurance requirements listed below:

- ISO Accredited
- SANAS Accredited

The Tenderer would also be expected to submit a description of the Quality Assurance system which he/she intends to use together with samples of Quality Assurance documents regularly in use by him/her for works of this nature.

2.3. CONFIDENTIALITY

NS1186 and the Tenderer shall keep all commercially sensitive information obtained by them in the context of this Tender confidential and shall not divulge it without the written approval of the other. Upon award of the Tender, Tenderer will be required to sign a Confidentiality and Non-Disclosure Agreement.

2.4. GENERAL

By submitting a Tender, Tenderers will be deemed to have acquainted themselves fully with the Section 2: Scope of Work. All information is furnished in good faith for the guidance of the Tenderers, but in no way shall such information relieve them of the responsibility of ascertaining to their own satisfaction the scope and conditions of the appointment. Where applicable, the Tenderer shall make all investigations necessary to inform themselves thoroughly as to the character and magnitude of the work, the facilities for delivery, placing and operating the necessary plant and for delivery and handling of materials at the site. No plea of ignorance of conditions which exist or may hereafter exist will be accepted as a reason for failure to complete the appointment or as a basis for a claim for additional compensation or extension of time.

The award of this Tender shall not create any exclusive right to the benefit of the successful Tenderer. NS1186 reserves the right to award item supply that falls within Section 2: Scope of Work to third parties from time to time, mostly for trial and test purposes, without infringing on the sanctity of the appointment of the Tenderer.

All correspondence and queries must be directed to the Tender Secretary of NS1186, whose details are specified on the NS1186 Contact Details page. No verbal or written information, which is obtained other than through this Tender and following the closing date shall be binding on NS1186.

No employee of NS1186, other than those listed on the cover page are authorized to interpret any portion of this Tender or give information as to the requirements of the Tender in addition to that contained in or amended to this written Tender document.

At the sole discretion of NS1186, a submission may not be considered on any of the following basis: -

- Late submission.
- Supply of goods not compatible with NS1186 stated requirements.
- Attempts by the Tenderer to leverage advantage for their submission through any inducements of any nature whatsoever, to individual employees of NS1186. Any benefit offered or that accrues are for the sole benefit of NS1186.
- Violation of any intellectual property rights, copyright, trademarks, patents or any other exclusive protective measures taken and enforced by law of any third party including NS1186.

NS1186 and any of its employees or subsidiaries hold themselves free of any liability whatsoever regarding the use or abuse of any intellectual property, trademarks, copyrights, patents, royalties or related infringements of any nature. The Tenderer must ensure that such aspects are fully dealt with before submitting its tender to NS1186.

NS1186 reserves the right to effect changes to the requirements contained in this Tender prior to the closing date and will inform all Tenderers of any such change.

NS1186 reserves the right to reject all Tenders and to request clarification of information from any Tenderer.

The award of this Tender is subject to the conclusion of a written agreement between NS1186 and the successful Tenderer.

The draft agreement shall form the basis of the agreement but may require revisions and customisation to suite the successful Tenderer. NS1186 reserves the right to have the final draft of the agreement reviewed by an outside counsel/attorney before finalising the agreement with the successful Tenderer.

NS1186 is not obligated to enter into an agreement on the basis of any submission in response to this Tender.

Prior to the final selection, Tenderers may be required to submit additional information that NS1186 may deem necessary to further evaluate the Tenderers qualifications.

NS1186 will not reimburse the Tenderers for any costs associated with the preparation and/or submission of any proposal, or for any travel and/or *per diem* costs incurred.

Tenderers are strictly prohibited from offering any gratuities, favours, or anything of monetary value to any official, employee, or agent of NS1186 for the purpose of influencing consideration of this Tender.

A Tender may not be withdrawn five (5) days before the expiration of the closing date.

NS1186 reserves the right to negotiate, post adjudication, with the selected Tenderer the exact terms and conditions of an agreement with the Tenderer.

Tenderers may find instances where they must take exception with certain requirements or specifications of the Tender. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for NS1186, and a description of the advantage to be gained or disadvantages to be incurred by NS1186 as a result of these exceptions.

Tenderers, at their own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless NS1186, its employees, and agents, from any.

liability of any nature or kind in regard to the submission in response to this Tender and for rendering of the services/supply of the goods described in this Tender.

All proposals, responses, inquiries, or correspondence relating to or in reference to this Tender, and all reports, charts, and other documentation submitted by Tenderers shall become the property of NS1186 when received.

Tenders shall be evaluated by an adjudication committee who may, at its option, request any or all Tenderers to make oral presentations.

NS1186 reserves its right to accept any tender submitted, not necessarily the lowest and is not obliged to disclose the reason for its decision.

SECTION 3: ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to any part of this Tender including the scope of works or to qualify its Tender in any way, it shall set out its modifications clearly hereunder failing which the Tender will be deemed to be unqualified.

If no departure or modifications are desired, the Schedule here under is to be marked NIL by the Tenderer.

**SIGNATURE OF AUTHORISED REPRESENTATIVE
WHO WARRANTS THAT HE/SHE
IS DULY AUTHORISED**

FULL NAME AND ID NUMBER

DATE

SECTION 4: TENDER DECLARATION

Authority of Signatory

If the Tender is submitted by a company or any other legal entity, it must be signed by a person or persons who shall be required to warrant that they are duly authorised thereto.

To: The NS 1186 Pty Ltd Tender Committee

Date: _____

Tender No: _____

Tender Name: _____

I, in my capacity as _____ hereby confirm that I am a duly authorised representative of _____ for purposes of the above stated Tender.

SIGNATURE OF AUTHORISED REPRESENTATIVE
WHO WARRANTS THAT HE/SHE IS DULY
AUTHORISED

NAME & SURNAME

ID NUMBER

ANNEXURE “A”

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS AND SCOPE

- 1.1 These Terms and Conditions shall apply to any official purchase order or service agreement that is issued by the following Gold One Group companies or Divisions (hereinafter referred to as the “**Company**”):
 - Gold One Africa (Pty) Ltd
 - Far East Gold Special Purpose Vehicle (Pty) Ltd
 - Goliath Gold Mining (Pty) Ltd
 - New Kleinfontein Goldmine (Pty) Ltd
 - Newshelf 1186 (Pty) Ltd
 - Newshelf 1198 (Pty) Ltd
 - Newshelf 1201 (Pty) Ltd
- 1.2 Unless the context of this document clearly indicates a contrary intention, the following words or phrases shall have the meanings assigned to them:
 - 1.2.1 “**Agreement**” refers to any legally executed agreement of supply for goods and/or services between the Company and a Supplier or Service Provider.
 - 1.2.2 “**Days**” shall mean weekdays, excluding those that fall on a public holiday.
 - 1.2.3 “**Official Purchase Order**” means an order for goods and/or services that is printed on stationery bearing the words “**Purchase Order**” and the details of any of the above Group Companies and which has been signed by an authorised signatory on behalf of that Company.
 - 1.2.4 “**Party**” and “**Parties**” shall mean either the Company or the Supplier and Parties shall mean both the Company and the Supplier.
 - 1.2.5 “**Printed**” shall include any order in electronic format that conforms to the latter definition of an official order.
 - 1.2.6 References to “**Supplier**” shall include reference to a “**Service Provider**”.
 - 1.2.7 Reference to “**goods**” or “**item**” shall include references to “**services**” or “**service description**” for the purposes of this document.
 - 1.2.8 Unless otherwise indicated by the context, references to the singular shall include the plural and any reference to gender shall include the opposite gender; and
 - 1.2.9 The Parties agree that in the event of a conflict and/or inconsistency between the provisions of the Agreement and the provisions of these Terms and Conditions, the provision which imposes a higher standard, greater restriction, or more onerous

requirement and/or obligation on the Supplier, either in terms of the Agreement or in terms of these Terms and Conditions, shall prevail and apply. In the case where the Agreement is silent on any matter dealt with in, or regulated by, these Terms and Conditions, the provisions contained in these Terms and Conditions shall prevail and apply and be binding on the Parties.

2. SPECIFICATIONS, PRICES AND SUPPORTING DOCUMENTATION

- 2.1 The item/s description or specification stated on the Official Purchase Order or EPO shall be deemed to be correct and/or sufficient to facilitate supply of the item sought unless the Supplier has notified the Company of the error or sought further clarification from the Company regarding the item ordered prior to delivery of the item/s.
- 2.2 The latter condition shall *mutatis mutandis* apply to quantities, prices and delivery dates on Official Purchase Orders.
- 2.3 Document numbers and dates must be stated on quotations to facilitate reference thereto on Official Purchase Orders. The same quotation document number must be endorsed on the supporting documentation or drawings to the quotation.
- 2.4 The Official Purchase Order will also be endorsed on the supporting documentation.
- 2.5 Unless otherwise stated on the official purchase order, all orders are placed on condition that the goods are delivered to the Company premises as specified on the Official Purchase Order.
- 2.6 Unless stated otherwise on the Official Purchase Order, the costs of such delivery will be for the account of the Supplier.
- 2.7 The criticality of time dictates that it is compulsory for Suppliers to commit to a delivery date in respect of any Official Purchase Orders prior to placement of the order.
- 2.8 Notwithstanding the right of the Company to cancel any purchase order not received by the Company within seven days of the delivery date stated on the Official Purchase Order, Suppliers are obligated to advise the Company of the possible late delivery two days prior to the scheduled delivery date.
- 2.9 The Company shall also have the right to claim damages from any Supplier whose late delivery has been the cause of any operational loss or otherwise suffered by the Company, including any costs incurred by the Company in procurement of the same item from an alternative Supplier.
- 2.10 All deliveries must be booked and scheduled with the receiving department to obtain a delivery date and time slot, the respective department head must be notified in cases where the stock is urgently required, and the allocated receiving time slot could negatively impact the operations.

3. OWNERSHIP AND RISK

- 3.1 Ownership of, and risk in, the goods shall pass to the Company upon formal acknowledgement of receipt by the Company. It being noted that such acknowledgement shall not necessarily

constitute verification that the goods received are in good condition, fit for purpose or, in the case of repairs, that they have been properly repaired.

- 3.2 Where the Official Purchase Order is for the supply, erection and commissioning of any plant, equipment or structure, the risk shall remain with the Supplier until such time as the goods have been commissioned by the Company.
- 3.3 In cases where ownership of the goods contractually remains with the Supplier until payment for the goods has been made to the Supplier, the risk shall be limited to return of the goods only if they have not already been used by the Company.
- 3.4 Any specifications, drawings or designs provided to the Supplier by the Company shall at all times remain the exclusive property of the Company and the Supplier hereby undertakes to protect the Company's rights therein by not disclosing same or allowing any other third parties to make copies thereof.
- 3.5 Any specifications, drawings or designs provided to the Supplier by the Company shall not be used for any other purpose by the Supplier than for the specific performance of the relevant official order.

4. DEFECTIVE GOODS AND RETURNS

- 4.1 The Company reserves the right to return to the Supplier, without any penalties, any goods that have, within seven days of receipt, been found to be defective or that do not conform to the Official Purchase Order specifications, or the specifications provided by the Supplier prior to acceptance of the Official Purchase Order.
- 4.2 Any costs associated with the return of any goods referred to in clause 4.1 shall be for the account of the Supplier.
- 4.3 The Company shall have the right to either cancel the Official Purchase Order for any returned goods or to agree to any other revised delivery terms for replacement goods, as it deems fit and at its sole discretion.
- 4.4 Should the Company cancel the Official Purchase Order; the Supplier hereby undertakes to process a credit for the returned goods on the Company's account.
- 4.5 Should payment have already been made to the Supplier for the goods; the Company will be entitled to offset the value of the returned against any monies due to the Supplier.
- 4.6 In the event that the Supplier disputes the reason for the return, the onus shall rest upon the Supplier to prove its objection to the Company within a period of 14 days from the date of return.
- 4.7 Should the Supplier default in the performance of any term or condition of any Purchase Order or contract and fail to remedy such default within 30 (thirty) days, or within such longer period as may be reasonable in the circumstances, after receipt of written notice by the Company requiring the Supplier to do so, then the Company shall be entitled, without prejudice to any other rights which it may have in law, forthwith to terminate the Purchase Order or contract in whole or in part, and/or to claim damages from the Supplier.

- 4.8 For the purpose of paragraph 4.7 above there also shall be an event of default if any order is made or resolution is passed for the winding-up of the Supplier or it is placed in liquidation or under any form of receivership, whether provisionally or finally, or becomes insolvent or makes a general assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they become due or is otherwise shown to be unable to pay its debts as they become due.
- 4.9 The Company may terminate the Agreement in whole or in part for convenience and without cause at any time by giving the Supplier at least 60 (sixty) days' prior notice designating the termination date. The Company shall have no liability to the Supplier with respect to such termination.

5. PAYMENT OF THE CHARGES

- 5.1 The Company shall pay the Supplier the Charges as indicated in the pricing schedule annexure "A" or final contract to be concluded and signed by both parties.
- 5.2 The Supplier shall submit invoices, which shall comply with the VAT Act, to the Company in respect of the good/ services supplied by no later than 20th of each month.
- 5.3 Payment will take place within 45 (Forty-Five) Business Days after receipt by the Company of a duly prepared original invoice / statement.
- 5.4 All payments shall be made by electronic transfer into the following bank account nominated by the Supplier:

Account Name : _____

Bank : _____

Branch : _____

Branch Code : _____

Account Number : _____

- 5.5 The Supplier may at any time notify the Company of the revised banking details, provided that such notice shall be accompanied by an official confirmation of the revised banking details from the bank where the revised account is located.

The Company may set off any amounts due and payable from the Supplier pursuant to the terms of this Agreement against any amounts payable by the Company to the Supplier on any invoice. If the amounts payable by the Supplier to the Company exceed the amounts payable by the Company to the Supplier pursuant to an outstanding invoice under this Agreement, then, at the Company's option, the Supplier shall either issue a credit note for the net amount which the Company may set off against any other invoices rendered by the Supplier, or promptly pay the amount to the Company.

6. INSPECTION AND TESTING RIGHTS

- 6.1 The Company shall be entitled to inspect, during normal business hours and per prior arrangement, the Supplier's business premises, workshop or site where the goods that are the subject of an Official Purchase Order are stored or manufactured in order to satisfy itself:
 - 6.1.1 of any statutory compliance issues; or
 - 6.1.2 of the quality of the manufacturing process or materials used to assemble, manufacture or repair the item.
- 6.2 The Company shall have the right to subject any item received from any Supplier to the appropriate testing procedures required to check whether the quality of the item or its components comply with the Company's specifications, or the specifications provided by the Supplier before the official order was placed by the Company.

7. INDEMNITIES AND INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Supplier hereby indemnifies the Company against any claim which may be made for the infringement or unauthorised use of any patent rights, trademarks or protected rights in respect of the goods supplied by the Supplier.
- 7.2 All royalties and expenses of whatsoever nature arising out of the use of such patent rights, trademarks or protected rights shall be payable by the Supplier.

8. REPRESENTATION

Notwithstanding application of the *Principle of Estoppel* the following conditions shall apply to both parties in the execution of a purchase order:

- 8.1 The Company shall be represented by the Supply Chain Manager or his duly appointed Materials Management department nominee.
- 8.2 The Supplier shall be deemed to be represented by any person who displays reasonable evidence of such representation, whether by possession of material or documentation belonging to the Supplier or by the communication of information pertaining to the products, prices or services sold by the Supplier.

9. DISPUTE RESOLUTION

- 9.1 Any disputes regarding order specifications, product quality, quantities or delivery periods that could not be resolved between the Supplier and Company's procurement staff in the first instance must be referred to the Gold One Group Financial Manager by the Supplier.
- 9.2 Should the dispute not be resolved to the satisfaction of both parties by the Gold One Group Financial Manager it shall be settled by arbitration before a single Arbitrator in accordance with the current arbitration legislation pertaining to the Gauteng province in the Republic of South Africa.

9.3 The award of the Arbitrator shall be final and binding upon the parties and judgement upon the award may be entered in any court having jurisdiction in respect thereof.

10. FORCE MAJEURE

Neither Party shall be liable for non-performance to the extent that such non-performance has been caused by events or conditions resulting from any acts or omissions of any government department or agency, provincial, local, or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrections, sabotage, acts of war, illegal strikes, interruption of public transport services or roadways, lockouts, floods, storms or fire.

11. GOVERNING LAW AND JURISDICTION

All contractual obligations arising from purchase orders will be governed by and be construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with South African law by a South African court having jurisdiction.

12. CONFIDENTIALITY

All confidential information disclosed by the Company to the Supplier pursuant to the negotiations, conclusion and during the term of this Agreement shall not at any time whether directly or indirectly be distributed, disclosed, or disseminated in any way or form by the Supplier to any third party and such confidential information shall remain the property of the Company.

13. WARRANTY

The Supplier warrants that all goods will be manufactured in accordance with the specifications and that anything supplied or undertaken by it in terms of any Agreement with the Company, shall be free from any patent or latent defects arising as a result of poor workmanship, design or defective materials, for a period of twelve (12) months after any goods have been delivered, or, in the event of the supply of services, twelve (12) months after the Services have been rendered and (where applicable) an acceptance certificate is signed by the Company, unless longer standard warranties are applicable for the goods or works, or longer warranties have been agreed to.

14. PENALTIES

The Supplier acknowledges that its failure to meet any thresholds determining the levels of supply it is required to meet will have an adverse impact on the Company's business operations and shall warrant the levying of penalties. Therefore, in the event that the Service Provider fails to meet the supply of the Goods, then in addition to all other remedies available to the Company in law, the Company may recover 10% of the order value as a penalty.

15. DOMICILIUM CITANDI ET EXECUTANDI

- 15.1 For all purposes, including but not limited to, the giving of any notice, the making of any official communication or the serving of any legal notices, the domicilium citandi et executandi for the Company shall be c/o Gold One International Limited, Constantia Office Park, Bridgeview House, Ground Floor, Corner 14th Avenue and Hendrik Potgieter Street, Weltevreden Park, 1715. In the absence of any other documented address for the Supplier, it shall be the physical address from which the Supplier normally conducts its business.
- 15.2 Official written notices may be given by either party to the other by registered mail, printable electronic mail or by hand. Such notice shall be presumed, unless the contrary is proven by the receiving Party, to have been received by the seventh day after having been posted or on the same day after having been sent by electronic mail or being hand delivered.

16. GENERAL

- 16.1 Should any of the terms and conditions contained herein subsequently be held to be invalid, unlawful or unenforceable, such term/s and condition/s shall be severable from the remaining terms and conditions, which will continue to be valid and enforceable.
- 16.2 No failure, delay, relaxation or indulgence, on the part of the Company in exercising any power or right conferred upon the Company in terms hereof, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right hereunder.
- 16.3 The Official Purchase Order, together with any annexures and supporting documentation, shall together with these Terms and Conditions constitute the sole and exclusive record of the Agreement between the Company and the Supplier.
- 16.4 No verbal warranties, representations, undertakings, guarantees or other terms or conditions or variations, modifications or waiver of any provision of the official purchase order by either party shall be of any force or effect unless reduced to writing and signed by both parties.
- 16.5 The Supplier shall not cede any rights or delegate any obligations pursuant to the Purchase Order without the prior written permission of the Company.

ANY QUERIES IN CONNECTION WITH THESE TERMS AND CONDITIONS SHOULD BE DIRECTED TO:

- tenders@gold1.co.za