



The South African Breweries (Pty) Ltd

Park Lane 65 Johannesburg
2146 Sandown Sandton
Company Reg.No.: 1998/006375/07
VAT Reg.No.: 4160180495

SUPPLIER

Private Company
NAMAQUA WINES SA PTY LTD
17 Sirkelweg
PO Box 75
8160
Vredendal
South Africa

Vendor No.: 1118408
Vendor Reference:
Contact: Delia Smith
Telephone No.: 0828270532
Fax No.:

RETURNS PURCHASE ORDER

Purchase Order Date: 14.03.2025
Payment terms:
IDD: Due 60 Days from Invoice Document Date

Currency: ZAR

Contact: BONGI MVIMBI
Telephone No.:
Fax No.:
Reference:
Email: BONGI.MVIMBI@ZA.AB-INBEV.COM

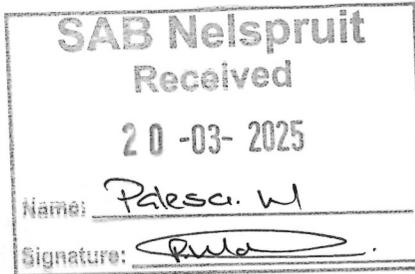
4504369254

Send Communications to The Mailroom:
Email: Only for system generated PDF
documents:abi.invoicingsa@za.ab-inbev.com

Postal Address: Accounts Payable (Mailroom)
PO Box 782178, Sandown, 2146, South Africa

Physical Address: Accounts Payable (Mailroom)
65 Park Lane, Sandton, 2196

If not indicated per item deliver to:
SAB Nelspruit Depot., 3 Bosch Street, Industrial Are,
Nelspruit, Nelspruit.



SAB (Pty) Ltd is committed to the B-BBEE Act and requires all vendors to be B-BBEE compliant. SAB (Pty) Ltd will not continue to do business with vendors that do not submit a valid certificate and achieve Empowering Supplier status.

Kindly email your valid B-BBEE certificate to: Procurementsupport@za.sabmiller.com to ensure compliance to our Preferential Procurement Policy.

Item No.	Material No.	Supplier Part No.	Description	Order Qty	Unit	Price per Unit	Value
00010	94373		RAINDANCE NATURAL SWEET ROSE 5L CAS	7	CAS	452.17	3,165.19
Returns item							
Rel. ord against contract: 4600013354 Item: 00210							
RAINDANCE NATURAL SWEET ROSE 5L CAS							
00020	94376		RAINDANCE SWEET RED 3L CAS	1	CAS	274.78	274.78
Not labeled							

HARRIS

Delivery Date: 14.03.2025
Delivery Time: 00:00:00



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Purchase order date: 14.03.2025

Item No.	Material No.	Supplier Part No.	Description	Order Qty	Unit	Price per Unit	Value
Returns item							Delivery Date: 14.03.2025 Delivery Time: 00:00:00
			Rel. ord against contract: 4600013354 Item: 00240				
			RAINDANCE SWEET RED 3L CAS				
						Total net item value excl. VAT:	ZAR 3,439.97
						Total VAT:	ZAR 516.00
						Total Price:	ZAR 3,955.97

x1 box Raindance Dry Red Wine 6x3L

x1 box Raindance Sweet Red Wine 12x1L ~~PL~~. Not loaded

x2 boxes. Raindance Smooth Dry Red Wine 12x1L ~~PL~~ Not loaded.

x1 box Raindance Sweet Red Wine 4x5L

TERMS AND CONDITIONS OF PURCHASE

Procedures

In the absence of a Principal Contract or Tender document, these General conditions of Purchase shall take precedence over all other terms and conditions submitted by, or included with any quotations from Suppliers, excepting that any terms and conditions appearing on the face of the order, shall take precedence over these general conditions of Purchase. Where there is a principal Contract or Tender document, the terms and conditions contained therein shall take precedence over these general conditions of purchase. For the sake of clarity and the avoidance of doubt ABI Africa does not accept Supplier's standard terms and conditions of sale and tender (if any), which are hereby unreservedly rejected. Under no circumstances whatsoever shall any act or omission be deemed to be acceptance by ABI Africa of any Supplier's terms or conditions. Subject to the conclusion of a principal Contract or Tender document and notwithstanding anything to the contrary, all terms and conditions of any nature which do not appear in this Order shall not be binding on ABI Africa, whether recorded in writing or not, including but not limited to acceptance by ABI Africa of any delivery by Supplier, signature of a Supplier delivery note (or the like) by an ABI Africa employee/representative nor acceptance and payment of any Supplier invoice by ABI Africa. Supplier's delivery of the Goods and Services in accordance with this Order shall be deemed an irrevocable and unqualified acceptance of the terms and conditions contained herein.

Definitions

Unless the context indicates otherwise,

- Principal Contract shall mean the main contract or agreement concluded in writing between ABI Africa and the Supplier in respect of the Goods and Services.
- Tender document shall mean the tender submitted by the Supplier to and accepted by ABI Africa in response to an invitation to tender, in respect of the Goods and service which in the absence of a Principal Contract constitutes a binding contract between ABI Africa and the Supplier.
- ABI Africa shall mean The ABInBev Africa (Pty) Ltd and including all subsidiaries or affiliated companies.
- Supplier shall mean the company, person or body to whom these General conditions of Purchase is addressed.
- Delivery date shall mean the date specified in the order by which delivery and or service must be completed at the specified site. If the goods are to be installed, and/or commissioned by the Supplier, then delivery date shall mean the date specified by which such installation and/or commissioning, inclusive of any tests or inspections required, shall have been completed to the satisfaction of ABI Africa.
- Delivery shall mean the physical delivery to the designated delivery point, and if installation and/or commissioning is included in the scope of work, the completion of such work inclusive of the passing of all tests and inspection required at the designated delivery point.
- Goods shall mean the items and or services detailed on the order, and shall be inclusive of all work necessary to achieve delivery by the required delivery date.
- Order shall mean these General conditions of Purchase and all attachments thereto as listed in the text thereof.
- Expressions denoting the singular shall include plural and vice versa

B-BBEE Preferential Procurement

The Supplier shall be obliged to comply with ABI Africa's B-BBEE Preferential Procurement Policy and to ensure that a valid B-BBEE certificate or EME Sworn Affidavit is available and is submitted annually as guided by the Codes of Good Practice. The supplier acknowledges that all B-BBEE certificates submitted to ABI Africa and are verified comply with the SANAS/IRBA regulations. All certificates must be in compliance with the following:

- The VAT number reflected on the B-BBEE certificate must be the same as the VAT number on the vendor application forms unless otherwise communicated to ABI Africa.
- Certificates that are loaded against a subsidiary of a group or holding company must be accompanied by an Annexure A, clearly detailing the subsidiary and the relationship with the Holding Company.
- All B-BBEE valid and compliant certificates or EME Sworn Affidavits must be emailed to rps.helpdesk@mu.ab-inbev.com.

Social Compliance

ABI Africa is committed to conducting business in line with the Supplier Code of Conduct. This Code requires that Suppliers meet international and national human rights and labour standards; provide a safe and healthy work environment for their employees; act ethically and with integrity in their business conduct and manage environmental resources in a sustainable manner. Suppliers must be able to demonstrate compliance with the Code at the request and to the satisfaction of ABI Africa and could be required to undergo an assessment by independent auditors. In the case where ABI Africa becomes aware of any actions or conditions not in compliance with the Code, ABI Africa will demand corrective measures. When contracting with agents or traders, ABI Africa may request to have their manufacturing or farming Suppliers assessed for compliance. ABI Africa reserves the right to terminate these General conditions of Purchase if the Supplier cannot demonstrate compliance with the Code. As the code may be amended from time to time, it is recommended that Suppliers ensure that they have the most updated version.

Responsible Sourcing Guideline for packaging carbon emission

Supplier expressly confirms having read and agreed with the AB InBev Global Responsible Sourcing Policy and Supplier Anti-Corruption Policy, which can be found at <http://www.ab-inbev.com>. AB InBev expects that its suppliers meet the principles of this Responsible Sourcing Policy and Supplier Anti-Corruption Policy or equivalent set of principles and shall work with their own suppliers and subcontractors to ensure they meet them as well.

Paper Based Packaging Materials Responsible Sourcing Guidelines

ABI Africa requires that paper based packaging material Suppliers have mechanisms in place to demonstrate that the materials being purchased by ABI Africa are made from either recycled fibre or known and legal virgin fibre sources. In order to demonstrate that a source is known and legal the Supplier may be required to provide reliable information that identifies the source location, the source entity, and each intermediary in the supply chain. Suppliers must also have mechanisms in place to ensure that the wood has been harvested and traded in compliance with the applicable legislation.

Variations

No deviations from the specification and/or terms and conditions of this Order are permitted without ABI Africa's prior written consent. ABI Africa reserves the right to add to, deduct from or otherwise alter the requirements of the order. Any such alterations to the order shall be issued as an amendment to the order, shall form part of the original order, and all requirements thereof except as may be altered by the amendment, will apply to such variation. Supplier shall not proceed with any such variation until advised in writing to so proceed.

Delivery

Supplier shall deliver the goods to the designated delivery point, not later than the stated delivery date, unless such date or address is altered by ABI Africa, and is actually agreed upon with the Supplier. The Supplier warrants that: whilst at any ABI Africa site or on ABI Africa premises Customer shall and shall ensure that its employees, agents, sub-contractors and representatives ("Agents") shall comply with the Occupational Health and safety Act 1993 ("OHSA") any Customer health and safety policies and security requirements, in force from time to time (copies of which will be provided to the Supplier on the Supplier's written request).

Penalties for late Delivery

The Supplier agrees that time is of the essence in respect of the delivery of the Goods and Services and ABI Africa shall be entitled to levy a penalty on the Supplier for late deliveries without prejudice to any other rights that ABI Africa may have in law. For each day that the Supplier is late in delivering the Goods and Services to ABI Africa, ABI Africa shall be entitled to reduce the fee that it pays the Supplier by 1 % per day until delivery is made, up to a maximum of 10% of the total fee payable by ABI Africa.

Terms of Payment

Unless a payment term is stated either in a written signed agreement or on the face of the purchase order, all valid invoices received at ABI Africa's stated address will be paid 120 days of invoice entry date, subject to delivery being completed to ABI Africa's satisfaction and ABI Africa's internal payment policy.

Electronic Invoicing

ABI Africa will accept lawfully submitted electronic tax invoices from Suppliers for the purpose of claiming input tax. No other tax invoices may be issued by the Suppliers and all copies must bear the words "copy tax invoice". Debit and credit notes may accordingly also be received electronically, subject to the requirements set out in the VAT Act. It is the responsibility of the Supplier to ensure that all requirements of the VAT Act are complied with when tax invoices are transmitted electronically.

No Escalation-Fixed Pricing

Unless otherwise stated in the order, prices are fixed and free from any and all escalation.

Foreign Exchange

Unless specifically stated in the order, variations in foreign exchange rates which effect the order value will not be for ABI Africa's account.

Import Duties: Customs Charges

Prices are deemed to include all applicable duties, import charges, landing and wharfage fees and other costs incurred or likely to be incurred in importation of the goods.

Insurance

Supplier is responsible for insurance of the goods up to time of handover of the goods to ABI Africa.

Handover Passing of Risk and Ownership

Goods shall be deemed to have been handed over to ABI Africa on completion of delivery of the goods to the designated delivery point, and acceptance thereof by ABI Africa or its designated assignee.

Intellectual Property

Supplier warrants that any use of ABI Africa's Intellectual Property by Supplier in accordance with the terms of this Agreement shall include the appropriate copyright notice and/or trademark legend and shall ensure that it and its Agents shall fully comply with the ABInBev Code of Commercial Communication ("CoCC"), the Association for Responsible Alcohol Use Marketing Code ("ARA Code") and Section 9 of the Liquor Act, 59 of 2003.

Cession and Assignment

ABI Africa may, at any time without the need for consent from the Supplier, assign, subcontract, delegate or otherwise transfer, in any manner whatsoever, its rights and or its obligations under these General conditions of Purchase and / or any of the rights arising out of or in connection with it, in whole or in part and on more than one occasion.

Inspection and Expediting

As deemed necessary by ABI Africa the goods to be supplied in terms of this order will be subject to inspection and /or expediting. An appointed ABI Africa inspector/expeditor/purchaser shall have access at all reasonable times to the premises of the Supplier for the purpose of such inspection and/or expediting and shall be given access to any relevant documentation, excepting priced orders, necessary to fulfil said representative's function.

Discrepancies

Should any discrepancy or ambiguity arise in relation to the goods to be supplied against this order, it shall be referred to ABI Africa for resolution thereof. ABI Africa shall not be liable for any additional cost resulting from abortive or wasted work arising prior to the discovery of such discrepancies or ambiguity.

Quality and Guarantee

All goods shall be new, of the best quality and suitable for the purpose of which they are required, and if a specification is part of the order, shall be in strict conformity with such specification. Supplier shall guarantee the goods from all defects for 18 months from delivery, or 12 months from commissioning, whichever shall occur first.

Packaging for Transit

Supplier shall adequately and properly pack the goods for transit. All packaging shall clearly state the project identifications, where applicable, the order number, material number(s), material description and destination.

Drawings and Manuals

Delivery shall not be deemed completed until instruction and assembly manuals and/or drawings, signed of samples / prototypes required to be supplied in terms of the order and have been delivered to and accepted by ABI Africa.

Force Majeure (Via Major)

Neither ABI Africa nor the Supplier shall be liable for failure to perform in the event such failure is caused by force majeure. Force majeure shall include, but is not limited to war, riots, civil commotions, natural physical disaster, strike or industrial action by Suppliers employees, action by government or public authority. Notice of occurrence of force majeure shall be passed by the effected party to the other party as soon as possible, with details of the likely effect.

Termination

Should ABI Africa so wish it shall have the right to terminate the order in whole or part, by written notice to the Supplier. On receipt of such notice the Supplier shall immediately cease all work in connection with the order. The Supplier shall advise ABI Africa in writing of any costs appertaining to said termination.

Breach

If in the opinion of ABI Africa the Supplier breaches any of the terms and conditions of the order then ABI Africa shall advise the Supplier in writing of such breach and instruct Supplier to commence to remedy such breach within 3 days of said notice. Should the supplier fail to so commence to remedy, then ABI Africa shall be entitled, without prejudice to any other rights ABI Africa may have in law, to cancel the order in whole or part.

Insolvency and Death

If the Supplier, being an individual, dies or is sequestered, finally or provisionally, or being a company is placed in liquidation or under judicial management, either finally or provisionally, then the Order shall be considered to be defaulted, and ABI Africa shall be entitled without prejudice to any of its rights in law, to cancel the order in full or in respect to goods not yet supplied, without incurring any liability to the Supplier.

Confidentiality

All details of this order, and the relevant project as a whole, shall be considered as confidential, and shall not be imparted to any third party in any form whatsoever without prior written authority from ABI Africa, excepting that any necessary information required by a third party for execution of the order may be imparted.

Indulgences

No indulgences by ABI Africa in respect to any part of the orders shall release the Supplier of its obligations in terms of the order, or constitute a waiver of ABI Africa's rights.

Whole Agreement

This order constitutes the whole agreement between the Supplier and ABI Africa and no modifications shall be valid or binding unless issued as an amendment to the order. No Supplier is to manufacture, supply and or delivery any good and or service without an Official ABI Africa Purchase order and in accordance with Abi Africa's Procurement to Pay (PTP) policy.

Sub-Contractors

All terms and conditions of the order shall be part of any agreement between the Supplier and his sub-contractors, and shall be binding thereon. ABI Africa must be notified of any sub-contracting in writing and approve such prior to any commencement of work.

Applicable Law

The agreement resulting from acceptance of this order shall be governed and construed in accordance with the laws of the RSA.

Labour Relations Act

The Supplier has to comply with all the national laws, regulations and standards including those imposed by any South African governmental or regulatory authority and any local regulatory requirements, required by law and shall take appropriate steps with respect to the labour laws of the country as may be necessary in the provision of the Service/s. The Supplier shall indemnify, on an after tax basis, and keep indemnified ABI Africa against all losses, claims, damages, liabilities, additional licence fees and expenses (including all reasonable legal fees) incurred by or awarded against ABI Africa or which are agreed by ABI Africa to be paid by way of settlement or compromised arising out of or in relation to any infringement or alleged infringement of any rights of any third party which is suffered by ABI Africa as a result of the Services the Supplier provided.

Arbitration

Any dispute or disagreement arising from execution of this order that cannot be amicably resolved shall be determined in accordance with the provisions of the Arbitration Act of the RSA.

Submission to Jurisdiction

The parties to the order submit themselves to the jurisdiction of the Local Division of the Supreme Court for any matter arising out of this order.

Patent Rights

The Seller hereby agrees that ABI Africa has the free right to maintain, repair or replace any broken or worn part of any patented article supplied by the Seller to ABI Africa. The Seller shall indemnify ABI Africa against any claim made for infringement of patent rights.

Ethical Conduct

ABI Africa requires all Suppliers, contractors and consultants to act ethically and to comply with the spirit of ABI Africa's Employee and Business Ethics policy.

Consumer Protection Act (CPA)

The Supplier must ensure that on delivery, and for a reasonable period after that, all Products supplied shall be in strict compliance with Customer's performance criteria and specifications and shall comply with the requirements and standards of the Consumer Protection Act, 68 of 2008 ("CPA") to the extent that the Products directly or indirectly form part of the supply chain of goods and/or services ultimately supplied to consumers (as those terms are defined in the CPA). Without limiting the generality of the foregoing, the Products shall be free of defects and of a quality that persons are generally entitled to expect. Supplier shall indemnify Customer and keep Customer fully and effectively indemnified against any liability for harm that is described under section 61(5) of the CPA to the extent that such harm arises as a consequence of the provision or use of the Products.

Policies

By accepting these Terms and Conditions of Purchase, the Supplier confirms that it has read, understood and accepts the provisions of ABI Africa's policies and that it shall comply with the terms of these policies. All ABI Africa policies and guidelines can be accessed via the website: www.ab-inbev.com.

