

TAX INVOICE

Q5352

\* 9 7 4 6 2 1 9 6 \*

Q5352

|                             |                          |                              |                              |                         |
|-----------------------------|--------------------------|------------------------------|------------------------------|-------------------------|
| Invoice Number<br>976219653 | SAP Order<br>11956258    | Sap Order Date<br>17.11.2025 | Account Number<br>211383     | GRV Required            |
| Invoice Date<br>19.11.2025  | PO Number<br>95352012h08 | Delivery Date<br>20.11.2025  | Plant / Bay<br>JB4/JB4.30237 | Order Type<br>Duty Paid |

|                                                                                                                                                      |                                                                              |                                                                                                             |                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|---------------------------------|
| Invoice Address<br>SPAR SOUTH RAND D.C.,<br>Cnr Rudo Mh11 & 4 Struwig Roads, E,<br>ERF 538 CNR 161 NORTH RAND & ROMEO, Hughes Ext 35, 1469, Jet Park | SPAR SOUTH RAND D.C.<br>ERF 538 CNR 161 NORTH RAND & ROMEO<br>1469, Jet Park | Payment Terms<br>30 days from statement<br>Bank: CITIBANK N A SOUTH AFRICA SANDTON 0200079904 / 350005<br>/ | Customer VAI Number: 4770111336 |
|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|---------------------------------|

|                     |            |                   |                      |                 |     |                 |
|---------------------|------------|-------------------|----------------------|-----------------|-----|-----------------|
| Product Description | List Price | Customer Discount | Promotional Discount | Amount excl Vat | Vat | Amount incl Vat |
|---------------------|------------|-------------------|----------------------|-----------------|-----|-----------------|

|        |                      |       |        |          |           |            |           |            |
|--------|----------------------|-------|--------|----------|-----------|------------|-----------|------------|
| 779077 | Gordon's Snstor 75cl | 12X01 | 65 CAS | 1,825.30 | -7,857.20 | 110,787.07 | 16,618.06 | 127,405.13 |
|--------|----------------------|-------|--------|----------|-----------|------------|-----------|------------|

Weekly

SPAR I.C.C. DC 124430  
 Date: 20/11/25 Time: 6:55  
 Total Cases Received: \_\_\_\_\_  
 Cases Returned: \_\_\_\_\_  
 Net for Returns: \_\_\_\_\_  
 Number: 618012  
 Label: \_\_\_\_\_  
 on behalf of SPAR: J.F.

ANY RETURNS MUST BE NOTED ON THIS DOCUMENT AND ITS COPY

|                   |                       |      |           |      |
|-------------------|-----------------------|------|-----------|------|
| Sales Order Notes | Receipt From          | Name | Signature | Date |
| Notes:            | Diageo                |      |           |      |
|                   | Receipt From Customer | Name | Signature | Date |

|                    |            |
|--------------------|------------|
| Taxable Value Rand | 110,787.07 |
| Vat Rate           | 15 %       |
| Tax Amount Rand    | 16,618.06  |
| Total Due          | 127,405.13 |
| ESD                | 0.00       |
| Currency           | ZAR        |

Signing this document is a legal requirement



## GENERAL CONDITIONS OF SALE

All orders placed by you, the customer described in the account application form, with Diageo SA (Pty) Limited, registration number 1964/03344/07, ('us', 'we') and all the products sold to you are subject to these conditions, which form part of a supply contract that we enter into with you for the supply thereof.

## 1. GENERAL

- 1.1 Any conditions contained in any other document, or any amendments to this document, shall be void and of no effect unless specifically agreed to by us in writing.
- 1.2 No indulgence granted by us shall be binding or constitute novation, waiver or estoppel, unless recorded by us in writing.
- 1.3 Each provision of these conditions is **severable** from the other provisions. Should any provision be found by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of these conditions shall nevertheless remain binding and continue with full force and effect.
- 1.4 We may from time to time alter these conditions in such a manner as we determine by notice to you in writing.
- 1.5 You agree that we may cede, assign, transfer or otherwise dispose of all your rights and obligations in terms of these conditions to any third party but will not do so without your consent at any time. You will be notified in writing of such cession, assignment or transfer.
- 1.6 You warrant that all information given by you to us is true and correct, and that the signatory of all applications, orders and delivery notes on your behalf is duly authorized to do so.
- 1.7 You undertake and agree to notify us in writing of any intended change in your ownership, failing which there will be deemed to have been no change and you will remain liable for accounts for all products delivered to your premises or collected from us until receipt of written notification of such change is acknowledged by us.

2. PRICE

- 2.1 Prices for our products and where applicable, discounts, VAT, excise and other duties and taxes, are those that apply at the date of order of products. Prices will be fixed for a period of time and increased by an agreed amount whether fixed percentage or CPI, in the event that price increases are influenced by other factors you will be notified prior to such increase being implemented.
- 2.2 We may grant such discounts as we in our sole discretion deem appropriate from time to time.
- 2.3 Prices are exclusive of VAT, excise duty and delivery surcharges (not applicable to collect orders).
- 2.4 Orders are subject to surcharges where the order is below minimum order values stipulated by us from time to time, as well as surcharges for broken case lots, as specified ~~in our~~ ~~from time to time~~.

### 3. PAYMENT

- 3.1 Unless otherwise agreed in writing by us, payment for all products sold shall be required before delivery of the products to you, in South African Rand and via such method as we may specify from time to time, and without set-off or deduction.
- 3.2 Where we have agreed in writing to grant you a cash-on-delivery facility, payment of our invoice(s) shall be due by you on delivery of the relevant product. We reserve the right to withhold delivery until payment is received.
- 3.3 Where we have agreed in writing to grant you a credit facility, payment of our invoice(s) shall be due as per the agreed credit terms.
- 3.4 We may make enquiries as to your credit record with any other party, and may provide any party with regular updates regarding the manner in which you conduct your credit facility with us.
- 3.5 If any amount is not paid within the agreed term, we will take immediate action to recover the outstanding amount.
- 3.6 A certificate signed by any of our managers or directors (whose appointment and designation it shall not be necessary to prove) shall be prima facie proof of your liability to us.
- 3.7 We may appropriate any payment made by you to such order products or parts thereof as we may deem appropriate (notwithstanding any purported appropriation by you).
- 3.8 You will not be entitled to return any products to us or require us to take back any products from you after they have been delivered to or collected by you (except in the circumstances set out in clause 5) and if you purport to accept delivery of part only of your order we reserve the right not to deliver the whole order.
- 3.9 All bottled products are packaged in non-returnable bottles and are not subject to returnable deposits.

#### 4. RISK AND TITLE

- [illegible]

## 5. CLAIMS AND LIABILITY

- 5.1 Our obligation to deliver products is in all cases subject to our availability of the goods to be delivered. We will not be liable for any loss or damage arising from the non-delivery of the products, or from any delay in delivery, in respect of the whole or part of the product, if the product is not delivered to the final customer, or if the customer has received the product and has not returned it to us. This stamp is not proof of any delay in delivery or non-delivery.
- 5.2 If any of the products are defective in any respects, our total liability for the replacement of any defective products shall be limited to the replacement of the defective products or credit for the purchase price of the defective products as we shall decide. The products are otherwise sold without any guarantees or representations, warranties or conditions statutory or otherwise express or implied are expressly excluded.
- 5.3 Except as provided in this clause 5 we will not be liable for any loss or damage of whatever nature and however caused, including without limitation consequential or indirect damages.
- 5.4 You must on delivery satisfy yourself as to the products, and will be deemed to be satisfied unless you immediately and by written notice refuse to accept delivery of the products concerned.

- 5.5 Any invoice reflecting your delivery address and a signature for receipt of the goods appearing on such invoice, shall constitute prima facie proof of delivery of such goods. Alternatively, in such case of goods collected from us, a signed receipt for such goods on the relevant Calling Customers' Schedule or similar document, shall constitute prima facie proof of delivery in respect of goods appearing in such Schedule.

## RESALE BY THE CUSTOMER

- 6.1 You may not resell the products except in good condition in or from the bottle or containers supplied by us and exactly as supplied by us or as we otherwise authorize in writing. The bottles and containers of the products shall at all times only be used to contain and/or dispense the product for which it was produced and no other product or substance shall be placed in the bottles or containers at any time after sale to you.
- 6.2 You will dispense (in the case of draught products), store, condition, package and label all products, strictly in accordance with our requirements as notified from time to time.
- 6.3 You will promptly on demand permit us and our authorized representatives access to your premises at any time during normal business hours to verify your compliance with these conditions.
- 6.4 The products are sold on the further condition that you undertake to us that the products will not at any time subsequent to sale to you become the subject of duty evasion.
- 6.5 If at any time we reasonably suspect that the condition in sub-clause 6.4 has been or will be breached by you, we may at our discretion without prejudice to any other rights or remedies do all or any of the following: continue to supply the products to you but only on a duty paid basis; and request you to supply full details (including names, address, type and quantity of products supplied) of the persons to whom the products were resold and you shall supply these details.
- 6.6 In order to protect the intellectual property, manufacturing and distribution licences, and other licences relating to the products in South Africa, including those granted to you in terms of 7 below, and in territories other than the Republic of South Africa, the products hereby sold are subject to the express condition that they are sold for resale in SADC and ROWCO markets only and may not, directly or indirectly, be sold, exchanged or disposed of for resale or use, outside the borders of the respective markets.
- SADC countries include Lesotho, Swaziland, Angola, Botswana, Zambia, Zimbabwe, Democratic Republic of Congo, Namibia, Seychelles and South Africa.
- ROWCO markets include all territories anywhere in the world excluding Namibia, Nigeria, the Republic of South Africa and the balance of the SADC footprint territories listed above.
- 6.7 You will procure that purchasers of products from you, except in the case of retail sales to persons not buying for resale, are subject to the same (or equivalent) conditions as those set out in this clause 6, and if requested by us to do so, you will cede the benefit of those conditions to us.

## INTELLECTUAL PROPERTY RIGHTS

- All intellectual property rights in the products and materials provided by us or on our behalf to you shall remain our property. We hereby grant you a licence to use these intellectual property rights, in SADC and ROWCO markets only, for the purpose of use and supply of the products in accordance with these conditions, and such other which we might specify from time to time.

## ILLEGAL TRADING

- Notwithstanding anything to the contrary contained or implied elsewhere, should it come to your notice that you are aware of any person or entity in any way whatsoever involved in the procurement, marketing or sale of stolen liquor or an illegal liquor product, or found guilty of the supply of liquor products to persons under the age of 18 years, we shall be entitled in our sole and absolute discretion and without prejudice to our rights to any other remedies, and upon written notice, to (a) cease the supply of products to you (b) publish the details of such cessation in the media; and/or (c) notify other liquor manufacturers of such cessation, who may, in their sole and absolute discretion, cease the supply of liquor products to you and to publish the details thereof in the media, in which event you will not have any claim whatsoever against us, arising from such cessation.
- You undertake not to resell any products to entities which do not have valid liquor licences in the territories in which you operate. You undertake to indemnify Diaeco for any loss, claim or damage resulting from any such sale.

## BREACH AND INSOLVENCY

- BREACH AND INCONVENIENT**  
In the event that (a) you fail to comply with any of these conditions; (b) you suffer a change in control of ownership, or sell your business; (c) you, whether voluntarily or involuntarily, make arrangement with your creditors or (being an individual or firm) become sequestered or (being a company or close corporation) go into liquidation or receivership (otherwise than for the purpose of amalgamation or reconstruction) or an administrator is appointed in respect of your assets; (d) you are unable to pay your debts generally as they become due or suspend any payment to us or cease, threaten to cease, to carry on business; or (e) we reasonably consider that any of the above events is about to occur to you and inform you accordingly, the full amount of your indebtedness to us shall become immediately due and payable and we shall be entitled, without prejudice to our right to any other remedies which we might have in law or in terms of these conditions, upon written notice to you, to:
- 9.1 cancel any contract with you and suspend any further deliveries to you, without any further liability to you;  
9.2 withdraw credit facilities and cash-on-delivery facilities and make further supplies of products on a strict cash with order basis only; and/or  
9.3 require you to deliver to us products, the title in which has not yet passed to you, as set out in clause 4.2.

**CONFIDENTIALITY**

- CONFIDENTIAL**
- The existence and terms of any supply of products and any other information and materials relating to us or our business disclosed to you by or on behalf of us prior to or after the entering into by us of any contract with you for the supply of products shall be our confidential information and shall not be used or disclosed by you to any third party. You shall return all such information and materials to us on request and shall cease all further use of such information and materials.
- GOVERNING LAW**
- These conditions and any further contract of which these conditions form part shall be governed by the law of South Africa. You consent to the jurisdiction of the Magistrates' Court of South Africa to settle any claim or dispute in connection with these conditions or any contract of which these conditions form part, but we reserve the right to institute action in any other court of competent jurisdiction. You shall bear all expenses incurred by us in any dispute including all legal charges on an attorney and client scale, collection charges and tracing fees.

PUNXPER  
180625

PTN SPAR SOUTH RAND D.C.  
Accounting Inventory Receiving Report

SCMEST 20/11/25 20:51:26 Page 70

PO Range Selected : \*ALL

PO Number : 301 - 95352 1 Date Received : 20/11/25

Vendor Number : 006728 DIAGEO - SPIRITS

PO Date : 17/11/25  
Pay-To Vendor :

Trade 1 : Trade 2 : Whse Allow : Sales & Merch : Redistribution : Damaged Goods :

| Item Number                        | VPCK | SPCK | Our Cases | Mast Cases | Our Cases | List Price | Deal 1 | Deal 2 | Deal 3 | Deal 4 | Invoice Cost | Extended Invoice Cost | Warehouse Cost |
|------------------------------------|------|------|-----------|------------|-----------|------------|--------|--------|--------|--------|--------------|-----------------------|----------------|
| 3123919                            | 1    | 12   | 65        | 65         | 65        | 1825.30000 | 40.00  |        |        |        | 1785.30000   | 116044.50000          | 1682.64525     |
| GORDONS GIN SUNSET ORANG 75 779077 |      |      |           |            |           |            |        |        |        |        |              |                       |                |

Our Cases Ordered . . . : 65  
Master Cases Received : 65  
Our Cases Received . . : 65  
Net Invoice . . . . . : 116044.50000

DIAGEO SOUTH AFRICA

CLARK

2025-11-21

5271

SPAR SOUTH RAND D/C  
V. A. T. REG: 67/01572/06  
CNR RUDO NELU/STREUWIG RD. JETPARK. BOKSBURG  
P.O. BOX 8400, ELANDSFONTEIN, 1406  
PH: 0118214000 FAX: 0118214098

Page: 1

GRV DOCUMENT  
Date Of Receiving: 20/11/25

P.O Number: 95352 Delivery Number: 1  
Task Number: 449344

GRV Number: 618012

Temperatures  
Outside:  
Front:  
Middle:  
Rear: :

Warehouse: 3 01

Vendor code: 006728 DIAGEO - SPIRITS  
Address: 1 MAGWA CRESENT WATERFALL CITY  
Private Bag X12  
MIDRAND  
2090

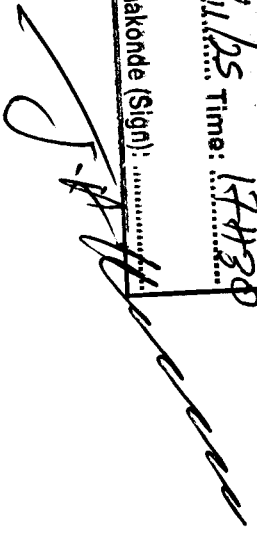
Transporter:  
Invoice/Delivery number : 6746219653  
Invoice Method: . . . : VENDOR CASES

| Item    | Vendor Item | Description               | V/Pk | S/Pk | Size  | Order Qty | Invoice Qty | Received Qty | Claim Qty | Invoice Wgt | Received Wgt | Claim Wgt | Out Of Stock | Damaged Stock | Short Deliv | Expired Stock | Wrong Item | Not Ordered |
|---------|-------------|---------------------------|------|------|-------|-----------|-------------|--------------|-----------|-------------|--------------|-----------|--------------|---------------|-------------|---------------|------------|-------------|
| 3123919 | 779077      | GORDONS GIN SUNSET ORANGE | 1    | 12   | 750ML | 65        | 65          | 65           | 0         |             |              |           |              |               |             |               |            |             |
| TOTALS: |             |                           |      |      |       | 65        | 65          | 65           | 0         |             |              |           |              |               |             |               |            |             |

Signed on behalf of Spar:

Signed on behalf of Transporter:

Signature:  DOMINIC MHLONGO (KD 18JR/JC GP) Vehicle Reg. JL 19VF GP

NEMAKONDE  
SPAR SOUTH RAND D.C.  
Dry Goods - Order Checked  
Date: 20/11/25 Time: 17:43:30  
Joseph NemaKonde (Sign): 

WAREHOUSE: 3 01 DRY GOODS  
 PO NUMBER: 95352 DOOR: 035 DATE: 20/11/25  
 VENDOR : 0006728 DIAGEO - SPIRITS

| ITEM    | ITEM DESCRIPTION          | SIZE  | VPCK / | SPCK REASON<br>CODE | STACK<br>LIMIT | PALL<br>TYPE | PALLET<br>ID | SLOT  | VCASE<br>QTY | DAMAGED<br>QTY | TOTAL<br>RCV |
|---------|---------------------------|-------|--------|---------------------|----------------|--------------|--------------|-------|--------------|----------------|--------------|
| 3123919 | GORDONS GIN SUNSET ORANGE | 750ML | 1 /    | 12                  | 0              | 001L         | 4276324      | AE20V | 65           |                | 65           |

FINAL TOTALS: 0 65

\*\* END OF REPORT \*\*