

HARVESTIME (PTY) LTD

Reg No.: 2023/214018/07 | VAT No.: 4740317211 | Tel: +27(0)11 365 3000
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Purchase Order Terms & Conditions

Harvestime Proprietary Limited | Version 1.0 | Effective: 7 May 2026

These Terms and Conditions ("Terms") apply to all purchase orders issued by Harvestime Proprietary Limited (registration number 2023/214018/07, VAT number 4740317211) ("Buyer") to its vendors and suppliers ("Vendor"). By confirming a Purchase Order, the Vendor unconditionally accepts these Terms.

1. Purchase Order

A Purchase Order issued by Buyer is binding on both Parties upon the earlier of: (i) written confirmation by Vendor; or (ii) 5 days after issuance (unless rejected in writing). Vendor's own general terms are expressly excluded. Buyer may amend, suspend, or terminate a Purchase Order by written notice. Termination for Vendor default entitles Buyer to procure equivalent deliverables from third parties at Vendor's cost.

2. Price and Payment

Prices are fixed and firm as set out in the Purchase Order, inclusive of all taxes, levies, and delivery costs (DDP unless otherwise stated). Payment is made by EFT within 60 days of valid invoice. VAT invoices must comply with the Value Added Tax Act 89 of 1991. Buyer may set off amounts owed to Vendor against amounts owed by Vendor to Buyer.

3. Goods and Services

Vendor warrants that all Goods will be new, free from defects and encumbrances, and will meet all Specifications. Goods intended for human consumption must comply with the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 (R638), the Consumer Protection Act 68 of 2008, and all applicable food safety legislation and regulations. Services must be provided to the highest professional standard.

4. Delivery

Time is of the essence. Vendor must deliver the agreed Deliverables at the agreed time, place, and in the agreed volumes. Vendor must notify Buyer immediately of any foreseen delay and take remedial steps at its own cost. In the event of delay in raw ingredient delivery, Buyer may source from a third party at Vendor's cost.

5. Compliance

Vendor must comply with all applicable South African and international laws, including the Occupational Health and Safety Act 85 of 1993, the National Environmental Management Act 107 of 1998, POPIA (Protection of Personal Information Act 4 of 2013), the Consumer Protection Act 68 of 2008, and Harvestime's Supplier Code of Conduct. Vendor must obtain all required licences and permits. Vendor warrants that it does not engage in modern slavery, forced labour, or human trafficking. Buyer may inspect Vendor's premises and test Deliverables at any time.

6. Warranty and Non-Conformance

Vendor warrants Deliverables against defects for 2 years from acceptance. Non-conforming Deliverables may be returned, replaced, corrected, or sourced from a third party at Vendor's cost. Goods for human consumption must be fit for purpose; Vendor bears all costs of disposal, storage, and logistics for non-compliant goods.



7. Intellectual Property and Confidentiality

Vendor may not use Harvestime's trademarks or intellectual property without written consent. All Specifications and information shared in connection with a Purchase Order are confidential and may not be disclosed or used for any other purpose.

8. Liability

Vendor indemnifies Harvestime and its affiliates against all losses, damages, and costs arising from the Purchase Order or the Deliverables, except where caused by Harvestime's gross negligence or wilful misconduct. Indirect and consequential damages are excluded. Vendor must maintain appropriate insurance cover, including product liability.

9. Data Privacy

Vendor must comply with POPIA and Harvestime's Privacy Policy in respect of all Personal Information processed in connection with a Purchase Order. Where Vendor processes Personal Information on Harvestime's behalf, a written Data Processing Agreement is required.

10. Force Majeure

Neither Party is liable for Force Majeure events beyond its reasonable control, provided immediate notification is given and all reasonable mitigation steps are taken. Buyer may terminate after 30 days of continued Force Majeure.

11. Governing Law

These Terms are governed by the laws of the Republic of South Africa. All disputes will be submitted to the High Court of South Africa, Gauteng Division (Johannesburg). The Vienna Convention on Contracts for the International Sale of Goods does not apply.

Contact for Purchase Order Enquiries

Buyer	Harvestime Proprietary Limited
Reg No.	2023/214018/07
Address	11 Hasset Road, Nuffield, Springs, Ekurhuleni, Gauteng, 1559
Email	info@harvestime.co.za
Tel	+27(0)11 365 3000

— End of Purchase Order Terms and Conditions —