

between The Standard Bank of South Africa Limited Reg. No. 1962/000738/06 (“the Bank”)

business address _____

and _____ (“the Merchant”)

business address (physical address) _____

Company registration/ID number _____

The Parties hereby agree to amend the Fleet Management System Merchant Agreement (“the Agreement”) as contained hereunder:

1 Interpretation

- 1.1 In this Addendum, unless clearly inconsistent with or otherwise indicated by the context:
- 1.1.1 “**Addendum**” means this addendum agreement set out in this document;
- 1.1.2 “**Agreement**” means the agreement described as the Fleet Management System Merchant Agreement, entered into between the Parties;
- 1.1.3 “**Effective Date**” means the date of signing of this Addendum by the last Party signing, which is the date on which this Addendum will be effective and enforceable;
- 1.1.4 “**Parties**” means Fleet Management and the Merchant, and “**Party**” means any one of them as the context may indicate;
- 1.1.5 “**The State**” means the Appointment of us (Standard Bank Fleet Management) as a Service Provider for the Provision of Vehicle Fleet Management Services to the vehicle fleet of National Government Departments, The Province of Kwa-Zulu Natal Transport, Provincial Administration and the South African Police Services through the use of Standard Bank Fleet Management approved Merchants;
- 1.1.6 any reference to the singular includes the plural and vice versa;
- 1.1.7 any reference to natural persons includes legal persons and vice versa;
- 1.1.8 any reference to a gender includes the other genders.
- 1.2 Where applicable, the provisions of clause 1.1 shall impose substantive obligations on the Parties as provided in the provision concerned.
- 1.3 The clause headings in this Addendum have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.4 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.5 Definitions in the Agreement shall bear the same meaning in this Addendum unless otherwise specified.
- 1.6 This Addendum shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 1.7 No provision herein shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 1.8 Save as expressly provided herein, the Agreement shall remain unaltered.

2 Broad-Based Black Economic Empowerment (BBBEE) obligations

- 2.1 If you would like to be considered for providing maintenance and repairs and tyre replacement services to the State, you are required to submit with this Addendum your BBBEE certificate that indicates your empowerment and contribution level, as issued by a recognised appraisal, failing which, we are unable to load you as an approved merchant on behalf of the State.
- 2.2 It is further your responsibility to on an annual basis, before expiry of your BBBEE certificate validity date, supply us with an updated BBBEE certificate indicating your BBBEE status and contribution level. Should you not submit such certificate to us on time, you will no longer be able to provide services as contemplated in the Agreement and this Addendum to the State until such time that the BBBEE certificate has been submitted to us.
- 2.3 At any time during the contract we may conduct quality checks and may at any time request and investigate your BBBEE status.

3 Fuel and Oil obligations

- 3.1 You and your staff will:
- 3.1.1 ensure that the card has the same registration number and/or vehicle description as the vehicle in respect of which fuel/oil are supplied;
- 3.1.2 ensure that electronic vouchers will be processed via Electronic Data Capture (EDC) equipment. Manual transactions may only occur in instances where proof is supplied that the EDC equipment is malfunctioning or that the transaction cannot dial up for authorisation.

- In such instances, you are required to comply with the operating instructions provided by us, failing which, the transaction will not be paid for;
- 3.1.3 in the event that manual transactions are incurred, ensure that only the Fleet Management Sales Voucher stationery with our own logos are used by the person presenting the Fleet Management Card as a means of payment and ensure that a card imprint was made on the manual carbon copy of the Fleet Management copy to serve as proof that the card was present at the time of the transaction;
- 3.1.4 not allow fuel in excess of the tank capacity as embossed and imprinted on the Fleet Management Card to be supplied or dispensed. Any excess fuel dispensed will not be settled;
- 3.1.5 ensure that the details on the electronic vouchers and where allowed, manual vouchers, be completed legibly and in full. Incomplete vouchers will be debited back to your bank account;
- 3.1.6 ensure that:
- 3.1.6.1 the registration number on the card corresponds and matches the relevant vehicle on your premises;
- 3.1.6.2 the make and model of the vehicle described on the card matches that of the vehicle on your premises;
- 3.1.6.3 the tank fitted to the vehicle only is refuelled;
- 3.1.6.4 no other vehicle is allowed to be refuelled with the use of the Fleet Management Card presented;
- 3.1.6.5 no canisters or drums are filled;
- 3.1.6.6 no cash is exchanged for transactions processed or any part thereof. Any and all refunds, where applicable, shall be made to the relevant card number and not in cash to the card presenter;
- 3.1.6.7 the amount on the electronic voucher corresponds to the actual amount of fuel dispensed and/or oil supplied;
- 3.1.6.8 no other purchases are included and billed for under fuel and oil categories;
- 3.1.6.9 no premises/forecourt shop purchases are included or allowed with the use of the Fleet Management Card;
- 3.1.7 Any amounts reversed and charged back for whatever reason and not honoured by you will result in your account being terminated with us and no further transactions allowed through the use of the Fleet Management Card.
- 3.1.8 That all documentation relating to fuel and oil purchases through the use of a Fleet Management Card be retained for a minimum period of three years (3 years). Should we request a copy of the sales voucher, it must be presented to us within five (5) working days, failing which the transaction will be reversed. (Clause 6.1.5 in the main Agreement is deleted and replaced in its entirety by this clause 3.1.8)

4 Fuel and Oil obligations through the use of vehicle identification technology (VIT/e-Fuel/e-tags)

- 4.1 You will ensure that:
- 4.1.1 only the vehicle that displays an e-Fuel sticker is refuelled;
- 4.1.2 the pump dispensing nozzle is placed close to the VIT chip to enable electronic verification prior to any fuel being dispensed;
- 4.1.3 the tank fitted to the vehicle is only refuelled and that such refuelling only takes place after verification has been done;
- 4.1.4 no canisters or drums are filled;
- 4.1.5 no cash is exchanged for transactions processed or any part thereof;
- 4.1.6 the amount on the electronic voucher corresponds to the actual amount of fuel dispensed and/or oil supplied;
- 4.1.7 only top-up oil may be procured and transacted through the VIT technology, which excludes any lubrication or brake fluid oils;
- 4.1.8 no other purchases are included and billed for under fuel and oil categories;
- 4.1.9 no premises/forecourt shop purchases are included or allowed.

5 Repairs and Maintenance and Tyre purchases obligations

- 5.1 You shall ensure that:
- 5.1.1 no repairs, maintenance or tyre replacements take place if you are not our or where applicable, the State’s approved merchant;
- 5.1.2 no repairs, maintenance or tyre replacements can take place before you have obtained our prior authorisation, which will be in the format

- of an authorisation number supplied to you via facsimile or email;
- 5.1.3 you do not accept any vehicles for repairs, maintenance or tyre replacement in excess of the number of units specified by us from time to time;
- 5.1.4 whenever any repairs, maintenance or tyre replacements are to take place the engine and chassis/VIN numbers and current odometer reading will be quoted by you to us when obtaining authorisation from us to commence work;
- 5.1.5 you do not charge for any storage fees or similar charges for any vehicles before, during or after repairs, maintenance or tyre replacements have taken place or where such repairs, maintenance or tyre replacements have not been authorised by us;
- 5.1.6 you will not refuse or prevent any vehicle from being removed from your premises on instructions from us or our customer;
- 5.1.7 all repairs, services or tyre replacements rendered to vehicles will maintain their parts warranty and where applicable their workmanship warranties as afforded by the manufacturer of the said vehicle and that:
- 5.1.7.1 in instances of poor or defective workmanship, you shall make good on such defective workmanship and rectify the defective workmanship within a period of one month (or any other period as provided to you by us from time to time) without any additional charge;
- 5.1.7.2 no labour rate or parts prices in excess of the manufacturer recommended rate will be paid for on any work commenced or tyre replacements completed;
- 5.1.8 all discounts are provided and reflected on the invoice supplied to us for payment;
- 5.1.9 that no tyre purchases will take place unless the tyres are purchased for replacement purposes for the vehicle at your premises, and that no tyres will be sold without actually being fitted to the vehicle at your premises;
- 5.1.10 that no spares purchases will take place at any given time unless such spares are to be fitted as part of routine service or repairs work on the vehicle at your premises, as authorised by us, or in instances where our prior authorisation has been obtained to facilitate cross-counter purchase of spares;
- 5.1.11 you will be responsible for any towing costs in the event that a vehicle has broken down as a result of any repairs or maintenance undertaken where such work is still under warranty or where the workmanship has caused the breakdown of such vehicle;
- 5.1.12 in the event of a dispute that you accept the outcome of the dispute resolution from any third party as appointed by us for such purposes;
- 5.1.13 you supply us with an estimated time period for completion of the work or tyre replacement on work authorised by us. Should you be unable to complete the work within the time period provided, you must inform us accordingly, failing which, we shall remove the vehicle from your premises without any liability for costs and charges incurred;
- 5.1.14 you have adequate job schedules and costing systems and make these available to us for audit and inspection purposes at any time;
- 5.1.15 you advise us or our customers or the State whenever any of our customer's or the State's vehicles arrive at your premises for repairs, maintenance or tyre replacements as well as upon completion of said repairs, maintenance or tyre replacements and in instances where the vehicle is not collected within one day of notification;
- 5.1.16 no vehicle will be prevented from being released from your premises pending any payment for the repairs or maintenance or tyre replacement effected;
- 5.1.17 where applicable, you only release vehicles to a duly authorised employee of the State in possession of an official release form, which form is to be retained for a period of at least three years (3 years);
- 5.1.18 you record the name and contact numbers of the authorised employee as well as the contact details of the person booking the vehicle in for repairs, maintenance or tyre replacements;
- 5.1.19 for the State, you submit all invoices for work completed within 45 days - from date of authorisation, failing which, payment will not be effected. For any other customer, the normal terms of our Agreement apply;
- 5.1.20 you record the registration number, engine and chassis number and current odometer reading of the vehicle on the invoice submitted for payment;
- 5.1.21 all documents relating to repairs, maintenance and tyre replacement will be stored for a minimum period of three years (3 years).
- 5.2 We shall effect payment to an invoice submitted to us for payment subject to the following conditions:
- 5.2.1 work was authorised by us prior to commencement;
- 5.2.2 the amount reflected on the invoice is the same as the value of the authorisation supplied to you in writing;
- 5.2.3 the vehicle description on the invoice has the same details of the vehicle authorised for repairs, maintenance and/or tyre replacement;
- 5.2.4 we or, where applicable, a duly authorised representative of the State will inspect the vehicles before, during and after the work has been undertaken;
- 5.2.5 the work was duly completed;
- 5.2.6 we have the right to cancel and terminate this Agreement with immediate effect in the event of any irregularities detected;
- 5.2.7 that the invoice submitted for payment must not be older than 45 days for the State (and for all other customers as per the terms of the Agreement) and the engine and chassis numbers of the vehicle concerned must be recorded on such invoice.
- 6 General obligations**
- 6.1 You shall ensure that:
- 6.1.1 whilst the vehicle is on your premises, you will be responsible for any damage, loss or theft of in and/or to the vehicle, regardless of whether such damage, loss or theft is as a result of any wilful or negligent act or omission by you and/or your employees, notwithstanding any disclaimers that you may have, which must otherwise apply;
- 6.1.2 in the event that you provide towing services that any vehicle towed by you will be adequately secured whilst in transit and any damage to said vehicle will be for your account;
- 6.1.3 should you have completed any unauthorised work and if you were paid for such unauthorised work, all amounts charged back to your bank account in this regard must be repaid to us as per the terms and conditions of the Agreement and/or this Addendum.
- 6.2 We will conduct regular inspections and audits of approved merchants and we reserve the right to terminate any Merchant Agreement immediately in the event of breach of any of the terms and conditions in our Agreement and/or in this Addendum.
- 6.3 Any person involved, whether for financial gain or not, with you or any company whose appointment has been cancelled by us as a supplier of services and repairs to our customers may not apply to become an approved merchant again.
- 6.4 Where it has been proven and concluded that you have defrauded or acted negligently to the prejudice of any of our customers, your facilities as an approved merchant shall be terminated with immediate effect.
- 6.5 The amount charged for work done or tyre replacements of such sale and cession shall be net of merchant commission and VAT on merchant commission charged. Your bank account will be credited with the total amount less the merchant commission and VAT on merchant commission, as the case may be.
- 7 The Agreement**
- Save for the amendments made in terms of this Addendum to the Agreement (which amendments shall be incorporated into the Agreement), the remaining provisions of the Agreement shall remain in full force and effect.
- 8 Counterparts**
- This Addendum may be executed in counterparts and a facsimile/ e-mailed copy, signed by any authorised signatory, shall be sufficient.

For the Merchant

Thus done and signed at _____ on date (YYYY-MM-DD)

Witness full name _____ Witness signature _____

X

For and on behalf of the Merchant, being duly authorised hereof _____

For the Bank

Thus done and signed at _____ on date (YYYY-MM-DD)

Witness full name _____ Witness signature _____

X

For and on behalf of the Bank _____