	Customer Application Form		
Bilfinger Intervalve africa	**Bilfinger Power Africa** ☐	**Form Number & Revision:**	I.55.0014	06
	Steinmüller Africa ☐	**Reference To:**	N/A	
	Bilfinger Intervalve Africa ☒	**Revised Date and Effective Date:**	2021-07-22	2021-07-28

1	**Requester Details**

Legal Entity Name	
Trading Name (If not the same as legal entity name)	

This application must be accompanied by certified copies of the following

1) ID's of Directors / Partners / Members
2) Tax Clearance Certificate
3) Company Registration
4) BEE certificate (if applicable)
5) Cancelled Company Cheque or an orginal letterfrom the bank, bearing an original bank stamp.

Is the Company A

(Please circle)

1) Public Company
2) Private Limited Company
3) Sole Proprietor
4) Partnership
5) Quoted Company
6) Closed Corporation

Classifications of Public Institutions

Select appropriate category below (refer to definitions below):

	(a) National, regional or local authorities as well as their special funds
	(b) Other legal persons under public law
	(c) Associations whose members fall under no. (a) or (b)
	(d) Political Parties and (e) International Organizations
	(f-h) Private Law company under public control
	(i- l) Officials
	Natural Person - no official
	Natural Person - employee (for employee creditors)
	Manufacturer
	Consultancy service provider
	Distribution agent

2	**Requester Details**

Name of Parent or Holding Company	
Name of Associated Companies	
Company Registration No.	
Date of Registration / Incorporation / Establishment	
VAT Registration No.	
Physical Address	

	Postal Address	
	Type of Business	

3 | **Contact Details of Sales person**

	Full Name and Surname	
	Telephone Number	
	Fax Number	
	Email Address	

4 | **Contact details Accounts Person (Person responsible for the account)**

	Full Name and Surname	
	Telephone number	
	Fax number	
	Email address	

5 | **Banking Details**

	Account Holder	
	Account number	
	Bank Name	
	Branch Name	
	Branch Code	
	Swift No (Foreign)	
	Iban No (Foreign)	
	Date account opened.	

6 | **Trade References**

Company Name	Contact Details	Approximately Monthly Purchase	Payment Terms Granted	Credit Limit Granted

7 | **Company Auditors**

	Name	
	Postal Code	
	Physical Address	
	Contact Person	
	Telephone Number	

Fax Number	
Email Address	
Date of appointment	

8	**Payment Terms Requested**

Cash on Delivery (COD)	☐
Credit Required	☐
Credit Limit requested	
Payment Terms requested	

9	**General Conditions of Contract**

By signing this document I confirm that I have read and agree to be bound by the General Conditions of Contract (available at www.steinmuller.bilfinger.com) applicable to any and all contracts concluded between the parties. These General Conditions will prevail over any other conditions supplied by you, whether before or after conclusion of the Contract, and shall supersede any prior written or verbal arrangement between the parties in respect of the subject matter of the Contract.

We have created a document (Privacy Notice (general)) explaining what information we process, the purpose of such processing and who we share your information with. We ask you to familiarise yourself with the Privacy Notice which can be accessed from our website and advise if you have any concerns.

Signed at _____on this_____ day of_____ 20____

Full Name and Surname	
Designation	
Signature	

Detail of Authorized Signatory

I _____ in my capacity as _____ of the applicant and duly authorised thereto certify that the informaton given above is true and correct in all respects and that no material facts have been omitted which may adversely affect this application. Should any material change to the above information take place subsequently to the signing of the application, I undertake to notify you in writing forthwith of the full details of such change. I acknowledge having read the above terms and conditions and without limiting the generality hereof and agree to be bound by all such terms and conditions.

I hereby consent to Steinmuller Africa (Pty) Ltd obtaining credit information form a credit bureau with respect to the customer's credit profile and consent to Steinmuller Africa (Pty) providing information regarding the customer's credit history to credit bureaus including adverse credit information.

Thus done and signed at _____ on this _____ day of_____ 20_____.

Full Name and Surname	
Designation	
Signature	

Witness	
Full Name and Surname	

Designation	
Signature	
Witness	
Full Name and Surname	
Designation	
Signature	

For Office Use only

Account created by :

Name: _____   Date : _____

Signature : _____   Designation : _____

Account Confirmed ☐

Third Pary Classification Checked ☐

TPDD Sanction Checked ☐

Name: _____   Date : _____

Signature : _____   Designation : _____

Comments _____

between

Steinmüller Africa (Pty) Ltd (Reg. 1962/004313/07)

Bilfinger Intervalve Africa (Pty) Ltd (Reg. 1971/001384/07)

Bilfinger Power Africa (Pty) Ltd (Reg. 1984/006092/07)

(Collectively referred to as the "Company"**)**

and

Third Parties doing business with the Company, Vendors and Clients (to the extent that they act as an Operator)

(Hereinafter referred to as the "Operator")

1. INTRODUCTION

1.1. The Protection of Personal Information Act, 4 of 2013 (POPIA) is a data protection privacy law which regulates and controls the processing of Personal Information by a Responsible Party.

1.2. For the purposes of carrying out its business and related activities, the Company from time to time processes Personal Information belonging to a number of persons, including legal entities and individuals, who are referred to as Data Subjects under POPIA.

1.3. When processing such Personal Information, the Company is obliged to comply with the provisions of POPIA.

1.4. The Company may from time to time ask third parties to process certain Personal Information on its behalf, for the purpose of carrying out its business.

1.5. In terms of section 20 of POPIA, if the Company discloses Personal Information which it has collected from Data Subjects to another for the purpose of processing or further processing, such Personal Information on its behalf, (hereinafter referred to as "the Operator") then any such processing must be subject to a written agreement concluded between the Company and the Operator, which contractually obliges the Operator to comply with the provisions of POPIA.

2. DEFINITIONS

The parties must take note of the following definitions, which will be used throughout this Operator Agreement, unless the context indicates a contrary meaning:

2.1. **Data Subject (s)** means the person (s) who own (s) the Personal Information which is to be processed by the Operator on behalf of the Company, in terms of the Main Agreement and this Operator Agreement;

2.2. **Main Agreement** means the agreement or series of agreements (including purchase orders, general conditions of contract) in terms of which the Operator is required to process Personal Information on behalf of the Company, or provide goods or services to the Company or receive goods or services from the Company;

2.3. **Operator** is any person who processes Personal Information on another's behalf as a contractor, subcontractor, service provider or client (to the extent that they act as an Operator) in terms of a contract or mandate, without coming under the direct authority of the person requesting the processing.

2.4. **Operator Agreement** means this Operator Agreement, including any attachments thereto;

2.5. **person means** an identifiable, living, natural person, or an identifiable, existing juristic person;

2.6. **Personal Information** includes, but is not limited to, the following information relating to a data subject –

- race; gender; sex; pregnancy; marital status; national, ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; dietary preferences; education; medical, criminal or employment history;

- any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, vehicle registration or other particular assignment to the Data Subject;

- biometric information;

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- personal opinions, views or preferences;
- correspondence sent by the data subject that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- information relating to a juristic person, including name, address, contact details, registration details, financials and related history, B-BBEE score card, registered address, description of operations, bank details, details about employees, business partners, customers, tax number, VAT number and other financial information
- the views or opinions of another individual about the data subject; and
- the name of the data subject if it appears with other Personal Information relating to the data subject or if the disclosure of the name itself would reveal information about the data subject.
- **Special Personal Information** including information relating to race or ethnic origin, political persuasion, religious or philosophical beliefs, trade union membership, physical or mental health, sex life, sexual orientation, biometric or genetic data, and information relating to criminal behaviour, including offences and convictions.

2.7. **process or processing** means any operation or activity or any set of operations, whether or not by automatic means, performed by the Operator concerning a Data Subject's Personal Information, including—
- the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- dissemination by means of transmission, distribution or making available in any other form; or
- merging, linking, as well as restriction, degradation, erasure or destruction of information.

2.8. **purpose** means the reason why Personal Information needs to be processed, as set out in the Main Agreement and Mandate.

2.9. **record** means any recorded information, regardless of form or medium, in the possession or under the control of a Responsible Party, whether or not it was created by such Responsible Party and regardless of when it came into existence, including any of the following —
- writing on any material;
- information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
- label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
- book, map, plan, graph or drawing;
- photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced.

2.10. **Responsible Party** means the person or entity who is processing a Data Subject's Personal Information. For purposes of this Operator Agreement, the Company is the Responsible Party.

3. MANDATE TO PROCESS
The Company hereby grants to the Operator a mandate to process certain categories of Personal Information belonging to Data Subjects on its behalf for the purpose of performing under the Main Agreement.

4. SECTION 20 POPIA OBLIGATIONS
4.1. In terms of section 20 of POPIA, where a Responsible Party makes use of the services of an Operator, to process Personal Information of a Data Subject on its behalf, then the Responsible Party is legally obliged to conclude a written agreement with such Operator, which written agreement contractually obliges the Operator to:
- comply with the provisions of POPIA when processing such Personal Information on behalf of the Company;
- only process the Personal Information received from the Company in accordance with the Company's mandate or written instruction to achieve the purpose set out in the Main Agreement;
- keep confidential all the Personal Information held by the Operator on behalf of the Company and / or belonging to the Company Data Subjects;

- put measures in place in order to keep all such Personal Information confidential, safe and secure from loss of, damage to, unauthorised use or access or accidental or unlawful destruction.

4.2. In accordance with section 20 of POPIA, this Operator Agreement seeks to manage the processing relationship between the Company and the Operator in relation to the Personal Information which the Operator has been mandated to process on behalf of the Company and the Operator has agreed to process the Personal Information on behalf of the Company in accordance with the terms and conditions set out under this Operator Agreement.

5. OBLIGATIONS OF THE OPERATOR

5.1. The Operator expressly warrants and undertakes that it will:
- process the Personal Information strictly in accordance with its mandate;
- not use the Personal Information for any purpose other than performing under the Main Agreement and this Mandate;
- only disclose the Personal Information to those individuals or entities who require it to perform the Main Agreement and only after having obtained the written consent from the Company's Information Officer, whose details are set out herein, and has in place written agreements housing the same terms and conditions as contained in this Operator Agreement, which compel the recipient to maintain the confidentiality and security of the Personal Information, and the said recipient has signed the onward transmission notice set out in Annexure A;
- treat the Personal Information as confidential and not disclose it to any other person unless required by law and only once it has provided the Company with adequate warning of the requirement to disclose and the related details thereof, including the identity of the recipient, the reason for the disclosure and confirmation that the recipient has concluded an appropriate agreement and has signed the POPIA onwards transmission notice attached hereto marked Annexure A;
- has in place, appropriate technical and organisational measures to protect and safeguard the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which in addition, provides a level of security appropriate to the risk represented by the processing and the nature of the Personal Information to be protected
- notify the Company immediately where it has reasonable grounds to believe that the Personal Information which has been provided to it has been lost, destroyed, or accessed or acquired by any unauthorised person;
- process the Personal Information strictly in accordance with provisions of POPIA;
- not use the Personal Information for any direct marketing or advertising, research or statistical purposes, unless the Company's Information Officer has consented thereto;
- not treat the Personal Information as its own, it expressly acknowledging that it has been tasked with processing the Personal Information in its capacity as the Company's Operator and that ownership of all the records housing the Personal Information pertaining to the Data Subject, will always remain with the Company;
- not sell, alienate or otherwise part with the Personal Information or any of the records housing the Personal Information;
- ensure that any person acting under the authority of the Operator, shall be obligated to process the Personal Information only on instructions from the Operator and strictly in accordance with this Operator Agreement, read together with the Main Agreement and the onward privacy notice, where applicable.

5.2. The Operator warrants that it has the legal authority to give the above-mentioned warranties and fulfil the undertakings set out in this Operator Agreement.

5.3. In order to ascertain compliance with the warranties and undertakings housed under this Operator Agreement, the Company will have the right on reasonable notice and during regular business hours, to view and / or audit, either by itself or through an independent agent, the Operator's facilities, files, and any other data processing documentation needed for the required review, audit and / or independent or impartial inspection and the Operator undertakes to provide all necessary assistance which may be needed to give effect to this right.

6. DURATION OF THE PROCESSING OF PERSONAL DATA

The processing will be performed in line with the term / period of the Main Agreement, unless the Main Agreement is terminated earlier and, in such case, up to date of termination.

7. Location of Personal Data Processing

The Operator will process the Personal Information belonging to the Data Subjects in South Africa only.

8. Notices

Any notice relating to this Agreement must be served on the Information Officer, whose details are set out below:

Information Officer: Gail Evans
Steinmüller Africa (Pty) Ltd, 45 De La Rey Road, Rivonia, South Africa
Phone: +27 11 806 3000
Fax: +27 86 613 1965
Email: info.steinmuller@bilfinger.com

9. LIABILITY OF THE OPERATOR AND THIRD PARTY RIGHTS

9.1. In the event of the Operator breaching any of the warranties and undertakings housed under this Operator Agreement or failing to comply with any of the provisions of POPIA, then, notwithstanding any limitation of liability contained in the Main Agreement, the Operator shall be liable for any and all damages arising from the breach or non-compliance suffered by the Company and / or the Data Subject(s) and the Operator indemnifies and holds the Company and its directors and employees harmless against any such loss, damage, action or claim which may be brought against the Company or any of its directors or employees, and agrees to pay all and any such amounts on demand.

9.2. At the request of the Company, the Operator will provide evidence of financial resources sufficient to fulfil its responsibilities set out under the Main Agreement and this Operator Agreement, which may include insurance coverage.

10. APPLICABLE LAW

The laws of South Africa shall apply to this Operator Agreement, regardless of where the Personal Information is, will be, or was actually processed.

11. TERMINATION

11.1. In the event that:

- the Main Agreement is terminated for whatsoever reason;
- the transfer of Personal Information to the Operator is temporarily suspended by the Company for longer than 14 days, for whatever reason;
- the Operator is in breach of its obligations under the Main Agreement or this Operator Agreement or has failed to comply fully with POPIA and has failed when called upon to do so by the Company to rectify the breach or area of non-compliance;
- the Operator is in substantial or persistent breach of any warranties or undertakings given by it under the Main Agreement or this Operator Agreement, notwithstanding that the Company has not given the Operator notice of such breach;
- an application is filed for the placing of the Operator under business rescue, under administration, or winding up whether interim or final, which application is not dismissed within the applicable period for such dismissal under applicable law; or any equivalent event in any jurisdiction occurs.

then The Company, without prejudice to any other rights which it may have against the Operator, shall be entitled to terminate the Main Agreement and this Operator Agreement.

11.2. The Parties agree that the termination of the Main Agreement and this Operator Agreement at any time, in any circumstances and for whatever reason does not exempt the Operator from the rights and obligations set out under this Operator Agreement with regards to the processing of the Personal Information.

11.3. In the event of the Main Agreement and / or this Operator Agreement being terminated, the Operator undertakes to:

- Delete, destroy or restore and / or transfer back to the Company all and any Personal Information which has been provided to the Operator for processing, together with any related documentation and / or information, all of which documentation must without exception, be returned to the Company within a period of 30 (thirty) days from date of service of the termination notice;
- confirm in writing simultaneously that all such Personal Information will be kept confidential as per the provisions of clause 4.1 and that it will not under any circumstances use the aforementioned information for whatsoever reason.

11.4. Notwithstanding termination of the Main Agreement and / or this Operator Agreement and for whatsoever reason, the provisions of the Operator Agreement relating to the way in which Personal Information is to be treated will survive any such termination.

12.   GENERAL

12.1. Variation

The parties may not modify the provisions of this Operator Agreement unless such variation is reduced to writing and signed by the Parties.

12.2. Operator Agreement forms part of the Main Agreement

This Operator Agreement, save where the contrary is stated, will be subject to and governed by the terms set out under the Main Agreement. In the event of any conflict or inconsistency between the terms of the Main Agreement and this Operator Agreement, the terms and conditions in so far as the processing of the Personal Information is concerned, as set out under this Operator Agreement, will take precedence and govern its interpretation, application and construction.

12.3. Notices

All notices to be provided in terms of the Operator Agreement must be addressed to the Information Officer, the details of which are set out herein.

Signed at Rivonia on the13th day of July 2021.

As Witnesses:

1. _____   _____
   For the Company

   Name: MS Khan

2. _____

Signed at _____ on the _____ day of _____ 20__.

As Witnesses:

1. _____   _____
   For the Operator

   Name: ……………………………………………

2. _____

ONWARDS TRANSMISSION NOTE TO THIIRD PARTY

We, ……………………………………………., the Operator, acting on behalf of Steinmüller Africa (Pty) Ltd and / or Bilfinger Intervalve Africa (Pty) Ltd ("the Company") in response to a request by ………………………………….. (Third Party) for certain Personal Information, identified below, have been given permission by the Company to provide you with said information (copy of permission to be provided):

Details of requested Personal Information

_____
_____
_____

Reason or Purpose why you require the Personal Information

_____
_____

Conditions and Terms attaching to onward transmission and subsequent processing of the requested Personal Information

- You will keep the information private and confidential;
- You may only use the information for the purpose described above and for no other purpose;
- You will ensure that there are reasonable security safeguards in place in order to protect the information;
- You will in particular ensure that the information is kept safe and secure from unlawful or unauthorised access, and you will ensure that the integrity of the information is not compromised or altered in any manner;
- When using the information, you will comply with the processing conditions and provisions set out under the Protection of Personal Information Act, 4 of 2013, (POPIA);
- notify the Operator immediately where it has reasonable grounds to believe that the Personal Information which has been provided to it has been lost, destroyed, or accessed or acquired by any unauthorised person;

and you agree to indemnify the Company, the Operator and all third parties, including any affected Data Subject, against all and any claims and damages which may be incurred as a result of the non-compliance with the above undertakings.

Furthermore, you acknowledge that the Company, the Operator and / or all and any third parties, including any affected Data Subject, may institute legal action against you under the provisions housed under POPIA should you breach the abovementioned terms.

In the event of the Operator Agreement terminating or the purpose for the onward transmission to the Third Party no longer being applicable, the Third Party undertakes to delete, destroy, restore and / or transfer back to the Operator all and any Personal Information which has been received for processing, together with any related documentation, within a period of 30 (thirty) days from date of termination or receipt of a request from the Operator;