

STANDARD TERMS AND CONDITIONS OF SALE

1. Application

The customer acknowledges and agrees that these standard terms and conditions of sale ("**Terms**") shall apply to the sale by the Company of all goods and materials ("**Goods**"), and the rendering by the Company of all services ("**Services**"), to the customer, to the exclusion of all other terms and conditions, including those of the customer.

2. Duration

- 2.1. Either party may at any time, on written notice to the other party, immediately terminate its arrangement as regulated by these Terms.
- 2.2. In the event of such termination, subject to the Company's rights under 15, the parties shall be obliged to discharge their respective obligations outstanding at the date of termination.

3. Orders

- 3.1. An order submitted by the customer to the Company to purchase any Goods or Services ("**Order**") shall be in writing, and shall not be binding on the Company until a duly authorised Company representative has accepted such order in writing ("**Order Acceptance**").
- 3.2. Upon the issuing of Delivery Note (D/N), each D/N shall constitute a separate contract between the Company and the customer, governed by these Terms.
- 3.3. The D/N shall be binding on the parties in respect of the type, quantity and price of Goods or Services ordered.
- 3.4. Order Acceptances shall be issued in the sole discretion of the Company and the customer shall have no expectation that the Company shall accept any particular Order.

4. Prices

- 4.1. The Company shall from time to time issue price lists in respect of the Goods and Services, which may be revised by the Company on written notice to the customer. The Company shall provide the prevailing price list to the customer on request.
- 4.2. All quotations issued by the Company:
 - 4.2.1. shall remain valid until the earlier of: (i) the expiry of a period of 30 days; or (ii) the effective date of a new price list;
 - 4.2.2. are subject to the availability of the Goods at the time of Order; and
 - 4.2.3. are based on the prevailing exchange rate (of the country of residence of the Company and that of the customer) on the day on which the quotation is issued.
- 4.3. All prices quoted by the Company are exclusive of value-added tax levied in terms of the Value-added Tax Act, 89 of 1991, as amended.
- 4.4. Notwithstanding the prices set out in the quote or the prevailing price list, the purchase prices payable in respect of particular Goods and/or Services shall be set by the Company in the relevant Order Acceptance. However, in the event that the prices set in the relevant Order Acceptance exceed those set out in the related quote or the prevailing price list, the Company shall inform the customer thereof and the customer shall have the right to cancel that Order

5. Payment

- 5.1. Unless the related Order is cancelled, payment for Goods shall be due and payable upon the issue by the Company of the Tax Invoice, and payment for Services rendered shall be due and payable upon completion thereof, in cash.
- 5.2. In the event that the Company has, in writing, extended credit to the customer, the credit limit granted by the Company may from time to time be revised, or revoked, by the Company in its discretion. Payment for Goods and/or Services on credit shall be due and payable within 30 days from the date of statement.
- 5.3. The customer agrees that if the National Credit Act applies to these Terms, interest shall be levied at the maximum legal rate prescribed in terms of the National Credit Act on all overdue payments (at date of signature, 2% per month), calculated daily and compounded monthly in arrears, from the date on which payment was due to the date of actual payment.

6. Delivery

- 6.1. Delivery date(s) for Goods and completion date(s) for Services quoted in an Order Acceptance are estimates and are not binding on the Company. Time shall not be of the essence to any sale by the Company of Goods or Services.
- 6.2. Unless otherwise agreed in writing, delivery of the Goods will be CIP (Incoterms 2000) place of destination, as provided in the Order Acceptance. This means that the Company will be responsible for carriage and insurance to the place of destination.
- 6.3. Any delivery note or waybill (copy or original) signed by the customer (or by a third party engaged to transport the Goods) shall constitute prima facie proof of delivery to the customer of the Goods and/or completion of the Services reflected therein.
- 6.4. On delivery of Goods to the customer, the customer shall inspect the Goods to ensure they comply with the Order Acceptance as to type and quantity. The customer shall advise the Company of any discrepancies as soon as possible and, if applicable, return the relevant Goods to the Company at the Company's cost. Thereafter, the Company shall, at its cost, rectify any such discrepancies.

7. Title, Risk

- 7.1. All Goods supplied by the Company remain the property of the Company until such time as payment for the Goods, including interest thereon, if applicable, has been received by the Company in full.
- 7.2. The risk of damage to, destruction or theft of the Goods shall pass to the customer in accordance with CIP (Incoterms 2000) place of destination, as provided in the Order Acceptance. This means that risk will pass to the customer when the Goods are delivered to the third party engaged to transport the Goods.

8. Intellectual Property

- 8.1. The customer acknowledges that the Company is the proprietor, or licensee, of all intellectual property rights in and to the Goods and Services including, but not limited to, any patents, designs, copyright and trade marks ("**Intellectual Property**"). The customer further acknowledges that it has no claim of ownership in and to the Intellectual Property. The customer shall not, at any time, during or after termination or cancellation of these Terms, dispute the validity or enforceability of the Intellectual Property or cause to be done any act or thing contesting or in any way impairing or intending to impair any part of those rights, and shall not counsel or assist any other person to do so.
- 8.2. The customer shall not remove or tamper with the trade marks, including the logos and slogans, of the Company as applied to the Goods and/or packaging.
- 8.3. The customer shall not in any way represent that it has any right of any nature in the Intellectual Property. The customer may only use the Intellectual Property as authorised by the Company and any such use will inure to the benefit of the Company.

9. Confidential information

- 9.1. The customer hereby consents to the Company continuing to retain its Credit Reference Data beyond it being necessary for performance under its arrangement with the customer as regulated by these Terms, and after the termination of such arrangement as regulated by these Terms. The customer hereby consents to the disclosure of its Credit Reference Data to credit reference agencies, and that no further specific consent needs to be obtained for the disclosure of such data to credit reference agencies. The customer agrees that the Company will not be liable for the good faith disclosure of its Credit Reference Data to credit reference agencies.
 - 9.2. The customer also hereby consents to his consumer credit information being forwarded to the National Register of credit agreements, any credit bureau or other third party as permitted or required in terms of applicable legislation, including any third party to whom the Company has ceded and assigned its rights and obligations in terms of this agreement. Consumer credit information includes, but is not limited to, information about this application, information regarding these Terms including the customer's personal information, as well as information on non-compliance with these Terms.
 - 9.3. The customer shall keep confidential any information of or relating to the Company or its operations or affairs which it has acquired or may acquire, save for any information:
 - 9.3.1. which becomes publicly available through no act or default of the customer; or
 - 9.3.2. which was in the possession of the customer prior to its disclosure otherwise than as a result of any breach by the customer of any obligation of confidentiality owed to the Company pursuant to these Terms; or
 - 9.3.3. which is disclosed to the customer by a person which person did not acquire the information under an obligation of confidentiality; or
 - 9.3.4. which is independently acquired by the customer as a result of work carried out by a person to whom no disclosure of such information has been made, and the customer shall not use or disclose such information except with the prior written consent of the Company or in accordance with an order of a court
-

of competent jurisdiction, or in order to comply with any law or governmental regulations by which either party concerned is bound, or as may be lawfully requested in writing by any governmental authority.

10. Prohibition on reselling

The customer is prohibited from reselling any Goods in respect of which ownership has not yet passed to the customer under any circumstances to any third party without the Company's prior written consent.

11. Compliance with laws

11.1. The customer must, at all times:

- 11.1.1. comply with all relevant laws, regulations and standards relating to the goods, including but not limited to the loading, storage, stacking, handling and use thereof;
- 11.1.2. comply with the instructions provided by the Company in relation to the goods and the handling and use thereof;
- 11.1.3. take proper notice of the warnings provided by the Company in relation to any hazards associated with the goods or the handling or use thereof;
- 11.1.4. communicate the items listed in 11.1.1 to 11.1.3 above to all persons to whom the customer supplies the goods; and
- 11.1.5. ensure that the persons referred to in 11.1.4 above undertake to communicate the items listed in 11.1.1 to 11.1.3 above to all persons to whom they supply the goods, and so on down the supply chain until the goods reach the end user.

The above constitutes an assumption of risk, liability or both by the customer because the customer's rights and remedies against the Company may be limited or excluded if it does not fulfil the obligations set out above. This means that the customer may bear its own losses in these circumstances.

11.2. Where the Company is required by the customer to perform any Services, the customer shall ensure that adequate and safe facilities exist at its premises.

The above constitutes an assumption of risk, liability or both by the customer because the Company and/or its employees and/or sub-contractors may have claims or other rights against the customer if the customer does not provide adequate and safe facilities at its premises. This means that the customer may assume financial and other risks.

12. Liability and Indemnity

12.1. Subject to 12.2, the Company will not be liable to the customer under any circumstances for any damages whatsoever:

- 12.1.1. where such damages relate to the Goods and/or Services, the transaction between the Company and the customer, and/or these Terms;
- 12.1.2. howsoever the damages are caused; and
- 12.1.3. howsoever the damages arise, be it in contract, delict, common law, breach of duty or otherwise.

The above constitutes an assumption of risk and/or liability by the customer and excludes the customer's rights and remedies against the Company. This means that the customer will bear the financial responsibility for any damages or losses he/it may suffer.

12.2. The limitation of the Company's liability in 12.1 does not purport to limit the Company's liability where it would be:

- 12.2.1. contrary to, or prohibited by, the CPA for the Company to do so, or
- 12.2.2. unlawful for the Company to attempt to do so.

13. Force Majeure

13.1. Neither party shall be liable for the non-performance of any of his/its obligations to the extent such performance is prevented due to an impediment beyond his/its control, including without limitation inability to secure labour, power, materials or supplies, machinery breakdown, war, civil disturbance, riot, acts of sabotage, states of emergency, strikes, lockouts, go-slows and other labour disputes, natural disasters, explosions, fires, floods, droughts and acts of authority (whether lawful or unlawful).

13.2. Such an impediment shall relieve the affected party from damages, penalties and other contractual sanctions, and postpone the time for performance, as long as and to the extent that the impediment subsists.

13.3. If the impediment subsists for more than 30 days, either party shall be entitled to terminate this agreement on written notice.

14. Business Rescue

- 14.1. If the customer is a company, it shall notify the Company in writing within 2 days of the occurrence of the following events:
 - 14.1.1. when the board of the customer becomes aware that the customer is Financially Distressed;
 - 14.1.2. when the board of the customer contemplates, considers, discusses or agrees to any Business Rescue of the customer;
 - 14.1.3. when the customer becomes aware of any person proposing to take, or taking, any step to apply to court for the Business Rescue of the customer.
- 14.2. The written notice shall set out the full details of the Financial Distress or the actual or proposed activity contemplated in clause 14.1.2 and/or 14.1.3 above, as the case may be.
- 14.3. For the purposes of these Terms, "Business Rescue" shall bear the meaning assigned to it in section 128(1)(b) of the Companies Act, 71 of 2008, and "Financially Distressed" shall bear the meaning assigned to it in section 128(1)(f) of that Act.

15. Default

- 15.1. Should:
 - 15.1.1. the customer take any steps to be deregistered;
 - 15.1.2. the customer be, or take any steps to be, wound-up or liquidated, whether provisionally or finally and whether compulsorily or voluntarily;
 - 15.1.3. a judgment be recorded against the customer or any of its principals;
 - 15.1.4. the customer enter into a compromise with its creditors generally, or offer to do so;
 - 15.1.5. a written notice referred to in clause 14.1 be received by the Company; and/or
 - 15.1.6. the Company become aware that the customer is Financially Distressed or of any actual or proposed activity contemplated in clauses 14.1.2 or 14.1.3 above,the Company shall be entitled, without prejudice to its rights, to cancel any Order, withdraw any Order Acceptance, refuse to accept further Orders and/or take such steps permitted by law to recover the amount owing from the customer.
- 15.2. If a party commits a breach of any provision of these Terms and fail to remedy such breach to the reasonable satisfaction of the other party within 7 days of receipt of notice in writing from the other party requiring it to do so, the other party may, without prejudice to its rights and remedies at law:
 - 15.2.1. claim specific performance of any of the defaulting party's obligations under these terms; or
 - 15.2.2. suspend or terminate the arrangement between the parties under these terms; and in either event
 - 15.2.3. claim such damages as he/it may have suffered.
- 15.3. In addition to the Company's rights under 15.2, where the customer is the defaulting party, the Company may cancel any Order, withdraw any Order Acceptance, refuse to accept further Orders and/or take such steps by law permitted by law to recover the amount owing from the customer.

16. Governing law and dispute resolution

- 16.1. These Terms are to be governed, interpreted and implemented in accordance with South African law and the customer consents to the non-exclusive jurisdiction of the High Court of South Africa for any proceedings arising from these Terms.
- 16.2. The Company shall have the right, at its election, to institute proceedings in the Magistrate's Court having jurisdiction, notwithstanding that the amount claimed by the Company might exceed the jurisdiction of the Magistrate's Court.

17. General

- 17.1. No extension or indulgence granted by either party will constitute a waiver by that party in respect of any of his/its rights herein, or prevent or adversely affect the exercise by that party of any of his/its existing or future rights.
 - 17.2. The customer agrees that these Terms represent the entire agreement between the customer and the Company in respect of the subject matter hereof and supersede and novate in their entirety any previous understandings between the parties in respect thereof. No contract varying, adding to, deleting from or cancelling these Terms, may be effected unless reduced to writing and signed by a duly authorised representative of both the customer and the Company.
 - 17.3. Neither party may cede all or any of his/its rights or delegate all or any of his/its obligation in terms of these Terms to any party without the prior written consent of the other party.
 - 17.4. If there is any conflict between these Terms and the terms and conditions of any offer, Order or other communication received from the customer, these Terms shall prevail.
-

17.5. If the Company institutes legal proceedings against the customer pursuant to these Terms, and succeeds in such legal proceedings, the customer shall pay all costs incurred by the Company in doing so, including but not limited to collection costs, tracing fees, and legal fees.

17.6. The customer chooses the address for delivery of the Goods nominated in the credit application form, and the Company chooses the following address, as their respective addresses for the service of legal documents or processes (ie its domicilium citandi et executandi):

14 FIELD RD, WITFIELD, BOKSBURG, 1467

17.7. The customer chooses the postal address nominated in the credit application form, and the Company chooses the following address, as their respective addresses for the delivery of any written notification:

P.O BOX 14418, WITFIELD, BOKSBURG, 1467

17.8. A notice shall be deemed to have been duly given 7 days after posting, if posted by prepaid registered post to the party's nominated postal address, unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee. A party may change that party's address(es) for this purpose by 7 days' notice in writing to the other party. Notwithstanding any provision to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication notwithstanding that it was not sent to or delivered at that party's chosen address.

17.9. If any provision of these Terms which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- Each of the Applicant and the signatory to this Credit Application warrant that, as at the date of signature hereof, all the information supplied in this Credit Application is complete, true and correct.
- Each of the Applicant and the signatory to this Credit Application hereby acknowledge that he/it has read (i) the Company's standard terms and conditions of sale; (ii) the deed of suretyship (if applicable); and (iii) the cession of debts (if applicable), each forming part of this Credit Application, and that he/it fully understands the meaning of each and every term contained therein.
- The Applicant consents to the Company obtaining credit references ("**Credit Reference Data**") from the Applicant's nominated trade references for the purpose of determining the Applicant's credit rating.
- The signatory to this Credit Application warrants that he/she has the necessary authority to bind the Applicant in terms of this Credit Application.

The above are acknowledgements of fact by the Applicant and the signatory. The Applicant and the signatory must read the statements above carefully and ensure that the statements recorded above are true and correct, because the Applicant and/or the signatory will not be able to later claim that any information recorded above was untrue or incorrect.

This above is also an assumption of risk, liability, or both by the Applicant and the signatory. If the Company relies on the statements above and suffers loss as a result, the Company may have claims and other rights and remedies against the Applicant, the signatory or both.

STANDAARD VERKOOPSBEPALINGS EN -VOORWAARDES

1. Aansoek

Die klant erken en stem in dat hierdie standaard verkoopsbepalings en –voorwaardes (“**Bepalings**”) van toepassing is op die verkoop deur die Maatskappy van alle goedere en materiaal (“**Goedere**”) en die lewering deur die Maatskappy van alle dienste (“**Dienste**”) aan die klant, tot die uitsluiting van alle ander bepalinge en voorwaardes, insluitend dié van die klant.

2. Duur

- 2.1. Enigeen van die partye kan te eniger tyd, met skriftelike kennisgewing aan die ander party, sy reëlins soos deur hierdie Bepalings gereguleer, onmiddellik beëindig.
- 2.2. In die geval van so ’n beëindiging, is die partye verplig, onderworpe aan die Maatskappy se regte kragtens 15, om hulle onderskeie verpligtinge wat op die datum van beëindiging uitstaande is, na te kom.

3. Bestellings

- 3.1. ’n Bestelling wat deur die klant aan die Maatskappy gegee word om enige Goedere of Dienste te koop (“**Bestelling**”) moet skriftelik wees en is nie bindend op die Maatskappy nie alvorens ’n behoorlik gemagtigde Maatskappyvertegenwoordiger sodanige bestelling skriftelik aanvaar het (“**Aanvaarding van Bestelling**”).
- 3.2. Na die uitreiking van ’n Aanvaarding van Bestelling maak elke Bestelling ’n afsonderlike kontrak tussen die Maatskappy en die klant uit wat deur hierdie Bepalings gereël word.
- 3.3. Die Aanvaarding van Bestelling is bindend op die partye ten opsigte van die soort, hoeveelheid en prys van Goedere of Dienste wat bestel is.
- 3.4. Aanvaardings van Bestelling word na die uitsluitlike goeddunke van die Maatskappy uitgereik en die klant moet geen verwagting hê dat die Maatskappy enige bepaalde Bestelling sal aanvaar nie.

4. Pryse

- 4.1. Die Maatskappy moet van tyd tot tyd pryslyste uitgee ten opsigte van die Goedere en Dienste, wat met skriftelike kennisgewing aan die klant deur die Maatskappy hersien kan word. Die Maatskappy moet die huidige pryslys op versoek aan die klant voorsien.
- 4.2. Alle kwotasies wat deur die Maatskappy gegee word:
 - 4.2.1. is geldig tot die vroegste van: (i) die verstryking van ’n tydperk van 30 dae; of (ii) die effektiewe datum van ’n nuwe pryslys;
 - 4.2.2. is onderworpe aan die beskikbaarheid van die Goedere ten tye van die Bestelling; en
 - 4.2.3. is gebaseer op die heersende wisselkoers (van die land van verblyf van die Maatskappy) op die dag waarop die kwotasie gegee word.
- 4.3. Alle pryse wat deur die Maatskappy gekwoteer word, sluit belasting op toegevoegde waarde ingevolge die Wet op Toegevoegde Waarde, 89 van 1991, soos gewysig, uit.
- 4.4. Ondanks die pryse wat in die kwotasie of die heersende pryslys uiteengesit word, word die kooppryse wat ten opsigte van bepaalde Goedere en/of Dienste betaalbaar is, deur die Maatskappy in die toepaslike Aanvaarding van Bestelling vasgestel. In geval die pryse wat in die toepaslike Aanvaarding van Bestelling uiteengesit word, egter hoër is as dié wat in die betrokke kwotasie of die heersende pryslys uiteengesit word, moet die Maatskappy die klant daarvan in kennis stel en die klant het die reg om daardie Bestelling te kanselleer.

5. Betaling

- 5.1. Tensy die betrokke Bestelling gekanselleer word, is betaling vir Goedere verskuldig en betaalbaar wanneer die Maatskappy die Aanvaarding van Bestelling uitreik, en betaling vir Dienste gelewer is verskuldig en betaalbaar by voltooiing daarvan, in kontant.
- 5.2. In geval die Maatskappy skriftelik krediet aan die klant verleen het, kan die kredietperk wat die Maatskappy gestel het van tyd tot tyd deur die Maatskappy na sy goeddunke hersien of herroep word. Betaling vir Goedere en/of Dienste op krediet is verskuldig en betaalbaar binne 30 dae vanaf die datum van die rekeningstaat.
- 5.3. Die klant stem in dat, as die Nasionale Kredietwet op hierdie bepalinge van toepassing is, rente gehef word teen die maksimum wettige koers soos voorgeskryf ingevolge die Nasionale Kredietwet op alle agterstallige

betalings (op die datum van ondertekening, 2% per maand), daaglik bereken en maandeliks agterna saamgestel, vanaf die datum waarop betaling verskuldig is tot op die datum van werklike betaling.

6. Aflewering

- 6.1. Afleweringdatum(s) vir Goedere en voltooiingsdatum(s) vir Dienste wat in 'n Aanvaarding van Bestelling gekwoteer word, is ramings en bind nie die Maatskappy nie. Tyd is nie van wesenlike belang by enige verkoop van Goedere of Dienste deur die Maatskappy nie.
- 6.2. Tensy anders skriftelik ooreengekom, sal aflewering van die Goedere CIP (Incoterms 2000) plek van bestemming wees, soos in die Aanvaarding van Bestelling bepaal. Dit beteken dat die Maatskappy nie verantwoordelik sal wees vir vraggeld en vervoer tot by die plek van bestemming nie.
- 6.3. 'n Afleweringnota of vragbrief (afskrif of oorspronklike) geteken deur die klant (of deur 'n derde party wat in diens geneem is om die Goedere te vervoer), maak prima facie-bewys uit van aflewering by die klant van die Goedere en of voltooiing van die Dienste wat daarin aangegee word.
- 6.4. By aflewering van die Goedere by die klant moet die klant die Goedere inspekteer om seker te maak dit voldoen aan die Aanvaarding van Bestelling wat soort en hoeveelheid betref. Die klant moet die Maatskappy so gou moontlik laat weet van enige teenstrydigheid en, indien van toepassing, die betrokke Goedere op die Maatskappy se koste aan die Maatskappy terugstuur. Die Maatskappy sal enige sodanige teenstrydighede daarna op sy koste regstel.

7. Titel, Risiko

- 7.1. Alle Goedere wat deur die Maatskappy verskaf word, bly die eiendom van die Maatskappy totdat volle betaling vir die Goedere, insluitend rente daarop, indien van toepassing, deur die Maatskappy ontvang is.
- 7.2. Die risiko van skade aan, vernietiging of diefstal van die Goedere gaan op die klant oor ooreenkomstig CIP (Incoterms 2000) plek van bestemming, soos bepaal in die Aanvaarding van Bestelling. Dit beteken dat die risiko op die klant oorgaan wanneer die goedere afgelewer word by die derde party wat in diens geneem is om die Goedere te vervoer.

8. Intellektuele Goedere

- 8.1. Die klant erken dat die Maatskappy die eienaar, of lisensiehouer, is van alle intellektuele goedereregte in en op die Goedere en Dienste, insluitend, maar nie beperk nie tot, patente, ontwerpe, outeursreg en handelsmerke ("**Intellektuele Goedere**"), Die klant erken dat hy verder geen aanspraak van eienaarskap op die Intellektuele Goedere het nie. Die klant mag nie te eniger tyd gedurende of na beëindiging of kansellering van hierdie Bepalings die geldigheid of afdwingbaarheid van die Intellektuele Goedere betwis of enigiets laat doen wat enige deel van daardie regte betwis of in enige opsig aantas of bedoel is om dit aan te tas nie; en mag nie enige ander persoon raad gee of help om dit te doen nie.
- 8.2. Die klant mag nie met die handelsmerke, insluitend die logo's en verkoopsleuses, van die Maatskappy wat op die Goedere en/of verpakking verskyn, verwyder of daarmee peuter nie.
- 8.3. Die klant mag in geen opsig voorgee dat hy enige reg van enige aard op die Intellektuele Goedere het nie. Die klant mag die Intellektuele Goedere net gebruik soos deur die Maatskappy gemagtig en enige sodanige gebruik sal tot voordeel van die Maatskappy wees.

9. Vertroulike inligting

- 9.1. Die klant stem hiermee toe dat die Maatskappy kan voortgaan om sy Kredietverwysingsdata langer te hou as wat nodig is vir prestasie kragtens sy reëling met die klant soos deur hierdie Bepalings gereguleer, en na beëindiging van sodanige reëling soos deur hierdie Bepalings gereguleer. Die klant stem hiermee toe tot die openbaarmaking van sy Kredietverwysingsdata aan kredietverwysingsagentskappe, en dat geen verdere spesifieke toestemming verkry hoef te word vir die openbaarmaking van sodanige data aan kredietverwysingsagentskappe nie. Die klant stem in dat die Maatskappy nie aanspreeklik sal wees vir openbaarmaking in goeie trou van sy Kredietverwysingsdata aan kredietverwysingsagentskappe nie.
- 9.2. Die klant stem hiermee ook in dat sy verbruikerskredietinligting na die Nasionale Register van Kredietooreenkomste, enige kredietburo of ander derde party wat ingevolge toepaslike wetgewing toegelaat of vereis word, gestuur kan word, insluitende enige derde party aan wie die Maatskappy sy regte en verpligtinge ingevolge hierdie ooreenkoms gesedeer en oorgedra het. Verbruikerskredietinligting sluit in, maar is nie beperk nie tot, inligting oor hierdie aansoek, inligting met betrekking tot hierdie Bepalings, die klant se persoonlike inligting, asook inligting oor nienakoming van hierdie Bepalings.
- 9.3. Die klant moet enige inligting van of met betrekking tot die Maatskappy of sy werksaamhede of sake wat hy verkry het of kan verkry, vertroulik hou, behalwe vir enige inligting:

- 9.3.1. wat op enige manier buiten deur die optrede of versuim van die klant algemeen bekend word; of
- 9.3.2. wat voor die openbaarmaking daarvan in besit van die klant was behalwe as gevolg van 'n skending deur die klant van enige vertroulikheidsverpligting wat na aanleiding van hierdie Bepalings teenoor die Maatskappy verskuldig is; of
- 9.3.3. wat aan die klant openbaar gemaak is deur 'n persoon wat die inligting nie kragtens 'n vertroulikheidsverpligting verkry het nie; of
- 9.3.4. wat onafhanklik deur die klant verkry is as gevolg van werk wat gedoen is deur 'n persoon aan wie sulke inligting nie openbaar gemaak is nie.

en die klant mag sulke inligting nie gebruik of openbaar maak nie behalwe met die voorafverkreë skriftelike toestemming van die Maatskappy of in ooreenstemming met 'n bevel van 'n hof met bevoegde jurisdiksie, of 'n bevel om te voldoen aan 'n wet of regeringsregulasies waardeur enigeen van die betrokke party gebind is, of soos wat wettiglik skriftelik deur 'n regeringsowerheid versoek word.

10. Verbod op herverkope

Die klant word verbied om enige Goedere waarvan eienaarskap nog nie op die klant oorgegaan het, in enige omstandighede aan 'n derde party te verkoop sonder die Maatskappy se voorafverkreë skriftelike toestemming.

11. Voldoening aan wette

11.1. Die klant moet te alle tye:

- 11.1.1. aan alle toepaslike wette, regulasies en standaarde met betrekking tot die goedere voldoen, insluitend maar nie beperk nie tot die laai, berg, stapel, hantering en gebruik daarvan;
- 11.1.2. voldoen aan die instruksies wat die Maatskappy gee met betrekking tot die goedere en die hantering en gebruik daarvan;
- 11.1.3. behoorlik kennis neem van die waarskuwings wat die Maatskappy gee met betrekking tot enige gevare wat met die goedere of die hantering of gebruik daarvan gepaard gaan;
- 11.1.4. die items wat in 11.1.1 tot 11.1.3 hierbo genoem word, meedeel aan alle persone aan wie die klant die goedere verskaf, en
- 11.1.5. seker maak dat die persone waarna in 11.1.4 hierbo verwys word, onderneem om die items in 11.1.1 tot 11.1.3 hierbo genoem, meegedeel word aan alle persone aan wie hy die goedere verskaf, en so aan met die verskaffingsketting af totdat die goedere die eindgebruiker bereik.

Bostaande maak 'n aanvaarding van risiko, aanspreeklikheid of beide deur die klant uit omdat die klant se regte en regsmiddele teen die Maatskappy beperk of uitgesluit kan word as hy nie die verpligtinge wat hierbo uiteengesit word, nakom nie. Dit beteken dat die klant moontlik sy eie verliese in hierdie omstandighede sal moet dra.

11.2. Waar die klant vereis dat die Maatskappy enige dienste moet lewer, moet die klant seker maak dat daar toereikende en veilige fasiliteite by sy perseel bestaan.

Bostaande maak 'n aanvaarding van risiko, aanspreeklikheid of beide deur die klant uit omdat die Maatskappy en/of sy werknemers en/of subkontrakteurs eise of ander regte teen die klant kan hê as die klant nie toereikende en veilige fasiliteite by sy perseel verskaf nie. Dit beteken dat die klant moontlik finansiële en ander risiko's kan aanvaar.

12. Aanspreeklikheid en vrywaring

12.1. Behoudens 12.2, is die Maatskappy nie in enige omstandighede teenoor die klant aanspreeklik vir enige skade hoegenaamd:

- 12.1.1. waar sulke skade verband hou met die Goedere en/of Dienste, die transaksie tussen die Maatskappy en die klant, en/of hierdie Bepalings nie;
- 12.1.2. hoe die skade ook al veroorsaak word; en
- 12.1.3. hoe die skade ook al ontstaan, hetsy deur kontrak, delik, gemene reg, pligsversuim of andersins.

Bostaande maak 'n aanvaarding van risiko en/of aanspreeklikheid deur die klant uit en sluit die klant se regte en regsmiddele teen die Maatskappy uit. Dit beteken dat die klant die finansiële verantwoordelikheid sal dra vir enige skade of verliese wat hy mag ly.

12.2. Die beperking op die Maatskappy se aanspreeklikheid in 12.1 gee nie voor om die Maatskappy se aanspreeklikheid te beperk nie waar dit:

- 12.2.1. strydig is met, of verbied word deur, die WBP vir die Maatskappy om dit te doen; of
- 12.2.2. onwettig is vir die Maatskappy om dit te probeer doen.

13. Oormag

13.1. Nie een van die partye is aanspreeklik vir die nienakoming van enige van hulle verpligtinge in die mate waarin sodanige nakoming verhoed is deur 'n beletsel buite hulle beheer nie, insluitend sonder beperking, die

onvermoë om arbeid, krag, materiaal of voorrade te kry, onklaarraking van masjinerie, of oorlog, burgerlike opstand, oproer, dae van sabotasie, noodtoestande, stakings, uitsluitings, sloerstakings of ander arbeidsgeskille, natuurkragte, ontploffings, brande, vloede, droogte en owerheidsdade (hetsy wettig of onwettig).

- 13.2. So 'n beletsel stel die geaffekteerde party vry van skadevergoeding, strawwe of ander kontraktuele strawwe, en stel die tyd vir verrigting uit, so lank as wat en in die mate waarin die beletsel voortduur.
- 13.3. As die beletsel langer as 30 dae voortduur, is enigeen van die partye daarop geregtig om hierdie ooreenkoms met skriftelike kennisgewing te beëindig.

14. Sakeredding

- 14.1. As die klant 'n maatskappy is, moet hy die Maatskappy binne 2 dae skriftelik in kennis stel indien die volgende gebeure plaasvind:
 - 14.1.1. wanneer die direksie van die klant bewus word dat die klant in Finansiële Nood is;
 - 14.1.2. wanneer die direksie van die klant 'n Sakeredding vir die klant beoog, oorweeg, bespreek of daartoe instem;
 - 14.1.3. wanneer die klant bewus word van enige persoon wat voornemens is om 'n stap te doen of 'n stap doen om by die hof aansoek om die Sakeredding van die klant
- 14.2. Die skriftelike kennisgewing moet die volledige besonderhede uiteensit van die Finansiële Nood of die werklike of beoogde aktiwiteit wat in 14.1.2 en/of 14.1.3 hierbo bedoel word, na gelang van die geval.
- 14.3. Vir die doeleindes van hierdie Bepalings het "Sakeredding" die betekenis wat in artikel 128(1)(b) van die Maatskappywet, 71 van 2008, daaraan gegee word, en "Finansiële Nood" die betekenis wat in artikel 128(1)(f) van daardie Wet daaraan gegee word.

15. Wanprestasie

- 15.1. Indien:
 - 15.1.1. die klant enige stappe doen om te deregistreer;
 - 15.1.2. die klant ontbind of gelikwieder is, hetsy voorlopig of finaal en hetsy verpligtend of vrywillig, of stappe daarvoor doen;
 - 15.1.3. 'n hofbevel teen die klant of enigeen van sy prinsipale aangeteken word;
 - 15.1.4. die klant 'n skikking met sy krediteure in die algemeen aangaan of aanbied om dit te doen;
 - 15.1.5. 'n skriftelike kennis waarna in klousule 14.1 verwys word, deur die Maatskappy ontvang word; en/of
 - 15.1.6. die Maatskappy bewus word dat die klant in Finansiële Nood is of dat enige werklike of voorgestelde aktiwiteit in klousule 14.1.2 of 14.1.3 hierbo bedoel, plaasvind.

is die Maatskappy geregtig, sonder benadeling van sy regte, om enige Bestelling te kanselleer, enige Aanvaarding van Bestelling terug te trek, te weier om verdere Bestellings te aanvaar en/of sodanige stappe te doen wat regtens toegelaat word om die bedrag wat deur die klant verskuldig is, te verhaal.

- 15.2. Indien 'n party 'n skending van enige bepaling van hierdie Bepalings begaan en in gebreke bly om sodanige skending tot die redelike bevrediging van die ander party reg te stel binne 7 dae na ontvangs van 'n skriftelike kennisgewing van die ander party om dit te doen, kan die ander party, sonder benadeling van sy regte en regsinnelike wat hy regtens het:
 - 15.2.1. spesifieke nakoming van enigeen van die wanpresterende party se verpligtinge kragtens hierdie Bepalings eis; of
 - 15.2.2. die reëling tussen die partye kragtens hierdie Bepalings opskort of beëindig; en in elke geval
 - 15.2.3. sodanige skadevergoeding eis wat hy/sy gely het.
- 15.3. Benewens die Maatskappy se regte kragtens 15.2, waar die klant die wanpresterende party is, kan die Maatskappy enige Bestelling kanselleer, enige Aanvaarding van Bestelling terugtrek, weier om verdere Bestellings te aanvaar en/of sodanige stappe doen wat regtens toegelaat word om die bedrag wat verskuldig is, van die klant te verhaal.

16. Reëlende reg en geskilbeslegting

- 16.1. Hierdie Bepalings word gereël, uitgelê en geïmplementeer in ooreenstemming met Suid-Afrikaanse reg en die klant stem toe tot die nie-uitsluitlike jurisdiksie van die Hoë Hof van Suid-Afrika vir enige verrigtinge wat uit hierdie Bepalings spruit.
- 16.2. Die Maatskappy het die reg om, na sy keuse, verrigtinge in te stel in die Landdroshof wat jurisdiksie het, selfs al is die bedrag wat deur die Maatskappy geëis word, groter as die jurisdiksie van die Landdroshof.

17. Algemeen

- 17.1. Geen tydsverlenging of toegewing wat deur enigeen van die partye gemaak word, sal 'n afstanddoening deur daardie party van enigeen van sy regte hierkragtens uitmaak nie, of die uitoefening deur daardie party van sy bestaande of toekomstige regte verhoed of nadelig beïnvloed nie.

Aansoek om Rekening

- 17.2. Die klant stem in dat hierdie Bepalings die hele ooreenkoms tussen die klant en die Maatskappy ten opsigte van die onderwerp hiervan uitmaak en enige vorige verstandhouding tussen die partye ten opsigte daarvan vervang of vernuwe. Geen kontrak wat hierdie Bepalings wysig, daaraan toevoeg, daaruit skrap of dit kanselleer, kan in werking tree nie tensy dit op skrif gestel en deur 'n behoorlik gemagtigde verteenwoordiger van beide die klant en die Maatskappy geteken word.
- 17.3. Nie een van die partye kan al of enige van hulle regte sedeer of alle of enige van hulle verpligtinge ingevolge hierdie Bepalings aan 'n ander party sedeer sonder die voorafverkreë skriftelike toestemming van die ander party nie.
- 17.4. As daar 'n konflik is tussen hierdie Bepalings en die bepalinge en voorwaardes van enige aanbod, Bestelling of ander mededeling wat van die klant ontvang is, geld hierdie Bepalings.
- 17.5. Indien die maatskappy regsverrigtinge teen die klant na aanleiding van hierdie Bepalings instel en met sodanige regsverrigtinge slaag, moet die klant alle koste betaal wat die Maatskappy aangegaan het om dit te doen, insluitend maar nie beperk nie tot invorderingskoste, opspoorgelde en regskoste.
- 17.6. Die klant kies die adres vir aflewering van die Goedere wat in die krediet aansoekvorm genomineer is, en die Maatskappy kies die volgende adres as hulle onderskeie adresse vir die beteken van regsdokumente of prosesstukke (d.w.s. sy domicilium citandi et executandi):
14 FIELD RD, WITFIELD, BOKSBURG, 1467
- 17.7. Die klant kies die posadres wat in die krediet aansoekvorm genomineer is, en die Maatskappy kies die volgende adres as hulle onderskeie adresse vir die aflewering van enige skriftelike kennisgewings:
POSBUS 14418, WITFIELD, BOKSBURG, 1467
- 17.8. Daar word geag dat 'n kennisgewing behoorlik gegee is 7 dae nadat dit gepos is as dit per voorafbetaalde geregistreerde pos na die party se genomineerde posadres gestuur is, tensy die adresseerder, op die tydstip waarop daar andersins geag sou gewees het dat die kennisgewing gegee is, bewus is dat die geadresseerde dit waarskynlik nie ontvang het nie, sonder dat dit aan 'n handeling of versuim van die geadresseerde gewyt kan word. 'n Party kan sy adres(se) vir hierdie doel verander met 7 dae skriftelike kennisgewing aan die ander party. Ondanks enige teenstrydige bepaling, is 'n skriftelike kennisgewing of mededeling wat werklik deur 'n party ontvang is, voldoende skriftelike kennisgewing of mededeling, selfs al is dit nie aan daardie party se gekose adres gestuur of daar afgelewer nie.
- 17.9. Indien enige bepaling van hierdie Bepalings wat nie wesenlik vir die doeltreffendheid daarvan as 'n geheel is nie, kragtens enige wet nietig, onwettig of onafdwingbaar in enige opsig gemaak word, word die geldigheid, wettigheid en afdwingbaarheid van die oorblywende bepalinge in geen opsig daardeur geraak of aangetas nie.