

STANDARD CONDITIONS OF AGREEMENT

1. THE CUSTOMER AGREES THAT (A) THIS CONTACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND TREMAC INDUSTRIES AND THAT NO ALTERATIONS OR ADDITIONS TO THIS CONTRACT MAY BE EFFECTED UNLESS AGREED TO BY BOTH PARTIES, REDUCED TO WRITING AND SIGNED BY THE CUSTOMER AND A DULY AUTHORIZED REPRESENTATIVE OF THE ORGANISATION; (B) THAT THIS AGREEMENT WILL GOVERN ALL FUTURE CONTRACTUAL RELATIONSHIPS BETWEEN THE PARTIES; (C) IS APPLICABLE TO ALL EXISTING DEBTS BETWEEN THE PARTIES AND (D) THIS CONTRACT IS FINAL AND BINDING AND IS NOT SUBJECT TO ANY SUSPENSIVE OR DISSOLUTIVE CONDITIONS.

2. THE CUSTOMER HEREBY ACKNOWLEDGES THAT EACH TERM OF THIS AGREEMENT HAS BEEN READ AND UNDERSTOOD AND ACCEPTS THEM AS BINDING.

3. THE CUSTOMER WARRANTS THAT THE SIGNATORY ON THE REVERSE SIDE HAS BEEN DULY AUTHORIZED TO CONTRACT ON THE CUSTOMERS BEHALF.

4. THE SIGNATORY HEREBY BINDS HIMSELF/HERSELF IN HIS/HER PERSONAL CAPACITY AS CO-DEBTOR IN SOLIDUM FOR THE FULL AMOUNT DUE TO THE ORGANISATION AND AGREES THAT THESE STANDARD CONDITIONS WILL APPLY MUTANTIS MUTANDIS TO HIM/HER AND HE/SHE RENOUNCES THE BENEFITS OF EXCURSION AND DIVISION.

5. THE CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE BY THE ORGANISATION IN REGARD TO THE GOODS OR SERVICES OR ANY OF ITS QUALITIES LEADING UP TO THIS CONTRACT. (A) THE CUSTOMER AGREES THAT NEITHER THE ORGANIZATION NOR ANY OF ITS EMPLOYEES WILL BE LIABLE FOR ANY NEGLIGENT OR INNOCENT MISREPRESENTATIONS MADE TO THE CUSTOMER. (B) THE ORGANIZATION DOES NOT WARRANT THE SUITABILITY OF THE GOODS AND SERVICES FOR ANY SPECIFIC PURPOSE. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT THE GOODS AND SERVICES ARE SUITABLE FOR THE PURPOSE IT INTENDS USING THEM.

6. ALL QUOTES WILL REMAIN VALID FOR A PERIOD OF 7 DAYS FROM THE DATE OF THE QUOTE. THE VALIDITY OF ANY PRICE QUOTED IS SUBJECT TO ANY INCREASES IN THE PRICES CHARGED BY THE ORGANISATIONS SUPPLIERS. (A) THE CUSTOMER HEREBY CONFIRMS THAT THE GOODS AND SERVICES ON THE INVOICE ISSUED DULY REPRESENT THE GOODS AND SERVICES ORDERED BY THE CUSTOMER AT THE PRICES AGREED TO BY THE CUSTOMER AND WHERE PERFORMANCE/DELIVERY HAS ALREADY TAKEN PLACE THAT THE SERVICES AND GOODS WERE INSPECTED AND CONFORM TO THE QUALITY AND QUANTITY ORDERED. IT IS THE SOLE RESPONSIBILITY

OF THE CUSTOMER TO DETERMINE THAT THE GOODS OR SERVICES ORDERED BY THE CUSTOMER ARE SUITABLE FOR THE PURPOSE THE CUSTOMER INTENDS USING THEM. (B) ANY DELIVERY NOTE (COPY OF ORIGINAL SIGNED BY THE CUSTOMER AND HELD BY THE ORGANISATION SHALL BE CONCLUSIVE PROOF THAT DELIVERY WAS MADE TO THE CUSTOMER. ALL ORDERS, WHETHER ORAL OR IN WRITING, WILL BE BINDING AND SUBJECT TO THESE CONDITIONS. (C) THE ORGANISATION SHALL BE ENTITLED IN ITS SOLE DISCRETION TO SPLIT THE DELIVERY OF THE GOODS ORDERED IN THE QUANTITIES AND ON THE DATES IT DECIDES. (D) THE ORGANISATION SHALL BE ENTITLED TO INVOICE EACH DELIVERY ACTUALLY MADE SEPARATELY. (E) THE RISK OF DAMAGE TO OR DESTRUCTION OF GOODS PASSES TO THE CUSTOMER ON DISPATCH OF GOODS. (F) IN THE CASE OF REPAIRS UNDERTAKEN BY THE ORGANISATION, REPAIR TIMES GIVEN ARE MERELY ESTIMATES AND ARE NOT BINDING ON THE ORGANISATION. (G) ALL GOODS TAKEN ON A CONSIGNMENT BASIS BY THE CUSTOMER ARE DEEMED SOLD IF NOT RETURNED WITHIN 7 DAYS OF ISSUE. (H) IF THE ORGANISATION AGREES TO ENGAGE A THIRD PARTY TO TRANSPORT THE GOODS, THE ORGANISATION IS HEREBY AUTHORIZED TO ENGAGE A THIRD PARTY ON THE CUSTOMERS BEHALF AND ON THE TERMS DEEMED FIT BY THE ORGANISATION. (I) THE CUSTOMER AGREES TO INDEMNIFY THE ORGANISATION AGAINST ANY CLAIMS THAT MAY ARISE FROM SUCH AGREEMENT AGAINST THE ORGANISATION.

7. IN THE EVENT OF GOODS THAT ARE DEFECTIVE, THE RIGHTS OF THE CUSTOMER ARE LIMITED TO THE MANUFACTURERS GUARANTEE OF THE GOODS SUPPLIED. UNDER NO CIRCUMSTANCES WILL THE ORGANISATION BE LIABLE FOR DAMAGE ARISING FROM MISUSE OR ABUSE OF THE PRODUCT.

(A) LIABILITY UNDER CLAUSE (B) IS RESTRICTED TO THE COST OF REPAIR OR REPLACEMENT OF FAULTY GOODS OR SERVICES OR GRANTING OF CREDIT AT THE SOLE DISCRETION OF THE ORGANISATION. IT IS THE DUTY OF THE CUSTOMER TO RETURN ANY DEFECTIVE GOODS TO THE PREMISES OF THE ORGANISATION AT THE CUSTOMERS OWN COST.

8. UNDER NO CIRCUMSTANCES WILL THE ORGANISATION BE LIABLE FOR CONSEQUENTIAL DAMAGES OR FOR DELICTUAL LIABILITY OF ANY NATURE WHATSOEVER.

9. NO CLAIM UNDER THIS CONTRACT WILL ARISE UNLESS THE CUSTOMER HAS GIVEN THE ORGANISATION 30 DAYS WRITTEN NOTICE BY PREPAID REGISTERED POST TO RECTIFY AND DELECT OR BREACH OF CONTRACT.

10. THE CUSTOMER AGREES TO PAY THE AMOUNT ON THE INVOICE AT THE OFFICES OF THE ORGANISATION (A) CASH ON ORDER, (B) IF THE CUSTOMER IS A CREDIT APPROVED CUSTOMER WITHIN 30 DAYS OF THE DATE OF AN INVOICE ISSUED BY THE

ORGANISATION.

11. THE CUSTOMER HAS NO RIGHT TO WITHHOLD PAYMENT FOR ANY REASON WHATSOEVER. (A) THE CUSTOMER IS NOT ENTITLED TO SET OFF ANY AMOUNT DUE TO THE CUSTOMER BY THE ORGANISATION AGAINST THIS DEBT.

12. THE CUSTOMER AGREES THAT IF AN ACCOUNT IS NOT SETTLED IN FULL (A) AGAINST ORDER; (B) WITHIN THE PERIOD AGREED IN CLAUSE 10 ABOVE IN THE CASE OF A CREDIT APPROVED CUSTOMER, THE ORGANISATION IS: (1) ENTITLED TO IMMEDIATELY INSTITUTE ACTION AGAINST THE CUSTOMER OR; (2) TO CANCEL THE AGREEMENT AND TAKE POSSESSION OF ANY GOODS DELIVERED TO THE CUSTOMER AND CLAIM DAMAGES.

13. THE CUSTOMER AGREES THAT THE AMOUNT DUE AND PAYABLE TO THE ORGANISATION SHALL BE DETERMINED AND PROVEN BY A CERTIFICATE ISSUED BY ANY DULY AUTHORIZED PERSON, AUTHORITY NOT TO BE PROVEN. SUCH CERTIFICATE SHALL BE BINDING AND SHALL BE PRIMA FACIE PROOF OF THE INDEBTEDNESS OF THE CUSTOMER.

14. THE CUSTOMER AGREES THAT INTEREST SHALL BE PAYABLE ON ANY MONIES DUE TO THE ORGANISATION AT THE MAXIMUM LEGAL INTEREST RATE PRESCRIBED IN TERMS OF THE USURY ACT FROM THE DATE THEY FALL DUE. IN THE CASE OF LATE PAYMENT INTEREST SHALL BE CALCULATED FROM THE DATE OF ORDER.

15. IN THE EVENT OF CANCELLATION, THE CUSTOMER SHALL BE LIABLE TO PAY THE DIFFERENCE BETWEEN THE SELLING PRICE AND THE VALUE OF THE GOODS AT THE TIME OF REPOSSESSION AND ALL OTHER COSTS INCURRED IN THE REPOSSESSION OF THE GOODS.

16. THE VALUE OF REPOSSESSED GOODS WILL BE DEEMED TO BE THE VALUE PLACED ON THEM BY ANY SWORN VALUATOR AFTER SUCH REPOSSESSION AND SUCH VALUATION WILL BE CONCLUSIVE PROOF OF THE VALUE.

17. THE CUSTOMER INDEMNIFIES THE ORGANISATION COMPLETELY AGAINST ANY DAMAGE WHATSOEVER RELATING TO THE REMOVAL OF REPOSSESSED GOODS. ALL GOODS SUPPLIED BY THE ORGANISATION REMAIN THE PROPERTY OF THE ORGANISATION UNTIL SUCH GOODS HAVE BEEN FULLY PAID FOR. THE CUSTOMER IS NOT ENTITLED TO SELL ANY GOODS UNPAID FOR WITHOUT THE PRIOR WRITTEN CONSENT OF THE ORGANISATION. THE CUSTOMER SHALL BE LIABLE TO THE ORGANISATION FOR ALL LEGAL EXPENSES (INCLUDING COLLECTION FEES ON THE ATTORNEY-AND-CLIENT SCALE OF AN ATTORNEY AND COUNSEL INCURRED BY THE ORGANISATION IN THE EVENT OF ANY DEFAULT BY THE CUSTOMER ANY LITIGATION IN REGARD TO THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT. THE CUSTOMER WILL ALSO BE LIABLE FOR ANY COLLECTION OR VALUATION FEES INCURRED. (A) THE CUSTOMER SHALL PAY ONE THOUSAND FIVE HUNDRED

RAND INTO COURT OR FURNISH SUFFICIENT SECURITY IN LIEU OF COSTS IN ANY ACTION INSTITUTED BY OR AGAINST THE CUSTOMER. (B) THE CUSTOMER AGREES THAT THE ORGANISATION WILL NOT BE REQUIRED TO FURNISH SECURITY IN TERMS OF RULE 62 OF THE RULES OF COURT OF THE MAGISTRATES COURT.

18. THE CUSTOMER AGREES THAT NO INDULGENCE WHATSOEVER BY THE ORGANISATION WILL AFFECT THE TERMS OF THIS AGREEMENT OR ANY OF THE RIGHTS OF THE ORGANISATION AND SUCH INDULGENCE SHALL NOT CONSTITUTE A WAIVER BY THE ORGANISATION IN RESPECT OF ANY OF ITS RIGHTS HEREIN. UNDER NO CIRCUMSTANCES WILL THE ORGANISATION BE STOPPED FROM EXERCISING ANY OF ITS RIGHTS IN TERMS OF THIS CONTRACT.

19. THE ORGANISATION SHALL HAVE THE RIGHT TO INSTITUTE ANY ACTION IN EITHER THE MAGISTRATES COURT OR THE SUPREME COURTS AT ITS SOLE DISCRETION.

20. ANY DOCUMENT WILL BE DEEMED DULY PRESENTED TO THE CUSTOMER WITHIN (1) 3 DAYS OF PREPAID REGISTERED MAIL TO ANY OF THE CUSTOMERS BUSINESS OR POSTAL ADDRESSES OR TO THE PERSONAL ADDRESS OF ANY DIRECTOR, MEMBER OR OWNER OF THE CUSTOMER; OR (2) WITHIN 24 HOURS OF BEING FAXED TO ANY OF THE CUSTOMERS FAX NUMBERS OR ANY DIRECTOR, MEMBERS OR OWNERS FAX NUMBERS; ON BEING DELIVERED BY HAND TO THE CUSTOMER OR ANY DIRECTOR, MEMBER OR OWNER OF THE CUSTOMER. (A) THE CUSTOMER CHOOSES DOMICILIUM CITANDI ET EXECUTANDI THE BUSINESS ADDRESS OR THE PHYSICAL ADDRESS OF ANY DIRECTOR IN THE CASE OF A COMPANY), MEMBER (IN CASE OF A CLOSE CORPORATION) OR OF THE OWNER (S) OR PARTNER (S)

21. THE CUSTOMER AGREES TO THE STANDARD RATES OF THE ORGANISATION FOR ANY GOODS OR SERVICES RENDERED, WHICH RATES MAY BE OBTAINED, ON REQUEST.

22. THE INVALIDITY OF ANY PART OF THIS CONTRACT WILL NOT AFFECT THE VALIDITY OF ANY OTHER PART.

23. ANY ORDER IS SUBJECT TO CANCELLATION BY THE ORGANISATION DUE TO FORCE MAJEURE FROM ANY CAUSE BEYOND THE CONTROL OF THE ORGANISATION, INCLUDING (WITHOUT RESTRICTING THIS CLAUSE TO THESE INSTANCES): INABILITY TO SECURE LABOUR, MATERIALS, POWER OR SUPPLIES, OR BY REASON OF AN ACT OF GOD, WAR, CIVIL DISTURBANCE, RIOT, STATE OF EMERGENCY, STRIKE, LOCK-OUT, OR OTHER LABOUR DISPUTES, FIRE, FLOOD, DROUGHT OR LEGISLATION.

24. THIS CONTRACT BECOMES FINAL AND BINDING ON RECEIPT OF THE ACCEPTANCE BY THE ORGANISATION AT ITS BUSINESS ADDRESS IN DURBANVILLE, CAPE TOWN.