

STANDARD TERMS AND CONDITIONS OF BUSINESS

PREAMBLE

WHEREAS we are committed to the provisions and the spirit of the Consumer Protection Act No. 68 of 2008. As it is new law, difficulties concerning the interpretation and the application of the law will inevitably arise. We invite you to contact the Company if you feel that we have not complied with the spirit or the letter of the law so that we can take corrective action, if required.

AND WHEREAS nothing herein contained may limit or restrict the Customer's right to privacy as envisaged in Sections 11 and 12 of the Consumer Protection Act;

AND WHEREAS nothing herein contained shall limit or exempt the Company as a supplier of goods or services from liability for any loss directly or indirectly attributable to the gross negligence of the Company or any person acting for or controlled by the Company, as envisaged in Section 51(1)(c)(i) of the Consumer Protection Act;

AND WHEREAS nothing herein contained shall limit or exempt a producer, importer, distributor or retailer from the implied warranty concerning safe, good quality goods as envisaged in Section 56 of the Consumer Protection Act;

AND WHEREAS nothing herein contained shall limit or exempt the Company in its capacity as a service provider from the implied warranty on repaired goods, as envisaged in Section 57 of the Consumer Protection Act;

AND WHEREAS nothing herein contained shall limit or exempt a producer, importer, distributor or retailer from liability for harm or damage caused by goods, as envisaged in Section 61 of the Consumer Protection Act.

If any of the Company's Terms and Conditions conflict with the provisions of the Consumer Protection Act, the latter shall prevail.

INTRODUCTION

WHEREAS the Customer has entered into a transaction constituting the purchase of moveable goods and/or services from the Company;

AND WHEREAS the acceptance of orders and the supply of goods by the Company is subject to the terms and conditions herein contained, to the exclusion of any other terms and conditions which might at any time be stipulated by the Company and which are not expressly agreed to by the Customer in writing;

NOW THEREFORE THE PARTIES ENTER INTO THIS AGREEMENT UPON THE FOLLOWING TERMS AND CONDITIONS:

1. INTERPRETATION

The Company and the Customer agree that:

- 1.1 This contract shall be interpreted according to and governed in all respects by the law of the Republic of South Africa;
- 1.2 The clause headings in these conditions are for convenience and shall not be used in their interpretation;
- 1.3 Unless the context clearly indicates a contrary intention, an expression which denotes:
 - 1.3.1 any gender includes the other genders;
 - 1.3.2 a natural person includes an artificial person and vice versa;
 - 1.3.3 the singular includes the plural and vice versa.
- 1.4 The goods means the goods as indicated on Company forms, price lists, quotations, orders or invoices.

2. APPLICATION

- 2.1 These terms shall apply to every agreement between the Company and the Customer.
- 2.2 These terms constitute the general terms of each agreement entered into between the Customer and the Company. Each agreement will also contain special terms. Where there is any inconsistency between any of these general terms and any special term, the special term shall prevail.
- 2.3 Where the Company supplies any quotation or tender, no agreement will arise until the acceptance of that quotation or the Company receives such tender in accordance with its terms and conditions.

3. PRICES AND QUOTATIONS

- 3.1 The price of the goods sold or services rendered shall be the usual price as set out in the Company price list at the time of the sale of the goods.
- 3.2 The Company has the right to change the prices of the goods from time to time without prior notice to the Customer.
- 3.3 All quotes shall remain valid for 30 (thirty) days from the date of the quote, or until the date of issue of a new price, whichever occurs first. The validity of any price quoted is subject to availability and to any increases in the prices of goods and/or components, as charged by the Company's suppliers.
- 3.4 Any quote may be changed at any time in the event of any increase in the cost price of the goods. Price increases will only be effected if the goods have not yet been dispatched to the Customer.

4. PAYMENT

- 4.1 The Customer shall pay the Company a deposit in the amount of 50% (fifty percent) of the value of the order, which appears on the tax invoice, prior to the Company initiating the work in respect of the order of the goods, at the offices of the Company.
- 4.2 The Customer shall pay the balance of the amount on the tax invoice at the offices of the Company. Payment of the balance is due immediately once the Company has notified the Customer that the work in respect of the goods order has been completed. Save for credit approved customers, payment is due within 30 (thirty) days of date of the tax invoice and until such time, the Company shall retain the goods at its offices and/or otherwise in its possession.
- 4.3 Where the Customer uses a postal service to effect payment to deliver or return goods such postal services shall be deemed to be the agent of the Customer. Likewise, where the Customer uses Internet banking, the bank shall be deemed to be the agent of the Customer.
- 4.4 The Customer has no right to withhold payment or make set offs or deductions from any payment due by it for any reason whatsoever. No extension of payment of any nature will be granted unless reduced to writing and signed by the Customer and a duly authorised representative of the Company.
- 4.5 The Company shall have the right to suspend deliveries and to exercise its rights in terms of clause 5 if any amount due by the Customer is unpaid.
- 4.6 If any amount owed is not settled in full on due date or alternatively on demand, the Company is entitled to, without prejudice to any of its rights:
- 4.6.1 immediately institute legal action against the Customer; and/or
- 4.6.2 cancel the sale and take possession of any goods delivered to the Customer, including goods sold or disposed of by the Customer which have not been paid for in full, and claim damages.
- 4.7 Should any amount not be paid by the Customer on the due date, the full outstanding amount in respect of all purchases by the Customer shall become due and payable, and the Customer shall be liable to pay interest on any amount outstanding at the rate of 15.5% (fifteen and a half percent) per annum.
- 4.8 Should the balance of the amount due remain outstanding for a period of at least 90 (ninety) days, the Company reserves the right to sell the goods or any part thereof in an effort to defray the costs of manufacture and/or production thereof and costs associated therewith.
- 4.9 The Company shall not bear any risk associated with the loss of cheques sent via post by the Customer.
- 4.10 The Customer hereby agrees that no cheques will be issued in payment by it unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque be stopped.
- 4.11 The Company shall not release any goods for which the Customer has tendered payment by way of cheque until such time that the Company has been notified that such cheque has been cleared in its banking account.
- 4.12 Should the Customer pay via credit card or internet transfer or electronic funds transfer, the Company shall not release the goods until such time as the payment has reflected in the Company's banking account, to the satisfaction of the Company.
- 4.13 All goods supplied by the Company shall remain the property of the Company until such goods have been paid for in full.
- 4.14 The Customer shall not be entitled to sell any goods which remain unpaid without the prior written consent of the Company. Where commodities or items supplied by the Company are used by the Customer in manufacturing new products, such products are deemed to be the property of the Company until such commodities or items have been paid for.

5. WITHDRAWAL OF CREDIT FACILITIES

- 5.1 The Company reserves its right to grant credit facilities to the Customer and and decision to do so and the nature and extent thereof is at the sole discretion of the Company.
- 5.2 The Company reserves the right to withdraw, increase or decrease any credit facilities at any time.

6. ORDERS

- 6.1 The Customer hereby confirms that the goods and services on the tax invoice issued, duly represent the goods and/or services ordered by the Customer, by whichever means / in whatever manner, at the prices agreed to by the Customer and where performance/ delivery has already taken place, that the goods and/or services were inspected by the Customer and/or its authorised representative and/or its nominated agent and that the Customer is satisfied that these conform in all respects to the quality and quantity as ordered and are free from any defects.
- 6.2 The Company will accept all written and oral orders. All such orders and any variations to orders will be binding, subject to these standard terms and conditions and may not be varied or cancelled without prior written consent from the Company. The Company will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to make the order in writing.
- 6.3 Orders shall constitute irrevocable offers to purchase the goods in question at the usual prices of the Company as at the date when the Customer places the order of the goods, subject to clause 3.4 above, and shall be capable of acceptance by the Company by the delivery of the goods, written acceptance or confirmation of the order. The Company shall provide the Customer with an order number when placing an order or alternatively shall make reference to the relevant email evidencing the order.

7. DELIVERY

- 7.1 Any delivery note or tax invoice (carbon copy or original) signed by the Customer and/or its authorised representative and/or its nominated agent and held by the Company, shall be *prima facie* (conclusive) proof that delivery was made to the Customer as per the description and quantity indicated on the delivery note.
- 7.2 The Company shall be entitled to split the delivery of the goods ordered in the quantities and on the dates it decides with the prior consent of the Customer, which consent shall not be unreasonably withheld.
- 7.3 In the event of the Customer choosing to engage its own third party to transport the goods, the Customer indemnifies the Company against any claims of any nature whatsoever that may arise from such an agreement.
- 7.4 The Company is entitled to engage a third party on its behalf to transport all goods purchased by the Customer to the delivery address stipulated by the Customer.

- 7.5 Should the Customer wish to receive delivery of the goods by a more expensive method of transportation than that normally used by the Company, the Customer shall make such request in writing and, in the event that the Company agrees to arrange such special delivery the additional charges shall be debited to the Customer's account and shall be payable by the Customer.
- 7.6 The Company does not guarantee that the goods will be dispatched or delivered on any particular date and time, and the Customer shall have no claim against the Company in respect of any loss occasioned by any reasonable delay in dispatch or delivery of any goods ordered and/or services rendered, nor may the Customer cancel any order by reason of such reasonable delay.
- 7.7 Goods received in a damaged condition must either be rejected or accepted. If damaged goods are accepted, a note of the item and type of damage must be made by the Customer on the front of the invoice or delivery note. If the goods are accepted and no note is made on the front of the invoice or delivery note, this shall serve as *prima facie* proof that the goods were received in good condition by the Customer.
- 7.8 All goods taken on an evaluation, approval, demonstration basis or all goods taken on consignment by the Customer are deemed sold to the Customer within 10 (ten) working days of issue if not returned to the Company in a perfect condition in the original packaging and with all accessories and manuals intact.
- 7.9 The Company reserves the right to charge delivery charges, as and when necessary.

8. OWNERSHIP AND RISK

- 8.1 All risk in and to all goods sold by the Company to the Customer shall pass to the Customer on delivery thereof. Ownership in all goods sold and delivered shall remain vested in the Company until the full purchase price has been paid, and in the event of a breach of these terms and conditions by the Customer, or if the Customer is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgment granted against it within 7 (seven) days of the date of judgment or changes the structure of its ownership, the Company shall be entitled to take possession of the goods without prejudice to any further rights vested in the Company, and is hereby irrevocably authorised to enter upon the Customer's premises to take possession of such goods without a Court order.
- 8.2 Goods in the possession of the Customer bearing the Company's name, trademark, labels and/or serial number are deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be re-possessed by the Company in terms of paragraph 8.1 above. The Customer shall fully insure the goods purchased from the Company against loss or damage until the Customer has paid the full purchase price for such goods. Pending payment to the Company for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods, shall be ceded to the Company.
- 8.3 The Customer shall inform the landlord of the premises at which the goods are kept that such goods are the sole and absolute property of the Company until such time as the Customer has paid the full purchase price to the Company.

9. BREACH OF CONTRACT

- 9.1 In the event of a breach by the Customer, should the Customer fail to remedy such breach within 48 (forty eight) hours after receipt of notice to that effect from the Company, or should the Customer repeatedly breach this agreement in such manner that the Customer's conduct is inconsistent with the intention or ability of the Customer to carry out the terms of the agreement, or if the Customer is sequestrated or placed under liquidation or enters into judicial management or any act of insolvency or enters into a compromise with its creditors or fails to satisfy a judgment granted against it within 7 (seven) days of the date of judgment or changes the structure of its ownership, the Company shall be entitled without prejudice to its rights in law or in terms of this agreement to take possession of the goods and is hereby irrevocably authorised to enter upon the Customer's premises to take delivery of such goods without a Court order.
- 9.2 No claim, from the Customer, under these terms and conditions will arise unless the Customer has, within 7 (seven) days of the alleged breach or defect occurring, given the Company 30 (thirty) days written notice by pre-paid registered post to rectify any defect or breach of contract.

10. LEGAL PROCEEDINGS

- 10.1 The Company shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought exceeds the jurisdiction of the Magistrates' Court, be entitled to institute action out of such court.
- 10.2 A certificate issued and signed by any director or manager of the Company whose authority need not be proved, in respect of any indebtedness of the Customer to the Company or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that such goods were sold and delivered, shall be *prima facie* (conclusive) proof of the Customer's indebtedness to the Company and *prima facie* (conclusive) proof of delivery of the goods in terms of this agreement.
- 10.3 Any print out of computer evidence tendered by the Company shall be admissible evidence and the Customer shall not be entitled to object to the admissibility of such evidence purely on the grounds that such evidence is computer evidence.
- 10.4 The Customer's address provided to the Company for the purpose of submitting a quotation to the Customer shall be recognised as the Customer's domicile for all purposes in terms of this agreement whether in respect of the serving of any court process, notices that payment of any amount is outstanding or communications of whatever nature.
- 10.5 In the event of the Customer breaching any of its obligations and/or failing to timeously make payment of any amount to the Company, the Customer agrees to pay, and shall be liable to pay, all debt collection and legal costs incurred by the Company in enforcing its rights in terms of these terms and conditions. Legal costs shall be recovered on an attorney/own client scale including collection commission, tracing agent's fees, air fares and export fees.
- 10.6 Any document will be deemed duly received by the Customer within:
- 10.6.1 3 (three) working days of pre-paid registered mail to any of the Customer's business or postal addresses or the domicile address of the customer, or to the personal address of any director, member or owner of the customer; or;
- 10.6.2 24 (twenty four) hours of being faxed to any of the Customer's fax numbers or any director, member or owner's fax numbers; or

- 10.6.3 on being delivered by hand to the Customer or any director, member of the customer; or
10.6.4 48 (forty eight) hours if sent by overnight courier.
- 10.7 The Customer agrees that neither the Company nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer, nor shall the Customer be entitled to rescind from these terms and conditions on those grounds.

11. COSTS

- 11.1 In the event of either party breaching any obligation under this agreement and the aggrieved party deeming it necessary to engage the services of a registered debt collector to recover any payments which may be due or payable, the infringing party shall be liable for:
- 11.1.1 Tracing agent fees (if required);
 - 11.1.2 Fees, disbursements and expenses to which the debt collector is entitled in terms of the Debt Collectors Act;
 - 11.1.3 Collection Commission in the amount of 10% (ten percent) on each instalment paid to the debt collector or paid directly to the aggrieved party following handover of the matter to the debt collector, provided that the collection commission charged shall not exceed the statutorily prescribed maximum amount.
- 11.2 In the event of either party breaching any obligation under this agreement and the aggrieved party deeming it necessary to engage the services of an attorney to enforce his/her rights (including the right to receive payment), the infringing party shall be liable for:
- 11.2.1 Tracing agent fees (if required);
 - 11.2.2 The attorney's costs on an attorney and own client scale;
 - 11.2.3 Collection Commission in the amount of 10% (ten percent) on each instalment paid to the attorney or paid directly to the aggrieved party following handover of the matter to the attorney, provided that the collection commission charged shall not exceed the statutorily prescribed maximum amount.
- 11.3 The aggrieved party's attorney or debt collector (as the case may be) shall on receiving a payment from the infringing party, have the right to allocate such payment firstly towards disbursements incurred by the attorney or debt collector, secondly towards fees to which the attorney or debt collector is legally entitled, thirdly towards interest due to the aggrieved party and finally towards the capital amount due to the aggrieved party.

12. DISPUTE RESOLUTION

- 12.1 In the event of a dispute arising out of or in connection with this agreement, the parties must refer the dispute for resolution firstly by way of negotiation, secondly by way of mediation and finally by way of arbitration. Negotiation and mediation are therefore preconditions to the dispute being resolved by arbitration.
- 12.2 A dispute exists once the aggrieved party notifies the other party in writing of the nature of the dispute and demands resolution of the dispute.
- 12.3 The parties shall engage in good faith negotiations to find a solution to the dispute within 5 (five) business days of receipt of the above-mentioned notification.
- 12.4 Should negotiations not result in the resolution of the dispute within 15 (fifteen) business days of the aggrieved party demanding resolution of the dispute, the parties must refer the dispute for resolution by mediation in accordance with the Mediation Rules in place at Legal Sense (Pty) Ltd on the date of the dispute being referred for mediation.
- 12.5 The first mediation session must start within 10 (ten) business days of the dispute being referred for mediation and must be concluded within 20 (twenty) business days of the dispute being referred for mediation, failing which the matter must be referred for arbitration.
- 12.6 Legal Sense (Pty) Ltd shall appoint a mediator and the mediation shall take place at the offices of Legal Sense (Pty) Ltd in Johannesburg or Cape Town South Africa, alternatively at such venue as is agreed between the Company and the Customer. In the event of the parties failing to reach agreement, Legal Sense (Pty) Ltd shall nominate the venue for the mediation.
- 12.7 The parties shall ensure that their respective principals are present throughout the mediation sessions.
- 12.8 The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.
- 12.9 In the event that the mediator fails to resolve the dispute for any reason whatsoever, the aggrieved party shall refer the matter for resolution by arbitration, unless both parties agree otherwise. The parties shall follow the rules for expedited arbitration as published by The Arbitration Foundation of South Africa "AFSA" to initiate the arbitration proceedings.
- 12.10 Arbitration shall be held in accordance with the rules for expedited arbitration of AFSA by one arbitrator appointed by agreement between the parties.
- 12.11 If the parties cannot agree to an arbitrator within 10 (ten) business days after the referral of the dispute to arbitration, then the arbitrator shall be appointed by the Secretariat of AFSA, having regard to the nature, complexity and extent of the dispute.
- 12.12 The parties shall have no right to appeal the decision of the arbitrator and the arbitrator's decision shall therefore be final and binding on the parties.
- 12.13 The parties confirm and understand that any mediated or arbitrated settlement agreement may be made an order of court on application to a court with competent jurisdiction.
- 12.14 Nothing in this agreement prevents either party from seeking urgent interim relief in a High Court with jurisdiction.
- 12.15 This dispute resolution clause is separate and divisible from the rest of this agreement and shall remain in effect even if the agreement terminates, is nullified or cancelled for any reason whatsoever.

12. NEGOTIABLE INSTRUMENTS

- 12.1 Acceptance of a negotiable instrument from the Customer shall not be deemed to be a waiver of the Company's rights under this agreement. In relation to cheques furnished by the Customer to the Company, the Customer waives its right to insist on notice of dishonour or protest being given to it on the event that the cheque is dishonoured.

13. **RETURNED GOODS**

- 13.1 The Customer shall have a right to return unsafe or defective goods, within 6 (six) months after the delivery of the goods to the Customer, without penalty and at the Company's risk and expense, to the premises of the Company or its nominee and the Company shall repair or replace the failed, unsafe or defective goods or refund to the Customer, the price paid by the Customer for the goods, upon condition that such goods have not been altered contrary to the instructions, or after leave the control, of the producer or importer, a distributor or the retailer, as the case may be, or been partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property.
- 13.2 The Customer shall have a further right to return goods to the Company, and receive a full refund of any consideration paid for those goods, if the Company has delivered, under the following conditions only:
- 13.2.1 goods to the Customer in terms of an agreement arising out of direct marketing and the consumer has rescinded that agreement during the cooling off period as stipulated in the Consumer Protection Act;
- 13.2.2 goods that the consumer did not have an opportunity to examine before delivery, and the consumer has rejected delivery of those goods for any of the reasons contemplated in the Consumer Protection Act;
- 13.2.3 a mixture of goods, and the consumer has refused delivery of any of those goods, as contemplated in the Consumer Protection Act;
- 13.2.4 goods intended to satisfy a particular purpose communicated to the Company as contemplated in the Consumer Protection Act, and within 10 (ten) business days after delivery to the consumer, the goods have been found to be unsuitable for that particular purpose.
- 13.3 Any item delivered to the Company will form the object of a pledge in favour of the Company for present and past debts of the Customer to the Company and the Company will be entitled to retain such pledge as a value determined as follows:
- 13.3.1 The difference between the selling price and the value of the goods at the time that the debt became due;
- 13.3.2 The value of any repossessed goods or retained pledge goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be *prima facie* proof of the value.
- 13.4 In the event of a cancellation of an order by the Customer for goods accepted for return by the Company, the Company reserves the right to charge a reasonable fee for the goods so returned.

14. **WARRANTIES AND INDEMNITY**

- 14.1 Goods may be guaranteed under the manufacturer's product specific warranties only, and all other guarantees and warranties including common law guarantees and warranties in relation to goods and services are hereby specifically excluded by the Company.
- 14.2 All guarantees are immediately null and void should any equipment be tampered with in any manner or should any "seals" or the like on the equipment be broken by anyone other than the Company or its appointed nominee, or should the goods be operated outside the manufacturer's specifications, misused and/or abused.
- 14.3 To be valid, guarantee claims must be supported by the original tax invoice and the goods must be in their original packaging and must be accompanied by all accessories and manuals must be intact. All items must be returned in "as new" condition.
- 14.4 No warranties whether express or implied shall apply, other than those provided in this agreement. No representation or warranty, including but not limited to statements of capacity, suitability for use or performance made by employees of the Company shall be considered to be a warranty by the Company. Any such statements made shall not give rise to any liability or whatsoever nature on the part of the Company, its employees, subcontractors or subsidiaries. The Company will not be liable to the Customer for any loss, damage or expense of any nature, whether direct, special, indirect or consequential, including but not limited to loss or profits arising out of the Company performance or Customers' use of the goods or services rendered, except to the extent specifically prescribed by the Consumer Protection Act.
- 14.5 The Customer shall not duplicate copyrighted material. In the event of the Customer duplicating copyrighted material, each attempt to do so will immediately render the full prevailing price in respect thereof payable to the Company.

15. **REPAIRS**

- 15.1 The Company's liability in terms of a manufacturer's warranty is restricted to (in the Company or the manufacturer's discretion) the cost of repair or replacement of faulty goods or services or the granting of credit.
- 15.2 In the case of repairs undertaken by the Company repair quotes containing an estimate of charges shall be given to the Customer and the Customer shall provide the Company with a pre-authorisation to do the work, prior to the Company carrying out the work. The Company shall similarly inform the Customer of any additional estimated charges and the Customer shall similarly authorise the Company for the work to continue.
- 15.3 The Customer hereby agrees that any item returned for a repair may be sold by the Company to defray the cost of such repair if the item remains uncollected for a period of 60 (sixty) days after the repairs have been completed.

16. **GENERAL**

- 16.1 The Company reserves the right in its sole discretion to vary or amend these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on the Customer from the time that the Customer is notified thereof.
- 16.2 This agreement represents the entire agreement between the Company and the Customer and shall govern all future contractual relationships between the Company and the Customer.
- 16.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a member of the Company.
- 16.4 No relaxation or indulgence with the Company may grant the Customer shall prejudice or be deemed to be a waiver of any of the Company's rights in terms of these terms and conditions.
- 16.5 The Customer shall not cede its rights nor assign its obligations under these terms and conditions.

- 16.6 The Company shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of these terms and conditions to any third party without prior notice to the Customer.
- 16.7 The Customer undertakes to notify the Company within 7 (seven) days of any change of address or change of in director, member or shareholder, or any other information as set out in or incorporated into this agreement.
- 16.8 Each of the terms herein shall be a separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.
- 16.9 The Customer undertakes to inform the Company in writing at least 14 (fourteen) days prior to the intended selling or alienating of the whole of or any part of the Customer business and failure to do so will constitute a material breach of this contract entitling the Company to cancel the agreement without further notice to the Customer.
- 16.10 Goods are manufactured for standard commercial use, and are not intended for use in any unauthorised or irregular manner.
- 16.11 The Customer acknowledges that no representations were made by the Company in regard to the goods or services or any of the qualities related thereto, leading up to the conclusion of this agreement.

I/We the undersigned agree that all transactions concluded with the Company shall be subject to the standard terms and conditions specified herein and agree to be bound by all such terms and conditions, and without limiting the generality thereof.

I/We acknowledge that I/we has/have read and understood each term of this agreement and accept them as binding and acknowledge that the content reflects the true intention of both parties and that this agreement has been entered into for the benefit of both the Customer and the Company.

SIGNED AT _____ on this the _____ day of _____ 20____ in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____

2. _____

 For and on behalf of the **CUSTOMER**, he/she being duly authorised hereto

 Name and position

AS WITNESSES:

1. _____

2. _____

 For and on behalf of the **COMPANY**, he/she being duly authorised hereto

 Name and position