

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF
DEMARO TOOL & SUPPLIES CC**

IN THIS AGREEMENT THERE ARE CERTAIN CLAUSES OF SIMILAR FONT AND COLOUR TO THIS TEXT WHICH CONTAINS PROVISIONS THAT MAY HAVE THE EFFECT OF (I) LIMITING THE RISK OR LIABILITY OF THE COMPANY OR OF ANY OTHER PERSON AND/OR (II) MAY CONSTITUTE AN ASSUMPTION OF RISK OR LIABILITY BY YOU AND/OR (III) MAY IMPOSE AN OBLIGATION ON YOU TO INDEMNIFY THE COMPANY OR ANY OTHER PERSON FOR ANY CAUSE AND/OR (IV) MAY BE AN ACKNOWLEDGEMENT OF ANY FACT BY YOU. THESE PROVISIONS ARE VERY IMPORTANT AND YOU MUST ENSURE THAT YOU READ THEM CAREFULLY AND THAT YOU UNDERSTAND THEM CLEARLY.

1. INTERPRETATION & DEFINITIONS

In this agreement unless the context otherwise requires -

1.1 The singular shall import and include the plural and vice versa;

1.2 Words indicating one gender shall import and include other genders;

1.3 Words indicating natural persons shall import and include artificial persons;

1.4 The headlines to this **AGREEMENT** are used for the sake of convenience only and shall not govern the interpretation of the clauses to which they relate;

1.5 All contracts are exclusively subject to our terms and conditions of delivery and sale, the **COMPANY** rejects any terms and conditions of the customer to the contrary or deviating from our terms and conditions unless the **COMPANY** has expressly consented to their validity in writing.

1.6 The terms and conditions set out herein cancel all previous issues, terms and conditions.

1.7 These terms and conditions, as re-issued or revised by the **COMPANY** from time to time, apply to all orders placed with the **COMPANY** and such orders are subject to acceptance by the **COMPANY** and shall be deemed to be made subject to these terms and conditions.

1.8 "**CONTRACT PRICE**" - means the price of the **GOODS** as set out in the **INVOICE**;

1.9 "**CONTRACT SPECIFICATION**" - means the specification or any other description of the **GOODS** and/or **SERVICES** on the **INVOICE**;

1.10 "**CUSTOMER**" - means the person/entity that contracts with the **COMPANY** to purchase the **GOODS**;

1.11 "**GOODS**" - means the products of the **COMPANY** and/or services related to the products, which form part of the subject matter of the **CONTRACT**;

1.12 "**INVOICE**" - means the invoice document of the **COMPANY**, wherein an Invoice Number, full particulars of the **CUSTOMER**, **CONTRACT PRICE**, VAT amount, **CONTRACT SPECIFICATION** and the order of the **GOODS** is displayed.

2. CONTRACT PRICE

2.1 Price lists issued by the **COMPANY** from time to time, are for information only and do not constitute offers for sale.

2.2 Save insofar as may be otherwise specifically agreed in writing to the contrary by the **COMPANY**, orders are accepted only at prices and transport tariffs ruling on that date of dispatch.

2.3 Unless otherwise agreed in writing, the **CONTRACT PRICE** shall, *inter alia*, be deemed to include charges for landing costs, packing and storage.

2.4 The **CONTRACT PRICE** shall specifically exclude Value Added Tax (VAT) and any other taxes that may be levied in respect of the **GOODS**. The **COMPANY** reserves its right to effect price increases from time to time without notification to the **CUSTOMER**. The onus shall be on the **CUSTOMER** to remain informed of the prices of the **COMPANY**. No **COMPANY** employee, official, agent or nominee shall have the authority to effect or authorise any discounting of the **CONTRACT PRICE** of the **GOODS** save the Managing Director of the **COMPANY**.

2.5 The **CONTRACT PRICE** shall include the surcharge for consumables used up in the sale of the **GOODS** to the **CUSTOMER**.

2.6 Notwithstanding the stated price on the **INVOICE**, the **CONTRACT PRICE** shall, at all material times, be subject to any increase of duties, levies, taxes, transport, storage and packing costs and the **COMPANY** shall endeavour, where reasonably possible, to inform the customer in advance of any anticipated increases of the aforesaid.

2.7 The **COMPANY** reserves its right to add a reasonable charge for storage on any items which have not been collected or could not be delivered within fourteen (14) days of the date on which they were available for delivery or collection, as the case may be, and in the event that this is as a result of the **CUSTOMER'S** conduct.

2.8 The **CONTRACT PRICE** is strictly net and not subject to any discounts unless otherwise agreed in writing and signed by the Managing Director of the **COMPANY**.

2.9 If any discount is agreed to as required in 2.8 above, it shall only be allowed if payment is received by the **COMPANY** on or before the due date and shall apply to the actual price of the **GOODS** themselves.

2.10 It is specifically agreed and recorded that interest on overdue accounts shall be at the rate as per the Prescribed Rate of Interest Act 55 of 1975 (as amended) or the National credit Act 34 of 2005 (as amended) whichever is applicable.

3. PAYMENT

3.1 Unless otherwise agreed payment in full without deduction or set off in respect of **GOODS** sold shall be made on a cash on delivery basis.

3.2 The **COMPANY** reserves the right to extend credit facilities to **CUSTOMERS** from time to time without any obligation to do so notwithstanding having extended such facilities in the past to any **CUSTOMER**.

3.2.1 Where the **COMPANY** has agreed to supply **GOODS** on credit, payment in full shall be due within 30 (thirty) days from date of the first monthly statement rendered by the **COMPANY**.

3.2.2 The monthly accounts of the **COMPANY** are closed on the last business day of each month. Payment must be credited to the banking accounts of the **COMPANY** by the last business day of the following month.

3.3 Credit facilities shall only be afforded to **CUSTOMERS** after completion of the necessary documents required by the **COMPANY** having provided the **COMPANY** with the required guarantees/suretyships.

3.4 The **COMPANY** reserves its right to, at any time and after having provided the **CUSTOMER** with reasonable notice, and reasonable notice to be deemed to be 30 (thirty) days, advise that credit facilities to a **CUSTOMER** by the **COMPANY** will be terminated and the **COMPANY** will be under no obligation whatsoever to provide any reasons for such termination.

3.5 It is specifically agreed and recorded that at all material times it shall be the sole prerogative of the **COMPANY** to decide to which **CUSTOMERS** it would be willing to extend credit facilities, it specifically being understood by **CUSTOMERS** that any differentiation shall not be deemed to be discriminatory, but shall be deemed to form part of the **COMPANY'S** internal credit risk limitation policy.

3.6 The **COMPANY** shall be entitled to refuse sale of the **GOODS** to any **CUSTOMER** in the event of overdue accounts owing by the **CUSTOMER** to the **COMPANY** or in the event that a **CUSTOMER** is not able to obtain/provide satisfactory guarantees/suretyships. It is specifically recorded and agreed that any late payment by the **CUSTOMER** shall constitute an automatic breach of any credit facility agreement entered into between the **COMPANY** and the **CUSTOMER** and provided to the **CUSTOMER** by the **COMPANY** and accordingly, the **COMPANY** reserves the right at any time to refuse any further sale of **GOODS** to the **CUSTOMER** on a cash on delivery basis until all outstanding accounts including any accrued interest on such outstanding accounts have been settled in full by such **CUSTOMER**.

3.7 IT IS SPECIFICALLY RECORDED AND AGREED THAT THE **CUSTOMER** WAIVES ALL CLAIMS AGAINST THE **COMPANY** FOR ANY DAMAGES OR LOSSES THAT IT MAY SUFFER AS A RESULT OF THE REFUSAL OF THE **COMPANY** TO SELL **GOODS** TO THE **CUSTOMER** IN THE EVENT OF AN OVERDUE ACCOUNT, OR IN CONNECTION WITH ANY OTHER DISPUTE WHATSOEVER ARISING OUT OF PAYMENT FOR **GOODS**.

4. DELIVERY

4.1 Time of delivery shall not be of the essence in this AGREEMENT.

4.2 WHILST EVERY EFFORT WILL BE MADE TO DISPATCH AND DELIVER THE **GOODS** AS ADVISED, THE **COMPANY** DOES NOT GUARANTEE DISPATCH AND/OR DELIVERY ON ANY SPECIFIC DATE AND SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING CONSEQUENTIAL DAMAGES THAT MAY BE SUFFERED BY THE **CUSTOMER** AS A RESULT OF ANY DELAYS IN THE DELIVERY OF THE **GOODS** THAT MAY OCCUR SAVE TO THE EXTENT THAT THE **COMPANY** MAY BE LIABLE FOR ANY LOSSES IN TERMS OF SECTION 47 OF THE CONSUMER PROTECTION ACT 68 OF 2008 AS AMENDED.

4.3 The **CUSTOMER** shall not be entitled to cancel any order by reason of such delay.

4.4 Should the **COMPANY** be prevented from the performance of any of its obligations as a result of Force Majeure, or any cause whatsoever beyond the control of the **COMPANY**, the **COMPANY** shall be entitled at its option to cancel the **AGREEMENT** or to suspend performance of its obligations there under and shall not be liable whatsoever for any loss or damage consequential or otherwise resulting from such inability to perform its obligations, cancellation or suspension.

4.6 The **COMPANY** reserves the right to refuse an order after, seven (7) days of being lodged where costs have escalated due to any contingencies or circumstances not within the **COMPANY'S** control.

5. RESERVATION OF OWNERSHIP

5.1 The **COMPANY** shall reserve ownership of **GOODS** delivered, until receipt of all payments due in terms of the **AGREEMENT**. Further the **COMPANY** reserves ownership of retained **GOODS** until the **CUSTOMER** has paid any further payments due in terms of this **AGREEMENT** of whatever nature.

5.2 In the event that the **CUSTOMER** defaults in payment, he shall deliver the **GOODS** to the **COMPANY** upon receipt of notice by the **CUSTOMER** from the **COMPANY**, without undue delay.

5.3 The **COMPANY** may elect without retracting from other remedies which may be available to it, to continue with the **AGREEMENT** or to cancel it and cancel the sale of any further **GOODS** to the **CUSTOMER** and to rely on the provisions of this clause to repossess those **GOODS** sold and delivered by the **COMPANY** to the **CUSTOMER** or to claim specific performance of all the **CUSTOMERS** obligations whether or not such obligations would otherwise have fallen due for performance, in either event, without prejudice to the **CUSTOMER'S** rights to claim damages.

5.4 The **CUSTOMER** undertakes to handle the delivery items with care; in particular, he is obliged to insure them adequately at the reinstatement value against damage caused by fire, water, and theft at his expense.

5.5 In case of attachments or other intervention by third parties, the **CUSTOMER** shall inform us in writing without undue delay. The **CUSTOMER** shall be liable to us for the judicial and extra-judicial costs of any necessary action pursuant to third-party action against execution.

5.6 The **COMPANY** shall retain the title to and copyrights in all offer documents; these may not be made available to third without our express written consent.

6. RETURN OF GOODS

6.1 A PRECONDITION OF THE WARRANTY RIGHTS (CLAIMS BASED ON DEFECTS) OF THE **CUSTOMER** IN TERMS OF THE **AGREEMENT** IS THAT A **CUSTOMER** WHO IS A MERCHANT INSPECTS THE **GOODS** UPON RECEIPT WITHOUT UNDUE DELAY AND GIVES WRITTEN NOTICE OF ANY VISIBLE DEFECTS WITHOUT UNDUE DELAY AFTER THE INSPECTION OR OF HIDDEN DEFECTS AFTER THEIR DISCOVERY, SPECIFYING THE DEFECT. THIS SHALL ALSO APPLY TO WRONG DELIVERIES OR ITEMS IN INSUFFICIENT QUANTITIES BEING DELIVERED. NOTIFICATION MUST BE GIVEN WITHIN A PERIOD OF 10 (TEN) DAYS. OTHER **CUSTOMERS** SHALL ALSO EXAMINE ITEMS AT THEIR OWN EXPENSE AND THEN NOTIFY THE COMPANY OF APPARENT DEFECTS INCLUDING WRONG DELIVERY OR INSUFFICIENT QUANTITIES IN WRITING AND WITHOUT UNDUE DELAY. FOR NON-MERCHANTS NOTIFICATION MUST BE GIVEN WITHIN A PERIOD OF (14) FOURTEEN DAYS.

6.2 If the **CUSTOMER** notifies the **COMPANY** as such, the **CUSTOMER** shall arrange for a fact finding immediately upon receipt. The results shall be forwarded to the **COMPANY** directly.

6.3 SHOULD THERE BE AN ALLEGATION THAT ANY **GOODS** ARE UNSAFE, OR DEFECTIVE THE **COMPANY** SHALL NOT BE LIABLE FOR ANY HARM CAUSED WHERE SUCH ALLEGED UNSAFE GOODS CHARACTERISTIC, FAILURE DEFECT OR HAZARD DID NOT EXIST IN THE **GOODS** AT THE TIME AT WHICH THEY WERE SUPPLIED TO THE **CUSTOMER** BY THE **COMPANY**. THEREFORE IF NO SUCH NOTIFICATION IS RECEIVED IN TERMS OF CLAUSE 6.1 ABOVE, IT WILL BE REGARDED AS PRIMA FACIE PROOF THAT NO DEFECTS WERE PRESENT AT THE TIME OF DELIVERY AND THAT THE **GOODS** WERE DELIVERED IN ACCORDANCE WITH THE AGREEMENT.

6.4 In the event that the **COMPANY** receives notification in terms of clause 6.1 above and it is satisfied that the **GOODS** are defective or do not conform to specifications, then the **COMPANY** will, at the **CUSTOMER'S** election, replace such quantity of **GOODS** with an equal quantity of **GOODS** or refund the applicable portion of the purchase price to the **CUSTOMER** against return of the defective portion of the **GOODS** (the return to be made at the **COMPANY'S** risk and expense).

6.5 The **CUSTOMER** may not however return to the **COMPANY** any **GOODS** for any reason whatsoever unless:-

6.5.1 the parties have agreed in writing to such return and to the conditions of such return;

6.5.2 the **GOODS** are being returned in accordance with the provisions of clauses 6.1 and 6.4 above.

6.5.3 the **GOODS** were intended to satisfy a particular purpose communicated to the **COMPANY** prior to the **PURCHASE** thereof and have been found not to satisfy the purpose for which they were intended, within 10 (ten) business days of delivery and the **COMPANY** has been notified of this within that time period.

6.5.4 the **CUSTOMER** was not permitted to inspect the **GOODS** upon delivery thereof;

6.5.5 the **CUSTOMER** is exercising its right to cool-off in terms of section 16 of the Consumer Protection Act 68 of 2008 as amended.

7. REPRESENTATION AND WARRANTIES

7.1 For a period of six months from the date of the **CUSTOMER'S** receipt of the **GOODS** sold hereunder, the **COMPANY** warrants that such **GOODS** shall be of the **COMPANY'S** standard quality and are reasonably suitable for the purposes for which they are generally intended. The **COMPANY** makes no other warranty of any kind, express or implied, including without limitation, any warranty of merchantability, or non-infringement. The **COMPANY** specifically makes no warranties as to any services or as to compliance with laws, regulations, standards and/or conventions including any related to the environment or to the packaging, labelling and/or transport, of hazardous **GOODS**. No warranty shall apply to shipping damage, damage caused by improper installation or improper wiring, including incorrect electrical voltage, **GOODS** that have been modified or altered in any way, damage caused by corrosion, abrasion or sever temperatures, or **GOODS** that have been subjected to improper maintenance, abuse, misuse, abnormal usage or accident.

7.2 THE **CUSTOMER** WARRANTS THAT IT SHALL FULLY COMPLY WITH ALL LABEL DIRECTIONS FOR THE HANDLING, STORAGE, POSSESSION OR USE OF THE **GOODS** SOLD HEREUNDER AND THE **CUSTOMER** AGREES THAT IT SHALL INDEMNIFY AND HOLD THE **COMPANY** HARMLESS FROM ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM ANY NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT ON THE PART OF THE **CUSTOMER** OR FROM ANY FAILURE OF **CUSTOMER** TO COMPLY WITH THE TERMS OF THIS WARRANTY.

7.3 Specifications, illustrations and the like remain the property of the **COMPANY** and may only be used for the purpose specified in the **AGREEMENT** and must be returned upon the request of the **COMPANY**.

7.4 WHILST THE **COMPANY** SHALL TAKE ALL REASONABLE STEPS TO ENSURE THAT THE **GOODS** TO BE SOLD AND DELIVERED TO THE **CUSTOMER** IN TERMS HEREOF ARE MANUFACTURED IN ACCORDANCE WITH THE **CUSTOMER'S** SPECIFICATIONS, THE **COMPANY** DOES NOT WARRANT THAT THE SAID **GOODS** WILL BE FIT FOR THE SPECIFIC PURPOSE FOR WHICH THE **CUSTOMER** INTENDS TO USE THE SAID **GOODS**, AND THE **CUSTOMER** ACCORDINGLY ABSOLVES THE **COMPANY** FROM ANY LIABILITY WHATSOEVER AS A RESULT OF THE SAID **GOODS** NOT BEING FIT FOR THE PURPOSE FOR WHICH THE **CUSTOMER** INTENDS TO USE THE SAID **GOODS**, UNLESS THE **CUSTOMER** HAS SPECIFICALLY INFORMED THE **COMPANY** IN WRITING OF THE PARTICULAR PURPOSE FOR WHICH THE **CUSTOMER** WISHES TO ACQUIRE ANY **GOODS** OR THE USE TO WHICH THE **CUSTOMER** INTENDS TO APPLY THOSE **GOODS** AND THE **COMPANY** AGREES TO SUPPLY SUCH **GOODS**.

7.5 NO LIABILITY FOR DAMAGES RESULTING FROM; UNSUITABLE OR IMPROPER USE, IMPROPER ASSEMBLY AND IMPROPER COMMISSIONING OR HANDLING BY THE **CUSTOMER** OR BY THIRD PARTIES, ANY OTHER DISREGARD OF INSTALLATION AND OPERATING INSTRUCTIONS OR OF GENERALLY ACCEPTED TECHNICAL RULES AND NORMAL OPERATIONAL WEAR AND TEAR WILL ATTACH TO THE **COMPANY**.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL THE **COMPANY**, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING PUNITIVE DAMAGES OR ATTORNEYS' FEES, WHETHER FORESEEABLE OR UNFORESEEABLE BASED ON CLAIMS OF THE **CUSTOMER** OR ITS CLIENTS OR THE **CUSTOMERS** (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR LOSS OF BUSINESS, GOODWILL, PROFITS, LOSS OF MONEY OR USE OF **GOODS** OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, IN DELICT OR OTHER WISE IN CONNECTION WITH OR ARISING OUT OF THE CONTRACT, EXCEPT IN THE CASE OF PERSONAL INJURY OR PROPERTY DAMAGE WHERE AND ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. TO THE EXTENT THE **CUSTOMER** INCORPORATES OR CAUSES OTHERS TO NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR INFRINGEMENT OF LETTERS PATENT, REGISTERED DESIGN, TRADEMARK OR COPYRIGHT RESULTING FROM SUCH INCORPORATION AND BASED UPON THE USE OF THE **GOODS** OR THE MANUFACTURE USE, SALE OR OFFER FOR SALE OF ANY **GOODS** CONTAINING SUCH **GOODS**, APPLICABLE LAW AND NOT WAIVABLE BY THE **CUSTOMER**. THE **CUSTOMER** ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM HANDLING, POSSESSION, USE, RESALE OR DISPOSAL OF THE **GOODS**.

8.2 ANY ACTION BY THE **CUSTOMER** FOR BREACH OF THE CONTRACT OR ANY OTHER CAUSES OF ACTION OF THE **CUSTOMER** EXPRESSLY ALLOWED UNDER THE CONTRACT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

8.3 THE **CUSTOMER** HEREBY EXPRESSLY WAIVES ITS RIGHT TO CLAIM PRESCRIPTION UNDER THE RELEVANT PROVISIONS OF THE PRESCRIPTION ACT No 68 of 1969, AS AMENDED FROM TIME TO TIME.

9. BREACH

In the event that the **CUSTOMER**:

9.1 Breaches any condition contained in these conditions and failing to pay any amount due and payable on due date, and having failed to rectify such breach or outstanding payment within 10 (ten) days of having been requested to do so in writing by the **COMPANY**;

9.2 Suffering any civil judgement to be taken or entered against it, causing a notice of surrender of its estate to be published in terms of the insolvency Act of 1936 (as amended)

9.3 The **CUSTOMER** dying or ceasing to exist;

9.4 The **CUSTOMER'S** estate being placed under an Order of provisional or final winding up, or provisional or final judicial management as the case may be, then and in that event, the **COMPANY** shall, without retracting from other remedies which may be available to it, be entitled to cancel this **AGREEMENT** and cancel the sale of any **GOODS** to the **CUSTOMER** without notice to the **CUSTOMER** and to rely on the provision of this clause to repossess those **GOODS** sold and delivered by the **COMPANY** to the **CUSTOMER** or to claim specific performance of all the **CUSTOMER'S** obligations whether or not such obligation would otherwise have fallen due for performance, in either event, without prejudice to the **COMPANY'S** rights to claim damages.

10. REMEDIES

The **CUSTOMER'S** exclusive remedy for shortage of the **GOODS**, damaged or defective **GOODS** (whether or not occurring as a result of the **COMPANY'S** alleged negligence) or any other cause of action arising out of the contract, including breach of warranty, is expressly limited to replacement of nonconforming **GOODS** or payment of an amount no to exceed the purchase price of the **GOODS** for which damages are claimed, at the **COMPANY'S** option. The **CUSTOMER** shall have no right to set off, to withhold payment or to make a reduction in price. The **CUSTOMER'S** remedy of replacement or refund is available only if non-conformance was not caused by the **CUSTOMER** or by accident, fire or other hazard.

11. INDEMNITY

The **CUSTOMER** agrees to indemnify, hold harmless and defend the **COMPANY** and the **COMPANY'S** directors, officers, employee's and agents, and the directors, officers, employees and agents of any of the **COMPANY'S** parent subsidiary or related company (the "**COMPANY** Indemnittees") from and against any and all claims, suits, losses, damages, costs, fees and expenses arising out of the death or injury to person or damage to property resulting from the sale, marketing or use of the **GOODS** by the **CUSTOMER**, except that such claims, suits, losses, damages, costs, fees or expenses arise or result from any negligent or wrongful act of omission of the **COMPANY**.

12. LEGAL ACTION & JURISDICTION

12.1 In the event of the **COMPANY** instructing attorneys in regard to any breach of the **CUSTOMER**, of the conditions of this **AGREEMENT**, then the **CUSTOMER** shall pay all the costs on the scale between Attorney and Client, including any costs incidental to such action instituted against the **CUSTOMER**.

12.2 The Parties do hereby consent that the Magistrate's Courts shall have jurisdiction to determine any action or proceedings which may arise under or in connection with this **AGREEMENT**.

12.3 This **AGREEMENT**, as well as the relationship between the **COMPANY** and the **CUSTOMER** is governed by the Law of the Republic of South Africa.

12.4 A certificate under the hand of the Managing Director of the **COMPANY** as to the existence and the amount of the **CUSTOMER'S** indebtedness to the **COMPANY**, as well as the amount of interest accrued thereon, and as to any other fact, matter of thing relating to the **CUSTOMER'S** indebtedness to the **COMPANY**, shall be accepted as sufficient (prima facie) proof of the contents and correctness thereof and of the amount of the **CUSTOMER'S** indebtedness for the purpose of provisional sentence or summary judgement or any other proceedings against the **CUSTOMER** in any competent Court and shall be valid and constitute a liquid document for such purposes. Furthermore, it shall not be necessary to prove the appointment of the person signing such a certificate and it shall be deemed to be sufficient particularly for the purpose of any action or any other proceeding instituted by the **COMPANY** against the **CUSTOMER**.

13. SEVERABILITY

13.1 If any of the provisions of this **AGREEMENT** are held to be invalid, the validity of the remainder of this **AGREEMENT** shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if this **AGREEMENT** did not contain the invalid term and to this end the provisions of this **AGREEMENT** and the application thereof are hereby declared to be severable.

13.2 This agreement constitutes the entire **AGREEMENT** between the Parties and no representation by either of the Parties or their agents, whether made prior or subsequent to the signing of this **AGREEMENT**, shall be binding on either of the Parties unless done in writing and signed by both Parties hereto.

14. NOTICE AND DOMICILIA

14.1 Any notices to be given to the Parties in terms of this **AGREEMENT** shall be in writing and delivered by hand during ordinary business hours or posted by pre-paid registered post to the addresses mentioned hereunder which addresses the Parties choose as their *domicilium citandi et executandi* for all purposes arising out of this **AGREEMENT**.

14.2 The **COMPANY**: Unit 4, 9 Brigatyn Avenue, Laser park, Exit 6, Honeydew 2170

14.3 The **CUSTOMER & SURETY**: the delivery address as reflected on the face of the latest delivery note issued to the **CUSTOMER**, or such other address within the Republic of South Africa as either party may choose by written notice to the other.