

1. THIS AGREEMENT

These conditions of sale ("this agreement") shall govern the supply of goods by Lurama 149(Pty) Limited, its successors or assigns ("the Company") to the Customer and shall take precedence over any other conditions which may be contained in any of the Company's documentation as well as any of the Customer's documentation and will govern all transactions between the Company and the Customer unless otherwise recorded in writing in a single document and signed by both parties.

2. CREDIT FACILITIES

- i. The Customer acknowledges that the granting of credit facilities is at sole discretion of the Company.
- ii. The Company reserves the right to suspend or withdraw the Customer's credit facilities at any time if the Customer is in default under this agreement.
- iii. The company reserves the right, by written notice to the Customer, to reduce the credit limit under the credit facilities with the consent of the Customer, provided that the Company is satisfied that the Customer will be able to meet its obligations under the increased credit limit. The credit limit that is granted to the Customer from time to time shall not be deemed to be a limit of the customer's indebtedness to the Company.

3. ORDERS FOR GOODS

- i. Orders by the customer shall constitute irrevocable offers to purchase the goods in question from the Company and shall be capable of acceptance by the Company expressly, impliedly or by the Company's conduct. The Customer may only withdraw an order if so agreed with the Company.
- ii. The Customer shall bear the risk of any errors or misunderstandings arising from oral orders. Should the Company assist in resolving any misunderstanding that might arise this does not express any acceptance of liability arising from the misunderstanding.
- iii. Deliveries to customers may vary in time and the Company shall not be held liable for any loss, expenses or liability incurred resulting from a delivery not reaching a customer by a designated time.
- iv. Any orders placed after the allotted time are subject to the discretion of the Company on date or time of delivery.

4. PRICES

- i. Subject to the remaining provisions of this clause, the price of the Company's goods will be that reflected on the pricelist given to the Customer or that reflected in a written quotation that the Company has provided to the Customer which the Customer accepted within the period for which the quotation was valid or, failing the above, the Company's official list price ruling at the date of delivery of the goods.
- ii. The Company reserves its right to vary any quoted price by adding thereto the increased costs to it, which are beyond it's control, of any goods and a written statement by a director of the Company shall be prima facie proof of such increase and binding on the Customer.
- iii. Prices quoted in a currency other than South African currency will be as stated in the corresponding invoice.
- iv. The Customer will be liable to pay the Company general sales, value added or similar taxes and any duties or surcharges that are levied in respect of the goods at the rate prevailing at the date of delivery.

5. PAYMENT

- i. The Customer shall effect payment to the Company within 30 (thirty) days from date of the Company's Statement.
- ii. All payments shall be made in the currency reflected on the invoice. The Customer carries any risk associated with or arising from the method elected to effect payment to the Company.
- iii. The Customer shall not be entitled, for any cause whatsoever, to withhold, deduct from or defer any amounts due to the Company. All Payments shall be free of set-off.
- iv. The Company may appropriate all payments received without a remittance advice from the Customer to any such outstanding amounts as it deems fit.
- v. Should any amount not be paid by the Customer on due date, then the whole amount in respect of all purchases by the Customer shall become due, owing and payable, irrespective of the dates when the goods were purchased. In addition to the above, the Company shall be entitled to

- vi. suspend all further deliveries of goods until such time as all outstanding amounts have been settled in full by the Customer.
- vii. The Company reserves the right at any time to call for satisfactory guarantees from the Customer for payment of any amounts due or which may become due to the Company. If such guarantees are not supplied within 14 (fourteen) days of the Company's written request, the Company shall be entitled to suspend further deliveries to the Customer until it receives the requested guarantee and/or all amounts owing by the Customer to the Company shall be immediately become due and payable.

6. DELIVERY

- i. Date of delivery will be deemed to be the date when the goods are delivered to the Customer's nominated delivery address or the date on which the Company notifies the Customer that the goods are available for collection. If the Customer does not nominate a delivery address, delivery shall be effected, at the Company's discretion, at the Customer's principle or nearest place of business.
- ii. Any third party who collects the goods from the Company will be deemed to be the Customer's authorized agent.
- iii. The Company may effect delivery in one or more instalments and each instalment shall be treated as a separate transaction.
- iv. Short delivery of orders shall not incur an automatic back order.
- v. Time shall not be of the essence in respect of any orders. The Customer shall not be entitled to cancel any order because of a delay in delivery and the Company shall not be liable for any damages or liabilities incurred for failure to effect delivery timeously for any reason.
- vi. If the Customer delays the delivery of the goods, The Company at its sole discretion, will be entitled to charge the Customer a daily storage fee until such time as the goods can be delivered to the Customer or the Company may cancel the transaction and recover whatever damages it has suffered as a result of the Customer's breach.
- vii. The Customer warrants that the signatory to any tax invoice, delivery note or any other documentation of the Company made out in the name of the Customer is duly authorized to bind the Customer in relation to the transaction and shall also constitute prima facie proof of the proper delivery of the goods to the Customer.

7. RISK AND OWNERSHIP

- i. The risk pertaining to the goods shall pass to the Customer on the date of delivery from which point onwards the Customer shall be responsible for transporting, handling or storing the goods as prescribed by the Company or by law. If the Company delivers the goods to the Customer, the Customer shall be responsible for the offloading of the goods and if the Customer collects the goods from the Company, the Customer shall be responsible for the loading of the goods.
- ii. Ownership in the goods shall remain vested in the Company until the full purchase price for such goods is paid to the Company.
- iii. The Company shall have the right to recover the goods from the Customer in the event of non-payment.

8. QUALITY SPECIFICATIONS

- i. Notwithstanding the description of the goods ordered, or product or catalogue number, the Company reserves the right to supply goods ordered at the current specifications at the date of delivery. Repeat orders by a Customer are subject to this provision.
- ii. Goods are sold and information and advice given on the understanding that the Customer is solely responsible for determining the suitability of the goods for the intended use.
- iii. Notwithstanding any representations, guarantees and specifications made by the Company in respect of the goods or which may be contained in catalogues, brochures, labels and other sources of information relating to the goods, the Customer is required to examine, test and evaluate the goods before using the goods in any process of manufacture or production or for mixing with or addition to any other product/s.
- iv. It is the responsibility of the Customer to ensure that they are aware of any possible allergens that might be contained in the goods purchased, and that the Company cannot be held liable for any consequential liability, losses, death or disability caused due to a lack of care given thereto.

9. DISCREPANCIES

- i. The Customer shall notify the Company in writing within 3 (three) calendar days from the date of delivery that the goods delivered are defective, short delivered, damaged or not in accordance with the order, indicating the invoice number, the description of the goods, pack size, the expiry date and the quantity of each of the goods with the details of the complaint.
- ii. Unless the Customer gives notice to the Company in the aforesaid manner, the Company shall not be liable for any of the aforesaid discrepancies provided that receipt of the aforesaid written notice shall only constitute proof of notification and not of the discrepancy.
- iii. Once the Company has satisfied itself of the validity of the Customer's complaint it will determine, in its absolute discretion, the manner in which it resolves such complaint.
- iv. Provided that the Customer has complied with this clause and the Company has accepted the Customer's complaint, the Customer shall deliver the goods in question to the Company at the address reflected on the Company's corresponding invoice within 10 (ten) days of being requested to do so by the Company.
- v. If notwithstanding the exercise of reasonable care, the Customer could not reasonably have become aware of any damage to or defect in the goods within the period referred to in clause 9.1, the Company may at its discretion be prepared to extend the period provided that full details are given in writing as to the reasons why the damage or defect was not detected earlier.

10. RETURNS

- i. Goods sold by the Company are sold voetstoots and not returnable save with the written consent of the Company, in the form of a collection note issued by the Company.
- ii. Should the Company, in its absolute discretion, elect to accept return of any goods, it will furnish the Customer with a Goods Returned Note and the goods must immediately be returned to the Company at the Customer's expense with the corresponding invoice and delivery note, undamaged and in the same condition as they were in at the date of delivery. The risk in the goods shall remain with the Customer until the goods are received and accepted by the Company.
- iii. The Company reserves the right not to accept any goods that do not comply with the above provisions.

11. WARRANTIES

- i. At the request of the Customer or at the Company's instance, the Company may from time to time issue or grant specific guarantees or undertakings or enter into specific arrangements with the Customer for or in respect of delivery dates, specifications relating to the goods, the use of the goods for a particular purpose, quality of the goods or in respect of other matters. Such specific guarantees, undertakings or arrangements shall however only be applicable if contained in writing and signed by an official of the Company.
- ii. Any guarantees or undertakings will only be applicable to goods that the Customer has stored under the prescribed conditions, reconstituted under the prescribed conditions or used for the purposes for which they were intended or as prescribed by the Company. In addition, said guarantees/undertakings will be relevant to goods used prior to expiration or subjected to the necessary evaluation and control tests.
- iii. Save for the above guarantees or undertakings and save for what is expressly set out in this Agreement, the Company shall not be bound by any other warranties, guarantees or undertakings, whether expressed or implied.

12. BREACH

If the customer breaches any provision of this Agreement, or fails to pay any amount on its due date, or suffers any civil judgment being taken or entered against it, or commits an act of insolvency, or is placed under sequestration, liquidation or judicial management (whether provisional or final, voluntary or compulsory), or makes or attempts to make any general offer of compromise with any of its creditors or permit execution to be levied against the customer by any one or more of the Customer's creditors or sells its business or changes the structure of its ownership, the full outstanding amount becomes immediately due and payable and the Company shall, without prejudice to any other remedies that it has available to it in terms of this Agreement or in law, and without any notice to the Customer, be entitled to:

- i. Suspend or cease performance of its obligations to the Customer until the Customer's breach has been remedied; and/or
- ii. Summarily cancel the sale of any goods to the Customer; and/or Repossess any goods which have not been paid for; and/or
- iii. Summarily cancel this Agreement or claim specific performance of all the Customer's obligations whether or not such obligations have fallen due for performance, in all events without prejudice to the Company's rights to claim damages.

13. FORCE MAJEURE

The Company will not be liable to the Customer for failing to perform its obligations in terms of this Agreement as a result of an act of God or any cause beyond its control.

14. LIMITATION OF LIABILITY

- i. Except as specifically provided for in this Agreement or in any written document signed by a duly authorized Company Official, the Company shall not be liable under any circumstances for any loss or damage of any nature and howsoever arising which may be suffered by the Customer as a result of or in connection with any transaction contemplated herein, the goods or the use or application of the goods, whether direct, indirect, consequential, delictual or otherwise.
- ii. Any direct liability that attaches to the Company will not exceed the total price paid or due to be paid by the Customer for the goods that form the subject matter of such claim.
- iii. The Customer hereby indemnifies the Company for and holds it harmless against any claim made against the Company by a third party arising from the goods supplied by the Company to Customer or the Customer's use of such goods.

15. CESSION

- i. The Customer shall not be entitled to cede its rights or assign its obligations under this Agreement.
- ii. The Company has the right at any time and from time to time, without the Customers' consent to cede, assign and transfer all or any of its rights, title and interest in and to this claim or debt, to and in favour of third parties. The aforesaid right includes the right to delegate any obligation of this document or any suretyship signed by any surety on behalf of the Customer, with the necessary changes. To the extent that any cession, assignment, transfer of delegation aforementioned constitutes or results in a splitting of claims that requires the Customers consent, the Customer hereby consents thereto.

16. COPYRIGHT

The Company is the owner of the copyright and all other intellectual property rights that vest in the Company's catalogues, on-line software and its website. No part of the foregoing may be used by the Customer for any purpose other than the ordering of goods from the Company. The Customer shall not copy or reproduce any parts of the foregoing without the express written consent of the Company.

17. DOMICILIUM

- i. The Customer's physical address as set out in the application section of this Agreement will constitute the Customer's chosen domicilium citandi et executandi.
- ii. The Customer may change its domicilium by furnishing the Company with 7 (seven) day written notice of its new physical address.

18. LEGAL PROVISIONS

- i. This Agreement and all transactions between the Customer and the Company shall be governed by and decided upon in accordance with the laws of the Republic of South Africa.
- ii. In terms of Section 45 of the Magistrate's Court Act no 32 of 1944 as amended ('the MCA'), the Customer hereby agrees that the Company shall be entitled to institute legal proceedings for the recovery of any moneys owing hereunder in the Magistrate's Court of any district, which by virtue of the said act has jurisdiction over the Customer against whom the said legal proceedings have been instituted. Notwithstanding the aforesaid the Company shall be entitled, at its election, to institute proceedings against the Customer in the High Court of South Africa and recover costs on the attorney and own clients scale of the High Court.

- iii. A certificate issued by any manager of the Company, whose authority, appointment and signature it shall not be necessary to prove, that purports to certify any indebtedness of the Customer to the Company, delivery of the goods to the Customer, or any other fact shall constitute prima facie proof of such indebtedness or delivery or such other fact.
- iv. The Customer shall be liable for the Company's legal fees in the event of the Company enforcing or defending its rights hereunder on an attorney and own client scale, including Counsel's fees on brief, tracing agent's fees, commission collection and all other charges relating to recovery.

19. GENERAL

- i. This Agreement constitutes the entire agreement between the parties. No party shall be entitled to rely upon any term, warranty, guarantee, condition or representation, unless it is contained herein.
- ii. No amendment of this Agreement and no extension of time, waiver or relaxation of any of the provisions of this Agreement shall be binding, unless recorded in a single document signed by both parties. No relaxation or indulgence shall prejudice or be deemed to be a waiver of any of the Company's rights hereunder.
- iii. Each provision of this Agreement is severable, the one from the other. If any provision is found to be defective, unlawful or unenforceable for any reason, the remaining provisions shall continue to be of full force and effect.
- iv. The rule of construction that this Agreement be interpreted against the party responsible for drafting this document shall not apply.

20. DISCLOSURE OF INFORMATION

- i. The Customer hereby consents and grants authority to the Company to conduct credit checks, searches and the like with any credit agency or party which the Company may at its discretion consider expedient or necessary, inter alia, for the purpose of ascertaining the credit worthiness of the Customer or in order to trace the Customer or any of its assets.
- ii. The Customer acknowledges that the application for and existence of any account with the Company may be recorded by credit agencies and details of the conduct of the account may be given to and duly recorded by and shared with other persons for various reasons. The Company shall be entitled to record any adverse credit report with any agency or person.
- iii. The Customer hereby waives any claim and indemnifies and holds the Company harmless against any claim for any nature and howsoever arising from the aforesaid instances.

21. CESSION OF DEBTORS

As collateral security for the discharge of the Customers obligation, the Customer hereby cede, assign and make over to the Company all its right, title and interest in and to each and every sum or sums of money now owing or hereafter to become owing by any third-party debtor to the Customer or any other person or entity including but not limited to a debtor of the Customer in respect of moneys lent and advanced to the debtor or any other person or entity including but not limited to the debtor ("claims"), which the Customer hereby irrevocably undertakes not to withdraw from the debtor or any other person or entity including but not limited to the debtor without the prior written consent of the Company. The Customer further agree that, if prior to signing this application ceded its right, title and interest in and to the claims to any other natural or juristic person, this cession shall be a cession of all the customers reversionary rights in and to the claims after payment of all amounts secured by the prior cession/s or after the prior cessionary/ies, for any reason or in any manner, has/have lost, abandoned or relinquished any rights hereunder.

22. WAIVER

No extension of time, relaxation of any of the provisions of this terms and conditions, condonation of any breach or any other indulgence by the Company shall be deemed to be a novation, estoppel or waiver or shall in any other way prejudice the Company's rights against the Customer. Any indulgence which the Company may grant the Customer, shall not in any way prejudice any of the Company's rights, more particularly no act of the company in accepting payment after the due date or accepting a lesser sum than the amount referred to herein, shall be construed as a waiver by the Company of any of its rights hereunder.