

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF REMA TIP TOP & DUNLOP GROUP OF COMPANIES

IN THIS AGREEMENT, THERE ARE CERTAIN CLAUSES OF SIMILAR FONT TO THIS TEXT WHICH CONTAINS PROVISIONS THAT MAY HAVE THE EFFECT OF (I) LIMITING THE RISK OR LIABILITY OF THE SELLER 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 SELLER 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. **GENERAL**
- 1.1. All contracts are exclusively subject to our terms and conditions of delivery and sale, the Seller rejects any general and conditions of the customer to the contrary or deviating from our terms and conditions unless the Seller has expressly consented to their validity in writing.
- 1.2. In the event of a conflict between these terms and conditions and any other terms and conditions of the Seller, then the latter shall take precedence.
- 1.3. All moulds, designs, drawings, sketches, models or samples and the rights therein remain the Seller's property, shall be treated as strictly confidential, shall not be divulged to third parties without the Seller's written consent and must be returned immediately upon the Seller's request.
- 1.4. 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.
- 1.5. 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.
- 1.6. Accordingly, purported amendments by the Purchaser are ineffective and the return of the Purchaser's standard order acknowledgement or the Purchaser's own conditions of sale do not constitute the Seller's agreement to any amendment to the Agreement.

### PRICE / TERMS OF PAYMENT

- 3.1. Price lists issued by the Seller from time to time, are for information only and do not constitute offers for sale.
- 3.2. Save insofar as may be otherwise specifically agreed in writing to the contrary by the Seller, orders are accepted only at prices and transport tariffs ruling on that date of dispatch.
- 3.3. Unless agreed otherwise, the Goods are sold "ex works" (Incoterms 2000), exclusive of packaging, delivery, assembly/commissioning, customs duties, insurance.
- 3.4. All prices shall specifically exclude Value Added Tax (VAT) and any other taxes that may be levied in respect of the Goods.
- 3.5. All prices shall be in the agreed currency confirmed in the quotation, order and/or invoice.
- 3.6. The Seller reserves its rights to effect price increases from time to time without notification to the Purchaser. The onus shall be on the Purchaser to remain informed of the prices of the Seller. No Seller employee, official, agent or nominee shall have the authority to effect or authorise any discounting of the price of the Goods save a Director of the Seller.
- 3.7. The Seller 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 Purchaser's conduct.
- 3.8. If any discount is agreed to as required in 3.6 above, it shall only be allowed if payment is received by the Seller on or before the due date and shall apply to the actual price of the Goods themselves.
- 3.9. It is specifically agreed and recorded that interest on overdue accounts shall be at the maximum rate as permitted by law.
- 3.10. 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.
- 4.1. Incoming payments shall be set off against the oldest debt at the time. The Purchaser shall be entitled to make a set-off only if the Purchaser's counterclaims have been recognised by a court order, or are uncontested.
- 4.2. A charge of R100.00 will be levied for each payment not made at or before the due time of payment thereof.
- 4.3. Where specifications, illustrations and other particulars are supplied by the Purchaser, the price is made on estimates of quantities required, and the Seller reserves the right to over or under supply such custom-made Goods up to ten percent (10%) of the quantity ordered. Should there be any adjustments in quantities above or below the quantities estimated by the Seller and set out in a quotation, then any such increase or decrease shall be adjusted on a unit rate according to unit prices set in the Schedule, and the Purchaser shall bear such costs.
- 4.4. The Seller reserves the right to extend credit facilities to Purchasers from time to time without any obligation to do so notwithstanding having extended such facilities in the past to any Purchaser.
  - 4.4.1. Where the Seller 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 Seller.
  - 4.4.2. The monthly accounts of the Seller are closed on the 25<sup>th</sup> day of each month. Payment must be credited to the banking accounts of the Seller by the 25<sup>th</sup> day of the following month.
- 4.5. Credit facilities shall only be afforded to Purchasers after completion of the necessary documents required by the Seller and having provided the Seller with the required guarantees/suretieships.
- 4.6. The Seller reserves its right to, at any time and after having provided the Purchaser with reasonable notice, and reasonable notice to be deemed to be 5 (five) days, advise that credit facilities to a Purchaser by the Seller will be terminated, and the Seller will be under no obligation whatsoever to provide any reasons for such termination.
- 4.7. It is specifically agreed and recorded that, at all material times, it shall be the sole prerogative of the Seller to decide to which Purchasers it would be willing to extend credit facilities, it specifically being understood by Purchasers that any differentiation shall not be deemed to be discriminatory, but shall be deemed to form part of the Seller's internal credit risk mitigation policy.
- 4.8. The Seller shall be entitled to refuse sale of the Goods to any Purchaser in the event of overdue accounts owing by the Purchaser to the Seller or in the event that a Purchaser is not able to obtain/provide satisfactory guarantees/suretieships. It is specifically recorded and agreed that any late payments by a Purchaser shall constitute an automatic breach of any credit facility agreement entered into between the Seller and the Purchaser and provided to the Purchaser by the Seller and accordingly, the Seller reserves the right at any time to refuse any further sale of Goods to the Purchaser 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 Purchaser.
- 4.9. IT IS SPECIFICALLY RECORDED AND AGREED THAT THE PURCHASER WAIVES ALL CLAIMS AGAINST THE SELLER FOR ANY DAMAGES OR LOSSES THAT IT MAY SUFFER AS A RESULT OF THE REFUSAL OF THE SELLER TO SELL GOODS TO THE PURCHASER IN THE EVENT OF AN OVERDUE ACCOUNT, OR IN CONNECTION WITH ANY OTHER DISPUTE WHATSOEVER ARISING OUT OF PAYMENT FOR GOODS.

### DELIVERY & RISK

- 5.1. Time of delivery shall not be of the essence in this Agreement.
- 5.2. WHILEST EVERY EFFORT WILL BE MADE TO DISPATCH AND DELIVER THE GOODS AS ADVISED, THE SELLER 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 PURCHASER AS A RESULT OF ANY DELAYS IN THE DELIVERY OF THE GOODS THAT MAY OCCUR, SAVE TO THE EXTENT THAT THE SELLER MAY BE LIABLE FOR ANY LOSSES IN TERMS OF SECTION 47 OF THE CONSUMER PROTECTION ACT 68 OF 2008 AS AMENDED.
- 5.3. The Purchaser shall not be entitled to cancel any order because of such delay.
- 5.4. Should the Seller be prevented from the performance of any of its obligations because of Force Majeure, or any cause whatsoever beyond the control of the Seller, the Seller 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.
- 5.5. Unless otherwise agreed in writing, delivery and passing of the risk in the Goods shall be deemed to have taken place when the Goods are offloaded at the Purchaser's premises.
- 5.6. The Seller 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 Seller's control.
- 5.7. The Seller's deliveries shall be effected "ex works" for the account and at the risk of the Purchaser. Transport insurance shall be arranged at the Purchaser's written request and for its account. The Seller shall have the right to demand a prepayment on the insurance premium by the Purchaser. In the absence of specific instructions by the Purchaser, the Seller shall determine the shipping route and carrier. The transport packaging shall be product-related and consider the statutory regulations as may be made from time to time. The Seller shall bear the packing charges, which shall be determined at the Seller's discretion. The packaging shall be taken back at the Purchaser's request and expense.

### RESERVATION OF OWNERSHIP

- 6.1. The Seller shall reserve ownership of Goods delivered, until receipt of all payments due in terms of this Agreement. Further, the Seller reserves ownership of retained Goods until the Purchaser has paid any further payments due in terms of this Agreement of whatever nature.
- 6.2. If the Purchaser defaults in payment, he shall deliver the Goods to the Seller upon receipt of notice by the Purchaser from the Seller, without undue delay.
- 6.3. The Seller 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 Purchaser and to rely on the provisions of this clause to repossess those Goods sold and delivered by the Seller to the Purchaser or to claim specific performance of all the Purchaser's obligations whether or not such obligations would otherwise have fallen due for performance, in either event, without prejudice to the Purchaser's rights to claim damages.
- 6.4. The Purchaser undertakes to handle the delivery items with care and is obliged to insure them adequately at the reinstatement value against damage caused by fire, water, and theft at his expense.
- 6.5. In case of attachments or other intervention by third parties, the Purchaser shall inform the Seller in writing without undue delay. The Purchaser shall be liable to us for the judicial and extra-judicial costs of any necessary action pursuant to third-party action against execution.
- 6.6. The Purchaser herewith assigns the amounts owed to it from the resale of the Goods subject to reservation of ownership of the Seller. Such amounts owed shall serve the Seller as a security to the same extent as the Products under reservation of ownership.
- 6.7. Any processing, altering or manufacturing of the Products under retention of ownership by the Purchaser shall be carried out for the Seller, without committing the Seller to any obligations in any way. Should items be utilised by the Purchaser which do not belong to the Seller, the Seller shall be entitled to co-ownership in the new object in proportion of the invoice value of the reserved Products to the value of the other items at the time of processing.

### RETURN OF GOODS

- 7.1. A PRECONDITION OF THE WARRANTY RIGHTS (CLAIMS BASED ON DEFECTS) OF THE PURCHASER IN TERMS OF THE AGREEMENT IS THAT A PURCHASER 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 PURCHASERS SHALL ALSO EXAMINE ITEMS AT THEIR OWN EXPENSE AND THEN NOTIFY THE SELLER OF APPARENT DEFECTS INCLUDING WRONG DELIVERIES OR INSUFFICIENT QUANTITIES IN WRITING AND WITHOUT UNDUE DELAY. FOR NON-MERCHANTS NOTIFICATION, MUST BE GIVEN WITHIN A PERIOD OF (14) FOURTEEN DAYS.

- 7.2. If the Purchaser notifies the Seller as such, the Purchaser shall arrange for a fact finding immediately upon receipt. The results shall be forwarded to the Seller directly.
- 7.3. SHOULD THERE BE AN ALLEGATION THAT ANY GOODS ARE UNSAFE, OR DEFECTIVE THE SELLER 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 PURCHASER BY THE SELLER. THEREFORE, IF NO SUCH NOTIFICATION IS RECEIVED IN TERMS OF CLAUSE 8.1 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.
- 7.4. If the Seller receives notification in terms of clause 7.1 above and it is satisfied that the Goods are defective or do not conform to specifications, then the Seller will, at the Purchaser's election, replace such quantity of Goods with an equal quantity of Goods or refund the applicable portion of the purchase price to the Purchaser against return of the defective portion of the Goods (the return to be made at the Seller's risk and expense).
- 7.5. The Purchaser may not however return to the Seller any Goods for any reason whatsoever unless:
  - 7.5.1. the parties have agreed in writing to such return and to the conditions of such return;
  - 7.5.2. the Goods are being returned in accordance with the provisions of clauses 7.1 and 7.4 above;
  - 7.5.3. the Goods were intended to satisfy a particular purpose communicated to the Seller 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 Seller has been notified of this within that time period.
- 7.5.4. the Purchaser was not permitted to inspect the Goods upon delivery thereof;
- 7.5.5. the Purchaser is exercising its right to cool-off in terms of section 16 of the Consumer Protection Act 68 of 2008 as amended.

### REPRESENTATION AND WARRANTIES

- 8.1. For a period of six months from the date of the Purchaser's receipt of the Goods sold hereunder, the Seller warrants that such Goods shall be of the Seller's standard quality and are reasonably suitable for the purposes for which they are generally intended. The Seller makes no other warranty of any kind, express or implied, including without limitation, any warranty of merchantability, or non-infringement. The Seller 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 severe temperatures, or Goods that have been subjected to improper maintenance, abuse, misuse, abnormal usage, or accident.
- 8.2. THE PURCHASER WARRANTS THAT IT SHALL FULLY COMPLY WITH ALL CLAIM DIRECTIONS FOR THE HANDLING, STORAGE, POSSESSION OR USE OF THE GOODS SOLD HEREUNDER AND THE PURCHASER AGREES THAT IT SHALL INDEMNIFY AND HOLD THE SELLER HARMLESS FROM ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM ANY NEGLIGENCE, RECKLESSNESS OR WILFUL MISCONDUCT ON THE PART OF THE PURCHASER OR FROM ANY FAILURE OF PURCHASER TO COMPLY WITH THE TERMS OF THIS WARRANTY.
- 8.3. WHILEST THE SELLER SHALL TAKE ALL REASONABLE STEPS TO ENSURE THAT THE GOODS TO BE SOLD AND DELIVERED TO THE PURCHASER IN TERMS HEREOF ARE MANUFACTURED IN ACCORDANCE WITH THE PURCHASER'S SPECIFICATIONS, THE SELLER DOES NOT WARRANT THAT THE SAID GOODS WILL BE FIT FOR THE SPECIFIC PURPOSE FOR WHICH THE PURCHASER INTENDS TO USE THE SAID GOODS, AND THE PURCHASER ACCORDINGLY ABSOLVES THE SELLER FROM ANY LIABILITY WHATSOEVER AS A RESULT OF THE SAID GOODS NOT BEING FIT FOR THE PURPOSE FOR WHICH THE PURCHASER INTENDS TO USE THE SAID GOODS, UNLESS THE PURCHASER HAS SPECIFICALLY INFORMED THE SELLER IN WRITING OF THE PARTICULAR PURPOSE FOR WHICH THE PURCHASER WISHES TO ACQUIRE ANY GOODS OR THE USE TO WHICH THE PURCHASER INTENDS TO APPLY THOSE GOODS AND THE SELLER AGREES TO SUPPLY SUCH GOODS.
- 8.4. NO LIABILITY FOR DAMAGES RESULTING FROM: UNSUITABLE OR IMPROPER USE, IMPROPER ASSEMBLY AND IMPROPER COMMISSIONING OR HANDLING BY THE PURCHASER 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 SELLER.
- 8.5. The Purchaser's exclusive remedy for shortage of the Goods, damaged or defective Goods (whether or not occurring as a result of the Seller'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 not to exceed the purchase price of the Goods for which damages are claimed, at the Seller's option. The Purchaser shall have no right to setoff, to withhold payment or to make a reduction in price. The Purchaser's remedy of replacement or refund is available only if non-conformance was not caused by the Purchaser or by accident, fire, or another hazard.
9. **LIMITATION OF LIABILITY**
- 9.1. IN NO EVENT, SHALL THE SELLER, 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 PURCHASER OR ITS CLIENTS OR THE PURCHASERS (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 OTHERWISE 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 PURCHASER INCORPORATES OR CAUSES OTHERS TO INCORPORATE THE GOODS IN ITS OWN GOODS OR THE GOODS OF ANY THIRD PARTY, THE SELLER SHALL 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, EXCEPT AS SUCH LIABILITY FOR THIRD PARTY CLAIMS FOR INFRINGEMENT IS EXPRESSLY REQUIRED BY APPLICABLE LAW AND NOT WAIVABLE BY THE PURCHASER. THE PURCHASER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM HANDLING, POSSESSION, USE, RESALE OR DISPOSAL OF THE GOODS.
- 9.2. ANY ACTION BY THE PURCHASER FOR BREACH OF THE CONTRACT OR ANY OTHER CAUSES OF ACTION OF THE PURCHASER EXPRESSLY ALLOWED UNDER THE CONTRACT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
- 9.3. THE PURCHASER 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.

### BREACH

- 10.1. If the Purchaser:
  - 10.1.1. 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 Seller;
  - 10.1.2. suffers any civil judgment 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);
  - 10.1.3. dies or ceases to exist;
  - 10.1.4. is placed under an Order of provisional or final winding up, or provisional or final business rescue as the case may be, then, and in that event, the Seller 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 Purchaser without notice to the Purchaser and to rely on the provisions of this Agreement to repossess those Goods sold and delivered by the Seller to the Purchaser or to claim specific performance of all the Purchaser's obligations whether or not such obligations would otherwise have fallen due for performance, in either event, without prejudice to the Seller's rights to claim damages.
11. **INDEMNITY**
- 12.1. The Purchaser hereby indemnifies, holds harmless and defends the Seller and the Seller's directors, officers, employees and agents, and the directors, officers, employees and agents of any the Seller's parent, subsidiary or related company 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 any service performed by the Seller or the purchase, on sale, marketing or use of the Goods by the Purchaser.
- 12.2. The Seller has no liability if any service, goods, written material, name, style, mark, patent, design, drawing, label, or work, ordered by the Purchaser, or the application of the goods ordered by the Purchaser, contravenes or infringes any law, regulation, or rights of third parties. The Purchaser indemnifies the Seller against all claims and costs attributable to any such contravention or infringement.

### LEGAL ACTION, JURISDICTION & DOMICILIUM

- 13.1. In the event of the Seller instructing attorneys regarding any breach of the Purchaser, of the conditions of this Agreement, then the Purchaser shall pay all the costs on the scale between Attorney and Client, including any costs incidental to such action instituted against the Purchaser.
- 13.2. The Purchaser agrees that all contracts for goods sold by Seller to the purchaser shall be deemed to have been entered into and performed in Benoni, Gauteng and insofar as may be necessary, the Purchaser shall consent to the jurisdiction of the Gauteng Local Division of the High Court of South Africa.
- 13.3. The Parties do hereby consent that the Magistrate's Court shall have jurisdiction to determine any action or proceedings which may arise under or in connection with this Agreement.
- 13.4. This Agreement, as well as the relationship between the Seller and the Purchaser is governed by the Law of the Republic of South Africa.
- 13.5. A certificate under the hand of a Director of the Seller as to the existence and the amount of the Purchaser's indebtedness to the Seller, as well as the amount of interest accrued thereon, and to any other fact, matter or thing relating to the Purchaser's indebtedness to the Seller, shall be accepted as sufficient (*prima facie*) proof of the contents and correctness thereof and of the amount of the Purchaser's indebtedness for the purpose of provisional sentence or summary judgement or any other proceedings against the Purchaser 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 any action or any other proceeding instituted by the Seller against the Purchaser.
- 13.6. 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.
- 13.7. The Seller: 20-24 Lincoln Road, Nestadt Industrial Sites, Benoni 1500.
- 13.8. The Purchaser: The delivery address as reflected on the face hereof.

### FORCE MAJEURE

- 13.13. Notwithstanding anything contained in this Agreement shall in consequence of fire, explosion, accident, strike, lock-out, war (declared or undeclared), riot, Acts of God or State's Enemies, action of any Governmental Authority or any cause beyond its control, fail to perform or observe any of the terms hereof and on its part to be performed or observed, then such failure to the extent to which it is attributable to any cause aforesaid shall not constitute a breach of this Agreement.