

## Terms and Conditions of Trading

### 1. **DEFINITIONS**

- 1.1 In this Agreement unless the context indicates otherwise, words importing:
- 1.1.1 any one gender shall include the other genders;
  - 1.1.2 the singular shall include the plural and vice versa;
  - 1.1.3 any reference to a natural person shall include a reference to a juristic person and vice versa;
  - 1.1.4 clause headings shall be utilised for convenience purposes only and shall not be utilised in the interpretation of this Agreement;
- 1.2 The undermentioned terms shall have the meanings set out hereunder:
- 1.2.1 "Agreement" means this credit application and all schedules and annexures thereto;
  - 1.2.2 "Customer" means the person to whom the Supplier intends granting credit facilities as is more fully described in the Schedule hereto;
  - 1.2.3 "Day" means any day other than a Saturday, Sunday or Public Holiday in the Republic of South Africa, and business day shall have a corresponding meaning;
  - 1.2.4 "Goods" means the Goods purchased from time to time by the Customer from the Supplier as indicated on the Supplier forms, price lists, and quotations, and shall where necessary include imported Goods;
  - 1.2.5 "Imported Goods" means those Goods purchased by the Customer from the Supplier and which are supplied from outside the Republic of South Africa;
  - 1.2.6 "MCOA" means a Master Certificate of Analysis, comprising a written report confirming that a particular batch of Goods identified by a unique batch number has:
    - 1.2.6.1 been manufactured utilising suitable raw materials and manufacturing processes.
    - 1.2.6.2 been manufactured utilising correct formulae;
    - 1.2.6.3 a suitable match to the Certificate of Analysis of the raw materials provided by the suppliers of all such materials, and that the end Goods are therefore of a sufficient merchantable quality and fit for the use of its intended purpose.
  - 1.2.7 "Ordinary Day" means days inclusive of all weekends and public holidays;
  - 1.2.8 "The Supplier" means Reitzer Healthcare (Pty) Ltd trading as Reitzer Healthcare, registration number 2017/114978/07, a private company duly registered and incorporated in terms of the Companies Act of the Republic of South Africa;
  - 1.2.9 "The Credit Act" means the National Credit Act Number 34 of 2005 and the regulations promulgated in connection therewith.

### 2. **GRANT OF CREDIT**

- 2.1 The Supplier retains a discretion as to the circumstances under which it will agree to extend a credit facility to the Customer, and the amount of the facility to be granted. The Supplier's decision as to whether it will grant a credit facility will be determined inter alia having regard to its customary risk management practices.
- 2.2 Where the Supplier has declined to offer the Customer a credit facility, or determined to amend or cancel an existing facility, the Supplier agrees to provide the Customer with the dominant reason underpinning the reason for its refusal, or for its decision to amend or cancel. Where the Suppliers' decision is based upon an adverse credit report received from a Credit Bureau, the Supplier undertakes to advise the Customer in writing of the name, address and contact particulars of that Credit Bureau.

### 3. **PRICE AND PAYMENT**

- 3.1 Unless otherwise agreed in writing, all Goods will be supplied at the ruling price on the date of dispatch from the factory, warehouse or branch.
- 3.2 The Supplier reserves the right to vary the price of its Goods from time to time.
- 3.3 All pricing is subject to change on 30 ordinary days' notice, which will be given in writing.
- 3.4 In addition prices are subject to adjustment for any increases in the cost of Goods and/or delivery that may arise between the date of quotation and the delivery of the Goods, arising directly or indirectly from any cause whatsoever, whether statutory or otherwise.
- 3.5 Quotations remain valid for a period of 30 (thirty) ordinary days from the date of quotation, or until the date of issue of a new price in respect of the Goods, whichever occurs first. All quotations are subject to availability of the Goods.
- 3.6 Quotations may be changed at any time before acceptance by the Customer.
- 3.7 The price of the Goods sold to the Customer is not subject to any discounts unless otherwise agreed in writing by the Supplier.
- 3.8 All Goods and services are quoted in South African Rands. The Rand price is calculated using the Rate of Exchange reflected on the quotation or price list. With respect to imported Goods, notwithstanding the price of the Goods reflected on the Supplier's quotation or price lists, should the Rate of Exchange deteriorate by more than 4% between the date of quotation and date of invoice, the order will be invoiced based on the closing spot rate of the Supplier's Bankers, on the day immediately prior to the invoicing date. The Customer agrees to become liable to effect payment to the Supplier of the amended price.
- 3.9 On placement of the order the Customer may request the Supplier, in writing, to purchase Forward Cover. The Supplier will then purchase the Forward Cover for the order and confirm the fixed Rate of Exchange and provide the Customer with revised pricing based on the fixed Rate of Exchange.
- 3.10 Payment terms are strictly Cash on Delivery ("COD") save for where the Customer is a credit approved Customer, in which case the Customer shall become liable to effect payment for the Goods ordered within a period of 30 (thirty) ordinary days from the date appearing on the Supplier's statement/invoice. Statements/Invoices shall be provided in writing to the Customer on a monthly basis.
- 3.11 Accounts run from the 26th to the 25th of the following month.
- 3.12 Payments must be received by the 25th of the month. Should the 25th fall on a Saturday, Sunday or public holiday then payment must be made by the preceding Friday.
- 3.13 The Supplier shall at its discretion give a settlement discount equivalent to 2.5% on accounts paid within the 30 (thirty) day period and by the date referred to in 3.11 and 3.12.

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- 3.14 No Cash / Cheque deposits will be accepted, only EFT payments. All bank charges due to Cash / Cheque deposits will be for the Customer's Account plus an additional R500.00 Administration Fee.
- 3.15 Minimum order values will apply for free Delivery (refer to Delivery Charges Document)
- 3.16 Should the Customer fail to pay any amount outstanding on the due date, or make payment in an amount less than that due, the Supplier shall be entitled forthwith to demand that the whole amount then outstanding in respect of all purchases made by the Customer (irrespective whether the sum is due for payment or not) shall immediately become due, owing and payable.
- 3.17 The Customer agrees that interest shall accrue in arrears on all overdue amounts at the rate equivalent to the prime lending rate plus 2% (two percent) as charged by the Supplier's bankers on overdraft account of their most favoured commercial clients from time to time; alternatively the maximum rate of interest as prescribed in terms of Section 40(2)(c) as read with Section 42 of the regulations to the Credit Act under Government Notice 713 of 1 June 2006, or any such additional regulations pertaining to the maximum rate of interest as may be promulgated from time to time.
- 3.18 With respect to all payments received from the Customer, these monies shall be utilised first to satisfy any due or unpaid interest charges, thereafter any due or unpaid fees or charges, and lastly the capital amount outstanding by the Customer.

#### **4. SET-OFF**

In the event of the Supplier becoming indebted to the Customer in any manner whatsoever, the Supplier may affect set-off of such indebtedness against any monies which may be or become owing by the Customer to the Supplier. The Customer shall have no corresponding right to affect a set-off against any amount owing by it to the Supplier.

#### **5. CANCELLATION AND EXTENSION OF CREDIT FACILITIES**

- 5.1 The Supplier shall where the Customer has breached any provision of this Agreement and failed to rectify such breach within 10 (ten) days after receipt of written notice calling upon it to do so, be entitled to revoke the credit terms of the Customer. Where the Customer's credit terms have been revoked, the Customer shall become liable to effect payment for all Goods upon delivery thereof.
- 5.2 The Supplier may increase the Customer's credit limit:
- 5.2.1 unilaterally at the instance of the Supplier, provided that the Supplier has notified the Customer of the intended increase and the Customer has in writing consented thereto.

#### **6. RETURNS POLICY**

##### **6.1 General**

The Supplier has a returns policy as stipulated below. Goods are not sold on a sale or return basis but on a non-returnable basis, with the following exceptions:

- 6.1.1 if Goods were supplied in error, or incorrectly supplied, or were damaged in transit, where the Supplier was the party responsible for the delivery of the Goods to the Customer's delivery address;
- 6.1.2 product recall;
- 6.1.3 quality complaint, where the defect in the Goods is one as a result of any act and/or omission on the part of the Supplier.
- 6.2 Expired Goods
- 6.2.1 Salex, Salex SSR and Co-Biotic: these Goods may be returned in the month of expiry, and for a period within three months after their expiry date.
- 6.2.2 All other Supplier products: Goods cannot be returned for credit if expired, or where these Goods are about to expire.
- 6.2.3 Where the Supplier has agreed to the return of Goods which have been incorrectly delivered, the Supplier shall only be obliged to accept the return of these Goods and pass the necessary credit provided that:
- 6.2.3.1 the Goods are in their original packaging; and
- 6.2.3.2 are in a re-saleable condition; and
- 6.2.3.3 the Goods bear no additional markings, labelling or feature Customer pricing.
- 6.2.4 In circumstances where for health reasons or otherwise the Customer is prevented from returning the Goods, the Customer shall be excused from returning the Goods, but it shall nevertheless always remain the duty of the Customer to satisfy the Supplier as to any shortfall or incorrect Goods delivered, or of any damage which the Goods sustained in the manner contemplated in 6.1.

##### **6.3 Returns for Credit**

- 6.3.1 Before a credit note for returns can be issued, a credit request must be either emailed to [elsabe@reitzer.co.za](mailto:elsabe@reitzer.co.za) and [debtors@reitzer.co.za](mailto:debtors@reitzer.co.za) or faxed to 086 604 4533.
- 6.3.2 Once the credit request has been approved, a credit note will be issued and sent to the customer via email.
- 6.3.3 Only once the credit note has been issued will stock be uplifted by either the Supplier's drivers, representatives, or by the Supplier's courier. Under no circumstances may a customer give orders to the Supplier's courier or drivers to uplift stock without the Suppliers' permission. If the customer instructs the courier or driver to return stock without written authority from the Supplier, these delivery charges will be for the customer's account.
- 6.3.4 All credits will be passed at the price the Goods where invoiced at, at the respective date and time.

##### **6.4 Damaged Goods**

- 6.4.1 Before a credit note for damaged Goods can be issued, a credit request must be either emailed to [elsabe@reitzer.co.za](mailto:elsabe@reitzer.co.za) and [debtors@reitzer.co.za](mailto:debtors@reitzer.co.za) or faxed to 086 604 4533.
- 6.4.2 Once the credit request has been approved, the credit note will be issued and sent to the customer via email.
- 6.4.3 Only once the credit note has been issued will damaged stock (save for any samples which may have already been delivered in terms of clause 6.1.1) be uplifted by the company drivers, representatives, or by the Supplier's courier. The Supplier retains a discretion to secure that damaged stock be discarded by the customer, instead of being uplifted. Under no circumstances may a customer give orders to the Supplier's courier or drivers to uplift stock without permission.

#### **7. DEFECTS**

##### **7.1 In respect of Goods with an MCOA**

- 7.1.1 Where the Customer alleges that Goods are defective, the Customer must together with such allegation provide a written description of the defective Goods including the MCOA batch number, and where possible secure the return of the alleged defective Goods. The Supplier will thereafter check the MCOA batch number against the master batch number in its records. Where the

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master batch number discloses no defect at the time of the manufacture of the Goods, the onus shall always remain with the Customer to prove that a defect arose in the Goods due to any act or omission on the part of the Supplier. Where the Customer is unable to discharge this onus, the Customer shall remain liable for the purchase price of the Goods and/or the replacement price of any Goods alleged to be defective.

7.2 In respect of Goods without an MCOA

7.2.1 The Customer must provide a full description in writing of the Goods alleged to be defective, and where possible must secure the return of the Goods to the Supplier.

7.2.2 The Supplier will investigate the nature and cause of the damage, and provide a written report,

7.2.3 Where the Supplier concludes that the damage has arisen due to any act or omission on its part, the Supplier will either provide the Customer with a credit, alternatively with replacement Goods, at the Customer's election. If the Supplier determines that the defect has not arisen due to any act or omission on its part, the Customer shall always remain liable to pay the purchase price of the Goods so ordered; alternatively, the additional replacement cost of new Goods.

7.2.4 Where the Customer disagrees with the findings of the Supplier, the Customer shall always be entitled to adduce any further evidence as to the origin and nature of the defect in the Goods and shall make such evidence available in writing to the Supplier. The Supplier will on the basis of the evidence so submitted undertake a further examination and make a further determination of the origin of the defects manifesting in the Goods, which shall in turn be communicated to the Customer in writing.

## **8. THE CESSION OF BOOK DEBTS**

8.1 The Customer hereby irrevocably agrees at the election of the Supplier to cede, pledge, assign, transfer and make over to and in favour of the Supplier, its right, titled, interest, claims and demands in and to all book debts of whatsoever nature and description and howsoever arising which the Customer may now or at any time hereafter have against any person, company, corporation or the like, as a continuing covering security for the due payment of every sum which may now be due or at any time hereafter, by the Customer to the Supplier.

8.2 The Customer agrees and provides its authority to the Supplier in terms of Section 124 of the Credit Act, that in the event of the Customer failing to effect any payment to the Supplier, within the time period prescribed in clause 3.10 (or such further time period as the Supplier may have agreed to), the Supplier shall be entitled to secure payment to it from the Customer's debtors, of an amount equivalent to the amount outstanding by the Customer together with all legal and ancillary costs reasonably incurred in securing payment of the debt from the Customer's debtors.

## **9. WARRANTIES AND INDEMNITY**

9.1 The Supplier shall never be liable for any consequential loss or damage suffered by the Customer, howsoever caused.

9.2 Insofar as any of the Supplier's obligations under this Agreement are carried out by any of its employees, agents, sub-contractors, suppliers or the like, the provisions of this clause 9 and the indemnities provided herein shall apply mutatis mutandis to such parties.

9.3 The Customer acknowledges that, with respect to certain brands, the Supplier is not the manufacturer of the Goods. The Customer accordingly indemnifies and holds the Supplier harmless against any claim that may be brought against the Supplier in consequence of such Goods being defective and causing any damage whatsoever, whether through accident or negligence, gross negligence or any other cause. Goods are guaranteed according to the manufacturer's product specific warranties only, as at the time of delivery of the Goods.

9.4 No warranties, other than those provided in this Agreement or by an external manufacturer, express or implied shall apply. The Supplier specifically disclaims the implied warranty of merchantability and fitness for a particular purpose. No representation or warranty, including but not limited to statements of quality, suitability for use or performance, made by employees of the Supplier shall be considered to be a warranty by or binding on the Supplier. Any such statements made shall not give rise to any liability of whatsoever nature on the part of the Supplier. The Customer agrees that in no event will the Supplier be liable to the Customer for special, indirect or consequential damages including but not limited to loss of profits.

9.6 The provisions of this Agreement including the warranties and indemnities provided in terms of this clause 9 shall likewise be provided by the Customer in favour of the Supplier, in respect of any claim for damages, loss, liability inclusive of any consequential loss and/or damage or loss of profit that any third party may make against the Supplier in respect of any Goods sold and/or utilised in terms of this Agreement.

## **10. BREACH AND DISPUTE RESOLUTION PROCEDURES**

10.1 Where the Customer has breached any term of this Agreement (save for the obligation to make any payment for which no notice shall be required), and failed to rectify such breach after receipt of a notice affording the Customer a period of 10 (ten) days within which to do so, then, and notwithstanding any other remedies afforded to the Supplier in terms of this Agreement:

10.1.1 all amounts then outstanding by the Customer shall immediately become due, owing and payable; and

10.1.2 the Supplier shall immediately become entitled to retake possession of the Goods for which the Supplier has not yet received payment, at the Customer's expense in the manner set out in terms of this Agreement.

10.2 Where the time period set out for the rectification of the Customer's breach in 10.1 has lapsed, the Supplier and/or its duly appointed attorneys shall be entitled to proceed with legal action against the Customer, and in this regard the Customer consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 (as amended) in respect of any action to be instituted against it by the Supplier.

10.3 All legal costs incurred by the Supplier in enforcing its rights in terms of this Agreement shall be paid for by the Customer on the scale as between attorney / client and the Customer shall in addition be liable for any tracing fees and collection charges incurred in the prosecution of any action.

10.4 A certificate signed by any director, member or accounting office of the Supplier setting out the amounts due and owing by the Customer to the Supplier, at any time, shall constitute prima facie proof of the amount stated therein, for the purpose of all legal proceedings, including the institution of provisional sentence proceedings, or an application for summary judgment.

10.5 Notwithstanding the terms of clause 10.2 above, the Supplier shall be entitled, but not obliged, whether legal action has commenced or not, to submit any dispute between the parties to arbitration. The arbitration shall be held in Johannesburg or Sandton, within 30 (thirty) days after it has been demanded before a mutually agreed person and failing Agreement to be selected by the president of the Law Society of Gauteng. The arbitration shall be held in a summary manner and the strict rules of evidence shall not apply. The arbitrator shall decide on the issues of pleading and discovery but shall do so on the basis that the matter is to be expedited and insofar as it is possible, brought to arbitration within the 30 (thirty) day period and in an informal manner. The arbitrator shall decide the matter submitted to him according to what he considers just and equitable in the circumstances and therefore the strict rules of law need not be observed or taken into account by him in arriving at

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his decision. The parties hereto agree that the arbitration shall be binding on each of them and shall be made an order of any Court of competent jurisdiction should it be necessary to execute under the arbitrator's order. The arbitrator's decision shall further be final and binding upon the parties and the arbitrator shall be entitled to make an order for the costs in regard to the arbitration.

## **11. DELIVERY OF GOODS**

- 11.1 Unless arrangements have been made to the contrary, delivery shall be made to the Customer at the Supplier's premises. To this end delivery to the Customer shall be deemed to have occurred when the Goods are set aside by the Customer or its agent at the Supplier's premises.
- 11.2 Delivery which is not made at the Supplier's premises shall only be undertaken if the Supplier has in writing agreed to make delivery elsewhere.
- 11.3 Where delivery of the Goods to the Customer is not affected at the Supplier's premises, then:
- 11.3.1 where the Supplier has utilised its own delivery vehicles, delivery shall be deemed to have taken place once the Goods have been transported to the Customer's nominated delivery address, and notwithstanding that the Goods have not yet been off-loaded from the Supplier's vehicle;
- 11.3.2 where the Supplier has utilised the services of a third-party transport provider ("third party") delivery shall be deemed to have taken place once the Goods have been loaded onto the third party's vehicle;
- 11.3.3 where the Customer has utilised its own vehicle or those of a designated third party appointed by the Customer to secure delivery of the Goods to the delivery address, the Supplier shall be deemed to have effected delivery of the Goods when the Customer or its third party representative have loaded the Goods onto their vehicles.
- 11.4 All risk in and to the Goods shall pass to the Customer on delivery. Ownership in the Goods however shall not pass to the Customer until the Customer has made full payment of the purchase price owing on the Goods.
- 11.5 The Customer shall remain responsible to offload Goods at the delivery address. If the Customer utilises the Supplier's or the third-party personnel for this purpose, these personnel shall for this purpose, be deemed employees of the Customer.
- 11.6 Should the Customer dispute that the Supplier has properly complied with any of the provisions of this clause 11, the Customer shall always remain liable to prove any alleged breach by the Supplier of any of its obligations to properly effect delivery of the Goods in terms of this clause 11.
- 11.7 Delivery of Goods will take place between the hours of 08h00 to 17h00 Monday to Friday, excluding public holidays. Deliveries outside normal working hours could be subject to an extra charge unless agreed to by the Parties in writing.
- 11.8 The Supplier shall endeavour to effect delivery of the Goods on the agreed date and time to the Customer at the Customer's premises or the Customer's nominated delivery site address, provided that the Supplier receives a minimum of 48 hours' notice of the intended delivery date if the agreed date has changed or if no date has been previously agreed.
- 11.9 While the Supplier shall endeavour to secure the delivery of the Goods within the time agreed with the Customer; alternatively within a reasonable period of time, the Supplier does not guarantee that the Goods will be delivered in the correct quantity, and/or free of defects, on the agreed date or time, and the Customer agrees that it shall have no right of action against the Supplier in respect of any loss or damage it may suffer by reason of any non-delivery or a delay in any delivery of the Goods ordered, or in the delivery of any defective Goods. The provisions of this clause 11 shall apply in equal measure to the Supplier's employees, agents, sub-contractors and the like, utilised by the Supplier in the manufacture and delivery of the Goods. The Customer agrees that it shall have no right to cancel any order and/or refuse delivery and/or claim for any loss or damage and/or any set-off, by reason of any such delay in delivery.
- 11.10 The Supplier shall where possible endeavour to notify the Customer of the events giving rise to any delay in delivery or non-delivery in circumstances where any such delay or non-delivery is expected to extend beyond one day after the time/date of the agreed delivery schedule. A failure however on the part of the Supplier to provide such notification, shall not in any way afford the Customer any right of action for any loss, or damage it may incur arising from any such late or non-delivery.

## **12. SIGNATURE OF DELIVERY NOTE**

- 12.1 The person signing the delivery note shall be deemed to have the necessary authority to represent the Customer. The Customer agrees that such signature shall create a rebuttable presumption that:
- 12.1.1 the correct quantity of Goods has been delivered;
- 12.1.2 that in all respects, the Goods delivered comply with the order placed by the Customer upon the Supplier.
- 12.2 Where the Customer has not made a representative available to sign the delivery note, then and in such event an unsigned delivery note shall constitute sufficient proof of delivery.
- 12.3 Where delivery has taken place at the Supplier's premises, the person signing for the collection of the Goods at the Supplier's premises shall be deemed to have the necessary authority to represent the Customer (irrespective whether appointed by the Supplier and/or the Customer).

## **13. OWNERSHIP AND RISK**

- 13.1 Notwithstanding the delivery of any Goods to the Customer, ownership of the Goods shall not pass until the Supplier has received payment in full in respect of the price of such Goods. In the event of payment not being timeously made, the Supplier reserves the right to recover possession of such Goods immediately, without notice and without the necessity to first cancel the sale in respect of such Goods.
- 13.2 Ownership in the Goods shall in any event remain vested in the Supplier, where the Customer has failed to effect payment of the purchase price or any other amounts outstanding to the Supplier, or where, if in the reasonable belief of the Supplier, it is unlikely to secure payment from the Customer of any Goods delivered.
- 13.3 The Customer shall inform the landlord of the premises at which the Goods are kept that such Goods shall remain the sole and absolute property of the Supplier until such time as the Customer has made payment of the full outstanding purchase price.

## **14. CANCELLATION OF CREDIT FACILITIES**

- 14.1 The Supplier shall be entitled to cancel this Agreement in circumstances where:
- 14.1.1 the Customer has committed a breach of any of the terms and conditions of this Agreement (save for any outstanding payment for which no notice is required) and failed to rectify such breach within 10 (ten) days after receipt of written notice calling upon it to do so; or
- 14.1.2 being an individual, dies, is provisionally or finally sequestrated or surrenders or makes application to surrender his estate; or
- 14.1.3 being a partnership, terminates the partnership; or

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- 14.1.4 being a juristic person, is placed under a provisional or final liquidation order, or judicial management, business rescue, or effects a compromise generally with any of its creditors; or
- 14.1.5 where a judgment has been recorded against the Customer and the Customer allows such judgment to remain unsatisfied for a period of 21 (twenty-one) days from date it is granted; or
- 14.1.6 if in the reasonable belief of the Supplier it is unlikely to secure payment from the Customer of any Goods delivered.

14.2 Upon the cancellation of this Agreement for any reason whatsoever, the Supplier shall have the right either to repayment or to the return of the Goods on the terms as more fully set out in this Agreement.

**15. DOMICILIUM**

15.1 The Supplier nominates as its domicilium citandi et executandi the address reflected in the Schedule of this Agreement at which address it will accept service of all notices, pleadings and correspondence.

15.2 The Customer nominates as its domicilium citandi et executandi the address reflected in the schedule hereto under the heading "Physical Address", at which address it will accept service of all notices, pleadings and correspondence.

**16. GENERAL**

16.1 This Agreement constitutes the whole Agreement between the parties and no variation, alteration, deletion of or addition to these terms will bind the parties unless it is stipulated in writing and agreed to by both parties.

16.2 The Customer shall not be entitled to transfer any of its rights to any other entity or person (this is known as ceding any of your rights) or transfer any of the Customers obligations or responsibilities to any other entity or person (this is known as delegating or handing over any of your obligations or responsibilities), in terms of this Agreement without the prior written consent of the Supplier.

16.3 The Supplier undertakes not to withhold its consent unreasonably.

16.4 The Supplier is entitled on written notice to the Customer, to amend and/or vary the terms and conditions of this Agreement as a result of any new and/or amended law(s), tax(es) and regulation(s). If the Supplier amends and/or varies the terms and conditions, the Supplier will notify the Customer at its chosen domicilium address of such amended terms and conditions.

16.5 These terms and conditions and all modifications and amendments thereto, shall be governed by and construed in accordance with the Laws of the Republic of South Africa.

16.6 In the event of any of these terms and conditions conflicting with any other agreement concluded between the Supplier and the Customer, unless stated to the contrary, the terms and provisions of this Agreement shall prevail and be of full force and effect.

16.7 No extension of time or any other relaxation or indulgence granted by the Supplier to the Customer shall operate as or be deemed to constitute a waiver by the Supplier of any of its rights in terms of this Agreement, or novation of any of the terms and conditions of this Agreement.

16.8 The Customer warrants that the information which it has inserted into this Agreement is true and correct. The Customer undertakes to provide the Supplier with such additional information as necessary when circumstances change, to ensure that the Supplier is always provided with accurate information concerning the Customer.

16.9 The Customer consents at all times to the Supplier contacting and requesting information from any persons, credit bureaus or businesses, including those mentioned in the Agreement, for the purpose of obtaining any information relevant to the Customer's credit assessment, including but not limited to information regarding the amounts purchased by the Customer from other suppliers, the length of time the Customer has dealt with other suppliers, the type of Goods purchased, and the manner and time of payment effected by the Customer.

16.10 The Customer hereby consents and authorizes the Supplier at all times to furnish credit information concerning the Customer's dealings with the Supplier to a credit bureau and to any third party seeking a trade reference regarding the Customer in its dealings with the Supplier. The Supplier agrees that prior to the transmission of any adverse information concerning the Customer as is more fully contemplated in terms of Section 71(1)(a) of the Credit Act, the Supplier shall advise the Customer in the prescribed manner, and on written request, make available a copy of such information to the Customer.

16.11 Should any term or provision of this Agreement be found to be unlawful, unenforceable or contra bona mores, the parties agree that in so far as it is possible such term or provision shall be removed from the Agreement. The balance of the terms and conditions set out herein shall remain valid, binding and of full force and effect upon the parties.

16.12 Subject to the provisions of clause 16.4 any change agreed to by the parties to this Agreement must be in writing and signed by both parties, who shall retain a copy of each amendment, and which amendment shall become effective immediately upon the signature of the last signing party thereto. The provisions of this 16.12 shall not apply in circumstances where the Supplier has elected either to increase, decrease or cancel the Customer's credit limit or where the Supplier has elected to change the price at which the Goods are sold, provided that the Supplier shall provide the Customer with written notification of its election.

16.13 Insofar as any provision of this Agreement may conflict with any provision of the Credit Act, or the Consumer Protection Act, 68 of 2008 as amended, the provisions of those Acts shall take precedence over the terms of this Agreement.

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**AUTHORISATION**

The Customer warrants that the party affixing its signature to this Agreement for and on behalf of the Customer is duly authorised to represent the Customer, and to bind it to the provisions of this Agreement.

<b>For and on behalf of the Customer:</b>	
Signature:	
	Who warrants that he / she is duly authorise hereto
Full Names:	
Designation:	
Place:	
Date:	

<b>Witness 1:</b>	
Signature:	
Full Names:	
Designation:	
Place:	
Date:	

<b>Witness 2:</b>	
Signature:	
Full Names:	
Designation:	
Place:	
Date:	

Initial: