

## TRADE AGREEMENT

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and the Supplier and that alterations or additions to this Agreement may not be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of the Supplier; (b) this Agreement will govern all future contractual relationships between the parties, notwithstanding receipt or acknowledgement of the Customer's own order form or conditions; (c) this Agreement is applicable to all existing debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive conditions; (e) any conflicting terms, conditions or alterations stipulated by the customer are expressly excluded; (f) this agreement supersedes all previous terms, conditions or agreements without prejudice to any securities or guarantees held by the Supplier and (g) this agreement applies to all employees and subcontractors of the Supplier.
2. This agreement and any offers, orders or contracts of sale pursuant thereto, become binding only when accepted by the Supplier at its business address.
3. The signatory hereby binds himself in his personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner, Partner, or Proprietor, as co-principal debtor jointly and severally for the full amount due to the Supplier and agrees that this agreement will apply in the exact same way to him.
4. The Customer acknowledges that it does not rely on any representations made by the Supplier in regard to its products and services, or qualities thereof, leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by the Supplier in respect of its products or services, whether orally or in writing, will not form part of the Agreement in any way unless agreed to in writing by the Supplier.
5. All quotations will remain valid for a period of 30 days from the date of the quotation, or until the date of issue of any new price list, whichever occurs first, or unless otherwise specified in writing by the Supplier.
6. Delivery and performance times quoted are estimates and are not binding on the Supplier.
7. All quotations are subject to the availability of input products or services and subject to correction of good faith errors by the Supplier, and the prices quoted are subject to any increases in the cost price, including currency fluctuations, to the Supplier before acceptance of the order.
8. In the event of the Customer disputing the amount of the cost increase in Clause 8 above, the said amount may be certified by an independent auditor and such certificate shall be final and binding on the Customer.

9. Notwithstanding the provisions of Clause 1 above, all orders or contracts of sale, or agreed variations thereto, whether oral or in writing, shall be binding and subject to this agreement and may not be cancelled by the Customer.

10. The customer undertakes to retain copies of all electronic or image media furnished to the Supplier. Media altered by the Supplier immediately becomes the Supplier's sole property.

11. Proofs, pulls, samples, specimens, sketches, photographs or any representation, whether partial or total, of the finished product may be submitted to the Customer for approval. Acceptance of such proofs by the Customer, or any employee of the Customer, will bind the Customer, and the Supplier will not be liable for any errors contained in the approved copy.

12. In the event of the Customer being unable or unwilling to view and accept final proofs, the Customer will be liable for the cost of the work produced. Any proof sent to the Customer may be deemed correct unless otherwise indicated by the Customer in writing within 24 hours of such proof being sent.

13. The Customer is liable for the costs incurred in the event of the alteration, at its request, of any proofs other than the correction of Supplier's errors.

14. The Customer shall pay for any preliminary work which is produced at his request whether experimentally or otherwise.

15. Origination and preliminary work shall remain the property of the Supplier unless otherwise agreed upon, in writing, with the Customer.

16. Standing matter, originals and printer's materials of any kind may be distributed effaced, or disposed of immediately after the order has been executed unless written arrangements are made for the retention thereof. The Supplier may charge storage at the Supplier's standard rates for any goods retained.

17. The customer acknowledges all copyrights and shall not duplicate the Supplier's copyrighted material. Each infringement attempt shall render the full order value of such infringement immediately payable to the Supplier.

18. The Supplier reserves the right to withhold production of any material it deems unsuitable or unlawful, in its sole discretion. The Supplier reserves the right to edit, revise or reject any material it deems untruthful, objectionable, illegal or in conflict with fair business practices. The Customer remains liable for the cost of work produced in the event of the Supplier exercising these rights.

19. The Customer hereby indemnifies the Supplier against any claims, costs and expenses arising out of the infringement of copyright, patent, trade mark or design supplied by the Customer, or the printing of any illegal or defamatory material. Each party shall diligently protect the other's trade secrets and confidential information.

20. It is the sole responsibility of the Customer to determine that the products of services order by it are suitable for the purposes of intended use. The Supplier gives

no warranty, express or implied concerning the suitability of the products supplied for any purposes whatsoever.

21. Products are sold voetstoots with no warranty against latent defects. All other guarantees, including common law guarantees, are hereby specifically excluded.

22. Liability under clause 21 is restricted to the cost of repair or replacement of faulty products or services, or granting of a discount, at the sole discretion of the Supplier.

23. The Supplier shall not be required to work to tolerances closer than those applicable to the materials obtained by it in the ordinary course of trade, or supplied to it by the Customer. The Supplier shall not be held liable for any variations in the standard, quality and performance of such materials.

24. The Supplier shall not be liable for any defects resulting from it being required to expedite delivery ahead of the time needed for the proper production of the order.

25. The Supplier shall not be responsible for imperfections in the work due to defects in, or the unsuitability of, material or equipment not supplied by the Supplier. Extra costs incurred through the use of defective materials or equipment supplied shall be for the Customer's account.

26. The Customer agrees to pay all costs resulting from any acts, omissions or requests of the Customer including disbursements, suspension of work, modification of requirements, reprints, failure or delay in giving particular requisite to enable work to proceed on schedule, or requirements that work be completed earlier than previously agreed.

27. The Supplier shall not be responsible for Customer's material wasted in the course of production.

28. Customer's property and property supplied to the Supplier will be retained at the customer's risk.

29. The Supplier shall not be liable for any damage arising from any misuse, abuse or neglect of products or services under any circumstances whatsoever.

30. Any order is subject to cancellation by the Supplier due to Acts of God, or from any cause beyond the control of the Supplier, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

31. The completed product will be despatched or must be collected by the Customer when ready and the Customer shall not refuse or delay to take delivery.

32. The Customer agrees that an over-supply or under-supply not in excess of 10% (ten per cent) of the products ordered may be produced, and that it shall be liable for payment of all quantities so supplied.

33. The Customer agrees to establish, immediately upon delivery, that the products and services appearing on the Supplier's delivery note, Tax, Invoice or other documentation, correctly represents the products, or services, and prices agreed to, and are free of defects.
34. Where products or services are delivered prior to the issue of a Tax Invoice, the Customer agrees to, immediately upon receipt of the Tax Invoice, establish that it correctly represents the delivered products or services and prices agreed to.
35. The Customer hereby confirms that the goods or services detailed on the Tax Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery/performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
36. Any delivery note, invoice or waybill (copy or original) signed by the Customer or a third party engaged to transport the products, and held by the Supplier, shall be conclusive proof that delivery was made to the Customer.
37. The Customer shall return any defective moveable products to the premises of the Supplier at the Customer's own cost and packed in the original or suitable package.
38. Claims under this Agreement shall only be valid, if the Customer has, within 3 days of the alleged breach or defect occurring, given the Supplier 30 days written notice by prepaid registered post to rectify and defect or breach of Agreement.
39. To be valid, claims must be supported by the original Tax Invoice.
40. If the Supplier agrees to engage a third party to transport products on the Customer's behalf, it does so on terms deemed fit by the Supplier. The Customer indemnifies the Supplier against any claims arising from such agreement.
41. The risk of damage to, or destruction or theft of its products shall pass to the Customer on delivery of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the products until paid for in full. The Supplier may recover insurance premiums from the Customer for products insured on the Customer's behalf.
42. All products supplied by the Supplier remain the property of the Supplier until such products have been fully paid for whether such products are attached to other property or not.
43. The customer agrees that the amount contained in a Tax Invoice issued by the Supplier shall be due unconditionally (a) cash on order, or (b) if the Customer is a Credit Approved Customer, then within the granted credit period as specified on the Credit Application, or not later than the end of the month in which a Tax Invoice has been issued by the Supplier.

44. The customer agrees to pay the full amount on the Tax Invoice at the Business Address of the Supplier or at such other place that the Supplier may designate in writing.
45. The risk of payment by cheque through the post, or by electronic funds transfer, rests with the Customer.
46. The Customer has no right to withhold payment for any reason whatsoever and agrees that any extension of time given for payment shall be valid only if reduced to writing and signed by the Customer and a duly authorised representative of the Supplier.
47. The Customer is not entitled to set off any amount due to the Customer by the Supplier against its indebtedness to the Supplier.
48. All discounts shall be forfeited if payment in full is not made on the due date.
49. The Customer agrees that the amount due and payable to the Supplier may be determined and proven by a certificate issued and signed by an independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
50. Any printout of computer evidence tendered by any party shall be admissible evidence and the parties shall not object to the admissibility of such evidence purely on grounds that such evidence is computer evidence, or that the requirements of the Computer Evidence Act have not been met.
51. In the event of cancellation, the Supplier is entitled to cease producing any unmade balance of a contract, and to recover any loss sustained thereby from the Customer.
52. The Customer agrees that interest shall be payable to the Supplier at the maximum legal interest rate prescribed in terms of the Usury Act on any amounts in arrears, and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.
53. The Customer shall be liable to the Supplier for all legal expenses incurred by the Supplier on the attorney-and-own client scale in the event of (a) any default by the Customer or (b) any litigation in regard to the breach, validity, or enforceability of this agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security and the Supplier may demand.
54. Any item delivered to the Supplier shall serve as a pledge in favour of the Supplier for present and past debts and the Supplier shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in clause 77. The sworn or realised value of pledged products will be offset against the Customer's debts and any excess balance will be paid to the Customer.

55. The Customer, or any agent acting on its behalf, on whose behalf or at whose instance any services are rendered hereby indemnifies the Supplier and all of its employees against any liability which the Supplier may incur to any other person as a result of the production of any material produced.

56. The Customer hereby consents to the storage and use by the Supplier of (a) the personal information that it has provided to the Supplier for establishing its credit rating, and (b) the subsequent conduct of the Customers account, and to the Supplier disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that the Supplier will not be held liable for the good faith disclosure of any of this information to such a third party and that further specific consent need not be obtained for the transfer of such information to such third party.

57. The Customer agrees to the Standard Rates of the Supplier for any products supplied or services rendered, which rates may be obtained on request.

58. In the event of the Customer being in arrears with any payment or in breach of any term of this agreement, the Supplier is entitled to cancel all contracts with immediate effect.

58. In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the products at the time of repossession and (b) all other costs incurred in the repossession of the products. The value of repossessed or retained pledged products shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the products are not recovered for any reason whatsoever, the value shall be deemed to be nil.

59. The Supplier shall not be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.

60. The Customer chooses its address for legal execution as its physical or business address or the physical addresses of any Director (in the case of a company). Member (in the case of a close corporation) or of the owner(s) or Partner(s).

61. The invalidity of any part of this Agreement shall not affect the validity of any other part.

62. In this agreement any reference to natural persons includes legal persons and vice versa and references to any gender includes references to the other gender and vice versa.

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