

TERMS AND CONDITIONS OF SALE AND/OR RENDERING OF SERVICES

<p>1. The Debtor agrees to abide the credit facilities granted by the NSI and specifically that payment of the Debtor's account is strictly payable within 30 days from date of invoice.</p> <p>2. The credit facility may be suspended or withdrawn by the NSI at any time without prior notice to the Debtor and the NSI reserves the right to review the extent, nature and duration of such credit facility at any time.</p> <p>3. If any amount is not paid within the agreed payment term, the Debtor will be liable for interest at the maximum rate payment permitted by law from time to time, including without limiting the generality thereof, the Usury Act, Act No. 73 of 1968 and the Credit Agreements Act, Act No. 75 of 1980.</p> <p>4. A certificate under the hand of any manager of the NSI as to the existence and the amount of the Debtor's indebtedness to the NSI at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon, and as to any other fact relating to the Debtor's indebtedness to the NSI for the purposes of provisional sentence or summary judgment or any other proceedings against the Debtor in any Court, and shall be valid as a liquid document for such purposes. It shall not be necessary to prove the appointment of the person signing such certificate and such certificate shall be binding on the Debtor and shall be deemed to be of sufficient particularity for the purpose of pleading or trial in any action of other proceeding instituted by the NSI against the Debtor.</p> <p>5. Ownership in the goods sold and delivered to the Debtor on account shall pass to the Debtor only when all amounts due by the Debtor to the NSI has been paid, notwithstanding delivery of the said goods to the Debtor. Risk in and to the goods shall, however, pass to the Debtor on delivery.</p> <p>6. The Debtor agrees that in the event of the Debtor breaching and conditions contained herein; the Debtor failing to pay any amount due and payable on due date; the Debtor suffering any civil judgment to be taken or entered against it; the Debtor causing a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 of 1936, as amended; the Debtor dying or being deregistered; the Debtor's estate being placed under an order of provisional or final sequestration, provisional or final liquidation, provisional or final judicial management, as the case may be, then and in that event the NSI shall, without detracting from any other remedy which it may have to rely on the provisions of Clause 5 and to repossess the goods sold and delivered to the Debtor, have the right, in either event, without prejudice to the NSI rights, to claim specific performance of all the Debtor's obligations whether or not such obligations would otherwise then have fallen due for performance, or to claim damages.</p> <p>7. In the event of the NSI instructing attorneys to collect from the Debtor an amount owing to the NSI, the Debtor agrees to pay all legal costs, tracing fees and collection charges incurred by the NSI as between attorney and own client.</p>	<p>8. The Debtor consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrates Court Act, Act No. 32 of 1944 (as amended) having jurisdiction under Section 28 of the said Act, notwithstanding that the claim by the NSI exceeds the normal jurisdiction of the Magistrate's Court as to the amount. The NSI shall in its discretion be entitled to proceed against the Debtor in any other Court of competent jurisdiction, notwithstanding the afore-going.</p> <p>9. The Debtor nominates its business address as indicated on the Credit Application form as its <i>domicilium citandi et executandi</i> for service upon it of all notices and processes in connection with any claim for any sum due to the NSI arising out of credit granted by the NSI to the Debtor.</p> <p>10. No relaxation or indulgence granted to the Debtor by the NSI at any time shall be deemed to be a waiver of any of NSI's rights in terms hereof and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppels against NSI.</p> <p>11. It is a condition of each sale that the goods are sold "voetstoots", and without any warranties whatsoever. The Debtor shall be precluded from raising any complaint or disputing liability to the NSI in any way unless it has notified the NSI of its complaint or ground of dispute in writing within seven days of receipt of the goods in question. Subject to the afore-going, the NSI shall in its discretion, be entitled to remedy any failure by either replacing the good in question or refunding the whole or part of the contract price paid to it by the Debtor in respect of such goods (in which case the Debtor shall return in original/good condition to the NSI the goods in respect of which the refund is allowed).</p> <p>12. Any agreement purporting to vary in terms hereof or by consensual cancellation hereof, shall not be valid unless reduce to writing and signed by both the Debtor and the NSI.</p> <p>13. Save as otherwise provided herein, the NSI shall not be liable to the Debtor or any other person for any loss of profit or other special damages whatsoever. The Debtor hereby indemnifies the NSI against any claim which may be made against the NSI by any other person in respect of any matter for which the liability of the NSI is excluded in terms of the afore-going.</p> <p>14. If the Debtor intends transferring its business, the goodwill or any goods or property forming part thereof (other than in the ordinary course of business or for securing payment of a debt), the Debtor shall advice the NSI in writing thereof not less than thirty days before the effective date of such transfer.</p> <p>15. The Debtor agrees that any payment made can be set off against any amount owing to the NSI or its Affiliate organizations, in the sole discretion of the NSI.</p>
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