

GENERAL SERVICE TERMS AND CONDITIONS OF KRANNICH SOLAR ENERGY (PTY) LTD

1. GENERAL

- 1.1 All Contracts are exclusively subject to the Company's general service terms and conditions. The Company rejects any terms and conditions of the Client to the contrary or deviating from the Company's terms and conditions unless it has expressly consented thereto in writing.
- 1.2 The terms and conditions set out herein cancel all previous General Service Terms and Conditions.
- 1.3 These terms and conditions, as re-issued or revised by the Company from time to time, apply to all Contracts entered into with the Company.
- 1.4 No qualification or condition contained in any correspondence shall from part of the Agreement or override these terms unless expressly agreed to in writing by the **Company**.

2. DEFINITIONS

Unless such meaning is inconsistent with the context, the following terms shall, throughout these Terms, have the meanings respectively ascribed to them, namely:

- 2.1 **"Agreement"** shall mean the agreement entered into between the Parties with these Terms and annexures, if any, attached hereto and shall also include the Company's written confirmation of an Order;
- 2.2 **"Business Hours"** shall mean Monday to Friday between 9am and 5pm, excluding public holidays in South Africa;
- 2.3 **"Client"** or **"Customer"** shall mean the person or legal entity with whom the Agreement is entered into;
- 2.4 **"Company"** shall mean Krannich Solar Energy (Pty) Ltd;
- 2.5 **"Contract Price"** shall mean the price of the **Services** and/or **Products** as set out in the Agreement;
- 2.6 **"Invoice"** shall mean the invoice provided by the **Company** to the **Client** in respect of the **Services** rendered in accordance with the Agreement;
- 2.7 **"Operator"** has the meaning ascribed to it in clause 18.3 below;
- 2.8 **"Order"** shall mean an order placed on the Company by the Client for Services;
- 2.9 **"Parties"** shall mean the Company and the Client / Customer and **"Party"** shall mean either one of them;
- 2.10 **"Personal Information"** shall mean information relating to an identifiable, natural or juristic person, including but not limited to, information relating to race, to gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 2.11 **"POPI"** shall mean the Protection of Personal Information Act 4 of 2013, as amended, and including

- any Regulations thereto;
- 2.12 **"Process"** in the context of POPI shall mean any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information and **"Processing"** will have a similar meaning;
- 2.13 **"Products"** shall mean the products available for purchase through the Company and/or as described in the Agreement;
- 2.14 **"Responsible Party"** has the meaning ascribed to it in clause 18.3 below;
- 2.15 **"Services"** shall mean those services as described in the Agreement;
- 2.16 **"Terms"** shall mean these general service terms and conditions which form part of the Agreement;

3. INTERPRETATION

In these Terms unless the context otherwise requires:

- 3.1 The singular shall include the plural and vice versa;
- 3.2 Words indicating one gender shall import and include other genders;
- 3.3 Words indicating natural persons shall import and include juristic and artificial persons;
- 3.4 The headnotes to these Terms are used for the sake of convenience only and shall not govern the interpretation of the clauses to which they relate;
- 3.5 Where any numbers of days are prescribed in these Terms, they shall be calculated exclusive of the first day and inclusive of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 3.6 If any doubt or conflict arises where figures are referred to in numerals and in words, the figure in words shall prevail;
- 3.7 Should there be any conflict or inconsistency between these Terms and other agreement/s concluded between the Parties, then the terms and conditions of the Agreement shall prevail;
- 3.8 The rights and obligations of any Party arising from these Terms shall devolve upon and bind its successors-in-title;
- 3.9 If any provision in a definition contained in these Terms is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it only appears in the definition clause, effect shall be given to it as if it were a substantive provision in the body of these Terms;
- 3.10 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 3.11 The rule of construction that these Terms shall be interpreted against the Party responsible for the

drafting or preparation of these Terms shall not apply. The same applies to the schedules or annexures.

4. QUOTATIONS, ORDERS, PRODUCTS

- 4.1 The Company's price lists, brochures and similar informative material concerning the Company's Products shall not constitute a binding offer.
- 4.2 The Company may amend or revoke its quotations or offers at any time before its acceptance by the Client.
- 4.3 Any order placed by the Client verbally or in writing shall be confirmed by the Company in writing before an Agreement is deemed to have been concluded.
- 4.4 Product descriptions, illustrations and technical data are performance specifications but not guarantees. A guarantee requires an express written declaration. Where guarantees are specified in offers, these are exclusively manufacturers' guarantees. Any resulting claims are to be made against the respective manufacturer. Drawings, illustrations, dimensions, weights or other performance data is only binding if it is expressly agreed in writing.
- 4.5 The Company reserves the right to make minor changes to the Services, provided these are minor changes to services that the Customer can expect. Standard quality, quantity, weight or other deviations in particular are to be accepted by the Customer, even if they make reference to brochures, drawings or illustrations in their Order, unless specifically agreed upon as a binding condition. In addition, technical deviations from performance data may occur, in particular in connection with colour differences, frame height and module size.

5. DELIVERY AND PERFORMANCE

- 5.1 Services of the service type selected by the Client shall be performed during Business Hours.
- 5.2 If the Services are rendered outside of Business Hours at the Client's request, the Client shall be invoiced for the additional costs incurred such as travel times, travel costs and the working time in accordance with the Company's current pricing structure.
- 5.3 Deliveries shall be made to the address specified by the Client in the Agreement.
- 5.4 The Client shall use its best efforts to comply with any delivery and completion times as agreed between the Parties.
- 5.5 The agreed delivery or completion time is based on the circumstances prevailing at the time that the relevant Agreement is concluded. In the event a delay occurs as a result of a change of the aforementioned circumstances, the Company shall inform the Client within 5 (five) working days and indicate the expected duration of the delay. The Parties shall then determine a new delivery or completion date.
- 5.6 Under no circumstances shall the Client be entitled to terminate the Agreement or suspend payments due if the agreed delivery or completion time is exceeded.
- 5.7 In circumstances where delivery on demand has been agreed between the Parties, i.e. where the Products will be kept at the Company's premises until required by the Client, the Client shall make the requests for delivery in such a way that all Products have been requested for delivery within 2 (two) weeks of the Agreement being concluded, unless a different delivery period has been agreed in writing. If the Client fails to

meet the above obligation, the Company shall be entitled to offer the remaining Products to the Client and demand immediate payment or terminate the Agreement without any notice or legal intervention being required and to claim full compensation for all losses suffered.

- 5.8 The Client undertakes to accept delivery of the Products by the Company. All additional costs of the Company incurred as a result of the Client's non-acceptance or late acceptance shall be for the Client's account. In the event the Client fails to accept the Products on the agreed delivery date and at the agreed delivery time, the Company may store the Products at the Client's expense and risk, alternatively terminate the Agreement and claim compensation for all damages suffered as a result.
- 5.9 The Company reserves the right to effect partial delivery of the Products. In this regard, the Company may issue invoices and demand payment for each partial delivery of Products as well as refuse further deliveries of Products before payment for the previous partial delivery of Products has been effected.
- 5.10 Unless otherwise agreed in writing, delivery and passing of risk in the Products shall be deemed to have taken place, whichever is earliest –
 - 5.10.1 upon handover of the Products to the forwarding agent or carrier or to any other third party in charge of carrying out the shipment to the Client;
 - 5.10.2 upon delivery of the Products to the address specified by the Client; or
 - 5.10.3 upon delivery attempt of the Products by the Company, in the event the Client fails to accept delivery.
- 5.11 In the event that the packaging of the Products and/or the Products themselves are damaged or incomplete, the Client shall note same on the delivery note and report such damage to the Company in writing within 3 (three) days of receipt of the Products. The Client is to provide the Company with photographic evidence of the damage. In the event the Client fails to do so, all remedies of the Client in relation to the damaged packaging and/or damages Products shall be forfeited.

6. PRICING AND PAYMENT TERMS

- 6.1 Unless otherwise agreed in writing, prices shall be stated in Rand (ZAR), inclusive of VAT.
- 6.2 The Company, in its discretion, shall appropriate the payments made in terms of the Agreement, firstly to any costs then to any interest outstanding and thereafter to the capital amount outstanding from time to time, or otherwise in the Company's sole discretion.
- 6.3 Notwithstanding the Agreement Price as stipulated in the Agreement, the Agreement Price, at all material times, shall be subject to any increase of material, labour, bank exchange, customs, duties, surcharges, taxes, packing and storage and the Company shall endeavour, where reasonably possible, to inform the Client in advance of any anticipated increases.
- 6.4 Unless otherwise indicated, prices are inclusive of all taxes, contributions, insurances and all other costs incurred by the Company.
- 6.5 In addition to the Agreement Price, the Company may charge the Client for packaging.
- 6.6 The Company reserves its right to charge a storage

fee on any items which have, due to the Client's conduct, not been delivered within 14 (fourteen) days of the date on which they were available for delivery. The storage fee shall be 10% (ten percent) of the Order value for every week that the Products are stored by the Company.

- 6.7 In the absence of a written agreement to the contrary, Invoices are due and payable within 7 (seven) days of the invoice date. The Client may not off-set, defer or deduct any invoiced amount for any reason whatsoever.
- 6.8 In instances of late payment, the Client shall be charged the statutory interest rate as provided for in the National Credit Act 34 of 2005, as amended, from the due date to the date of payment of the amount owed, as well as all the expenses involved in collecting the debt.
- 6.9 The Client hereby authorizes the Company to perform or obtain any information from a registered credit bureau. The Client further acknowledges that the failure to pay any amounts owed to the Company may result in an adverse listing of the Client by the Company with any registered credit bureau.
- 6.10 If it comes to the attention of the Company that the Client's credit-worthiness has reduced, the Company shall, in its sole discretion, be entitled to cease further deliveries or may request cash on delivery or advance payment for any further delivery of Products.
- 6.11 Upon entering into the Agreement or at any time thereafter, the Company may in its sole discretion request a payment guarantee by a bank or third party from the Client for its payment obligations under the Agreement.
- 6.12 All amounts due and payable by the Client to the Company shall become immediately due and payable on the occurrence of any of the circumstances as listed in clause 12.1 below.
- 6.13 It is specifically recorded and agreed that the Client waives all claims against the Company for any damages or losses that it may suffer as a result of the refusal of the Company to sell Products and/or provide Services to the Client in the event of an overdue account, or in connection with any other dispute whatsoever arising out of late payment.

7. ADDITIONAL PAYMENTS

- 7.1 It is in the sole discretion of the Company to provide services not covered by the Agreement to the Client.
- 7.2 In the event that the Company provides such additional services, the Client shall be invoiced for the costs incurred in accordance with the Company's pricing structure.
- 7.3 The payment terms provided in these Terms shall also apply to invoices issued for additional services and the Company has the right to request advance payment from the Client in the event additional services are required.,

8. INTELLECTUAL PROPERTY

The Company shall retain the title to and intellectual property in all illustrations, drawings, cost estimates, tools and other documents; these may not be made available to third parties without the Company's express written consent.

9. WARRANTIES, DEFECTS AND RETURNS

- 9.1 The Company provides a warranty for the quality of the Products for the period of 6 (six) months ("the Warranty Period") from the date of delivery. In the case of partial deliveries, the Warranty Period shall be calculated from the date of partial delivery.
- 9.2 In the event a defect materialises within the Warranty Period, the Company undertakes to repair or replace the defective Products, provided that –
 - 9.2.1 the Client notified the Company in writing and within the Warranty Period of the defect and without undue delay after identifying the defect;
 - 9.2.2 the Client has paid all due and payable amounts; and
 - 9.2.3 the defect relates to a culpable breach of the Agreement by the Company.
- 9.3 Any parts that are replaced by the Company under these circumstances shall be the property of the Company.
- 9.4 Subject to the provisions of clause 9.2 above, the Client may not return to the Company any Products for any reason whatsoever, unless the Company has agreed in writing to accept such return and the conditions of such return.
- 9.5 The Company shall not refund the Client for defective Products, unless otherwise agreed to by the Company in writing. In the event the Client returns Products to the Company without the Company's prior written approval, the Company may store the Products at the Client's expense and risk. Any additional costs to deliver the Products back to the Client shall be borne by the Client.
- 9.6 Unless otherwise agreed in writing, a claim for repair or replacement of defective Products shall not suspend the Client's payment obligation.
- 9.7 Returns of wrongfully delivered Products shall be made at the Company's risk and expense.
- 9.8 If Products are manufactured or supplied in accordance with the Client's specifications and/or drawings, or services are performed in accordance with the Client's instructions, the Company does not warrant the efficiency or performance of such Products.

10. INDEMNITY AND LIMITATION OF LIABILITY

- 10.1 The Client agrees to indemnify, hold harmless and defend the Company and the Company's directors, officers, employee's and agents, and the directors, officers, employees and agents of any of the Company'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 the sale, marketing or use of the Services by the Client, except that such claims, suits, losses, damages, costs, fees or expenses must have arisen or resulted from any grossly negligent or wrongful act or omission of the Company.
- 10.2 IN NO EVENT SHALL THE **COMPANY**, 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 **CLIENT** OR ITS CLIENTS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF BUSINESS, GOODWILL, PROFITS, LOSS OF INCOME OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE 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.

10.3 ANY ACTION BY THE **CLIENT** OR BREACH OF THE **CONTRACT** BY THE **CLIENT** OR ANY OTHER CAUSES OF ACTION OF THE **CLIENT** EXPRESSLY ALLOWED UNDER THE **CONTRACT** MUST BE COMMENCED WITHIN 1 (ONE) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

11. FORCE MAJEURE

- 11.1 In the event of war, civil unrest, rioting, fire, other disasters and any other circumstances beyond the Company's control, irrespective of whether or not this occurs on its business premises or those of its suppliers, or in the event of any change of circumstances of such nature that the Company cannot reasonably be required to fulfil its obligations, the Company shall be entitled to withdraw its quotations or offers, suspend deliveries or terminate any relevant Agreement without judicial intervention and without any compensation to the Client. Failure by the Company's suppliers to meet their delivery obligations to the Company shall be deemed to be a case of force majeure.
- 11.2 In the event that the Company relies on force majeure, it shall immediately notify the Client thereof in writing, as well as the cessation thereof.
- 11.3 Where the Company has partially executed the Agreement before force majeure occurred, the Client shall pay the Agreement Price for the partial execution of the Agreement.

12. TERMINATION AND SUSPENSION

- 12.1 The Company may, without prejudice to any other rights or remedies it may possess under or in connection with the Agreement and without paying compensation of any kind to the Client, in its sole discretion choose to suspend its obligations under the Agreement or terminate the Agreement by written notification –
- 12.1.1 where the Client ceases to exist;
- 12.1.2 where the Client is placed under provisional or final liquidation or sequestration, or provisional or final judicial management, as the case may be;
- 12.1.3 where the business of the Client is being transferred;
- 12.1.4 where the shareholding of the Client changes;
- 12.1.5 where the Client enters into a scheme of arrangement with its creditors;
- 12.1.6 where a significant part of the Client's assets is being liquidated or sequestered; or

12.1.7 where the Client is in breach of any of its contractual obligations, including failing to pay any amount due and payable on the due date, and having failed to rectify such breach within 10 (ten) days of having been requested to do so in writing by the Company.

12.2 In the event of suspension or termination of the Agreement by the Company, all of the Company's claims for Products already delivered or provided under the Agreement, any harm suffered, including any loss of profit suffered as a result of the suspension or termination of the Agreement as a result of any of the occurrences listed in clause 12.1 above, shall become due with immediate effect.

13. RETENTION OF TITLE / RESERVATION OF OWNERSHIP

- 13.1 Notwithstanding delivery of the Products to the Client, the ownership in the Products shall remain vested in the Company until the full Contract Price and any other amounts due by the Client have been paid together with any interest or other costs to the Company arising out of the Agreement and these Terms.
- 13.2 While the Company remains the owner of the Products, the Client may not sell, lend, pledge, mortgage or otherwise encumber, rent or lease the Products or remove them or have them removed from the Client's business premises for any reason whatsoever, unless the Company has expressly consented thereto in writing.
- 13.3 In the event that the Client fails to make payment of amounts due and payable, the Company may take repossession of the Products of which the Company has retained ownership until full payment is effected, and the Company shall deliver the Products to the Client upon receipt of notice of payment by the Client, without undo delay. In such case, the Company may request additional security from the Client before returning the Products to the Client.
- 13.4 The Client undertakes to handle the Products with care; in particular it is obliged to insure them adequately at the reinstatement value against damage caused by fire, water, and theft at the Client's expense.
- 13.5 In the case of attachments or other legal interventions by third parties, the Client shall inform the Company of same in writing without undue delay. The Client shall be liable to the Company for all necessary costs incurred pursuant to third party legal action.
- 13.6 In processing or transforming the Products with other items not belonging to the Company, the Company shall acquire joint title to the new thing in the same proportion as the value of the delivered item bears to the other processed items at the time of the processing. In all other cases, the new thing having resulted from the processing shall be governed by the same provision as the Products. The retention of title / reservation of ownership shall remain effective in this regard.

14. CERTIFICATE OF INDEBTEDNESS

- 14.1 A certificate under the hand of any duly authorised director of the Company as to the existence and the amount of the Client's indebtedness to the Company,

- as well as the amount of any interest accrued thereon, and as to any other fact, matter or thing relating to the Client's indebtedness to the Company, shall be accepted as sufficient (*prima facie*) proof of the contents and accuracy thereof and of the amount of the Client's indebtedness for the purpose of provisional sentence or summary judgment or any other proceedings against the Client in any competent Court and shall be valid and constitute a liquid document for such purposes.
- 14.2 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 the purpose of any action or any other proceeding instituted by the Company against the Client.

15. NOTICES AND DOMICILIA

- 15.1 Any notice to be given to the Parties in terms of the Agreement and these Terms shall be in writing and delivered by hand during ordinary business hours or e-mailed or posted by prepaid registered post to the addresses mentioned hereunder, which addresses the Parties choose as their domicilium citandi et executandi for all purposes arising out of the Agreement and these Terms:

15.1.1 The Company:
Krannich Solar Energy (PTY) Ltd.
Space 50 Long Street
8001 Cape Town
South Africa

15.1.2 The Client: The delivery address as reflected in the Agreement.

- 15.2 The Parties may choose such other physical address by written notice to the other.

16. CONFIDENTIALITY

- 16.1 The Company shall keep confidential all information obtained from the Client except such information as is in the public domain, or where the Client agrees in writing to making this information available to other parties.
- 16.2 Notwithstanding clause 16.1 above, the Client acknowledges that the Company may be required to disclose confidential information to its legal advisers, insurers or to another party under any law requiring such disclosure and that disclosure under such circumstances will not constitute a breach of clause 16.1 above.
- 16.3 The Client agrees to keep confidential any methodologies, technology, know-how, trade secrets, software and tools used, provided or developed by the Company in providing and delivering the Products and/or Services.

17. PROTECTION OF PERSONAL INFORMATION

- 17.1 The Parties hereby undertake to comply with the provisions of POPI in their dealings with Personal Information and acknowledge that they are familiar with and undertake to comply with the provisions of POPI.
- 17.2 The Parties acknowledge and agree that some data provided by the Client to Rödl & Partner, or to which Rödl & Partner may become privy pursuant to the Agreement, may constitute Personal Information.

- 17.3 Where one party (the "Responsible Party") supplies Personal Information to the other party (the "Operator"), the Operator will:

- 17.3.1 ensure that such Personal Information is only used for purposes authorised by the Responsible Party and in terms of the Agreement;
- 17.3.2 notify the Responsible Party of any request it receives from third parties for access to or changes to the Personal Information;
- 17.3.3 not transfer the Personal Information in any manner to any third party not authorised in writing by the Responsible Party;
- 17.3.4 not send Personal Information outside South Africa without prior written authorization from the Responsible Party;
- 17.3.5 comply with all laws, policies and procedures relating to the protection, storage, handling, privacy, processing and retention of Personal Information as well as the destruction of Personal Information;
- 17.3.6 take appropriate and reasonable technical and organisational security measures to prevent the loss of, damage to or unauthorised destruction of Personal Information, and the unlawful access to or Processing of Personal Information – the measures taken must at all times be at least of a minimum standard required by all applicable laws and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of data;
- 17.3.7 take reasonable steps to identify all reasonably foreseeable internal and external risks posed to data under its possession or control and establish and maintain appropriate safeguards against any risks identified – the receiving party shall regularly verify that the safeguards are effectively implemented, and keep a record of such verification and be updated continually in response to new risks or deficiencies in previously implemented safeguards;
- 17.3.8 provide a level of security appropriate to the harm that might result from any unauthorised or unlawful processing or accidental loss, destruction or damage to the Personal Information and also to the nature of the Personal Information being protected – any act or omission that compromises the security, confidentiality or integrity of Personal Information or the safeguards used to protect the security, confidentiality or integrity of Personal Information, or a receipt of or a complaint in respect of the security practices of the Operator or a breach or alleged breach of any of the undertakings in relation to POPI imposed on the Operator by the Agreement or of obligations imposed on the Operator in terms of POPI, will be deemed to be a breach for purposes of the Agreement;
- 17.3.9 ensure that, in the event of breach or suspected breach, the Operator will notify

- the Responsible Party as soon as becoming aware of the breach;
- 17.3.10 ensure, if required, the necessary audit procedures are in place to deal with the requirements of POPI and this clause 17.3;
- 17.3.11 implement any other measures and procedures to ensure that the Operator's obligations in terms of this clause 17.3 and POPI are met.
- 17.4 After receipt of a notification of breach referred to in clause 18.3.8 above, the Parties shall as soon as reasonably possible meet to investigate the breach and the Operator will cooperate with the Responsible Party and assist the Responsible Party with its investigation by providing access to its systems, records, files, logs, data, employees and other relevant information that may be required in order to comply with its obligations in terms of POPI.
- 17.5 The Operator shall treat any breach as confidential and shall not inform any third party of a breach unless it has obtained the Responsible Party's prior written consent. Any notification of a breach to any individual or regulatory authority and the content, manner and form thereof shall be within the Responsible Party's discretion.
- 17.6 The Operator shall take all steps required to prevent any further breaches at its own expense. If the preventative measure requires a publication of the breach to any third party (including a court of law or a regulator) it shall only do so after obtaining the Responsible Party's prior written consent as contemplated in clause 18.5 above, which shall not be unreasonably withheld.
- 17.7 The Operator further warrants, represents and undertakes that it shall ensure that all its systems and operations which it uses to provide the Services shall at all times be of a minimum standard required by all applicable laws and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of Personal Information.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

- 18.1 The Agreement, including these Terms, shall be governed by and construed exclusively in accordance with the laws of the Republic of South Africa.
- 18.2 The Parties agree to the non-exclusive jurisdiction of the Western Cape division of the High Court for the adjudication of all disputes arising from the Agreement, including these Terms.
- 18.3 The Company may elect to refer a dispute to arbitration, which arbitration proceedings shall be held in Cape Town, South Africa and conducted in accordance with the Standard Procedure Rules of the Association of Arbitrators of South Africa

19. GENERAL

- 19.1 The Agreement and these Terms 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 these Terms, shall be binding on either of the Parties unless done in writing and signed by the Parties hereto.
- 19.2 Subject to the Company's discretion to update and amend these Terms from time to time, no variation,

alteration or consensual cancellation of these Terms or any of the terms hereof, shall be of any force or effect, unless done in writing and signed by the Parties hereto.

- 19.3 No waiver or abandonment by either Party of any of its rights in terms of these Terms shall be binding on that Party, unless such waiver or abandonment is in writing and signed by the waiving Party.
- 19.4 No indulgence, extension of time, relaxation or latitude which any Party may show, grant or allow to another shall constitute a waiver by a Party of any such Party's rights and such Party shall not be prejudiced or stopped from exercising any of its rights against any Party which may have arisen in the past or which might arise in the future.
- 19.5 Unless the context indicates otherwise, the rights and obligations of any Party arising from these Terms shall devolve upon and bind its successors-in-title.
- 19.6 All provisions in these Terms are, notwithstanding the manner in which they have been put together or linked grammatically, severable from each other. In the event that any provision of these Terms is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, the unenforceable provision shall be replaced by an enforceable provision which comes as close as possible to the purpose and intention of the unenforceable provision and all remaining provisions of these Terms shall be of full force and effect.
- 19.7 The Parties agree that they will do all things and sign all documents necessary to give effect to the terms of these Terms and to all transactions deriving therefrom.

Status: 04.2019

SIGNED AT _____
 BY THE CLIENT ON THIS THE _____ DAY OF _____
 _____ 20_____

THE CLIENT CONFIRMS THAT HE/SHE/IT HAS READ AND UNDERSTOOD THE CONTENTS OF THIS DOCUMENT AND UNDERSTANDS THAT HE/SHE/IT IS BOUND BY THESE GENERAL SERVICE TERMS AND CONDITIONS.

Signature: _____

Name: _____

Capacity / Designation: _____