

LEGAL DISCLAIMER:

YOU HEREBY AGREE THAT IN THE EVENT THAT YOU PURCHASE ANY GOODS FROM OBC DISTRIBUTION CENTRE (PTY) LTD, INCLUDING ANY OF OBC STORES (“THE SUPPLIER”) ACROSS THE COUNTRY AT ANY TIME, THE FOLLOWING STANDARD PURCHASE TERMS AND CONDITIONS SHALL BE BINDING AND REGULATED THE PURCHASE TRANSACTION BETWEEN YOU AND THE SUPPLIER.

UNLESS OTHERWISE AGREED BETWEEN THE PARTIES IN WRITING, PAYMENT OF THE INVOICES SHALL BE MADE SHALL BE EITHER ON A CASH BEFORE DELIVERY (“CBD”) BASIS, WHICH SUCH PAYMENT MUST REFLECT IN THE BANK ACCOUNT OF THE SUPPLIER BEFORE RELEASE AND/OR ON CREDIT WITHIN 7 (SEVEN) DAYS COLD STORAGE GOODS AND 21 (TWENTY ONE) DAYS DRY GOODS FROM THE DATE OF DELIVERY OR BEFORE ANOTHER ORDER CAN BE DELIVERED, WHICHEVER COMES FIRST.

STANDARD PURCHASE TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, unless the context indicates a contrary intention, words and expressions defined in the agreement shall bear the same meanings in this Agreement (unless defined in this Agreement) and the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1.1 **“Agreement/Credit Application”** means the agreement contained in this document and annexures attached hereto;

1.1.2 **“Customer/ the Applicant”** means the person, being individual or legal entity as, who shall be purchasing certain Goods from the Supplier on a cash before delivery (“CBD”) basis to whom the credit facility is granted, from time to time;

1.1.3 **“Day(s)”** means any day of the week;

1.1.4 **“Goods”** means including, but not limited to, “Dry goods” and Cold Storage Goods” and/or any product provide and/or services rendered by any division, branch or affiliate of the Supplier, indicated on any Supplier forms, price lists, quotations, delivery notes, order and invoices;

1.1.5 **“Parties”** means the Supplier and Customer;

1.1.6 **“Supplier”** means OBC Distribution Centre (Pty) Ltd, registration number 2004/001224/07, including any OBC stores located across the county.

1.2 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

1.3 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.

1.4 The clause headings in these Standard Conditions of Sale shall not be used in the interpretation thereof.

1.5 **THIS AGREEMENT CONTAIN PROVISIONS THAT ARE PRINTED IN A SIMILAR FORMAT TO THIS PARAGRAPH AND WHICH PROVISIONS MAY HAVE THE EFFECT THAT IT PURPORTS TO 1) LIMIT IN ANY WAY THE RISK OR LIABILITY OF THE SUPPLIER OR ANY OTHER PERSON; AND/OR 2) CONSTITUTES AN ASSUMPTION OF RISK OR LIABILITY BY THE CUSTOMER; AND/OR 3) IMPOSE AN OBLIGATION ON THE CUSTOMER TO INDEMNIFY THE SUPPLIER OR ANY OTHER PERSON FOR ANY CAUSE AND/OR 4) BE AN ACKNOWLEDGMENT OF ANY FACT BY THE CUSTOMER. PLEASE READ SUCH PROVISIONS CAREFULLY**

AS THEY ARE IMPORTANT.**2. OFFER AND ACCEPTANCE**

2.1 It is recorded that orders shall be accepted and the goods be supplied subject to the terms and conditions indicated herein.

2.2 Unless stated to the contrary, all weights indicated in the Supplier's price list or on the packaging indicate the net weight/volume of the goods at the time of the packaging thereof and exclude the weight of the packaging material.

2.3 Orders by the Customer for the Supplier's goods shall be made in writing to such address as may be nominated by the Supplier from time to time. Oral orders shall similarly be capable of acceptance by the Supplier, but the Supplier will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to make orders in writing;

2.4 In the event that an order is placed by the Customer, the order shall constitute an irrevocable offer to purchase the goods and acceptance of the order/offer shall constitute a sale on the terms and conditions stipulated herein to the exclusion of any conditions to the contrary attached to or forming part of the Customer's order.

2.5 Acceptance of the Customer's order by the Supplier shall take place when the Supplier accepts the order telephonically (orally) or in writing. The place of acceptance is agreed to be the Supplier's offices and shall be deemed the place of contracting vesting jurisdiction over the transaction.

2.6 No order that has been accepted by the Supplier may be cancelled by the Customer except with the prior written consent of the Supplier.

2.7 The Customer shall be responsible and bare the risk for ensuring the accuracy of the terms of any order submitted by the Supplier. The Customer will take care that the terms included in any order placed by the Customer, are accurately and clearly stated to the Supplier.

3. REPRESENTATION

No representative, agent, telesales lady or salesman of the Supplier has any authority to vary these conditions or to make any representation on the Supplier's behalf and no purported variation of these conditions shall be of any effect unless it is in writing and duly signed by a director of the Supplier.

4. PRICES

4.1 The price payable for goods ordered by the Customer shall be the Supplier's list price ruling at the date of acceptance, unless the parties reach an agreement in writing, duly signed by both parties, regarding any discount on such list price.

4.2 The list prices or any other agreed price shall be quoted, from time to time, by Supplier.

4.3 The prices shall include transport and delivery costs unless notified by Supplier to the contrary in writing.

4.4 The Supplier's price list shall be considered merely as a guide to the Customer and the Supplier has the right, from time to time, for any reason and without notice to the Customer, to change the price of any of its goods, whether such prices are reflected on price lists or not.

5. DELIVERY AND EXCLUSIVITY OF SUPPLY

5.1 In addition to clause 4.3, in the event that any additional carrier transporter services is required by the Customer, the Customer is liable for any additional transport costs of goods to any delivery address of the Customer. The initial transport costs shall be reflected in the quotation.

5.2 In the event that the customer fails to take delivery of the goods ordered for whatever reason, or in any way delays the delivery of goods ordered, then the risk of the goods shall immediately pass to the customer and the customer shall be liable to pay the supplier the reasonable costs, including but not limited to, standing costs, storing costs, insuring costs and handling the goods, until delivery takes place.

5.3 In the event that the carrier transporter is contracted by the Supplier, delivery shall be effected when the goods are off-

loaded at the premises of the Customer as indicated in the order. The signature of any employee of the Customer on a Supplier delivery note or invoice shall be prima facie proof of proper delivery, notwithstanding the fact that such order may have been given or signed by a person not authorised by the Customer.

5.4 Unless otherwise agreed, in the event of the carrier transporter being contracted by the Customer, delivery shall be affected when the goods are placed upon the wagon, carriage transporter or vehicle of the carrier transporter. The carrier transporter shall be the Customer's agent and delivery to the carrier shall be deemed to be good and lawful delivery to the Customer. The signature of any employee of the carrier transporter shall be prima facie proof of proper delivery to the Customer, notwithstanding the fact that such order may have been given or signed by a person not authorised by the Customer.

5.5 Delivery of goods to any delivery address given by the Customer, shall constitute proper delivery of the goods, despite the fact that such address may not have been the address or premises of the Customer;

5.6 In the event that the Supplier makes delivery to the Customer in installments, each installment shall be deemed to be subject of a separate contract and non-delivery or delay in delivery of any installment shall not affect the balance of the contract or entitle the Customer to cancel the contract. When goods are delivered in installments, invoices relating to separate deliveries shall be paid as if such goods were the subject of a separate order and no payment shall be postponed until such time as all the goods ordered have been delivered;

5.7 Any remuneration payable in respect of the goods is to be paid prior to delivery, except in the event that the goods are being purchased on an approved account.

5.8 The Supplier does not guarantee delivery on any specified date but will endeavour to effect delivery as near as possible to the date stated in the order and/or acceptance thereof. The Customer shall neither be entitled to repudiate or withdraw from the sale on the grounds of late or non-delivery, nor to place the Supplier *in mora* in respect of the delivery and waive its rights to do so. **THE SUPPLIER SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY THE CUSTOMER IN EVENT**

OF LATE DELIVERY BY THE SUPPLIER AND THE CUSTOMER WAIVES ITS RIGHT TO CLAIM IN THIS REGARD.

IN THE EVENT OF ANY ALLEGATION THAT THE GOODS ARE UNSAFE OR DEFECTIVE, THE SUPPLIER WILL NOT BE LIABLE FOR ANY DAMAGE CAUSED WHERE SUCH CHARACTERISTIC, NEGLIGENCE, DEFECT OR DANGER DID NOT EXIST AT THE TIME OF DELIVERY OF SUCH GOODS BY THE SUPPLIER TO THE CUSTOMER AND THE CUSTOMER ACKNOWLEDGES AND ACCEPTS SAME WHEN TAKING DELIVERY OF THE GOODS IN ACCORDANCE WITH PROVISIONS OF THIS CLAUSE.

PAYMENT

6.1 Each order shall be considered a separate agreement and upon delivery to the Customer an invoice will be issued for the purchase price, which includes the transport costs.

6.2 Unless otherwise agreed between the parties in writing, payment of the invoices shall be made shall be either on a Cash before Delivery ("CBD") basis, which such payment must reflect in the bank account of the Supplier before release and/or on credit within 7 (seven) days cold storage goods and 21 (twenty one) days dry goods from the date of delivery or before another order can be delivered, whichever comes first.

6.3 **THE CUSTOMER SHALL NOT CLAIM THE RIGHT TO REBATES AND/OR DISCOUNTS ON ANY BASIS OF WHATSOEVER NATURE, UNLESS A MANAGER OR DIRECTOR OF THE SUPPLIER HAS AGREED TO SUCH REBATES AND/OR DISCOUNTS IN WRITING, AND FURTHER PROVIDED ALWAYS AND SUBJECT TO THAT SUCH REBATES AND/OR DISCOUNTS SHALL NOT BE ALLOWED ON ANY GOODS DISPATCHED IF PAYMENT FOR ANY GOODS SUPPLIED WHATSOEVER INVOLVED PRIOR THERETO IS OVERDUE.**

6.4 In the event that the parties reach an agreement in writing in respect of payment on terms other than indicated in clause 6.2 above and the Customer is in default to make any payment in terms of such an agreement, the full balance due on the date of default shall immediately become due, owing and payable without any further notice.

6.5 Interest shall be charged on all arrears accounts at the prime rate of Absa bank limited from time to time plus 2, 5% per annum, calculated

from the 14th (fourteenth) day of the month from the date of the statement on which the invoice first appears. In the event of any account being overdue for a period of 30 (thirty) days or longer, such arrears shall be charged interest at the prime rate of Absa bank limited, from time to time, plus 5%.

6.6 Should any invoice not be paid on due date by Customer or should the Supplier at any time be dissatisfied with the financial position of the Customer, the Supplier may refuse deliveries and may at its discretion enforce immediate payment for all deliveries already made. The contents of this clause 6.5 shall not prejudice any of the Supplier's other rights that it may have in terms of this agreement or in law.

6.7 All payments to be made by the Customer in terms of the agreement shall be made free from any set-off, deduction withholding or counterclaim, bank and any other related charges

6.8 All payments shall first be applied to redeem the interest, then any legal costs and then the capital due.

6.9 The Customer shall not be entitled to deduct or set off any sums against invoiced amounts, whatsoever.

6.10 All legal and other costs incurred by the Supplier in recovering monies due to the Supplier in terms hereof shall be paid by the Customer on an attorney and own client scale.

6.11 Payments in respect of dry goods is payable in the following account, unless otherwise directed by the Supplier in writing:

Bank: ABSA
Acc name: OBC DRY GOODS
Acc number: 405 958 7625
Branch: 632 005

6.12 Payments in respect of cold storage is payable in the following account, unless otherwise directed by the Supplier in writing:

Bank: ABSA
Acc name: OBC COLD STORAGE
Acc number: 406 233 9849
Branch: 632005

7. OWNERSHIP AND RISK

7.1 It is a specific and material condition of any sale or any transaction between the parties, that the ownership in and to the goods shall at all times remain vested in the Supplier and only pass to the Customer upon payment of the goods in full.

7.2 **RISK OF LOSS OR DAMAGE TO THE GOODS SHALL PASS TO THE CUSTOMER UPON DELIVERY. THE CUSTOMER SHALL TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THE SAFEKEEPING, SAFE STORAGE AND SAFE HANDLING OF THE GOODS. THE CUSTOMER SHALL FULLY INSURE THE GOODS PURCHASED FROM THE SUPPLIER AGAINST LOSS OR DAMAGE, UNTIL THE FULL PRICE HAS BEEN PAID BY THE CUSTOMER FOR SUCH GOODS. PENDING PAYMENT TO THE SUPPLIER FOR GOODS PURCHASED, ALL BENEFITS IN TERMS OF THE INSURANCE POLICY RELATING TO THE INSURANCE OF SUCH GOODS ARE CEDE TO THE SUPPLIER;**

7.3 The Customer shall inform the landlord of the premises at which the goods are kept that such goods are the sole and absolute property of the Supplier until such time as the full purchase price has been paid to the Supplier by the Customer;

7.4 In the event of a breach of these terms and conditions by the Customer, or if the Customer is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fail to satisfy a judgment granted against it within 7 days of the date of judgment or changes the structure of its ownership, the Supplier shall be entitled to take possession of the goods without prejudice to any further rights vested in the Supplier;

8. DESCRIPTIVE MATTER

Illustrations, descriptive matter and other literature issued in respect of any product sold are intended as a general guide only and are not to be taken as binding on the Supplier;

9. INDEMNITY AND LIABILITY

9.1 **THE CUSTOMER INDEMNIFIES THE SUPPLIER FROM:**

- 9.1.1 ANY NEGLIGENT AND/OR INTENTIONAL ACT BY THE CUSTOMER OR HIS/HER EMPLOYEES OR CONTRACTORS WITH REFERENCE TO THE GOODS OR THE USE OF THE GOODS;
- 9.1.2 ANY LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR LIABILITY CAUSED BY OR RESULTING FROM, WITHOUT LIMITATION, THE USE, TRANSPORT OR STORAGE OF THE GOODS AFTER DELIVERY THEREOF TO THE CUSTOMER;
- 9.1.3 ANY LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE), DEATH OF OR INJURY TO THIRD PARTIES RESULTING FROM THE CUSTOMER'S NEGLIGENCE TO PROVIDE SUCH THIRD PARTIES WITH INFORMATION WITH REGARD TO, WITHOUT LIMITATION, INHERENT DANGERS, CORRECT USAGE, STORAGE AND DISPOSAL OF THE GOODS AND/OR THE CUSTOMER'S NEGLIGENCE TO TAKE ALL REASONABLE AND NECESSARY STEPS TO AVOID THE OCCURRENCE OF SUCH EVENTS DURING THE USE, STORAGE AND DISPOSAL OF THE GOODS BY THE CUSTOMER;
- 9.1.4 THE CUSTOMER RENOUNCES ANY CLAIM FOR LOSS, DAMAGE OR LIABILITY THAT HE/SHE MAY HAVE AGAINST THE SUPPLIER RESULTING FROM, BUT NOT LIMITED TO, CLAIMS BASED ON THE FACT THAT THE GOODS ARE NOT SUITABLE FOR THE USER'S PURPOSES.
- 9.1.5 SUBJECT TO THE CONTENT OF CLAUSE 9.1.2 ABOVE THE SUPPLIER WILL NOT BE LIABLE FOR ANY CONTRACTUAL, DELICT AND/OR CONSEQUENTIAL DAMAGE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION AND LOSS OF MARKET SHARE RESULTING FROM ANY ALLEGED DEFECT AND/OR UNSUITABILITY OF THE GOODS AND/OR ANY LATE DELIVERY THEREOF. THE SUPPLIERS' LIABILITY WILL IN ALL CIRCUMSTANCES AND IRRESPECTIVE OF THE MANNER IN WHICH IT ORIGINATE, IN THE SUPPLIER'S EXCLUSIVE DISCRETION, BE LIMITED TO THE REPLACEMENT OF THE RELEVANT GOODS AT NO COST TO THE CUSTOMER.
10. **WARRANTIES**
- 10.1 The Supplier provides no warranties, whether emphatic or implicit, in respect of the goods, including but not limited to, any condition and/or guarantee, whether statutory, commonly or otherwise with regards to the quality or suitability for a specific purpose and/or saleability ,except that the goods will be of good quality and free from defects thereof.
- 10.2 **THE CUSTOMER INDEMNIFIES AND HOLDS HARMLESS THE SUPPLIER AGAINST ALL ACTIONS, LEGAL PROCEEDINGS, CLAIMS, COSTS AND EXPENSES IN ANY MANNER CAUSED BY, INCIDENTAL TO, CONNECTED WITH OR ARISING OUT OF THE USE, ON SELLING OR HANDLING OF ANY OF THE GOODS TO ANY THIRD PARTIES, WHICH WAS ACQUIRED BY THE CUSTOMER FROM THE SUPPLIER IN TERMS OF THIS AGREEMENT.**
- 10.3 The Customer warrants that he/she is familiar with the use, characteristics and inherent dangers attached to the goods and further warrants that the Customer has complied with all statutory requirements and is in possession of the necessary permits, authorisations and other official documents that are required for the handling, purchase, storage, transport, treatment, use and/or disposal of the goods (if any).
11. **RETURNS OF GOODS AND DEFECTS**
- 11.1 The Customer shall be entitled to inspect the goods immediately upon receipt thereof and subject to any rights the Customer may have under section 55 and 56 of the CPA, give notice in writing of any claim in respect of the following:
- 11.1.1 a shortfall in delivery at the time of delivery by recording the shortfall on the delivery note concerned;
- 11.1.2 defective or spoiled goods where the defect or spoilage can be visibly determined by external inspection, within 36 hours of delivery.
- 11.1.3 defective or spoiled goods where the defect or spoilage cannot be visibly determined by an external inspections, within 36 hours after the Customer became aware, or could by the exercise of reasonable care, have become aware of the defects or spoilage, but in the event by no later than 3 days of delivery, falling which the claim shall lapse and shall not be capable of being enforced.
- 11.2 If the Customer should neglect or fail to give the notice referred to in clause 11.1 above, the quantity and quality of the delivered

	goods <i>will prima facie</i> be considered to have been delivered in accordance with this agreement, free from defects.	13.2	This may include the registering of a notarial bond over the movable property and/or equipment of the customer, the cession of the right, title and interest in and to the shares or member's interest of the customer entity, in favour of the supplier and the pledge of such shares and interest.
11.3	If the Customer gives notice to the Supplier in accordance with clause 11.1 above and if the Supplier, in its absolute discretion is satisfied that the goods are faulty, the Supplier will replace such part of the goods with the same quantity goods.	13.3	The customer undertakes to sign all documents in respect of such additional security should it be required.
11.4	In the event that the goods are returned for whatever reason, the Supplier shall be entitled to charge the customer reasonable costs, including, but not limited to, storage costs, transports costs, repacking costs and so forth, which the customer shall pay on demand.	14.	PERSONAL INFORMATION AND THE DISCLOSURE THEREOF
12.	FORCE MAJEURE	14.1	The Customer understands that the personal information given in this credit application form is to be used by the Supplier for the purposes of assessing his/her credit worthiness. The Customer confirms that the information given by him/her in this credit application form is accurate and complete.
12.1	THE SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OCCASIONED TO THE CUSTOMER BY DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION UNDER THESE TERMS AND CONDITIONS OF SALE IF THE DEFAULT IS CAUSED BY ANY OCCURRENCE WHATSOEVER WHICH IS NOT WITHIN THE CONTROL OF THE SUPPLIER, INCLUDING BUT NOT LIMITED TO INDUSTRIAL ACTION, ACCIDENT, POWER FAILURE, BREAKDOWN OF PLANT OR MACHINERY, ORDER OF ANY GOVERNMENT AUTHORITY, AND, SUBJECT TO CLAUSE 12.2, SHORTAGE OF SUPPLIES REQUIRED FOR OR IN CONNECTION WITH THE SUPPLY OR MANUFACTURE OF THE GOODS. THE SUPPLIER WILL GIVE THE CUSTOMER WRITTEN NOTICE OF THE OCCURRENCE AT THE EARLIEST OPPORTUNITY.	14.2	The Customer further agrees to update the information supplied. As and when necessary, in order to ensure the accuracy of the above information, failing which the Supplier will not be liable for any inaccuracies;
		14.3	The Supplier has the Customer's consent at all times to contact and request information from any persons, credit bureaus or businesses, including those mentioned in the credit application form and to abstain any information relevant to the Customer's credit assessment, including but not limited to, information regarding the amount purchased from Suppliers per month, length of time the Customer has dealt with each Supplier, type of goods or services purchased and manner and time of payment;
12.2	If as the result of an occurrence contemplated in clause 12.1 and the Supplier being delayed in or prevented from delivering the goods at the due time or times, the Supplier may, on furnishing the Customer with a written notice of that fact, at the earliest opportunity withhold, suspend or reduce deliveries to such extent as the Supplier in its discretion deems fit.	14.4	The Customer agrees and understands that information given in confidence to the Supplier by a third party on the Customer will not be disclosed to <i>the Customer</i> ;
		14.5	The Customer hereby consents to and authorises 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 about the Customer in his dealings with the Supplier.
13.	ADDITIONAL SECURITY	14.6	The Supplier shall adhere provisions of the Protection of Personal Information Act 4 of 2013.
13.1	The supplier shall be entitled to demand additional security from the customer and/or its directors, shareholders or members for the due and proper fulfilment of the obligations of the customer in terms hereof, in the discretion of the supplier.		

15. **CREDIT FACILITIES**

The Supplier reserves the right to withdraw any credit facilities at any time with prior notice to the Customer and the nature and extent of such facilities shall at all times at the Supplier's sole discretion. The Supplier reserves the right to increase or decrease to the extent of the said facilities at its sole discretion.

The credit limit shall not be deemed to be the limit of a Customer's indebtedness to the Supplier.

16. **BREACH**

16.1 In the event that the Customer is in breach of any term or condition contained herein, the Supplier shall, without prejudice to any of its other rights immediately and with notice be entitled to (visa versa):

16.1.1 cancel this agreement with immediate effect and claim damages from the Customer

16.1.2 Claim for specific performance by the Customer.

17. **GENERAL**

17.1 This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreement, representations or warranties between the parties other than those set out herein are binding on the parties.

17.2 No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing on hard copy paper and signed by all the parties by hand in ink or their duly authorised representatives and the provisions of Electronic Communications and Transactions Act 25 of 2002 are specifically excluded.

17.3 The parties shall at all times keep confidential (and ensure that their employees and agents shall keep confidential) all confidential information which they have or may acquire in relation to this agreement and shall specifically, not disclose to any third parties, the terms of the offer.

17.4 These Terms and Conditions shall apply in so far as they are held to be lawful and enforceable. If any condition or part of a condition shall be held to be unlawful or unenforceable, these Terms and Conditions shall be read and construed as if such condition or part thereof were omitted.

17.5 The parties agree to act at all times in good faith and agree to perform any further acts and to execute and deliver any further documents, which may be necessary or appropriate to carry out the purposes and the implementation of this agreement. The parties shall at all times observe the principles of good faith towards one another in the performance of their obligations in terms of this agreement.

17.6 No latitude, extension of time or other indulgence which may be given or allowed by any one party to the other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this agreement and no single or partial exercise of any right by any one party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this agreement or stop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

17.7 Each of the parties hereto acknowledges that they have been free to secure independent legal advice as to the nature and effect of all of the provisions of this agreement and that they have either taken such independent legal advice or dispensed with the necessity of doing so. Further, each of the parties hereto acknowledge that all of the provisions of this agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the parties in connection with the agreement.

17.8 THE CUSTOMER hereto chooses *Domicilium Citandi et Executandi* for all purposes arising out of this agreement at the Physical Address of registered business address as reflected at on its Cor 14.3. or on the The Companies and Intellectual Property Commission website.



