

## TERMS & CONDITIONS

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Pathteq QPL Logistics (Pty) Ltd (hereinafter called Pathteq) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Pathteq; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or dissolutive conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by Pathteq and (g) these terms apply to all servants and subcontractors of Pathteq.
2.
  - 2.1 – This Agreement only becomes final and binding on receipt and acceptance of any order by Pathteq at its business address in Sandton, Linbro Park Office.
  - 2.2 – Any order only becomes final and binding on receipt and acceptance of any order by Pathteq at its business address per 2.1
3. The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as co-debtor jointly and severally for the full amount due to Pathteq and agrees that these Standard Conditions will apply in the exact same way to him / her.
4. The Customer acknowledges that it does not rely on any representations made by Pathteq in regard to the services or any of its qualities 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 Pathteq in respect of the services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by Pathteq.
5.
  - 5.1 – The Customer agrees that neither Pathteq nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
  - 5.2 – It is the sole responsibility of the Customer to determine that the services ordered are suitable for the purposes of intended use.
  - 5.3 – The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
6.
  - 6.1 – All quotations will remain valid for a period of 7 days from the date of the quotation.
  - 6.2 – All quotations are subject to the availability of the services and subject to correction of good faith errors by Pathteq and the prices quoted are subject to any increases in the cost price of Pathteq before acceptance of the order.
  - 6.3 – If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.
  - 6.4 – The Customer hereby confirms that the services on any Tax Invoice issued duly represent the services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the 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.

6.5 – Notwithstanding the provisions of section 1 above, all orders or agreed variations to orders, whether oral or in writing, shall be binding and subject to these standard conditions of Agreement and may not be cancelled.

6.6 – Pathteq shall be entitled in its sole discretion to split the delivery / performance of the services ordered in the quantities and on the dates it decides.

6.7 – Pathteq shall be entitled to invoice each delivery / performance actually made separately.

6.8 – Any delivery note or waybill (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Pathteq shall be prima facie proof that delivery was made to the Customer.

6.9 – All physical and other services rendered by Pathteq on behalf or at the request of the Customer are at the Customer's sole risk. Services carry no guarantee.

6.10 – Delivery and performance times quoted are merely estimates and are not binding on Pathteq.

6.11 – If Pathteq agrees to engage a third party to transport the goods, Pathteq is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Pathteq.

6.12 – The Customer indemnifies Pathteq against any claims that may arise from such agreement in clause 6.11 – against Pathteq.

6.13 – Pathteq deals with goods only on the basis that it is neither a common carrier nor a public carrier.

6.14 – Pathteq will act solely as the Customers agent in arranging insurance.

6.15 – Pathteq will only endeavour to effect any insurance when timeously requested by the Customer in writing. Such insurance will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriter taking the risk and Pathteq shall not be obliged to obtain separate cover for risks so excluded or separate insurance for separate consignments and may insure any or all consignments under any open or general policy. Should any insurer dispute its liability in terms of an effected policy the Customer shall have recourse against the insurer only and Pathteq shall not have any responsibility or liability whatsoever in relation thereto notwithstanding that the premium paid on such policy may differ from the amount paid by the Customer in respect thereof.

6.16 – The Customer gives Pathteq the right to act in its sole discretion in any manner for the Customers interest or for the public good without incurring any liability in consequence where such action departs from the Customers instructions. Such actions will include disposal.

6.17 – Pathteq shall have the discretion to choose a tariff rate or premium or declare a liability on behalf of the Customer.

6.18 – Pathteq shall not be obliged to make any declaration on the nature or value of goods or seek protection or cover or arrange separate handling or storage on the Customer's behalf unless such information and instructions are received in writing.

6.19 – The Customer certifies that all information and instructions given are true and comprehensive.

6.20 – The Customer certifies that it is the owner or authorised agent of the owner of any goods of which

the Customer issues instructions to Pathteq and is authorised to bind any authorising owner, sender or consignee to accept the Pathteq Standard Conditions.

6.21 – The Customer warrants that all goods will be properly, adequately and appropriately packed and loaded in suitable and appropriate unit load devices certified fit for carriage.

6.22 – The Customer authorises Pathteq to act as its agent in any action necessary to fulfil the Customers instructions.

6.23 – The Customer authorises Pathteq to instruct third parties to fulfill instructions on the Customer's behalf without any liability whatsoever to Pathteq.

6.24 – Pathteq shall not without prior written consent accept or deal in bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, plants, perishable cargo, arms & ammunition, watches, furs, bank notes, travellers cheques, securities, shares, share coupons, stamps or any goods with a declared value exceeding US\$1000/gross kg.

6.25 – Pathteq shall not without prior written consent accept or deal in any goods, including radio-active materials, which may be or become dangerous, inflammable or noxious, or which by its nature may injure, damage, taint or contaminate, or in any way whatsoever adversely affect any person, goods or property, including goods likely to harbour or attract vermin or other pests. The Customer warrants that such goods and its packaging and its covering shall comply with any applicable laws, regulations or requirements and all data required shall be prominently marked on the outside cover of such goods.

6.26 – The Customer remains liable for all payments due where it instructed Pathteq to collect on its behalf.

6.27 – Pathteq will not make any assumptions of ownership or control on goods insufficiently marked or insufficiently documented.

6.28 – Pathteq shall not be liable for any discrepancy in quantity or quality of goods under its instruction.

6.29 – The Customer will be liable under all circumstances for any duties, taxes, imposts, levies, deposits or out-lays of whatsoever nature levied by or payable to the authorities, intermediaries or other parties at any border post or place for or in connection with the goods and whether at the time of entry and/or at any subsequent time, and for any payments, fines, penalties, expenses, loss or damage or whatsoever incurred or sustained by Pathteq in fulfilling its instruction.

6.30 – The Customer will remain liable for the full and correct amount of any charge or fee whatsoever notwithstanding incorrect invoicing by Pathteq.

6.31 – The Customer indemnifies and holds harmless Pathteq in respect of any claims of a General Average nature which may be made against Pathteq and the Customer shall provide such security as may be required by Pathteq in this connection.

7.

7.1 – No claim under this contract will arise unless the Customer has, within 7 days of the alleged breach or defect occurring, given Pathteq 30 days written notice by prepaid registered post to rectify any defect or breach of contract.

7.2 – All goods and documents relating to goods, all refunds, repayments, claims and other recoveries, shall be subject to a special and general lien and pledge either for monies due in respect of such goods or for other monies due to Pathteq from the Customer, sender, owner, consignee, or their agents, if any, for

present and past debts and Pathteq will be entitled to retain or realise such pledges as it deems expedient at the value as determined in 16. The sworn or realised value of pledged goods will be offset against the Customer's debts and any remaining balance will be paid to the Customer.

7.3 – “Goods” means any goods handled, transported or dealt with by or on behalf of Pathteq or which come under the control of Pathteq or its agents, servants or nominees on instruction of the Customer and includes any container, transportable tank, flat pallet, package or any other form of covering, packaging, container or equipment used in connection with or in relation to such goods.

7.4 – To be valid, claims must be supported by the original Tax Invoice.

8.

8.1 – Under no circumstances shall Pathteq be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.

8.2 – Under no circumstances shall Pathteq be liable for any damage arising from any misuse, abuse or neglect of the services.

9. Delivery of the services to the Customer shall take place at the place of business of Pathteq.

10.

10.1 – The Customer agrees that the amount contained in a Tax Invoice issued by Pathteq shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the date of a Tax Invoice issued by Pathteq.

10.2 – The Customer agrees to pay the amount on the Tax Invoice at the offices of Pathteq or at such other place Pathteq may designate in writing.

10.3 – The risk of payment by cheque through the post rests with the Customer.

11.

11.1 – The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Pathteq, reduced to writing and signed by the Customer and a duly authorised representative of Pathteq.

11.2 – The Customer is not entitled to set off any amount due to the Customer by Pathteq against this debt.

11.3 – All discounts shall be forfeited if payment in full is not made on the due date.

12.

12.1 – The Customer agrees that the amount due and payable to Pathteq may be determined and proven by a certificate issued and signed by any director or manager or member or partner of Pathteq, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

12.2 – Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall 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.

13.

13.1 – The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed in terms of the Usury Act on any moneys past due date to Pathteq and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.

13.2 – The Customer expressly agrees that no debt owed to Pathteq by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.

14.

14.1 – The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; Pathteq is entitled to immediately institute action against the Customer at the sole expense of the Customer. This remedy is without prejudice to any other right Pathteq may be entitled to in terms of this Agreement or in law. Pathteq reserves its right to stop supply immediately on cancellation or on non-payment.

14.2 – A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of 10.1(b) and all amounts then outstanding shall immediately become due and payable.

15. Pathteq shall be entitled to withdraw credit facilities at any time within its sole discretion.

16. In the event of cancellation of the Agreement by Pathteq, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.

17. The Customer shall be liable to Pathteq for all legal expenses on the attorney-and-client scale of an attorney and counsel incurred by Pathteq in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and 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 that Pathteq may demand.

18. The Customer agrees that no indulgence whatsoever by Pathteq will affect the terms of this Agreement or any of the rights of Pathteq and such indulgence shall not constitute a waiver by Pathteq in respect of any of its rights herein. Under no circumstances will Pathteq be estopped from exercising any of its rights in terms of this Agreement.

19. The Customer hereby consents that Pathteq shall have the right to institute any legal action in either the Magistrate's Court or the High Court at its sole discretion.

20.

20.1 – Any document shall be deemed duly presented to and accepted by the Customer (i) within 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail

20.2 – The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) 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).

20.3 – The Customer undertakes to inform Pathteq in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Pathteq reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

20.4 – The Customer hereby consents to the storage and use by Pathteq of the personal information that it has provided to Pathteq for establishing its credit rating and to Pathteq disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Pathteq will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

21. The Customer agrees to the Standard Rates of Pathteq for any services rendered, which rates may be obtained on request.

22. The invalidity of any part of this Agreement shall not affect the validity of any other part.
23. Any order is subject to cancellation by Pathteq due to Acts of God from any cause beyond the control of Pathteq, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
24. Any order is subject to cancellation by Pathteq if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
25. The Customer agrees that Pathteq will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.
26. This Agreement and its interpretation is subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in 19.  
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