

## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

- 1.1. "**Business Day**" means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa:
- 1.2. "**Company**" means Koldserve Food Services Equipment (Pty) Ltd (Registration No. 2015/165914/07);
- 1.3. "**Consumer**" means a consumer as defined in the CPA
- 1.4. "**CPA**" means the Consumer Protection Act 68 of 2008 and any regulation thereto and as amended from time to time.
- 1.5. "**Customer**" means any person, including a Consumer, a Sole Proprietor, a Partnership, a Company a Close Corporation and the person with authority acting on behalf of any such entity with whom the **Company** undertakes any business or provides any advice, information or service, whether gratuitously or for reward.
- 1.6. "**Goods**" means any tangible object supplied by the **Company** to the **Customer** pursuant to a **Quotation**.
- 1.7. "**Notice**" means any notice given by either **Party** to the other in writing, which notice must be addressed by the one **Party** to the other's domicilium.
- 1.8. "**Order**" means an oral or written request by the **Customer** to the **Company** for the **Company** to supply **Goods** and/or **Services** to the **Customer**.
- 1.9. "**Party/Parties**" mean the parties to these Terms & Conditions being the **Company** and the **Customer**.
- 1.10. "**Price**" means the **Price** agreed in writing between the **Company** and the **Customer** for the **Goods** and/or the **Services**, excluding **VAT**;
- 1.11. "**Quotation**" means the **Company's** written response to the **Customer's Order**;
- 1.12. "**Services**" mean the **Services** provided by the **Company** to the **Customer** made orally or in writing by the **Customer**.
- 1.13. "**Terms & Conditions**" means these terms and conditions including any annexure.
- 1.14. "**VAT**" means valued-added tax levied in terms of the Value-Added Tax Act, 89 of 1991, as amended.
- 1.15. In these Terms & Conditions:
  - 1.15.1. Words importing the masculine gender include the feminine and neuter genders and vice versa; the singular include the plural and vice versa and natural persons include artificial persons and vice versa;
  - 1.15.2. Reference to a "person" include a natural person, Company, Close Corporation or any other juristic person or other corporate entity, partnership or any other association of persons.
  - 1.15.3. Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a **Business Day**, in which event the last day shall be the next succeeding **Business Day**.

- 1.15.4. Where the day upon which any act is required to be performed is not a **Business Day**, the **Parties** shall be deemed to have intended such act to be performed upon or by the next succeeding **Business Day**.

## 2. PLACING OF ORDERS

- 2.1. **Orders** placed by the **Customer** must be either in writing or communicated orally.
- 2.2. The **Customer** warrants that its employee, agent or servant is authorised:
- 2.2.1 to place **Orders** with the **Company** and to bind the credit of the **Customer** with the **Company**; and
- 2.2.2 to sign any of the **Company's** documentation pursuant to the sale of **Goods** and **Services**.
- 2.3. A written or oral **Order** shall give rise to a **Quotation** as set out in clause 5.
- 2.4. The **Company** may, in its discretion, require an oral order to be placed in writing in which event it shall be subject to clause 2.2. Acceptance of an oral order which is not required to be put in writing shall be confirmed by the production of the **Company's** invoice setting out the **Goods** or **Services** and the **Price**.
- 2.5. It shall be the obligation and responsibility of the **Customer** to ensure that **Orders** placed by it clearly and accurately specify, in all respects, the requirements of the **Customer**.
- 2.6. These Terms & Conditions shall govern all contractual relationships between the **Parties** notwithstanding receipt or acknowledgement of the **Customer's** own order form or conditions referred to therein.

## 3. PRICE

- 3.1. Unless otherwise agreed in writing, **Goods** and **Services** shall be supplied at the ruling price on the date of dispatch from the **Company**.
- 3.2. The **Price** is subject to adjustment for any increases in the cost of **Goods** and **Services** that may arise between the date of acceptance of the **Quotation** and the delivery of the **Goods** and **Services**, arising directly or indirectly from any cause whatsoever, whether statutory or otherwise.
- 3.3. Unless otherwise expressly stated, the **Price** is exclusive of **VAT** which shall be for the account of the **Customer** unless the **Customer** has given acceptable proof that the supply is a zero rated or is an exempt supply. The **Customer** must pay or reimburse to the **Company** the amount of any **VAT** simultaneously with the **Price**.
- 3.4. The **Customer** is obliged to pay to the **Company** in addition to the **Price**:
- 3.4.1. the amount of any tax, duty or other charge of any nature whatsoever imposed by any law, regulation or enactment of whatsoever nature which comes into force on a date after the date on which any **Price** charged is determined;
- 3.4.2. for the avoidance of doubt, it is recorded that any increase as a result of fluctuations in the exchange rate between the Rand and any other currency used for the purchase of **Goods** will lead to a related increase in the **Price**;
- 3.4.3. any other additional cost of any nature whatsoever arising due to factors beyond the control of the **Company**. In particular, but without limiting the generality of the foregoing, the **Company** shall be entitled to increase the **Price** in respect of any **Goods** and **Services** supplied in order to make provision for any increases in costs arising as a result of or during the period of any delay caused by the **Customer**.

3.5. Any expense incurred by the **Company** at the instance of the **Customer** in modifying or otherwise altering or making additions to the design, quantities or specifications of standard **Goods**, and any expenses arising as a result of suspension of work by the **Company** due to instructions given, or a failure to give instruction by the **Customer**, shall be added to the **Price** in respect of the relevant **Goods**.

3.6. Price lists, advertisements and brochures published by the **Company** in respect of its **Goods** and **Services**, shall not form part of these Terms & Conditions and cannot be relied upon by the **Customer** unless agreed to in writing by the **Company**.

#### **4. PAYMENT TERMS**

4.1. In return for the supply of the **Goods** and **Services** the **Customer** shall pay the **Company** the **Price** plus **VAT** and any amount due by the customer in terms of clause 3.3 and 3.5.

4.2. In the event that the **Company** has granted the **Customer** credit facilities in writing, the **Price plus VAT** and any amount due by the customer in terms of clause 3.3 and 3.5 must be paid by the **Customer**, without deduction or set-off of any claims of the **Customer** against the **Company**, in accordance with the approved credit terms.

4.3. In the event of a non-credit sale or cash sale the **Price plus VAT** and any amount due by the **Customer** in terms of clause 3.3 and 3.5 must be paid by the **Customer** by way of electronic funds transfer, credit card payment, cash or cheque deposit into the bank account of the **Company**, prior to dispatch, delivery or collection of the **Goods** and **Services**. The **Customer** must provide the **Company** with proof of such payment immediately it has been made. Irrespective of the method of payment, dispatch, delivery or collection of the **Goods** and **Services** shall only be permitted once the funds have been cleared by the **Company's** bank.

4.4. Should the **Customer** fail to clearly indicate to the **Company** which items appearing on the **Company's** statement it is paying, the **Company** reserves the right to apply and allocate such payments as it deems fit to any debt then owing by the **Customer**.

4.5. Should any amount not be received by the **Company** on or before due date, all other amounts owing by the **Customer** to the **Company**, shall immediately (and without notice to the **Customer**) become both due, owing and payable.

4.6. The **Customer** is not entitled to withhold payment for any reason whatsoever, notwithstanding that any dispute may be pending between the **Parties** nor shall the **Customer** be entitled to make any deduction from the **Price** or to apply set off in any manner.

4.7. All amounts payable by the **Customer** to the **Company** must be paid in the currency as invoiced, without deduction or set-off, and free of any exchange to the bank account specified by the **Company** in any relevant quotation, invoice or job card or at such other place as the **Company** may direct from time to time.

4.8. The **Customer** shall be liable for all bank charges incurred by the **Company** as a result of the payment method elected by the **Customer**.

4.9. The **Customer** shall not be entitled to set off any amount due to it by the **Company** against any indebtedness to the **Customer**.

4.10. All discounts, if any, shall be forfeited if any amount due to the **Company** is not made timeously.

#### **5. QUOTATIONS**

5.1. A **Quotation** given by the **Company** shall constitute an invitation to the **Customer** to do business.

5.2. The **Company** may revoke the **Quotation** at any time before acceptance.

- 5.3. A **Quotation** is open for acceptance for a period of 7 **Business days** of date thereof failing which it automatically lapses. No acceptance of a **Quotation** shall be valid and no contract for the sale of **Goods** and **Services** shall come into existence unless the **Customer** has accepted the **Quotation**, which acceptance shall be denoted by whichever is the earlier of:
- 5.3.1. the **Customer's** written acceptance of the **Quotation**; or
- 5.3.2. the **Customer's** payment of the **Price** as reflected in the **Quotation**.
- 5.4. Upon the **Customer's** acceptance of the **Quotation**, an invoice shall be generated and forward the **Customer** for payment in terms of clause 4.3 or 4.4 or, if payment has already been made in terms of 5.3.2, for record purposes.
- 5.5. A **Quotation** is submitted by the **Company** as one indivisible transaction and must be accepted in its entirety. Any partial acceptance thereof by the **Customer** shall be invalid.
- 5.6. The **Price** is based on the rates of exchange, freight charges, insurance, rail costs, cost of labour and material and other charges ruling at the date of the **Quotation**. In the event of any material increases occurring subsequent to the date of acceptance of the **Quotation** in any of the aforesaid rates and/or charges, as the case may be, the **Company** will be entitled prior to delivery to furnish to the **Customer** with an amended **Quotation** reflecting such increases, which **Quotation** is required to be accepted in the same fashion as set out in clause 5.3.
- 5.7. A **Quotation** is subject to correction in respect of good faith errors made by the **Company**, its employees or agents.
- 5.8. The **Price** quoted by the **Company** is based on the site location as provided by the **Customer**. The **Company** reserves the right to increase the **Price** quoted should the site location differ from the initial site location provided by the **Customer**.

## 6. DELIVERY OF GOODS

- 6.1. Unless the **Customer** notifies the **Company** to the contrary in writing within 3 days of delivery, of any damage to the **Goods**, or of any missing **Goods**, then by its signature of the relevant delivery note, invoice, or other documentation provided by the **Company**, the **Customer** shall be deemed to have acknowledged that the **Goods** were received in good order, condition and repair and conforms in all respects with the quantity, nature and quality of the **Goods** purchased by the **Customer**. Any notification by the **Customer** in terms of this clause must indicate clearly and comprehensively the **Customer's** complaint but shall not in itself be of any probative value if there should be a dispute between the **Parties** in regard thereto and in such event the **Customer** shall bear the onus of proving each and every element of its complaint.
- 6.2. Unless specified to the contrary by the **Customer**, delivery of **Goods** and **Services** shall be to the street address stated on the **Quotation** or invoice or job card and shall take place between the hours of 08h00 to 17h00 Monday to Friday, excluding public holidays.
- 6.3. Any delivery date and/or time indicated by the **Company** shall be regarded as the estimated date or time of delivery and shall not bind the **Company** to effect delivery on or near such date or time. Time is not the essence of the contractual relationship between the **Parties**.
- 6.4. Without detracting from the generality of clause 6.3, the **Company** shall not be responsible for delays in delivery or non-delivery of **Goods** or **Services** whatsoever due to causes beyond the **Company's** control (for example, without limitation, adverse weather conditions, road congestion, labour-related actions, shortage of stock, delays on the part of subcontracted transport services), nor shall the **Company** be liable for damages or for any loss the **Customer** may suffer pursuant thereto, of whatsoever nature arising from the late delivery or non-delivery of **Goods** or **Services**.

- 6.5. The **Customer** shall not be entitled to cancel or repudiate any **Order** and/or purchase and/or refuse delivery and/or claim damages from the **Company** due to late and/or non-delivery.
- 6.6. Should the **Customer** request a change in its requested delivery date and/or time when the **Company** has already incurred costs in attempting to comply with the date and/or time originally requested, the **Customer** shall be responsible for all additional costs and expenses incurred by the **Company** in altering the delivery date and/or time.
- 6.7. The **Customer** accepts responsibility and liability for:
- 6.7.1 whatever means or methods it chooses to adopt for the handling, placing, storage and consolidation of the **Goods** after discharge from any delivery vehicle; and
- 6.7.2 any damage to, fault or failure of the **Goods** resulting from such handling, placing, storage or consolidation of the **Goods**.
- 6.8. The **Customer** shall ensure that routes to and from the point of delivery of **Goods** and **Services** to site are safe and suitable for the delivery vehicle, and that full and free access is available for the delivery vehicle of the **Company** or its transport service provider.
- 6.9. The **Customer** must ensure that the delivery vehicle of the **Company** or its transport service provider are instructed to offload the **Goods** at the **Customer's** desired point on the site. In the event of the **Goods** being offloaded at an incorrect point due to a failure by the **Customer** to so instruct, the **Company** shall not be liable for any loss arising therefrom, whether direct, consequential, special or general.
- 6.10. The **Customer** must sign the **Company's** delivery note and this will constitute *prima facie* proof (sufficient evidence) that the type and quantity of **Goods** recorded thereon were delivered and accepted by the **Customer**. The signature of any employee of the **Customer** shall be sufficient proof that the **Goods** delivered satisfy the **Customer's** requirements.
- 6.11. Should the **Customer** utilise its own transport vehicle and/or any third-party service provider to transport the **Goods**, it does so at its own risk.
- 6.12. If the **Company** has any reason, in its absolute discretion, to be concerned about the creditworthiness of the **Customer**, the **Company** shall have the right to suspend and/or withhold delivery of **Goods** and **Services** to the **Customer**.
- 6.13. If the **Company** is prevented from effecting delivery of the **Goods** to the **Customer** due to any act or omission on the part of the **Customer**, the **Company** will be entitled to charge the **Customer** a reasonable fee for the storage of the **Goods** until it is no longer prevented from effecting delivery of the **Goods**. In addition, the **Customer** will be responsible for all additional costs and expenses incurred by the **Company** in the subsequent delivery of the **Goods**. Should any damage or harm occur to the **Goods** after the **Company** has tendered delivery and prior to delivery of the **Goods** (during the time the **Goods** are in storage) the **Company** will not be liable for such damage.
- 6.14. The **Customer** shall furnish all such information necessary to enable delivery of the **Goods** to be made. If the **Customer** fails or refuses to do so, or if it fails or refuses to take delivery, the **Company** shall, without prejudice to the provisions of clause 6.13 be deemed to have been delivered the **Goods** to the **Customer** upon notification by it to the **Customer** to that effect and the **Company** shall, in the case of a credit sale, be entitled to immediate payment notwithstanding the credit terms.
- 6.15. If the **Customer** requires a third-party transport company to transport the **Goods**, the **Company** is hereby authorised to engage such third party on the **Customer's** behalf on the terms deemed fit by the **Company**. Risk in the **Goods** shall pass to the **Customer** on collection of the **Goods** from the **Company**. The **Company** shall in its sole and absolute discretion obtain insurance on

behalf of the **Customer** on the **Goods** whilst being transported. The **Customer** hereby indemnifies the **Company** against any claims that may arise from the engagement of such third party. The **Customer** shall reimburse the **Company** for any costs incurred in arranging delivery, including but not limited to, the costs of insurance. Any documentation purporting to evidence the said extra costs of insurance shall be deemed to be *prima facie* proof (sufficient evidence) thereof.

- 6.16. The **Company** reserves the right to refuse to enter the **Customer's** site to make delivery if, in the **Company's** sole and absolute discretion, it deems it to be unsafe.

## 7. OWNERSHIP AND RISK

- 7.1 Notwithstanding the delivery of any **Goods** to the **Customer**, ownership of the **Goods** shall not pass until the **Company** has received payment in full in respect of the **Price** of such **Goods plus VAT** and any amount due by the customer in terms of clauses 3, 4, 5 and 6. In the event of payment not being made timeously the **Company** reserves the right to recover possession of such **Goods** immediately, without notice and without the necessity to first cancel the agreement of sale in respect of such **Goods**.
- 7.2 Risk in the **Goods** shall pass to the **Customer** on delivery. Where the **Customer** appoints its own transport service provider to make delivery, and subject to clause 6.15, delivery and risk shall take place when, and at the place where the **Goods** are collected from the **Company**.
- 7.3 The **Company** reserves the right to inform the owner/landlord of premises in which the **Goods** are or at any time may be, of its reservation of ownership in the **Goods**. The **Customer** must to this end advise the **Company** of the name and address of the owner/landlord of any such premises and must promptly advise the **Company** of any change in the name and/or the address of any owner/landlord or of any new owner/landlord.
- 7.4 Notwithstanding clause 7.3 the **Customer** shall take all such steps as are necessary to notify interested third parties that ownership of the **Goods** has not passed to it. In particular, the **Customer** must inform the owner/landlord of the premises in which the **Goods** already are, or any time may be, of the provisions of this clause. The **Customer** must produce written proof of such notice to the **Company** on demand.

## 8. HANDLING FEE ON RETURN OF GOODS

- 8.1. The **Company** is not obliged to accept the return of any **Goods** and this clause shall not be used to imply that the **Company** is obliged to accept the return of any **Goods**.
- 8.2. The return of **Goods** shall be at the **Customer's** expense.
- 8.3. The **Goods** must be in its original unopened box or wrapping. If the box or wrapping is open the **Goods** must be returned together with the original box or wrapping, with the packaging material together with the manufacturers operating manual, warranty card and any other original documentation. If the box or wrapping, or and one or all of the manufacturers operating manual, warranty card and any other original documentation is missing, no refund whatsoever will be given.
- 8.4. The **Goods** shall be returned in an unused and undamaged condition, including all parts and accessories.
- 8.5. **Goods** that have been specifically manufactured for the **Customer's** to its specifications shall not be returnable.
- 8.6. Subject to clause 8.2 and if the **Company** agrees to accept return of the **Goods**, the **Company** reserves the right to levy a handling fee of 15% of the **Price**.

## 9. RESPONSIBILITIES OF THE CUSTOMER

The **Customer** acknowledges that it is aware of fraudulent schemes which are perpetrated whereby a change of bank details is advised on the **Company's** letterhead or by other means.

The **Customer** agrees to notify the **Company** of any receipt by it of a notification of change in bank details of the **Company**. The **Customer** further agrees that any payment made by the **Customer** to any other bank account shall not constitute a valid discharge of the **Customer's** obligation to make such payment. All loss suffered as a result of any amounts being paid by the **Customer** into any bank account other than the account of the **Company** as a result of the **Customer** not complying with the provisions of this clause, or otherwise, shall be borne solely by the **Customer**.

#### 10. CERTIFICATE

The **Customer** acknowledges that a certificate signed by any manager of the **Company** (whose authority and appointment shall not be necessary to prove) as to the indebtedness of the **Customer** shall be *prima facie* proof of the amount of such indebtedness to the **Company**. Such certificate shall be sufficient proof of the **Customer's** indebtedness for the purposes of provisional sentence and/or summary judgment proceedings against the **Customer**, or for any other purpose whatsoever.

#### 11. EXTENSION OF TIME

No leeway, extension of time, leniency or indulgence which the **Company** may offer to the **Customer** shall in any way prevent the **Company** from enforcing any of its rights in the future, without notice, by requiring the **Customer's** strict and timely compliance with each provision of these **Terms & Conditions**.

#### 12. WARRANTY

The **Company's** warranty in respect of the **Goods** and **Services** is set out in the Annexure hereto.

#### 13. JURISDICTION

13.1 The **Parties** consent, in terms of section 45 of the Magistrates' Court Act 32 of 1944 ("MCA") to the jurisdiction of the Magistrates' Court for the district within which, at the time of the proceedings in question, has jurisdiction in terms of section 28 of the MCA regardless of the fact that the amount in issue may exceed the monetary jurisdiction of such Magistrates' Court.

13.2 This consent to jurisdiction is in addition to the jurisdiction of any other competent court and shall not be a substitute for such jurisdiction.

#### 14. LEGAL COSTS

To the extent permitted by law, should the **Company** elect to take any legal action against the **Customer** arising from the breach of any provision of these **Terms and Conditions** where the **Company** engaged the services of an attorney and/or debt collector and/or tracing agent then the **Customer** shall be liable for all the relevant legal costs incurred between the **Company** and its attorney on the scale as between attorney and client, all fees and charges between the **Company** and its debt collector and all fees and charges between the **Company** and its tracing agent.

#### 15. LIMITATION OF LIABILITY

15.1. To the extent permitted by law, the **Customer** hereby agrees to indemnify the **Company** against all claims of whatsoever nature which may be made against the **Company** by any third-party arising out of the use of the **Goods** and **Services** unless such claims arise out of gross negligence.

15.2. The **Customer** hereby acknowledges that it is aware that the **Company** is only a distributor of the **Goods** and is not in any way involved in the manufacture of the **Goods**. The **Customer** accordingly, to the extent permitted by law, hereby waives all claims of every nature whatsoever which it may have against the **Company** in respect of any loss of any nature

whatsoever suffered by the **Customer** due to any of the **Goods** being defective (including without limitation due to any defect in the **Goods**, the **Goods** constituting an unsafe product, there being any failure, defect or hazard in any of the **Goods** or inadequate instructions or warnings being provided pertaining to any hazard arising from or associated with the use if the **Goods** as envisaged in terms of section 60 of the Consumer Protection Act, Act 68 of 2008, as amended).

- 15.3. The **Company** shall not be liable in contract, strict liability, warranty or otherwise, for any special, incidental or consequential loss or damages, such as, but not limited to, damage to property, delay, disruption, loss of product, loss of anticipated profits, loss of revenue, loss of anticipated savings, loss of use of any equipment or system, non-operation or increased expense of operation of any equipment or systems, cost of capital, or cost of purchase or replacement of any equipment or systems or loss of power.
- 15.4. For the purposes of this clause (Limitation of Liability), where reference is made to the **Company**, such reference includes the **Company**, the **Company's** sub-contractors and suppliers, their respective partners, officers, directors, shareholders and employees.
- 15.5. All claims against the **Company** shall lapse after a period of twelve (12) months from the date on which the **Goods** are sold, or the **Services** rendered.
- 15.6. Any goods and property belonging to or owned by the **Customer** and which are retained by the **Company** for any reason whatsoever shall be retained at the **Customer's** risk. The **Company** shall not be liable for any damage or loss howsoever arising and the **Customer** shall be obliged to take out appropriate insurance to cover all such losses suffered and/or damage occasioned thereto.

## 16. ALL THE TERMS

All the provisions contained in these **Terms & Conditions** shall bind the **Parties** and cannot be varied, altered, deleted or added to unless it is stipulated in writing and signed by the **Parties**.

## 17. FINANCIAL CENTRE INTELLIGENCE ACT

- 17.1. The **Customer** acknowledges that in terms of Section 29 (1) of the Financial Centre Intelligence Act, No. 38 of 2001 ("FICA") businesses are required to report any suspicious or unusual transaction or series of transactions to the Financial Intelligence Centre and in particular where the **Company** has received, or is about to receive, the proceeds of suspected unlawful activities in payment of the **Customer's** indebtedness to the **Company**.
- 17.2. **The Customer** indemnifies or holds the **Company** harmless against any claim of whatsoever nature instituted against the **Company** for any damage or harm suffered by the **Customer** or a third party arising from any action taken by the **Company** in discharging its obligations in terms of FICA.

## 18. PERSONAL INFORMATION

- 18.1 The **Customer** hereby consents to the collection, processing and further processing of its Personal Information, as defined by the *Protection of Personal Information Act, 2013* (POPI) by the **Company** for the purposes of conclusion and performance of these **Terms & Conditions**, and all purposes related thereto.
- 18.2 Processing may include the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as restriction, degradation, erasure or destruction of information.
- 18.3 The **Customer** undertakes to make available to the **Company** all necessary Personal Information



required for the purpose of securing and facilitating these **Terms & Conditions**, and to ensure that this Information is updated as necessary.

18.4 The **Customer** consents to the collection of Personal Information from another source other than the **Customer** where this is necessary for the purpose described above.

18.5 The **Customer** consents to the **Company** retention of its Personal Information beyond the termination of these **Terms & Conditions** as far as is permitted or required by law. The **Company** shall thereafter destroy, delete or de-identify such Information as soon as reasonably practicable after it is no longer authorised to retain the Information.

## 19. NATIONAL CREDIT ACT

19.1 The **Customer** acknowledges that the National Credit Act 34 of 2005 ("NCA") provides in section 4(1)(a) that the NCA shall not apply to a juristic person with an asset value or annual turnover in excess of R1,000,000 (one million Rand).

19.2 The **Customer** further acknowledges that the NCA provides in section 4(1)(b) that the NCA does not apply to a large agreement (as defined in section 9(4)). The prescribed threshold for a large agreement is currently R250,000 (two hundred and fifty thousand Rand).

## 20. GENERAL

20.1 If a provision in these **Terms & Conditions** is held to be invalid or unenforceable, that provision shall be severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions.

20.2 These **Terms & Conditions** shall be:

20.2.1 governed by the laws of the Republic of South Africa and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa.

20.2.2 personal to the **Parties** and the benefit of it may not be assigned by either **Party** without the consent of the other, except as a necessary result of the operation of law.