

STANDARD TERMS AND CONDITIONS

1 Definitions

In these Standard Terms and Conditions, including the annexures to these Standard Terms and Conditions, unless a contrary intention clearly appears the following terms shall have the meanings assigned to them in this clause and cognate expressions shall have corresponding meanings -

1.1 "Applicant" means the person and or/legal entity completing this application. On the premise, but in no way guaranteeing success, that the applicant is successful and pursuant of the primary objective namely trading of goods and/or services, the applicant may be referred to as the Purchaser in this agreement, where such terms and conditions may become applicable to the Applicant should this application be successful and in which case the Applicant must be made aware of certain terms and conditions that will apply to the Applicant as Purchaser

1.2 "Business Day" means any day in the Republic of South Africa other than a Saturday, Sunday, or public holiday

1.3 "Credit Event" means, in relation to any person or entity, the occurrence of any of the following events -

- a) an order or declaration is made or a meeting of the directors or shareholders or trustees of such person is convened to consider the passing of a resolution for, or a resolution is passed for, the administration, custodianship, bankruptcy, liquidation, sequestration, winding-up, dissolution or placing under supervision for business rescue proceedings (and whether provisional or final) of it or its estate; or
- b) it is unable (or admits inability) to pay its debts generally as they fall due or is (or admits to being) otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or proposes or seeks to make or makes a general assignment or any arrangement or composition or compromise with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness; or
- c) it takes any proceeding or other step with a view to the general readjustment, rescheduling or deferral of its indebtedness (or any part thereof which it would otherwise be unable to pay when due) or proposes to take any such step; or
- d) any receiver, administrative receiver, judicial receiver, administrator, compulsory manager, judicial custodian, trustee in bankruptcy, liquidator, business rescue practitioner, or the like is appointed in respect of it or any material part of its assets or it requests any such appointment; or
- e) any act which, if such act was committed by an individual, would be an act of insolvency within the meaning of section 8 of the Insolvency Act or any equivalent legislation in any jurisdiction to which such person is subject; or
- f) it ceases to carry on business contemplated in its constitutional documents; or
- g) it fails after any judgment awarded against it -
 - i. to satisfy such judgment within 5 (five) Business Days after becoming aware of such judgment; or
 - ii. if such judgment is appealable or reviewable, to appeal or commence review proceedings, as the case may be, against such judgment within the time limits prescribed by law or fails diligently to prosecute an appeal lodged or ultimately fails in such appeal or review and then fails to satisfy the judgment within 3 (three) Business Days; or
 - iii. if such judgment is a default judgment, to apply for the rescission of such default judgment within the time limits prescribed by law (or in any event within 5 (five) Business Days of becoming aware of such default judgment) or fails diligently to prosecute such application for rescission of such default judgment or ultimately fails in such application and then fails to satisfy the judgment within 3 (three) Business Days; or h) it fails to pay the Seller any amount owing by the Purchaser to the Seller on the due date for payment thereof.
- h) It fails to pay the Seller any amount owing by the Purchaser to the Seller on the due date for payment thereof.

1.4 "The Insolvency Act" means the Insolvency Act 24 of 1936, as amended.

1.5 "The Magistrates Court Act" means the Magistrates Court Act 32 of 1944, as amended.

1.6 "The National Credit Act" means the National Credit Act 34 of 2005, as amended.

1.7 "The Seller" means Chipkins Puratos (Pty) Ltd (Registration Number 1993/003106/07)

1.8 "Applicable Laws" means all and any – statutes, subordinate legislation, and common law; regulations; ordinances and by laws; and directives, standards, guidelines, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, and any governmental body, agency, department and regulatory, self-regulatory and other authority or organisation, from time to time, compliance with which is mandatory.

1.9 "Personal Information" means personal information as defined in POPIA relating to both Applicant/Purchaser and Seller, which may include but is not limited to, any information relating to the Purchaser's identity/registration number, gender, sex, race, marital status, age, education, physical or mental health, religion, biometric information, financial and/or employment history, email addresses, physical addresses and/or correspondence sent by the Purchaser that is implicitly or explicitly of a private or confidential nature.

1.10 "POPIA" means the Protection of Personal Information Act 4 of 2013, as amended.

1.11 "Processing" means processing as defined in POPIA which includes but is not limited to any operation or activity (whether or not performed by automatic means) concerning Personal Information relating to the collection, distribution, dissemination, use, alteration, storage and/or destruction of Personal Information and the term "Process" shall bear a corresponding meaning. The collection and processing of personal information within the context of this application will be for a legitimate purpose to benefit of the applicant which will be kept confidential and will be used only by Crown Food Group (Pty) Ltd for the benefit of the applicant, during and after the processing of said application.

1.12 The "Prime Rate" shall mean the rate publicly quoted by The Standard Bank of South Africa Limited, from time to time, as being its prime rate (expressed as a nominal annual compounded monthly in arrear rate), calculated on a 365 day a year factor, irrespective as to whether or not the year is a leap year and prima facie proven, in the event of there being a dispute in relation thereto, by a certificate signed by any manager of the aforesaid bank (whose appointment, qualification or authority need not be proven).

2 Personal information

2.1 The Seller has required the Purchaser to provide it with Personal Information set out as part of its terms of supply.

- 2.2** Pursuant to the above, the Seller has required the Purchaser to provide it with Personal Information in order to process this application to the benefit of the purchaser to be able to transact with the seller on a credit basis, where applicable, and within the context of this agreement
- 2.3** The Purchaser hereby acknowledges and agrees that the Processing of Personal Information by the Seller is required for the supply of goods and services by the Seller. It is therefore necessary that the Personal Information is Processed in the manner envisaged in this clause.
- 2.4** The Purchaser undertakes that it shall only furnish the Seller with Personal Information where the Purchaser has the requisite authority and/or obtained the necessary permission to do so.
- 2.5** Where the Seller has provided the Purchaser with Personal Information the Purchaser shall, in so doing, at all times comply with the provisions of the POPIA or any other Applicable Laws.
- 2.6** By providing its signature hereto, the Purchaser hereby consents to the Seller (i) Processing the Personal Information; (ii) outsourcing the Processing of the Personal Information to any other third party ("Operator") provided that the Seller concludes a written agreement with the Operator containing terms and conditions substantially the same as those contained in this clause; (iii) disclosing the Personal Information to a third party in order to comply with Applicable Laws and/or to protect the Seller's legitimate interests; (iv) disclosing the Personal Information to any entity which is an affiliate, subsidiary or holding company of the Seller; and (v) disclosing the Personal Information to a third party (or its professional advisors) which is a prospective acquirer of any direct or indirect interest in the Seller or any entity which is an affiliate, subsidiary or holding company of the Seller.
- 2.7** The Purchaser acknowledges and agrees that the Personal Information is being provided to the Seller voluntarily and for the purposes of securing and further facilitating the assessment of its creditworthiness and other terms of supply. The Purchaser further agrees to provide the Seller with Personal Information which is true and correct in all material respects; and (ii) notify the Seller, from time to time, should any Personal Information change or no longer be true and correct. In such event, the Purchaser undertakes to furnish the Seller with the updated true and correct Personal Information as soon as reasonably possible.
- 2.8** The Purchaser may choose to provide additional Personal Information to the Seller, in which event the Purchaser agrees to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent its affiliation with anyone or anything.
- 2.9** Notwithstanding anything to the contrary contained herein, the Purchaser agrees that the provisions of this clause constitute notification of the purpose and reason for Processing the Personal Information as envisaged in POPIA. Without limiting the generality of the foregoing, the Purchaser absolves the Seller of all liability in terms of POPIA for failing to obtain consent or failing to notify the Purchaser of the reason for Processing of any Personal Information where such failure was an oversight and/or where the Seller acted bona fides and/or significantly complied with the provisions of POPIA save but negligence in some or other aspect of said consent or processing and the Purchaser indemnifies and agrees to defend and hold the Seller harmless for and against any claim or loss arising as a result thereof.
- 3** In these Standard Terms and Conditions, where any provision is qualified by the words "to the extent permitted by law" the Seller and the Purchaser agree that such provision shall only apply to the extent that the laws of the Republic of South Africa allow same to apply, on the basis that if the Seller is precluded from applying -
- 3.1** any such provision then the terms of such provision which the Seller is precluded from applying shall not apply; or
- 3.2** the full terms of any provision then such provision shall not apply and shall be severed from these Standard Terms and Conditions, and the remaining provisions hereof shall be of full force and effect.
- 4** The Purchaser does hereby apply to purchase goods and be provided with services from the Seller and in consideration thereof the Purchaser does hereby accept to be bound by the terms and conditions set out herein.
- 5** These Standard Terms and Conditions shall apply to all contracts of sale of goods and/or supply of services by the Seller to the Purchaser, and no terms or conditions appearing in any of the Purchaser's documents, including the Purchaser's buying order, which are at variance with these conditions shall be binding on the Seller unless specifically agreed to in writing by the Seller.
- 6** Should any order be given to the Seller on an order form reflecting the Purchaser's name as the entity from which the order emanates, such order shall be deemed to have emanated from the Purchaser, notwithstanding the fact that such order may have been given or signed by a person not authorised by the Purchaser and such order will be deemed to constitute a valid order.
- 7** Unless otherwise agreed in writing by the Seller, payment shall be made by the Purchaser to the Seller without deduction or demand and free of all bank and exchange charges, set off and any other deduction of any nature whatever into the bank account stipulated.
- 8** The Purchaser acknowledges that it is aware of fraudulent activities which are perpetrated whereby a change of banking details is advised on the Seller's letterhead or by other means. The Purchaser agrees that any payment made to any other bank account shall not constitute a valid discharge of the Purchaser's obligation to make such payment. The Purchaser shall be obliged to notify the Seller of any receipt by it of a notification of change of banking details and shall only give effect thereto if same is confirmed telephonically and in writing by the Finance Executive of the Seller. All loss suffered as a result of any amounts being paid by the Purchaser into any bank account other than the account of the

Seller due to any error on the part of the Purchaser or any of its employees or as a result of the Purchaser or its employees not complying with the foregoing provisions of this clause or otherwise shall be borne solely by the Purchaser.

- 9 Should the Purchaser become subject to or perform an act which constitutes a Credit Event the whole balance outstanding by the Purchaser to the Seller will immediately become due and payable. Notwithstanding anything contained herein, in the event of the Seller granting credit terms to the Purchaser, the Seller reserves the right to withdraw such credit terms at its sole discretion if it believes that the Purchaser's financial position has deteriorated after the date that the credit terms were granted.
- 10 Should the Purchaser not make payment on or before the due date for payment for any goods purchased and/or services provided then the Purchaser shall be obliged to pay the Seller interest thereon at the Prime Rate plus 2% calculated from the due date until payment (both dates inclusive) which interest shall be calculated daily and compounded monthly in arrears on the last day of each month. To the extent permitted by law, the Seller shall incur no liability in respect of the non-delivery or late delivery of any goods ordered by the Purchaser. **NOTE: This clause limits and excludes the rights and remedies of the Purchaser and places various risks, liabilities, obligations, and legal responsibilities on the Purchaser.**
- 11 Any condonation in relaxation of repayment or any other indulgence or grace thereof on the part of the Seller shall not in any way operate as or be deemed to be a waiver by the Seller of any rights hereunder or be construed as a novation thereof pertaining to repayments to be made by the purchaser to the Seller.
- 12 No amount may be deducted from or set-off against any invoice or statement without the seller's prior and written authorisation, nor shall the purchaser be entitled to withhold payment of any amount by reason of any alleged or confirmed claim against the seller.
- 13 A certificate signed by a duly authorised financial officer at Chipkins Puratos (Pty) Ltd of any amount outstanding by the Purchaser as well as the date which said amount became due, together with any interest that may apply will serve as proof of amount owing by the Purchaser that may be issued when payment becomes due. **NOTE: This clause limits and excludes the rights and remedies of the Purchaser and places various risks, liabilities, obligations, and legal responsibilities on the Purchaser.**
- 14 Signature by the Purchaser or by any authorised representative or other employee of the Purchaser of the Seller's delivery note shall be regarded as acceptance by the Purchaser that the goods reflected in such delivery note have been properly and completely delivered. Goods that are posted or are to be transported by a carrier according to the Purchaser's instructions shall be deemed to have been delivered to the Purchaser on receipt of the goods by the Post Office or Carrier, as the case may be. **NOTE: This clause limits and excludes the rights and remedies of the Purchaser and places various risks, liabilities, obligations, and legal responsibilities on the Purchaser.**
- 15 Risk in and to the goods shall pass to the Purchaser on delivery.
- 16 Notwithstanding the delivery of any goods to the Purchaser ownership thereof shall not pass until the Seller has received payment of the full purchase price. The Seller shall in its own discretion be entitled to take back possession of any of the goods which have not been paid for and in respect of which payment is overdue.
- 17 The Purchaser shall not permit or allow the goods or any portion thereof to become subject to any landlord's lien or hypothec until the price payable therefor has been settled in full, on the basis that the Purchaser shall be obliged to inform the landlord of the premises at which the goods are stored from time to time (to the extent that such premises are not owned by the Purchaser), in writing, of the Seller's ownership of the goods and to provide the Seller on request with an acknowledgement of receipt from the aforesaid landlord of such notification.
- 18 Where the Seller does not transport the goods, the Seller accepts no liability for goods damaged or lost in transit.
- 19 To the extent permitted by law, the Purchaser shall have no claim for short delivery unless the Purchaser has specified on the Seller's delivery note and/or invoice the quantity of the short delivery. **NOTE: This clause limits and excludes the rights and remedies of the Purchaser and places various risks, liabilities, obligations, and legal responsibilities on the Purchaser.**
- 20 To the extent permitted by law, the Seller shall be exempted from and shall not be liable under any circumstances whatsoever for any direct or indirect loss or damages of any nature (including without limitation consequential loss) or any loss of profit which the Purchaser may suffer as a result of any breach by the Seller of any of its obligations or arising out of the use of the goods, except where such loss is caused by or attributable to negligence on the part of the Seller or its servants or agents in which event the liability of the Seller shall be limited to damages falling within the contemplation of the parties and flowing directly from the Seller's negligence. **NOTE: This clause limits and excludes the rights and remedies of the Purchaser and places various risks, liabilities, obligations, and legal responsibilities on the Purchaser.**
- 21 To the extent permitted by law, the Seller shall have no liability in respect of any claim for loss or damage, whether the loss or damage is direct or indirect or consequential -
 - 21.1 arising out of or caused by a defect or failure or hazard in the goods supplied where such defect or failure or hazard that did not arise from, nor is the fault of, the Seller unless there was gross negligence on the part of the Seller in failing

to comply with a relevant law or contractually agreed upon term and condition, in which case liability and claims thereof will be limited to direct losses or damages only. **NOTE: Clause limits and excludes the Purchaser's rights and remedies.**

- 22 To the extent permitted by law, the Purchaser hereby agrees to indemnify the Seller against all claims of whatsoever nature including claims for loss or damage whether direct, indirect or consequential, or injury to or the death of any person which may be made against the Seller by any third party arising out of the use of the goods supplied by the Seller to the Purchaser and/or the services provided by the Seller to the Purchaser, unless such loss, damage, injury or death arose out of or was caused by the gross negligence of the Seller in which event the liability of the Seller shall be limited to damages flowing directly from the Seller's negligence. **NOTE: This clause limits and excludes the Purchaser's rights and remedies and places various risks, liabilities, obligations, and legal responsibilities on the Purchaser.**
- 23 Notwithstanding the amount which may at any time be owing by the Purchaser to the Seller, the Purchaser does hereby consent to the extent permitted by law, in terms of Section 45 of the Magistrates Court Act (as amended), to the jurisdiction of the Magistrate's Court having jurisdiction for the determination of any action or proceeding for the recovery of any amount(s) due by the Purchaser to the Seller otherwise beyond the jurisdiction of the said court which may be brought by the Seller against the Purchaser arising out of any transaction between the parties, it being recorded that the Seller shall be entitled, but not obliged, to bring any action or proceeding in the said court and that all costs incurred in any action against the Purchaser in any competent court including costs on an attorney/client scale and attorneys collection commission will be paid by the Purchaser. The Purchaser and the Seller agree that the laws of South Africa will govern any dispute between the parties.
- 23.1 If or when an account is handed over for collection to an Attorney and/or Professional Debt Collector registered with the Council of Debt Collectors, due to non-payment received from the Purchase timeously, all collection, interest, and administrative charges will be for the Purchaser's account.
- 24 Save as otherwise provided herein, should any dispute arise between the Seller and the Purchaser in connection with the formation or existence of, the implementation of, the interpretation or application of the provisions of, the parties' respective rights and obligations in terms of or arising out of the conclusion, breach or termination of, the validity, enforceability, rectification, termination or cancellation whether in whole or in part of, and/or any documents furnished by the parties pursuant to the provisions of, these Standard Terms and Conditions or which relates in any way to any matter affecting the interests of the parties in terms of these Standard Terms and Conditions, such dispute shall, if required by the Seller and unless resolved amongst the parties, be referred to and be determined by arbitration in terms of the Rules of the Arbitration Foundation of Southern Africa ("AFSA") and failing any such rules, shall be governed by the arbitration laws in force in the Republic of South Africa from time to time, on the basis that -
- 24.1 the Seller may demand that a dispute be determined in terms of this clause by written notice given to the Purchaser;
- 24.2 this clause shall not preclude any party from obtaining interim relief by way of motion proceedings on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator;
- 24.3 the parties hereby consent to the arbitration being dealt with in terms of the expedited Rules of arbitration of AFSA;
- 24.4 the arbitrator shall be, if the matter in dispute is principally -
- 24.4.1 a legal matter, a practicing advocate or attorney or retired judge of Gauteng of at least fifteen years standing nominated by the Seller;
- 24.4.2 an accounting matter, a practicing Chartered Accountant of Gauteng of at least fifteen years standing nominated by the Seller; or
- 24.4.3 any other matter, any independent person nominated by the Seller;
- 24.5 should the parties fail to agree whether the dispute is principally a legal, accounting, or other matter within seven days after the arbitration is demanded, the matter shall be deemed to be a legal matter;
- 24.6 the arbitration shall take place in Gauteng or in such other place as is mutually agreed to by the parties, with only the parties and their representatives being present;
- 24.7 the arbitration shall be determined in accordance with the provisions of South African law and the parties submit to South African jurisdiction for the purpose of this arbitration;
- 24.8 the decision of the arbitrator shall be final and binding on the parties and may be made an order of the court referred to in clause 20.9 at the instance of either of the parties;
- 24.9 the parties hereby consent to the non-exclusive jurisdiction of the South Gauteng High Court of South Africa, Johannesburg in respect of the proceedings referred to in clause 25.2 and/or the making of an order referred to in clause 25.8;
- 24.10 the parties agree to keep the arbitration including the subject-matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of an order to be made in terms of clauses 25.2 and 25.8;
- 24.11 the provisions of this clause -
- 24.11.1 constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and
- 24.11.2 are severable from the rest of these Standard Terms and Conditions and shall remain in effect despite the termination of or invalidity for any reason of these Standard Terms and Conditions; and
- 24.12 the parties agree that the written demand by the Seller in terms of clause 25.1 that the dispute be submitted to arbitration, is deemed to be a legal process for the purpose of interruption of extinctive prescription in terms of the Prescription Act, Act 68 of 1969, as amended.
- 25 The Purchaser hereby chooses as its Domicilium Citandi et Executandi for all purposes arising out of these Standard Terms and Conditions the address as completed by the Purchaser in page 1 above.

- 26 Unless the context otherwise requires, the words importing the singular shall include the plural and vice versa, a natural person shall include an artificial person and vice versa and the one gender shall include the other gender and vice versa.
- 27 The Purchaser undertakes to notify the Seller, in writing, within seven days of any change in ownership of the Purchaser's business, or should the Purchaser be a company or close corporation, of any share transaction or change of members interest whereby the majority shareholding or members interest, as the case may be, of the Purchaser is affected, failing which notice the entire balance of all amounts owing by the Purchaser to the Seller, whether due or not, will immediately be deemed to be due and payable by the Purchaser. In addition to the foregoing, the Purchaser acknowledges that immediately upon any change as aforesaid occurring any outstanding amount whether due or not shall be deemed to be forthwith payable by the Purchaser to the Seller.
- 28 **Cession of Book Debts:**
- 28.1 The Purchaser does hereby irrevocably and in rem suam cede and pledge, in securitatem debiti, unto and in favour of the Seller, all of its right, title, interest, claim and demand in and to all claims/debts/book debts of whatsoever nature and description and howsoever arising (collectively referred to as "the Debts") which the Purchaser may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever (collectively referred to as "the Purchaser's debtors") without exception as a continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Purchaser to the Seller from whatsoever cause or obligation howsoever arising which the Purchaser may be or become bound to perform in favour of the Seller.
- 28.2 Should it transpire that the Purchaser at any time entered into prior deeds of cession or pledge or otherwise encumbered any of the right, title and interest in and to any of the Debts which will from time to time be subject to this cession then this cession shall operate as a cession of all the Purchaser's reversionary rights in such Debts.
- 28.3 Notwithstanding the terms of the foregoing cession the Purchaser is hereby authorised by the Seller, until such authorisation is revoked by the Seller by notice in writing to the Purchaser to institute action, in its own name, against any of the Purchaser's debtors provided that all sums of money which the Purchaser collects from the Purchaser's debtors shall be collected on the Seller's behalf and provided further that the Seller shall at any time be entitled to terminate the Purchaser's right to collect the Purchaser's debtors.
- 28.4 The Purchaser agrees that the Seller shall be entitled at any time or times hereafter to give notice of this cession to all or any of the Purchaser's debtors.
- 28.5 The Purchaser further agrees that the Seller shall, at any time, be entitled to inspect any of the Purchaser's books or records and in addition shall be entitled to take possession of such books and records (of whatsoever nature) to give effect to the terms of this cession.
- 28.6 Parate Executie
- The purchaser acknowledges that -**
- 28.6.1 the Debts ceded by the Purchaser to the Seller in terms hereof are securities which underlie a transaction of a commercial nature and that possession of these securities is vested in the Seller;
- 28.6.2 the exercise of the Seller's rights in relation to the Debts, in the circumstances described herein, will confer on the Seller certain procedural advantages, which in the light of the commercial nature of the transaction secured hereby are fair, reasonable and necessary to ensure that the Seller does not suffer unfair commercial prejudice by being deprived of these procedural advantages;
- 28.6.3 if any court of competent jurisdiction to which the Seller may apply in terms hereof refuses to sanction the exercise of the Seller's rights in relation to the Debts, or any of them in terms hereof, then the Seller shall nevertheless be entitled to realise the securities or any of them secured under and in terms hereof by judicial process, or to exercise such other rights as may be available to it at common law, and the refusal to sanction the exercise of the Seller's rights in relation to the Debts shall not render the cession contained herein or any part of it invalid or unenforceable;
- 28.6.4 the Purchaser appoints the Seller irrevocably and in rem suam as its agent to apply for surrender, to realise or otherwise deal with the Debts in its absolute discretion in the event of the Purchaser's failure to pay any amount which it may owe or in which it may be or become indebted to the Seller and to apply the proceeds of such surrender, realisation or other dealings to its aforesaid debt.
- 29 The Purchaser agrees to procure that, prior to it ordering any goods or services from the Seller, one or more parties acceptable to the Seller ("the Guarantors") complete and sign the guarantee ("the Guarantee") attached to these Standard Terms and Conditions and as such guarantee all of the obligations of the Purchaser to the Seller from time to time.
- 30 To the extent permitted by law the Purchaser hereby consents to the cession by the Seller of all or any of its rights in terms hereof and in terms of the Guarantee to any third party without prior notice to the Purchaser.
- 31 Should the Purchaser at any time be subject to or perform an act which constitutes a Credit Event any goods delivered by the Seller to the Purchaser and in respect of which payment has not been made at the date of the Purchaser becoming subject to or performing an act constituting such Credit Event, (whether payment in respect thereof be due or not) shall immediately be returned to and recoverable by the Seller and the agreement pursuant to which such goods were sold shall be deemed to have been cancelled in respect of the goods so returnable/recoverable.
- 32 The Purchaser acknowledges that in the event of it being a proprietorship, partnership, a company or a close corporation and converting from a proprietorship, partnership, or company to a close corporation or from a proprietorship, partnership or a close corporation to a company at any time hereafter, as the case may be, any Guarantor shall nevertheless still remain bound as guarantor.

- 33 The Seller does not appoint the Post Office as its agents for payments by post. Should any payments be mislaid or lost in the post, the Purchaser shall still be liable to the Seller for payment.
- 34 **CONSENT:**
- 34.1 The Purchaser understands that the personal information given herein is to be used by the Seller for the purposes of assessing its credit worthiness. The Purchaser confirms that the information given by it is accurate and complete. The Purchaser further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which the Seller will not be liable for any inaccuracies.
- 34.2 The Seller has the Purchaser's consent at all times to contact and request information from any persons, credit bureaus or businesses, including those mentioned in these Standard Terms and Conditions and to obtain any information relevant to the Purchaser's credit assessment including, but not limited to, information regarding the amounts purchased from supplier's per month, length of time the Purchaser has dealt with such supplier, type of goods or services purchased, bank codes and manner and time of payment.
- 34.3 The Purchaser agrees that information given in confidence to the Seller by a third party in respect of the Purchaser will not be disclosed to the Purchaser.
- 34.4 The Purchaser hereby consents to and authorises the Seller at all times to furnish personal and credit information concerning the Purchaser's dealings with the Seller, including its payment profile, to a credit bureau and to any third party seeking a trade reference regarding the Purchaser in its dealings with the Seller.
- 35 The Seller reserves its rights to request further information from time to time as may be required to assess and re-assess the Purchaser's financial position. The Applicant, and if successful, Purchaser, voluntarily consents and agrees to having its information provided herein to be used by the Seller for the benefit of the Purchaser in the course of the Seller's marketing endeavors in possibly future transaction between the two parties of this agreement,
- 36 Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of the Seller shall not in any way operate as or be deemed to be a waiver by the Seller of any rights hereunder, or be construed as a novation thereof.
- 37 Each clause of these Standard Terms and Conditions is severable, the one from the other and if anyone or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these Standard Terms and Conditions, which shall remain of full force and effect.
- 38 This contract contains the entire agreement between the parties and any other terms thereof whether express or implied are excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.