

STANDARD TERMS AND CONDITIONS OF SALE

To the extent that the Customer is a natural person, or a juristic person as defined in the Consumer Protection Act 68 of 2008 (“CPA”) whose asset value and annual turnover is, at the time of the conclusion of this agreement, both less than the threshold determined by the Minister in Section 6 of the CPA (currently R2 million) then the Customer’s attention is drawn to the following specific conditions as required by Section 49 of the CPA, namely: clauses 4.2, 5.2, 5.3, 5.5, 5.6, 5.7, 5.8, 6.1, 6.2, 6.3, 6.5 and 9.

1 Definitions and Interpretation

In these terms and conditions:

- 1.1 “Agreement” means these terms and conditions read with the Quotation issued by the Company to the Customer;
- 1.2 “the Company” means Redfern Long Run Labels Proprietary Limited, a private company with registration number 2018/317066/07 and any division or subsidiary thereof;
- 1.3 “the Customer” means the party who places an Order with the Company to purchase Goods from the Company and includes any representative of the Customer;
- 1.4 “Goods” means products supplied or to be supplied by the Company to the Customer and includes products to be manufactured in accordance with the specifications of the Customer;
- 1.5 “Order” means a written order for Goods, which is delivered by the Customer to the Company;
- 1.6 “Parties” means the Company and the Customer, and “Party” shall mean either of them as the context may indicate;
- 1.7 “POPI” means the Protection of Personal Information Act No. 4 of 2013, as amended;
- 1.8 “Quotation” means a written quotation or pro forma invoice issued by the Company to the Customer setting out the quantity and type of Goods together with the price thereof and the estimated delivery date;
- 1.9 an expression which denotes any gender includes the other genders, a natural person includes juristic entities and any other legal persons and vice versa; and the singular includes the plural and vice versa; and
- 1.10 where any number of days is prescribed in the Agreement, that number shall be reckoned exclusive of the first and inclusive of the last day.

2 Introduction

- 2.1 The terms and conditions as set out in this document shall apply to all Orders which the Company accepts to sell any Goods to any Customer and the Customer shall be deemed to have specifically agreed to these terms and conditions in respect of each such purchase of Goods from the Company.

- 2.2 These terms and conditions together with the Quotation, comprising the Agreement, shall apply to the exclusion of any other terms and conditions specified by any Customer and no alteration or variation to the Agreement shall be of any force or effect unless reduced to writing and signed by an authorised representative of the Company.

- 2.3 In the event of any inconsistency between these terms and conditions and any Quotation, these terms and conditions shall prevail to the extent of the inconsistency.

3 Orders

- 3.1 The Customer shall, whenever it requires Goods, submit an Order to the Company specifying the quantity and type of Goods required.
- 3.2 Each Order shall be subject to these terms and conditions and the Quotation. No additional terms stated in the Order shall be binding on the Parties.
- 3.3 All Orders placed shall be in writing and shall be irrevocable upon receipt by the Company.

4 Prices and Payment

- 4.1 The price payable by the Customer for the Goods shall be as per the Quotation issued by the Company to the Customer. All prices quoted exclude VAT, which shall be payable in addition.
- 4.2 Only written Quotations shall be binding upon the Company and shall lapse if an order is not placed by the Customer within the period of validity of the Quotation, or if not specified, within (thirty) 30 days from the date of submission by any means of such Quotation to the Customer.
- 4.3 The Customer shall pay the full price for the supply of the Goods plus VAT and any other charges applicable to the Order within 30 (thirty) days from date of the Company’s first statement.
- 4.4 Payment shall be made without deduction or set-off of any nature whatsoever at the address indicated on the invoice or paid directly into the nominated bank account of the Company.
- 4.5 The Customer shall submit payment details (remittance advice) reflecting each individual invoice number and the amount paid together with each payment at the fax number specified on the invoice or emailed to bonnieml@redferlongrun.co.za.
- 4.6 In the event that payment is not made within the time period specified in sub-clause 4.3 above, then the Company shall be entitled to charge interest on the amount overdue at the rate of 5% (five percent) above the prime overdraft rate charged by the Company’s bank from time to time calculated from the date that the amount becomes overdue until the date of final payment.
- 4.7 If any amount owed by the Customer is not paid on the due date therefor, then without prejudice to any right it may have, the Company shall be entitled to:

- 4.7.1 immediately suspend the carrying out of any of its uncompleted obligations until full payment is received; and/or
- 4.7.2 demand that the whole amount outstanding by the Customer will become due and payable immediately, notwithstanding the fact that any portion of the amount would not yet be owing in accordance with the agreed terms of payment; and/or
- 4.7.3 withdraw any credit facilities granted to the Customer without further notice to such Customer.

5 Delivery, Risk and Ownership

- 5.1 The Goods will become available for delivery by the date specified in the Order or any such other date as notified to the Customer by the Company.
- 5.2 Delivery of the Goods will be taken by the Customer on such specified date referred to in clause 5.1 above. Failure of the Customer to take delivery on the date so specified shall entitle the Company to store the Goods at the risk and cost of the Customer, which cost shall be determined in the Company's discretion, until such time as the Customer takes delivery.
- 5.3 Without derogating from clause 5.2 above, delivery will be effected and the risk therein shall pass to the Customer:
 - 5.3.1 where the Customer procures the collection of the Goods from the Company's premises, when the Goods or any portion thereof, are loaded by the Customer on the Company's premises; or
 - 5.3.2 where the Company procures the delivery of the Goods to the Customer, when the Goods or any portion thereof are loaded by the Company for delivery to the Customer.
- 5.4 The Company shall, in its discretion, be entitled to require that the Customer collects the Goods from the Company's premises in accordance with clause 5.3.1 above.
- 5.5 Any damages to the Goods arising once loaded for delivery or in transit shall be at the risk of the Customer.
- 5.6 Any time or date specified for delivery is an estimate only and the Company shall not under any circumstances whatsoever be liable for any costs, losses or damages (whether general or special) of whatsoever nature which may be suffered or incurred by the Customer or any third party arising from the Company's failure to deliver Goods timeously or at all.
- 5.7 Late or partial deliveries shall in no way invalidate the Agreement or the Order and the Customer shall accept such deliveries when so tendered.
- 5.8 The Customer is responsible for the correctness of any specifications and/or dimensions provided to the Company and, accordingly the Company shall not be liable if any such specifications and/or dimensions are incorrect.

- 5.9 The Company shall retain ownership of all Goods until payment in full has been received from the Customer. In the event of the default by the Customer, the Company shall be entitled to re-take possession of the Goods forthwith without prejudice to any further rights the Company may have at law or in terms of this Agreement.

6 Return Policy

- 6.1 The Customer shall inspect the Goods upon delivery and shall, within 7 (seven) days, notify the Company, in writing, of any incorrect, patently defective or damaged Goods.
- 6.2 All claims for latently defective Goods (i.e. defects which could not have been discovered from a reasonable inspection) are required to be made, in writing, to the Company within 60 (sixty) days of delivery.
- 6.3 The Customer will have no claim for the return of the Goods should it fail to notify the Company in accordance with clause 6.1 or 6.2 above, as the case may be. All returns are required to be accompanied by a signed Goods return note.
- 6.4 All credit requests shall be considered in the Company's sole discretion having regard to the traceability and inspection of the Goods by the Company.
- 6.5 A credit on the Goods will only be considered if the Goods are in their original form of packaging with all the relevant batch information intact. The Company shall not give the Customer any cash refund for any Goods returned for any reason whatsoever.

7 POPI

- 7.1 Each Party shall comply with the provisions of POPI and shall only process personal information received from the other Party to the extent that it is strictly speaking necessary to perform its obligations in terms of the Agreement.
- 7.2 Each Party shall provide all such information, assistance and cooperation as the other Party may reasonably require to discharge the compliance obligations imposed on it under POPI.

8 Joint and Several Liability

- 8.1 In the event of the Customer being a partnership, the individual partners agree that all partners shall be jointly and severally liable for payment of all amounts due by the Customer to the Company. The partners of the Customer further agree that their liability to the Company shall be unaffected by the dissolution of the partnership in respect of any Goods sold and delivered after such dissolution unless a written notice informing the Company of such dissolution has been duly delivered to the Company.
- 8.2 The representative signing these terms and conditions on behalf of the Customer binds him or herself, as surety, jointly and severally with the Customer to the Company, as creditor, for the obligations of the Customer, as principal debtor, for the due and punctual payment and

performance by the Customer of all of the Customer's obligations under the Agreement, which constitutes the underlying and principal agreement to this suretyship.

9 Exclusions

- 9.1 The Company's liability to the Customer for any damages sustained by the Customer shall in any event and under all circumstances, be limited to the replacement of the Goods which are found to be defective as at the date of delivery thereof.
- 9.2 Except as set out in clause 9.1:
 - 9.2.1 the Company shall, under no circumstances whatsoever, be liable to the Customer or any third party for any costs, losses or profits or damages, direct or indirect, consequential or otherwise, sustained by the Purchaser or any third party whether or not caused by any act or omission by the Company, its agents or employees and whether or not the act or omission is negligent or not;
 - 9.2.2 the Customer hereby indemnifies the Company, its directors, employees and agents ("the Indemnified Parties") against all liability and indemnifies them from any claim by any person (including but not limited to a client of the Customer or any dependent) for damages or loss of whatever nature (including but not limited to consequential damages or special damages) flowing directly or indirectly from the Goods and/or their use for any purpose, whatever the cause/causes are (including any negligent act or omission by the Indemnified Parties).
- 9.3 The Company is not liable for a failure to perform any of its obligations in terms of the Agreement insofar as the failure is due to an impediment beyond its control.

10 General

- 10.1 The Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no other agreement, representations or warranties between the Parties, other than those set out in the Agreement shall be of any force or effect or binding on the Parties unless reduced to writing and signed by the Parties.
- 10.2 The Parties agree that no other terms and conditions, whether oral or written and whether express or implied will be applicable to the Agreement.
- 10.3 Save for any warranties given in the Agreement, the Company makes no warranties or representations in respect of the Goods or their use for any purpose.
- 10.4 No latitude, extension of time or other indulgence which may be given or allowed by the Company to the Customer in respect of the performance of any obligation in terms of the Agreement or failure by the Company to enforce any right under the Agreement shall be construed to be an implied consent by the Company or operate as a waiver or novation of, or otherwise affect any of the Company's rights in terms of or arising from this Agreement or estop

the Company from enforcing, at any time and without notice, strict and punctual compliance with each and every term of the Agreement.

- 10.5 The Customer warrants to the Company that it has the power, authority and legal right to sign and perform the Agreement and that the Agreement has been duly authorised by all necessary actions of its partners and/or trustees and/or directors and/or members, as the case may be, and constitutes valid and binding obligations on the Customer in accordance with the terms of the Agreement.

11 Applicable law, Jurisdiction and Costs

- 11.1 This Agreement will be governed by, and interpreted in accordance with, the laws of the Republic of South Africa.
- 11.2 The Customer hereby irrevocably consents to the jurisdiction of the Magistrate's Court in South Africa in respect of any dispute or claim arising out of the Agreement, notwithstanding that the amount of such dispute or claim may otherwise exceed the monetary jurisdiction of the Magistrate's Court, provided that this provision shall not preclude the Company at its sole discretion from instituting any action in the High Court of South Africa in respect of which the Company also irrevocably consents to jurisdiction or any other court of competent jurisdiction.
- 11.3 The Customer shall be liable for all costs and charges of the Company of whatsoever nature that may be incurred by the Company in enforcing any of the provisions of the Agreement including, without limitation, all legal costs as between attorney and own client, all collection commissions and tracing fees.
- 11.4 A certificate signed by a director of the Company stating that the amount due by the Customer to the Company at any time shall be prima facie proof of the amount due by the Customer to the Company and the facts stated therein for the purposes of all legal proceedings against the Customer for the recovery of any indebtedness to the Company and such certificate shall be sufficient to enable the Company to obtain provisional sentence or summary judgment against the Customer in terms hereof in any court of competent jurisdiction.
- 11.5 The Customer appoints its address stipulated on the Quotation and/or application form as its domicilium citandi et executandi for the service of all legal processes in terms of the Agreement.

Signed at _____ on this _____ day of _____ 20____

Signature

Representative name

Capacity