

ALCLAD INTERIOR SYSTEMS (PTY) LTD STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

By engaging our services you agree to be bound by the following terms notwithstanding that you may have your own similar terms for contracting.

The contract price shall be the price stated on our quotation or failing a quotation, shall be our invoiced price. A 50% deposit shall be payable upon engaging our services, and the balance shall be payable upon delivery, or tendered delivery, whichever be the earlier. Payments shall be by way of electronic funds transfer directly into our banking account. In the event of any dispute arising as to the amount due to us, a certificate issued under the hand of our financial director, or credit manager (whose designation it shall not be necessary to prove) shall constitute *prima facie* proof of the amount outstanding sufficient for the purposes of applying for summary judgment, or provisional sentence.

All risk of loss and/or damage howsoever arising shall pass to you upon delivery, or in the event that you defer or delay delivery, upon our tender to deliver.

A delivery note signed by any of your employees, or your nominated transport contractor, shall be accepted as *prima facie* proof of delivery. Any shortage or defects in any of the goods delivered shall be reported in writing within 48 hours of delivery thereof, failing which, the Client shall be presumed to have accepted the goods in good order and condition. Delivery times are estimates only and shall not be binding upon us.

Ownership in and to any goods and/or products sold shall pass once the full purchase price has been paid.

All drawings, designs, sketches and plans created or produced by us shall remain our exclusive property and in no circumstances may they be copied, distributed or used by you without our prior written consent.

We reserve the right in our sole and absolute discretion to, revoke, suspend and/or cancel this agreement should you commit a breach of any of the terms hereof, all of which are expressed to be material. In such event all amounts owing by you shall immediately become due and payable, notwithstanding that such amounts would, but for your breach not yet have been due for payment.

In terms of S45 of Act 32 of 1944, you consent to the jurisdiction of the Magistrates Court notwithstanding that the amount claimed by us may exceed the jurisdictional limit. This consent shall not restrict our right to institute proceedings in any other court of competent jurisdiction. You furthermore consent to our referral of any dispute to an advocate of not less than 10 years standing appointed by the chairperson of the Johannesburg Bar Council for resolution by way of arbitration. In such event the arbitrator shall be entitled to set the rules and procedures for the arbitration process including but not limited to making a ruling as to the incidence of payment of his professional fees, and shall not be bound by the provisions of the Arbitration Act. In any of the above *fora*, should we be successful in our action against you, you shall be liable to pay our legal fees on the scale as between attorney and client, including collection commission, tracing fees and the like, and in the case of arbitration, the arbitrator's fees.

You are deemed to have appointed the physical address for delivery of the goods and services as your *domicilium citandi et executandi* for the purposes of service of all court and arbitration process.

The terms contained herein, together with any additional terms contained on our invoices and or delivery notes, constitute the entire agreement between and no variation, oral deviation, amendment, consensual cancellation or otherwise shall be of any force or effect unless agreed to by both parties in writing.

The provisions of this agreement are severable, the one from the other. In the event that any one or more of the terms contained herein should be found to be invalid or unenforceable, to the extent of the invalidity or unenforceability that term shall be severed from the rest of this agreement which shall continue to be of full force and effect.