Tel: 031 002 7376

sales@tssupplies.co.za
www.tssupplies.co.za

"Providing innovative products with an exceptional, and trustworthy service."

TERMS AND CONDITIONS OF SALE

These Terms and Conditions ("the Agreement") set out the terms that shall govern the supply of Goods and the Rendering of Services by the Seller to the Customer and shall take precedence over any terms and conditions which may be contained in any of the Customer's documentation, including its purchase orders and will govern all transactions between the Seller and the Customer. The Seller's acceptance of the Customers purchase order is expressly conditional upon the Customer agreeing to the provisions in this Agreement. When the Customer places a purchase order with the Seller, the Customer will be deemed to have accepted the provisions of this Agreement. Should the Seller so require, the Customer shall provide the Seller with such security as the Seller may in its sole discretion determine.

1. DEFINITIONS

1.1 In this Agreement unless the context requires otherwise:

1.1.1 "**this Agreement**" means the agreement consisting of the Terms and Conditions of the Seller;

1.1.2 **"Business Day"** means any day excluding Saturdays, Sundays, and public holidays.

1.1.3 "**Customer**" shall mean individual, company, or organization that purchases or agrees to purchase Products from the Seller;

1.1.4 **"Force Majeure Event"** means any event beyond the reasonable control of the Sellers which prevents or delays performance of its obligations, including but not limited to natural disasters, war, strikes, pandemics, transport disruption, or supplier shortages.

1.1.5 "**Goods**" means in relation to the purchase order placed, the goods supplied by the Seller and ordered by the Customer from the Seller;

1.1.6 **"Order"** means a written or electronic request by the Customer for the supply of Products in accordance with this Agreement.

1.1.7 "**Parties**" means collectively the Seller and the Customer and "Party" means either of them as the context may require;

1.1.8 "**Price"** means the total amount payable by the Customer for the Products, including any applicable taxes, duties, and delivery charges.

1.1.9 "**Seller**" means TSS Technical Solution Supplies (Pty) Ltd, registration number: 2021/561569/07 and situated at 7B High Road, Warner Beach, Amanzimtoti, KwaZulu-Natal, 4126.

1.1.10 "**Services"** means the services rendered by the Seller to the Customer, or any part thereof, as the context may require.

1.1.11 **"Delivery Note"** means written confirmation from a duly authorised representative of the Seller accompanying the Goods delivered to the Seller, outlining the description, quantity, and any other relevant details.

1.1.12 **"Invoice"** means a consolidation of invoices raised by the Seller for Goods or Services requested by the Customer, specifying the amounts due for goods delivered or services rendered under this Agreement, including a description of the goods or services, the applicable fees or charges, the payment due date, and any other relevant information required for processing payment.

2. ENTIRE AGREEMENT:

2.1. The Customer agrees that:

2.1.1. this Agreement represents the entire Agreement between the Customer and the Seller and that no alterations or additions to this Agreement may be affected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of the Seller;

2.1.2. this Agreement will govern all future contractual relationships between the parties;

2.1.3. this Agreement is applicable to all existing debts and future debts between the parties;

2.1.4. this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions;

2.1.5. any conflicting conditions stipulated by the Customer are expressly excluded;

2.1.6. these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by the Seller, and

2.1.7. these terms apply to all agents of the Seller.

3. CUSTOMER ACKNOWLEDGEMENTS

3.1 The Customer acknowledges that:

3.1.1. It does not rely on any representations made by the Seller in regard to the goods or any of its qualities leading up to this Agreement other than those contained in this Agreement or in any written communication;

3.1.2. all specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by the Seller in respect of the goods orally or in writing will not form part of the Agreement in any way unless agreed to in writing by the Seller;

3.1.3. it is the sole responsibility of the Customer to determine that the goods ordered are suitable for the purposes of intended use unless such suitability was confirmed to the Customer in writing;

3.1.4. it agrees to pay all additional reasonable costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed, and

3.1.5. If any goods ordered by the Customer are superseded, replaced, or their manufacture terminated, the Seller may offer to supply alternative goods of equivalent quality and specification at the prevailing prices. The Customer will be notified in writing of such substitution and may, within 5 (five) business days of notification, elect to cancel the affected portion of the order without penalty.

4. ORDERS

4.1 All Orders must be made in writing.

4.2 The Customer's order shall constitute an irrevocable offer to purchase the Goods or contract the Services in question from the Seller and shall be capable of acceptance by the Seller expressly by issuing a written acceptance order, impliedly or by the Seller's conduct.

4.3 The Customer shall bear the risk of any errors or misunderstandings arising from orders placed verbally.

4.4 No variation or withdrawal of an order made by the Customer shall be valid unless the Seller specifically confirms such variation or withdrawal of the order in writing to the Customer.

4.5 If the Seller, at its sole discretion, accepts the cancellation of an order, it reserves the right to charge the Customer for all the costs it has incurred up to the date of cancellation.

4.6 In the event of cancellation, the Customer shall be liable to pay:

4.6.1 the difference between the selling price and the value of the goods at the time of repossession, and

4.6.2 all other direct and reasonable costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

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

5. PRODUCT SPECIFICATION

5.1. Product descriptions, images, and specifications are provided for general guidance and may be subject to change without notice.

5.2. The Seller reserves the right to modify or discontinue any Product where necessary to comply with applicable laws or manufacturing standards.

5.3. The Customer is responsible for ensuring that the Products ordered are suitable for their intended purpose or industry application.

5.4. The Seller warrants that it is the rightful owner, authorized licensee, or holder of all rights to any branding, design, logo, or other intellectual property relating to any branding or marketing materials.

6. PRICES

6.1 Unless the Seller provides the Customer with a written quotation, which the Customer accepts within the period for which the quotation is valid, the price of the Seller's Goods and/or services will be the Seller's official list price/rates ruling at the date of delivery of the Goods or the date of the rendering Services.

6.2 All quotations will remain valid for a period of 30 days from the date of the quotation.

6.3 All quotations are subject to the availability of the goods and subject to correction of good faith errors by the Seller and the prices quoted are subject to any increases in the cost price, of the Seller before acceptance of the order.

6.4 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.

6.5 The invoice price reflected on the invoice issued to the Customer by the Seller shall be paid by the Customer without any deduction, unless otherwise agreed by the Seller in writing.

6.6 The Seller reserves its right to vary any quoted price by adding thereto the increased costs to it of any Goods or Services resulting from any adverse fluctuation in the rate of exchange, or increase in surcharge, government duty or increase in the costs of material, transport, labour or insurance between the date of quotation and the date of delivery of the Goods or rendering of Services.

7. QUALITY

7.1. The Customer acknowledges and agrees that variations in the quality of materials may occur between the sample provided and the final product. Such differences may result from factors including, but not limited to, material availability, product discontinuation, manufacturing process limitations, or supplier-related constraints.

7.2. The Customer acknowledges and accepts that any distortion or alteration of branding resulting from the manufacturing process, such as the layout, colour selection, material composition, or product design shall not be considered a defect, and the Customer agrees to accept the product as supplied.

7.3. The Customer acknowledges and agrees that variations in colour may occur between the branding and the final product and accepts the risk that the chosen colours may appear differently once produced.

7.4. The Customer agrees that the Seller shall not be held liable for any loss or damage arising from variations in quality caused by manufacturing processes, design elements, branding, or any material factors beyond the Seller's direct control.

8. QUANTITY

8.1. The Customer acknowledges that the quantity of products ordered is a determining factor in the overall pricing of the order.

8.2. Orders for Custom colours cannot be cancelled or amended.

8.3. Should the Customer cancel or modify the quantity originally ordered, the Seller reserves the right to adjust the total purchase price accordingly.

8.4. The Customer agrees to indemnify the Seller and waives any claim for damages arising from the need for additional stock that was not included or accounted for in the original order.

9. PAYMENT

9.1. Terms of payment are COD on acceptance of order, unless the Customer has an account with the Seller.
9.2. The Customer shall only be regarded as having affected payment to the Seller once the payment has been received in the Seller's bank account and cleared. Payments made into the Seller's bank account shall at the Customers' risk until confirmed as received by the Seller.
9.3. If any payments due to the Seller are subject to withholding tax, the Customer shall pay the Seller an additional amount so that the Seller receives the full payment that is due to it. The Customer shall only be exempted from this provision if it provides the Seller with an exemption certificate or other documentation acceptable to the taxing authorities within the time frames stipulated by these authorities
9.4. Unless otherwise expressly agreed in writing all payments are to be made in South African Rand.
9.5. The Customer shall not be entitled, for any reason whatsoever, to withhold, defer, deduct from, or set off any amount due to the Seller. No extension of the payment terms shall be valid or enforceable unless agreed to in writing and signed by both the Customer and a duly authorised representative of the Seller.
9.6. The Seller may appropriate all payments from the Customer to any such outstanding amounts as it deems fit.
9.7. The Seller reserves the right to charge interest on any overdue amounts at a rate of prime plus 2% (two percent).
9.8. The Customer must notify the Seller of any error in any invoice and/or statement submitted to it by the Seller within 7 (seven) days from the date of the invoice and/or statement concerned, failing which the invoice and/or statement will be deemed to be free of any errors.
9.9. Unless communicated in writing by a duly authorised representative of the Seller, no third party is authorised to accept any payment due by the Customer for and on behalf of the Seller.
9.10. The Customer confirms that the goods listed on any Tax Invoice correspond to the goods ordered at the agreed prices. Where delivery or performance has already occurred, the Customer shall inspect the goods within a reasonable time and notify the Seller of any discrepancies or defects. Failure to notify the Seller within such reasonable time shall be deemed acceptance of the goods as conforming in quality and quantity.
9.11. To be valid, claims must be supported by the Original Tax Invoice.
9.12. All discounts shall be forfeited if payment in full is not made on the due date.

10. DELIVERY OF GOODS

10.1. Delivery and performance times quoted are estimates only and are not binding on the Seller. The Seller shall use reasonable commercial endeavours to meet quoted delivery times but shall not be liable for any delay in delivery howsoever caused. Time shall not be of the essence in respect of delivery unless expressly agreed in writing by the Seller.
10.2. The date of delivery of the Goods will be deemed to be the date when the Goods are delivered to the Customer's nominated delivery address or the date on which the Seller notifies the

Customer that the Goods are available for collection. Any third party who collects the Goods from the Seller will be deemed to be the Customer's agent. The Seller may affect delivery in one or more instalments, and each instalment shall be treated as a separate transaction.

10.3. The Seller may deliver the goods in instalments, provided that it notifies the Customer in advance of the proposed delivery schedule. Each instalment shall be deemed to be a separate delivery, and failure to deliver any one instalment shall not entitle the Customer to cancel the remainder of the order.

10.4. A signed delivery note or waybill (copy or original), held by the Seller and signed by the Customer, any employee, agent, authorized representative of the Customer, or any third party engaged to transport the goods, shall constitute prima facie proof that the goods have been delivered and received in good condition. The Customer warrants that the signatory is duly authorized to bind the Customer, and such documents shall also constitute prima facie proof of the rendering of services or supply of goods under this Agreement.

10.5. The Seller shall be entitled to invoice each delivery/performance actually made separately.

10.6. The Customer agrees to accept any quantity that does not exceed or fall short of the quantity ordered by no more than 5% (five percent) as good and complete performance and may request to pay the Seller only the proportionate contract price for the actual quantity dispatched which request will not be unreasonably refused.

11. DISCREPANCIES

11.1. Unless the Customer notifies the Seller in writing within 7 (seven) days of the date of delivery that the Goods are defective, short delivered, damaged or not in accordance with the order, the Seller shall not be liable for any of the aforesaid discrepancies. Any such notification must be accompanied by reasonable supporting evidence of the alleged defect or discrepancy. Once the Seller has satisfied itself of the validity of the Customer's complaint, the Seller will determine, in its absolute discretion, the manner in which it resolves such complaint.

12. RISK AND OWNERSHIP

12.1. The risk in and to the Goods purchased shall pass to the Customer on delivery thereof, but ownership shall remain vested in the Seller until the full purchase price for such goods is paid to the Seller.

12.2. Where an outside carrier is engaged to transport goods, the carrier will in all instances be the Customers agent and the risk in goods will pass to the Customer on delivery to the carrier.

12.3. The Customer shall fully insure the Goods against loss or damage until it has paid the full purchase price to the Seller. All benefits in terms of such insurance policy shall be ceded to the Seller.

12.4. The risk of damage to, destruction or theft of goods shall pass to the Customer on delivery thereof, as set out in clause 12.1, and the Customer undertakes to comprehensively insure the goods until paid for in full.

12.5. The Seller is entitled to enter the Customer's premises during working hours to remove the Goods supplied to the Customer should the latter fail to effect payment therefor without Court order.

12.6. The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of the Seller. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of the Seller in the goods.

13. LIEN

13.1. Unless the Seller has received full payment in respect of the Services, it shall be entitled to exercise a lien of the Goods in respect of which the Services were rendered, irrespective of whether or not the Customer has paid the Seller for the Goods concerned, until the Customer settles all amounts due in respect of the Services.

14. RETURNS

14.1. The Seller has the option whether or not to accept goods returned. Should the Seller, in its absolute discretion, elect to accept the return of any Goods, it will furnish the Customer with written notification, and the Goods must be immediately returned to the Seller, at the Customer's cost, with the corresponding invoice and they must be undamaged and saleable. The risk in the Goods shall remain with the Customer until the Goods are received by the Seller.

14.2. The Seller reserves the right to levy a handling charge of 10% (ten percent) in respect of any such returned Goods.

14.3. All goods taken on consignment basis by the Customer are deemed sold if not returned sealed, in the original condition and in the original packaging.

14.4. The Customer shall return any defective moveable goods to the premises of the Seller at the Customer's own cost and packed in the original or suitable packaging.

14.5. All guarantees are immediately null and void should any goods be tampered with or should the goods be used or stored outside the Manufacturer's specifications.

15. LIMITATION & LIABILITY

15.1. Any liability of the Seller for direct loss or damage arising from a breach of a Contract or this Agreement shall not exceed the total price paid or due to be paid by the Customer for the Goods or Services that form the subject matter of such claim. Under no circumstances will the Seller be liable for any indirect, consequential, special or loss or damage of any nature and howsoever arising which may be suffered by the Customer or any third party as a result of or in connection with the Goods and/or services or any transaction contemplated herein. Nothing in this Agreement shall limit or exclude the Seller's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded or limited under applicable law, including applicable provisions of the Consumer Protection Act 68 of 2008.

15.2. In addition to the above, the Customer hereby waives any and all claims it may have against the Seller and indemnifies and holds the Seller harmless from and against any and all claims, damages, losses, costs, or expenses of whatsoever nature, whether made by the Customer or any third party, arising from or associated with the Goods, the Services, any third party's use of the Goods, or any other matter for which the Seller would not be liable to the Customer under

this Agreement, howsoever arising, including but not limited to claims made against the Seller by any third party.

15.3. Goods are guaranteed according to the Manufacturer's product-specific warranties only, and all other guarantees including common law guarantees are hereby specifically excluded.

15.4. Under no circumstances shall either party be liable for any indirect or consequential damages including loss of profits or for any wrongful liability of any nature whatsoever whether caused negligently or innocently.

15.5. The Customer shall be liable to the Seller for all legal costs, collection fees, tracing, valuation fees, and any other costs incurred by the Seller in enforcing this Agreement or in any litigation concerning its validity or enforceability, such costs to be calculated on an attorney-and-client scale.

16. APPLICATION AND USE OF SILICONE PRODUCTS

16.1. The Customer acknowledges that the performance and effectiveness of any silicone or silicone-based product supplied by the Seller depends upon the correct preparation, handling, and application of such product, by the Customer, strictly in accordance with the Seller's training, specifications, and instructions.

16.2. Without limiting the generality of Clause 16.1, the Customer specifically waives any claim against the Seller and indemnifies the Seller in respect of any loss, damage, cost, or claim of whatsoever nature arising from or in connection with the improper or incorrect use, handling, or application of the silicone product by the Customer or any third party. For the avoidance of doubt, all other limitations of liability and indemnities set out in Clause 15 shall apply to the silicone products in the same manner as to any other Goods or Services supplied under this Agreement.

16.3. The Customer shall ensure that all persons applying or handling the silicone product have received adequate training and understand the Seller's instructions.

16.4. The Manufacturer's product warranty referred to in Clause 15.3 shall only apply where the silicone product was applied by an applicator trained by the Seller, and the Customer shall provide proof of such training on request.

16.5. The use of any primer or other product not specified by the Manufacturer or the Seller voids all warranties and claims in respect of the silicone product.

17. FORCE MAJEURE

To the extent that the Seller is prevented, directly or indirectly, from performing any of its obligations in terms of this Agreement as a result of an act of God, storms, lightning, heavy rains, strikes, lock-outs, non-availability, or extended lead time of goods or delay or failure in the supply by third parties in rendering any service, or cause beyond its control, the Seller shall be relieved of such obligations for the duration that such event of force majeure persists. The Seller will not accept liability for damages or for loss the Customer may suffer as a result, and the Customer shall not be entitled to cancel any Orders and/or claim damages or set off any payment due to late delivery or non-delivery. The Seller undertakes to use all reasonable commercial endeavours to overcome any such event as soon as practically possible and shall mitigate the effect thereof on the unaffected party to the extent possible.

18. BREACH

18.1. In the event of the Customer committing any breach of the terms of this Agreement, all of which are deemed to be material, the Seller at its option and without prejudice to any of its rights in law, shall be entitled to:

18.1.1. retake possession of the Goods sold and delivered to the Customer, in respect of which ownership has not passed; and/or

18.1.2. demand that the Customer immediately make payment to the Seller of all amounts in respect of all goods sold and delivered by the Seller to the Customer notwithstanding that payment in respect of such Goods might not then be due and payable.

18.2. Should the Customer fail to pay any amount on its due date, or suffers any civil judgement being taken or entered against it, or commits any act of insolvency, or is placed under sequestration, liquidation or judicial management (whether provisional or final, voluntary or compulsory), or makes or attempts to make any general offer of compromise with any of its creditors or sells its business or changes the structure of its ownership, the Seller shall, without prejudice to any other remedies that it has available to it, be entitled to:

18.2.1. suspend or cease performance of its obligations to the Customer until the Customer's breach had been remedied; and/or

18.2.2. summarily cancel this Contract; and/or

18.2.3. repossess any Goods which have not been paid for; and/or

18.2.4. exercise lien over any Goods or any of the Customer's property in its possession or under its control; and/or

18.2.5. summarily cancel this Contract or claim specific performance of all the Customer's obligations whether or not such obligations have fallen due for performance, in all events without prejudice to the Seller's right to claim damages.

18.3. If the Customer or any of its Affiliated have failed to timeously effect payment of an amount owed to the Seller on its due date or the Customer or any of its Affiliates breaches any provision of an agreement between it and the Seller or any of its Affiliates, same will be regarded as a breach of this Agreement enabling the Seller to exercise any of the rights recorded in clause 18.2 above.

18.4. No claim under this Agreement shall arise unless the Customer has, within 7 (seven) days of an alleged breach of contract and/or defect occurring, given the Seller written notice of such breach or defect and has afforded the Seller at least 30 (thirty) days to rectify such defect or breach.

19. TERMINATION

19.1. In the event that the Customer breaches or has breached any term of this agreement, the Seller will bring such a breach to the attention of the Customer in writing and afford the Customer 7 (seven) Business Days to remedy the breach, failing which the Seller shall be entitled to immediately terminate or suspend the Agreement or Order if the Customer

19.1.1. Fails to make payment when due in terms of clause 9;

19.1.2. Breaches any material terms of this Agreement; or

19.1.3. Becomes insolvent or subject to bankruptcy proceedings.

19.2. Upon termination of this Agreement, all sums due to the Seller shall become payable immediately.
19.3. In the event of the Customer failing to pay in terms of clause 9, the Supplier may suspend or cancel any current or future Orders and retain possession of any Products not yet delivered.
19.4. Interest will accrue on all overdue amounts in accordance with clause 9 (Payment) at the rate of prime plus 2% (two percent) per annum, calculated from the due date until the date of actual payment, both days inclusive.
19.5. The Customer shall be liable for all reasonable costs incurred by the Seller in recovering outstanding amounts, including legal fees on an attorney-and-own-client scale.

20. CESSION AND ASSIGNMENT

20.1. The Customer shall not be entitled to cede its rights or assign its obligations under this Agreement.
20.2. The Seller shall be entitled to cede its rights and assign its obligations under this Agreement and such cessionary shall be entitled to enforce its rights hereunder and in terms of any security furnished by the Customer to the Seller against the Customer and/or the party that provided such security in respect of the Goods and/or Services supplied and/or rendered by the Seller and the Goods and/or Services rendered by the cessionary to the Customer.
20.3. The Seller may subcontract its obligations without the Customer's consent.

21. LEGAL PROVISIONS

21.1. The Agreement and all transactions between the Customer and the Seller shall be governed by and decided upon in accordance with the laws of the Republic of South Africa.
21.2. The Seller shall, at its option, be entitled to institute action in the Magistrate's Court, notwithstanding that the amount of its claim exceeds the jurisdiction of such Court. This provision shall not preclude the Seller from instituting action against the Customer in any other competent court with jurisdiction.
21.3. The Customer agrees that the Seller will not be required to furnish security.
21.4. The Customer hereby consents that the Seller shall have the right to institute any legal action in either the Magistrate's Court or the Local Division of the High Court at its sole discretion.
21.5. A certificate issued by any director or manager of the Seller, whose authority, appointment and signature it shall not be necessary to prove, that purports to certify any indebtedness of the Customer to the Seller, delivery of the Goods to the Customer, rendering of the Services to the Customer or any other fact shall constitute prima facie proof of such indebtedness or delivery or rendering of Services or any other fact.
21.6. The Customer shall be liable for the Seller's legal fees in the event of the Seller enforcing or defending its rights hereunder on an attorney and own client scale, including Counsel Fees on brief, tracing agent's fees and collection charges.
21.7. This Agreement and its interpretation are subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in clauses 21.2 and 21.4.

22. DOMICILIUM

22.1. The parties' physical addresses as set out in the application section of this Agreement will constitute their chosen *domicilium citandi et executandi.*

22.2. A party may change its domicilium by furnishing the other party 7 (seven) days written notice of its new physical address.

22.3. Any document shall be deemed duly presented to and accepted by the Customer:

22.3.1. Upon delivery, in the case of registered mail or courier delivery, to the Customer's business or postal address, or to the personal address of any of the Customer's Principals;

22.3.2. on being delivered by hand to the Customer or any Principals of the Customer; or

22.3.3. within 24 (twenty-four) hours of being e-mailed to any e-mail address provided by the Customer.

23. GENERAL

23.1. This Agreement only becomes final and binding on receipt and acceptance of this offer by the Seller at its business address in KwaZulu-Natal.

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

23.3. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. No party shall be entitled to rely upon any term, warranty, guarantee, condition or representation, unless it is contained herein.

23.4. No amendment of this Agreement and no extension of time, waiver or relaxation of any of the provisions of this Agreement shall be binding, unless recorded in a single document signed by both parties.

23.5. No relaxation or indulgence shall prejudice or be deemed to be a waiver of any of the Seller's rights hereunder.

23.6. Each provision of this Agreement is severable, the one from the other. If any provision is found to be defective, unlawful or unenforceable for any reason, the remaining provisions shall continue to be in full force and effect.

23.7. The rule of construction that this Agreement be interpreted against the party responsible for drafting this document shall not apply.

24. DISCLOSURE OF INFORMATION

24.1. The Customer hereby consents to the Seller conducting any reasonable due diligence, verification checks, or enquiries which the Seller may, at its discretion, deem necessary or appropriate, including but not limited to checks with third parties, regulatory bodies, or service providers, for purposes including verifying the Customer's identity, business details, compliance status, and operational legitimacy. Both parties undertake to comply with their respective obligations under the Protection of Personal Information Act 4 of 2013 ("POPIA") in connection with any personal information processed pursuant to or in connection with this Agreement. The Customer consents to the Seller processing its personal information (including that of its

employees, directors, and representatives) for purposes of performing this Agreement, credit assessment, fraud prevention, and compliance with applicable law.

24.2. The Customer acknowledges and agrees that the Seller may, where lawful and appropriate, record and retain information relating to its dealings with the Customer and may share such information with third parties, including service providers and regulatory authorities, where required for business, compliance, fraud prevention, or lawful operational purposes.

25. SURETYSHIP

The signatory to the Agreement ("the Surety") binds himself/herself in his/her personal capacity as Surety and co-principal debtor with the Customer in favour of the Seller for the due performance of any obligation of the Customer and for the payment to the Seller by the Customer of any amount which may now or at any time be or become owing to the Seller by the Customer. This suretyship shall remain in full force and effect for so long as any amounts shall remain owing by the Customer to the Seller and notwithstanding the temporary extinction of the Customer's indebtedness to the Seller. The Surety waives and renounces legal benefits of excussion (the right to require the Seller to first proceed against the Customer for payment of any debt owing to the Seller before proceeding against the Surety, cession of action (the right to require the Seller to give cession of the action for payment of debts to the surety before any action against the Surety may be taken), the benefit of simultaneous citation and division of debt (the right of Co-Surety to be liable only for his/her pro rata share of the principal debt) and the right to an accounting from the Seller. The Surety further undertakes to be bound by the remaining provisions of this Agreement mutatis mutandis and chooses their domicilium address as the Customer's physical address set out in the application of this Agreement.

I, the undersigned, do hereby warrant that:

a. All of the information recorded in the application section is accurate, correct and complete in all respects. The Customer undertakes to notify the Seller of any changes to such information within 7 (seven) days from such change occurring;
b. The Customer agrees that all transactions concluded with the Seller will be subject to this Agreement;
c. I have the necessary authority to represent the Customer herein.

THUS, DONE AND SIGNED BY THE CUSTOMER AT_____ON THIS THE___DAY OF_____20____

1.

FULL NAME	**SIGNATURE**	**CAPACITY** *Duly authorized on behalf of the Customer*

2.

FULL NAME	**SIGNATURE**	**CAPACITY** *Duly authorized on behalf of the Customer*

AS WITNESS FOR THE CUSTOMER:

FULL NAME	SIGNATURE	CAPACITY

ON BEHALF OF THE SELLER:

FULL NAME	SIGNATURE	CAPACITY
		Duly authorized on behalf of the Seller