

**GROUP TERMS OF CREDIT AND SALE****1 INTRODUCTION AND DEFINITIONS**

- 1.1 In these Terms and Conditions the following words shall have the following meanings unless the context requires otherwise:

"**Accepted Order**" means an Order which has been accepted by the Supplier, as contemplated in Clause 3.2.

"**Contract**" means these Terms and Conditions read together with the Order, any schedule containing details of the Customer and if applicable, any credit application.

"**Customer**" means the person, firm or company placing an Order with the Supplier.

"**Group**" means Accolade Wines Holdings Europe Limited (No. 5185971) and any company which is a subsidiary (as defined in s1159 of the English Companies Act 2006) of that company for the time being.

"**Order**" means a written order dispatched to the Supplier containing *inter alia* or referring to a description of the Products.

"**Products**" means the products and materials to be supplied to the Customer by the Supplier in terms of these Terms and Conditions.

"**Supplier**" means Accolade Wines South Africa (Pty) Ltd, registration number 2007/015913/07.

"**Terms and Conditions**" means the terms and conditions of sale in this document.

- 1.2 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day.
- 1.3 No variation or addition to these Terms and Conditions will form part of this Agreement unless made or specifically accepted by the Customer in writing. No representative, agent or sales person has authority to vary, amend or waive any of these Terms and Conditions on behalf of the Supplier and no amendment or addition to any of these Terms and Conditions shall be deemed to have been accepted unless accepted in writing by a duly authorised employee or representative of the Supplier.

**2 APPLICATION OF THESE TERMS AND CONDITIONS AND FORMATION OF CONTRACT**

- 2.1 These Terms and Conditions shall apply to all transactions between the Supplier and the Customer for the sale of Products and the advance of credit to the Customer (if applicable).
- 2.2 These Terms and Conditions shall bind the Parties on the acceptance by the Supplier of the Customer's application for credit or on acceptance of the first Order and endure until all the obligations of the Customer in terms hereof (particularly in respect of all amounts due under outstanding) have been fully discharged unless otherwise terminated in terms hereof.
- 2.3 Terms and conditions on or referred to in the Order or any other similar document (other than these Terms and Conditions) shall not be binding on the Supplier and the placing of an Order for or the acceptance of the Products by the Customer shall indicate unqualified acceptance of these Terms and Conditions.
- 2.4 These Terms and Conditions supersede all previous oral or written representations, undertakings and agreements relating to the supply of Products. All information contained in the Supplier's sales literature or correspondence is provided for guidance only and does not form part of the Contract. The Supplier's employees and agents are not authorised to make representations or give undertakings relating to the Products or the meaning of these Terms and Conditions.

**3 QUOTES AND ORDERS**

- 3.1 An order shall always be reduced to writing (even if verbally arranged) and transmitted to the Supplier to such physical address, fax or e-mail as may be nominated by the Supplier from time to time. An Order number must be indicated on each Order.
- 3.2 Orders constitute an irrevocable offer to purchase the Products specified in the Order. The Supplier may accept such Order expressly or impliedly. Written acceptance or confirmation by the Supplier, or (if earlier) the delivery of all or any part of the Products pursuant to such Order, shall constitute acceptance and establish a contract for the supply of those Products in question.
- 3.3 The quantity and description of the Products shall be set out in the Supplier's quotation or acknowledgement of Order.
- 3.4 The Supplier is entitled to reject an Order or make an additional charge if it contains a request for Customer specific packaging or labelling, or if the volume of Products ordered is less than 18 litres equivalent. In addition, the Supplier shall be entitled to levy any charges to cover delivery of any Accepted Order.
- 3.5 An Order placed with a Supplier may be accepted, processed or fulfilled by any company in the Group and these Terms and Conditions may be enforced by any of them, in each case either as principal or as the duly authorised agent for one of the other companies. This is done to ensure the effective processing and administration of orders and does not in any way affect any of the Customer's rights under these Terms. An Order may contain Products supplied by one or more companies in the Group.
- 3.6 The Supplier may vary any Product specification without notice.

**4 DELIVERY**

- 4.1 Orders are accepted by the Supplier subject to the availability of Products for delivery.
- 4.2 Unless otherwise agreed in advance the vintages of wines will follow on when stock of the previous vintage is exhausted. In other cases the Supplier shall notify the Customer of any non-availability and may substitute alternative Products or cancel the Order in respect of the Products which are not available and refund any monies paid for those Products.
- 4.3 The Supplier shall deliver the Products in an Accepted Order, at its cost, Free on Board. Delivery shall take place when the Supplier or its carrier unloads the Products at the Customer's premises (if the Supplier arranges transport within South Africa at the Customer's request) or when the Customer or its carrier or agent collects the Products from the Supplier's premises or, in the case of Free on Board orders, when the Supplier or its carrier hands over the container to the Customer or its carrier at the port of departure. The Customer will comply with the Supplier's reasonable delivery instructions.
- 4.4 Products may only be returned with the Supplier's prior written authorisation, in their original condition and packaging, with no additional price marking, within date and carriage paid, for credit and subject to the Customer reimbursing all the Supplier's costs relating to the Contract.
- 4.5 Although the Supplier will use all reasonable efforts to meet delivery dates, any and all delivery dates provided are estimates only and the Supplier shall not be liable to the Customer for any loss or damage, whether direct, indirect or consequential if it is delayed or prevented, in whole or in part, from delivering the Products nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.6 If the Customer refuses or fails to take delivery of the Products on the date of delivery, the Supplier will be

entitled at its discretion to store the Products at the risk of the Customer and the Customer shall in addition to the price payable under Clause 6 pay all costs and expenses of such storage and any additional costs of carriage incurred.

- 4.7 The Supplier reserves the right to deliver in instalments at its discretion.
- 4.8 The Supplier may during any periods of shortage due to causes beyond its control, supply Products on a pro rata basis among its customers in such a manner as may be deemed equitable in the sole judgement of the Supplier and without liability therefore.
- 4.9 The Customer shall inspect the Products on delivery. Products which on delivery are damaged, out of date or short or in excess by more than 5% may be rejected only if the Customer retains for inspection all packaging, endorses any delivery document with details of any obvious loss or damage and informs the Supplier and the Supplier's carrier in reasonable detail and in writing by the end of the third day after delivery. The Customer may not reject any other Products in a delivery. The Customer may not reject short or excess deliveries which are within a margin of 5% of the quantity ordered. The Supplier will adjust the price pro rata. The Customer shall notify the Supplier of any total failure to deliver within seven days after the date of the Supplier's invoice. Unless rejected or notified as not delivered in accordance with this Clause, Products shall be deemed accepted. The Supplier shall not be liable for Products which are lost, damaged in transit or out-of date unless they are notified to it in accordance with this Clause.

## 5 RISK

Without prejudice to the retention of ownership provisions in Clause 9 and save as otherwise provided in the Contract, the risk of loss or damage to the Products shall pass to the Customer upon delivery or attempted delivery of the Products in accordance with Clause 4.3.

## 6 PRICE

- 6.1 The price payable for the Products shall be as stated in the Supplier price list current at the date the Order is accepted by the Supplier, unless otherwise stipulated in writing by the Supplier. Where the Products are supplied for export from the Republic of South Africa, the Supplier's published export price list shall apply. All prices quoted are valid for 14 days only or until earlier acceptance by the Customer, after which time the Supplier may alter them without giving notice to the Customer.
- 6.2 All quoted prices and other amounts referred to in this Contract are exclusive of value-added tax levied in terms of the Value-Added Tax Act, No. 89 of 1991, which shall be payable by the Customer unless the Customer is not liable for payment of VAT under South African law or otherwise in terms of such act.
- 6.3 The prices of Products stated in the Supplier's general or any Customer specific price list are subject to alteration without prior notice and will be reviewed at least once in each calendar year. In particular (and without limiting the foregoing) prices are subject to alteration to immediately reflect changes in duty, taxes, levies, foreign exchange rates and variations in the pricing of the Supplier's suppliers.
- 6.4 Other than Free on Board pricing, the price of the Products shall be as per Clause 6.1 and Clause 3.4. Unless otherwise stipulated in writing the price reflected on the Supplier price list will exclude delivery, any special Customer specific labelling requirements, inspection or delivery requirements, any additional transportation costs imposed by law and incurred by the Supplier, export duties and value added tax all of which shall be for the account of the Customer.
- 6.5 Free on Board pricing is for full container loads of Product sourced from their country of origin unless

specifically agreed otherwise in advance with the Supplier.

## 7 CREDIT ACCOUNTS

- 7.1 The Supplier may, at its sole discretion, grant credit facilities to the Customer. A credit account shall only become operational after the Supplier has confirmed in writing that such a facility will be available to the Customer. The Supplier shall be entitled, at its sole discretion, to refuse or at any time withdraw or alter a credit account without giving reasons. The fact that the Customer has been granted credit facilities shall not be construed as obliging the Supplier to sell Products to the Customer.
- 7.2 In accepting the offer of a credit account the Customer agrees that the Supplier may make periodic searches with credit bureaus or reference agencies and fraud prevention agencies to manage the Customer credit account, to confirm any information given by the Customer and to assess the Customer's credit worthiness at any time during this Contract. The Supplier may disclose the existence of the Customer's account to any credit bureau, share positive or negative information about the Customer and its compliance with this Contract.
- 7.3 The outstanding amount shall not bear interest for the duration of the period that credit is provided ("**Credit Period**"). Subject to Clause 7.1 the Credit Period shall not exceed 30 days.

## 8 PAYMENT

- 8.1 The Supplier shall invoice the Customer on despatch of the goods.
- 8.2 If the Customer has a credit account the Customer shall make payment for the Products in currency indicated on the quotation within 30 days of the date of issue of the invoice unless otherwise agreed in writing with the Supplier.
- 8.3 Notwithstanding Clause 8.2 the Customer shall settle invoices for Product in the following categories as follows, unless specifically agreed otherwise in advance with the Supplier:-
- 8.3.1 Europe Ex-Cellar deliveries – 30 days from date of collection;
- 8.3.2 Outside Europe Free on Board deliveries – 60 days from date of bill of lading.
- 8.4 If the Customer does not have a credit account with the Supplier, the Customer shall make payment for the Products in the currency indicated on the quotation in cleared funds prior to receipt of the Products.
- 8.5 If payment is not made when due then the Supplier may, without prejudice to its other rights, charge interest until payment is made in full. Such interest shall be calculated at a rate of 4% above the then prime rate which is charged by the Supplier's principal bankers on overdrawn current accounts from time to time, calculated daily and compounded monthly in arrears. The prime rate, in the case of a dispute as to the rate so payable, shall be the rate certified by any manager of any branch of the bank whose authority, designation and appointment it shall not be necessary to prove.
- 8.6 The Customer shall not purport to set off or withhold any payments claimed or due to the Supplier under this Contract or any other contract.
- 8.7 Any discounts from list price are given on the basis that payment is made on or before the date specified in Clause 8.2. In the event of late payment the Supplier shall be entitled to remove any discounts (including on any other orders with the Customer) and re-invoice the Customer for the Products at the full price stated in its then current price list.
- 8.8 The Supplier reserves the right, prior to acceptance of any Order or prior to the transport or delivery of any

Products, to require the Customer to make a prepayment or deposit in such amount as the Supplier may determine.

- 8.9 In addition to any other remedy available to it the Supplier may charge R250.00 for each cheque unpaid by the Customer's bank, and for each direct debt or cheque returned marked "please re-present". The Customer shall indemnify the Supplier fully against all fees, costs and expenses (including legal costs on the scale as to attorney (solicitor) and own client and any advocate (barrister) instructed by an attorney, collection charges and tracing fees, VAT) incurred in the exercise of the Supplier's rights under Clause 13 and in seeking to recover sums payable by the Customer or in repossessing Products belonging to the Supplier.
- 8.10 Where a Customer's cheque is returned marked "refer to drawer" the Supplier reserves the right to cancel any accounts and terms quoted and to request a bankers draft or cash with each Order.
- 8.11 If the Supplier at its sole discretion agrees to the return of the Products before any payment has been made by the Customer the Customer shall be liable to pay the Supplier a handling charge equal to 10% of the full purchase price of the Products. If the Supplier has agreed to the return of the Products when the Customer has made only part payment, the Supplier shall return the part payment after deducting a handling charge equal to 15% of the unpaid balance of the purchase price of the Products.
- 8.12 If payment is to be made by instalments the failure of the Customer to pay any instalment in due time shall entitle the Supplier to treat such failure as a repudiation of the whole Contract by the Customer and to recover damages for breach of Contract and the full balance outstanding on any account between the Supplier and the Customer shall become immediately payable.
- 8.13 The Supplier reserves the right to defer without penalty delivery of any Products which have been ordered by the Customer for so long as any amounts remain overdue for payment or any credit limit is exceeded.
- 8.14 The Supplier reserves the right at any time to set off any sum due from it to a Customer against any invoice rendered to it by such Customer.
- 8.15 The Supplier reserves the right at any time at its discretion to demand security, or suitable guarantee, or to vary the terms or method of payment before continuing with or delivering Products in satisfaction of any Order notwithstanding any subsisting agreement to provide credit to the Customer.
- 8.16 In the absence of fraud, the Customer shall not be entitled to dispute any invoice issued by the Supplier unless the Customer has given notice to the Supplier of such dispute within 12 months of the date of invoice.

## 9 OWNERSHIP

- 9.1 The Supplier shall retain ownership of all Products until it has received payment in full of all sums due by the Customer. If payments received from the Customer are not stated to refer to a particular invoice the Supplier may allocate such payments to any outstanding invoice.
- 9.2 Until ownership of the Products passes to the Customer it may use or resell the Products in the ordinary course of its business and pay to the Supplier on demand the proceeds of any such sale to the extent that any monies are owed by the Customer to the Supplier on any account. For purposes of the foregoing the Customer hereby cedes and assigns in favour of the Supplier, as a *cession in securitatem debiti*, the proceeds of any such sale. The Customer shall not be the agent of the Supplier in relation to any resale. Until their use or resale the Customer

shall hold the Products as the Supplier's deposit, keep them secure, insured, separate from any other products and identifiable as the Supplier's property and shall not charge, pledge or deal with them or allow any lien or other interest to arise over them.

- 9.3 The Products shall, once the risk has passed to the Customer in accordance with Clause 5 or otherwise, be and remain at the Customer's risk at all times unless and until the Supplier has retaken possession of them, and the Customer shall insure accordingly
- 9.4 The Customer shall acquire no title to casks, kegs, pallets, returnable bottles and cases and gas cylinders (in this Clause 9.4, all "containers") referred to in any invoice. Certain containers such as returnable bottles and cases will carry a deposit charge which will be refunded on their return. When empty all containers should be made available for collection by the Supplier or its agent. The Supplier shall not be liable for any storage, handling or other charges for containers awaiting collection. Containers are at the Customer's risk from the point of delivery until they are collected by the Supplier or its agent. The Supplier reserves the right to charge for any containers which are not returned or are returned in a poor or unusable condition or after an unreasonable delay.
- 9.5 Pallets used for the delivery of the Products are the property of the Supplier's pallet provider. At the time of delivery the Customer must exchange with the carrier's driver an equal number of empty pallets as the number of laden pallets delivered. If the Customer does not have available sufficient number of empty pallets then the Customer shall provide to the carrier's driver the Supplier's pallet provider's pallet control voucher stating the shortfall and the Customer shall arrange for a collection date for the carrier's driver to collect the shortfall of pallets.
- 9.6 Where any dispense equipment for draught products has been supplied to the Customer at the Supplier's expense then the Customer shall ensure that such equipment is regularly cleaned and is maintained in good working order. The Customer will be responsible for any damage caused by or to the equipment as a result of the Customer's negligence or failure to follow guidelines regarding its use. The Customer shall notify the Supplier immediately if the Customer ceases to use such equipment for the dispensing of the Supplier's products. The Supplier shall retain title to and ownership of such dispense equipment. The Supplier shall with prior notice have the right to enter the Customer's premises within 90 days of the end of the Contract to remove such dispense equipment; and during the term of the Contract to update or replace the dispense equipment. If during the Contract the Customer intends to dispose of its interest in any outlet it shall give the Supplier a minimum of 30 days' notice so that the Supplier may remove the dispense equipment from the outlet.

## 10 WARRANTY

- 10.1 Subject to Clause 2.4 the Supplier warrants that the Products will correspond with any description given in its price list or specification and be of satisfactory quality and will comply with all applicable South African legislation governing the sale of the Products and the Supplier will at its option refund the purchase price of, or replace free of charge, any Products which its examination confirms are defective provided:-
- 10.1.1 the Customer has inspected the Products on delivery and notifies the Supplier immediately of any defects which it discovers in accordance with Clause 4.9;
- 10.1.2 the Customer has stored the Products in a suitable environment and at the appropriate temperature; and
- 10.1.3 the Products are either made available to the Supplier for inspection or returned to the Supplier at the Customer's own expense in their original

condition and packaging, as the Supplier may request.

- 10.2 Where the Supplier has refunded or replaced a Product in accordance with Clause 10.1, the Supplier shall have no further liability for breach of the warranties in Clause 10.1 in respect of such Products.
- 10.3 In no circumstances shall the Supplier's liability to the Customer for any breach of warranty exceed the price paid for the Products with respect to which the claim is made.
- 10.4 Except as provided for in these Terms and Conditions, the Supplier makes no warranties, express or implied, of fitness for a particular purpose, or of any other kind except as to title. In particular, all terms and warranties which would otherwise be implied by statute or under common law are hereby excluded to the fullest extent permitted by law.
- 10.5 No refund, credit or replacement will be given for out of date Products unless they are validly rejected for being out of date in accordance with Clause 4.9.

#### 11 EXCLUSION OF LIABILITY

- 11.1 The Supplier shall under no circumstances be liable for any indirect, special or consequential loss or for any loss of anticipated profit or third party claims howsoever arising either from breach or non-performance of any of its obligations under the Contract or from the supply of or intended use of the Products, even if the Supplier has been advised of the possibility of such potential loss.
- 11.2 The Supplier will not be liable for any loss, damage, claim, cost or expense arising from the Customer's failure to comply with the Supplier's instructions relating to the keeping, handling, use and storage of the Products or from any error in or absence of bar-code printing on the Products or their packaging.

#### 12 USE AND DISCLOSURE OF PERSONAL DATA

- 12.1 The Customer consents to the processing by or on behalf of the Supplier of personal data supplied by the Customer or held by the Supplier for the purposes of administering the Customer's credit account and processing any orders.
- 12.2 Unless the Customer notifies the Supplier in writing, the Customer consents to the use of such personal data for direct marketing purposes and disclosure by the Supplier to third parties for marketing purposes.

#### 13 BREACH

- 13.1 Should the Customer –
- 13.1.1 default in any payment and fail to remedy such default within 7 (seven) days of the Supplier so requiring;
- 13.1.2 commit any other breach of its obligations to the Supplier under a Contract or under any other contract with the Supplier and, if the breach is capable of remedy, fail to remedy such breach within 14 days of a written request to do so;
- 13.1.3 compromise or attempt to compromise any debt with any of its creditors;
- 13.1.4 commit any act of insolvency (within the meaning of that expression in the insolvency laws of the Republic of South Africa) or become unable to pay its debts as they fall due or otherwise become insolvent or enter into a compromise, composition or arrangement with its creditors or suffer similar proceedings under any competent jurisdiction;
- 13.1.5 be placed under provisional or final judicial management (or administration) or liquidation (or sequestrated) or suffer similar proceedings under any competent jurisdiction;
- 13.1.6 fail to discharge any judgment against it within 7 (seven) days after entry thereof; and/or
- 13.1.7 permit any lien, hypothec, notarial bond, pledge,

other security, or interest to be created over the Products, or abandons the Products or relinquishes possession of the Products, or allows the Products to be seized under any legal process issued against the Customer prior to the discharging of all of its obligations arising from this Agreement,

then the Supplier may exercise any of the remedies in Clause 13.2.

- 13.2 Upon the Customer being in default the Supplier may, by notice in writing to the Customer, and without prejudice to any other rights it has in law or in terms of this Contract –
- 13.2.1 immediately suspend or terminate the credit or any Accepted Order for the provision of Products;
- 13.2.2 immediately suspend or cancel any uncompleted part of the Contract or stop any Products in transit or require payment in advance or satisfactory security for further deliveries under the Contract;
- 13.2.3 cancel this Contract or claim specific performance for any obligation owed by the Customer to the Supplier;
- 13.2.4 claim damages from the Customer;
- 13.2.5 enter without prior notice any premises where Products owned by it may be, and to repossess and dispose of any Products owned by it so as to discharge any sums owed to it by the Customer under this Contract or any other contract and the Customer grants the Supplier an irrevocable licence to enter the Customer's premises for such purposes;
- 13.2.6 require the Customer not to resell, use or part with possession of any Products owned by the Supplier until the Customer has paid in full all sums owed by it to the Supplier under this Contract or any other contract; and/or
- 13.2.7 withhold delivery of any undelivered Products.
- 13.3 Unless the Supplier expressly elects otherwise, any Contract between it and the Customer for the supply of Products shall remain in existence notwithstanding any exercise by the Supplier of its rights under this Clause 13.
- 13.4 If the Supplier cancels or purports to cancel this Contract or any Order then, notwithstanding anything to the contrary herein, any amount outstanding shall be due and payable by the Customer to the Supplier.

#### 14 CERTIFICATE OF INDEBTEDNESS

- 14.1 A certificate signed by any director or manager (whose appointment, authority or qualification need not be proved) for the time being of the Supplier shall be –
- 14.1.1 *prima facie* proof of the quantum of any outstanding amount; and
- 14.1.2 valid, together herewith, for any purpose and as a liquid document (alternatively as proof of a liquidated amount) in any Court or forum of competent jurisdiction for the purpose of obtaining provisional sentence, summary judgement or any other judgement against the Customer,
- and the Customer acknowledges its indebtedness in respect of any amount so certified.

#### 15 FORCE MAJEURE

The Supplier shall not be liable to the Customer for any loss or damage caused to or suffered by the Customer as a direct or indirect result of the supply of the Products by the Supplier being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of the Supplier including, without limitation, circumstances affecting the provision of all or any part of

the Products by the Supplier's usual source of supply or delivery or by the Supplier's normal route or means of delivery.

#### 16 **WAIVER**

The failure of the Supplier to insist upon the strict performance of any of the terms of the Contract shall not be construed as a waiver of any such term or condition and shall in no way affect the Supplier's right to enforce such provision later.

#### 17 **SEVERABILITY**

If any of these Terms and Conditions or the terms of the Contract (or part thereof) are found to be invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such term or condition (or part thereof) shall not affect any other term or condition (or the other part of the term or condition of which such invalid, ineffective or unenforceable part forms part) and all Terms and Conditions and Contract terms or parts thereof not affected by such invalidity, ineffectiveness or unenforceability shall remain in full force and effect.

#### 18 **MISCELLANEOUS**

- 18.1 The Customer is responsible for its stock control and rotation of stock. The Customer shall store, handle, use and sell the Products in accordance with any instructions from the Supplier and all applicable laws and regulations and undertakes to the Supplier to indemnify the Supplier against any loss, liability, damage, expense, action or claim arising from its failure to do so.
- 18.2 The Customer shall be responsible for checking and verifying the suitability for its requirements of the Products and any bar-coding on the Products.
- 18.3 If requested by the Supplier, the Customer shall give all reasonable assistance in locating and recovering any defective Products and preventing their sale to third parties, and, in particular shall comply with any product recall procedures adopted by the Supplier and shall use all reasonable endeavours to ensure that its customers co-operate in a similar manner.
- 18.4 Any materials supplied by the Customer to the Supplier shall be at the Customer's risk while they are in the possession of the Supplier or in transit to or from the Customer and the Customer shall insure them accordingly. The Customer warrants that it has authority to supply any materials, designs and specifications provided by it to the Supplier and that any Products produced using or based on the same will not infringe any third party rights. The Customer shall indemnify the Supplier in full against any loss, claim, cost and expense arising from any breach of this warranty.
- 18.5 The Supplier reserves all intellectual property rights in the Products and any associated merchandise or documentation, including but not limited to copyright, registered and unregistered design rights, patents and patent applications, registered and unregistered trade marks and confidential know-how. Save for the honest use of any trade marks to identify the Products (strictly in accordance with any guidelines or other directions notified to the Customer by the Supplier), the Customer may not use any such rights without the Supplier's express prior written consent.
- 18.6 The Customer shall be responsible for complying with all laws and regulations governing their importation, handling, use and re-sale in the country of destination. Unless agreed otherwise in writing, the Customer shall bear all risks in export Products after they leave the Supplier's premises.
- 18.7 This Contract may not be ceded, assigned or delegated by the Customer without the Supplier's prior written consent.
- 18.8 Any notices to be served under this Contract shall be given in writing and delivered personally or sent by courier or registered post or facsimile transmission to

the addressee at its registered office for the time being or as subsequently notified by the addressee to the other in writing in accordance with this Clause 18.8. Notices given in accordance with this Clause 18.8 shall be treated as served when delivered if delivered personally, seven days after posting if sent by pre-paid registered post and at the time of transmission if sent by facsimile transmission and confirmation of successful transmission obtained.

#### 19 **GOVERNING LAW**

The construction, validity and performance of the Contract and any non-contractual obligations relating to it shall be governed by South African law and by entering into the Contract the parties submit to the jurisdiction of the South African courts. However, the Supplier shall be permitted to bring legal proceedings in any other court of competent jurisdiction.