



Application to open an account with MANbro Trucking 2017/395096/07 t/a CEO TRANSPORT ("Company ")

1. On signature of this application the APPLICANT warrants that it is a juristic person, as defined in the NATIONAL CREDIT ACT ("NCA") and that:
 - a) its asset value or annual turnover, at the date of signature hereof, equals or exceeds R1 million; or
 - b) its asset value or annual turnover, at the date of signature hereof, is below R 1 million and the credit amount applied for, equals or exceeds R 250,000.00. *(delete which is not applicable)*
2. If the application is approved, an agreement, which shall fall outside the ambit of the NCA, will come into being between the APPLICANT and the Company on the date of the application being approved by the Company.
3. The details provided by the Applicant are as follows:

a) APPLICANT <i>(full registered name)</i> :			
b) TRADING NAME <i>(if different from above)</i> :			
c) COMPANY REGISTRATION NUMBER <i>(if applicable)</i> :		d) VAT REGISTRATION NUMBER <i>(if applicable)</i> :	
e) TELEPHONE:		f) FAX:	
g) EMAIL ADDRESS:			
h) LEGAL STATUS OF THE APPLICANT:		SOLE PROPRIETOR	CLOSE CORPORATION
i) PHYSICAL ADDRESS: <i>(being the chosen domicilium citandi et executandi)</i>			
j) POSTAL ADDRESS:			
k) AUDITOR'S NAME AND ADDRESS:			
TELEPHONE:		FAX:	
CONTACT:		EMAIL:	

l) DETAILS OF DIRECTORS/MEMBERS/OWNERS *(delete which is not applicable)*

FULL NAMES	RESIDENTIAL ADDRESS	ID NUMBER
1.		
2.		
3.		
4.		



m) BANKERS:	BRANCH:
ACC NO:	
n) CREDIT LIMIT REQUIRED:	
o) RECENT FINANCIAL STATEMENTS OF APPLICANT <i>(please attach)</i>	

p) SUPPLY THREE CURRENT TRADE REFERENCES:

NAME	ADDRESS	TELEPHONE NO.
1.		
2.		
3.		

4. I / we warrant that the information contained herein is correct in every respect.
5. I / we acknowledge that I / we have read the application form and the terms and conditions attached thereto and I / we confirm that I / we understand the contents thereof.
6. I / we warrant that the person who appends his/her signature hereunder is duly authorised to execute this application form and conclude an agreement, as envisaged above, on behalf of the Applicant.

Signed at _____ On _____ 20____

SIGNATURE:	PRINT NAME:	CAPACITY:
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Approval of Credit Facility by the Company

Based on the information set out above, the Company has, subject to the terms and conditions attached hereto,
approved a credit facility in the amount of R_____

Signed at _____ On _____ 20____

SIGNATURE:	PRINT NAME:	CAPACITY:
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TERMS AND CONDITIONS OF CREDIT FACILITY

1. **PREAMBLE**
 - 1.1. **MANbro Trucking t/a CEO TRANSPORT 2017/395096/07** ("Company") provides the service of delivering goods by means of road transportation.
 - 1.2. The Applicant desires to make use of such service and has applied to the Company for a credit facility.
 - 1.3. Should a credit facility be granted by the Company to the Applicant, then the terms and conditions hereunder, which have been accepted by the Applicant, shall apply.
2. **DEFINITIONS**
 - 2.1. In this document, unless inconsistent with the subject or context or unless the subject or context otherwise requires:
 - 2.1.1. words signifying the singular number shall include the plural and vice versa;
 - 2.1.2. words relating to natural persons shall include associations of persons having corporate status by statute or common law and vice versa;
 - 2.1.3. words relating to any gender shall include the other genders.
 - 2.2. Unless otherwise determined by the context, the following words will bear the meanings set forth against them:
 - 2.2.1. "Applicant" means the legal entity mentioned in the application form;
 - 2.2.2. "Agreement" means this agreement between the Company and the Applicant;
 - 2.2.3. "Company" means **MANbro Trucking t/a CEO TRANSPORT** incorporated in South Africa under registration number **2017/395096/07**;
 - 2.2.4. "CPA" means the Consumer Protection Act, 68 of 2008;
 - 2.2.5. "FICA" means the Financial Centre Intelligence Act, 38 of 2001;
 - 2.2.6. "Parties" mean the Applicant and the Company.
 - 2.3. Headings are for convenience only and shall not be taken into account for interpretation purposes.
3. **ACCOUNT**
 - 3.1. On approval of the Applicant's application the Company undertakes to open a credit account in the name of the Applicant which shall be subject to a credit limit as determined by the Company.
 - 3.2. The Company shall be entitled, at any time during the duration of the Agreement, to review the extent of the credit granted and shall in its sole discretion have the right to increase or decrease such limit.
 - 3.3. The Applicant shall be given 30 (thirty) days' notice in writing by the Company should such credit limit be increased or decreased.
 - 3.4. The Company shall, notwithstanding the above, have the right and without furnishing any reasons, to summarily close the credit account at any time, in which event the full amount of the Applicant's indebtedness to Company shall immediately become due and payable.
4. **SETTLEMENT OF THE ACCOUNT**
 - 4.1. The Applicant shall:
 - 4.1.1. diligently observe and adhere to the credit limit applicable from time to time;
 - 4.1.2. make payment to the Company of all amounts debited to the credit account in the manner and within the time period specified by the Company.
 - 4.2. The Company shall tender a monthly statement of account to the Applicant, which account shall serve as *prima facie* proof of the amount owing by the Applicant.
 - 4.3. Debts raised against the credit account during any particular month shall be paid by the Applicant on or before the 30th day of the month following that in which the debits were raised and to such address as the Applicant may be instructed by Company in writing from time to time.
 - 4.4. All amounts not paid by the due date, referred to 4.3 above, shall bear interest at a rate of 3% above the prime bank overdraft rate of First National Bank Limited applicable from time to time and calculated and compounded monthly in arrears. In the event of such bank rate being changed, then the interest rate shall become effective as from the 1st day of the month following such change.
 - 4.5. In the event of the Applicant at any time exceeds the credit limit, or any amount not being paid on due date, then the Company shall have the right to refuse to take delivery of any further goods from the Applicant or its agents for despatch and without incurring any liability in respect of such refusal.
 - 4.6. Should the Applicant be of the opinion that incorrect debits were raised on a monthly statement of account, then the Applicant shall query such debits by means of a reconciliation and make such query on or before the 30th day of the month following that month to which the debits relate, failing which, all debits appearing on the statement of account shall be deemed to be correct and lawfully raised against the account. The Applicant shall, despite any query, continue to make payment as per the monthly account until such time as the query has been attended to.
 - 4.7. The Applicant shall not be entitled to withhold payment of any amount due in terms hereof arising from any claim which the Applicant may have for compensation for loss of, or damage to goods or property, or for any other reason whatsoever.
5. **SECURITY**
 - 5.1. The Applicant shall, if called upon to do so by the Company, furnish the Company with such form and amount of security which the Company, its sole discretion, considers to be adequate and the Applicant shall complete and sign all such documentation as may be required in respect of such security.
6. **JURISDICTION**
 - 6.1. The Applicant consents to the jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrate's Court Act, 32 of 1944 (as amended) having jurisdiction under section 28 of the said Act, notwithstanding that the claim by the Company exceeds the normal jurisdiction of the Magistrate's Court as to the amount.
 - 6.2. The Company shall in its discretion be entitled to proceed against the Applicant in any other court of competent jurisdiction, notwithstanding the foregoing.
 - 6.3. The Applicant agrees that in the event of any dispute arising between the parties, the Company shall be entitled to refer such dispute to arbitration.
 - 6.4. In the event of arbitration, the arbitrator shall have the widest possible powers to arbitrate between the parties, to dispense with any or all rules of Court for the purpose of such proceedings and to make such award against any or both parties as the arbitrator in his sole discretion may deem fit and the award shall be final and binding on the parties and not be subject to repeal or review save in the event of dishonesty or gross negligence on the part of the arbitrator.
7. **DOMICILIUM**
 - 7.1. The Applicant hereby chooses as its *domicilium citandi et executandi* for all purposes in connection with or arising out of this Agreement the address as stated on the application form.
 - 7.2. The Company chooses its *domicilium citandi et executandi* for all purposes arising out of this Agreement the following address: 3 Trimbom Street, Brakpan North, Brakpan.
 - 7.3. A party may at any time change its *domicilium* but only by means of written notification and on condition that such new *domicilium* is a physical address where documentation can be served.
 - 7.4. Any notification in terms of this Agreement may be hand delivered or may be forwarded by prepaid mail to the *domicilium* chosen by the other party.
8. **DOCUMENTATION**
 - 8.1. All documentation, including photostat copies thereof, which on face value appears to have been compiled by the Company in the execution of any services in respect of which debits have been raised, shall be admissible in litigation between the parties and shall serve as prima proof of the contents thereof.
 - 8.2. A certificate signed by a director of the Company, whose appointment and authority need not to be proven, shall be *prima facie* proof of the indebtedness pertaining to the amount and the due date thereof and shall be regarded as correct unless the Applicant proves that same is incorrect.
9. **INFORMATION**
 - 9.1. The Applicant hereby confirms that the information it has provided to the Company is true, complete and correct and it hereby unconditionally and irrevocably waives any rights or claims it may have against the Company relating to the provision of information by or to the Company in terms of the Agreement.
10. **GENERAL**
 - 10.1. This Agreement shall be binding on the legal successors of the parties and shall be construed in accordance with the laws of the Republic of South Africa.
 - 10.2. No amendment or variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the parties.
 - 10.3. The parties agree that if any provision of this Agreement is in conflict with any law such provision shall be regarded as *pro non scripto* and of no force and effect, and shall be deemed to be separate and severable from the Agreement without in any way affecting the validity of the remaining provisions of the Agreement.
 - 10.4. The Applicant shall be liable for all legal and other costs incurred by the Company in respect of the enforcement of its rights pursuant to the conditions of credit set out herein and such costs shall include all pre-litigation and litigation costs and fees calculated on the scale between attorney and client.
 - 10.5. The Company may cede, assign or transfer any of its rights or obligations under this Agreement without the Applicant's consent and without notice to it.
 - 10.6. The Company shall be absolved from its obligations in terms of this Agreement for as long as it is prevented from providing the transportation services envisaged in 1 above as a result of any cause beyond the Company's reasonable control.
 - 10.7. The Applicant acknowledges the Company's obligations in terms of section 29(1) of FICA and unconditionally and irrevocably indemnifies and holds the Company harmless against any claim of whatsoever nature instituted against the Company by a third party arising from action taken by the Company in discharging its obligations in terms of FICA.
 - 10.8. The Applicant is hereby, pertaining to the Company's services referred to in 1 above, advised of its rights as envisaged in the CPA.

For and on behalf of the APPLICANT

For and on behalf of the Company

STANDARD CONDITIONS OF CARRIAGE OF GOODS BY ROAD

In these Conditions of Carriage of Goods by Road the following words shall bear the meanings assigned to them below:

"**the Agreement**" – means the agreement between the parties as contained in this document and the Quotation.

"**the Consignor**" – means the person from whom the Goods are to be collected.

"**the Consignee**" – means the person to whom the Goods are to be delivered.

"**the Company**" – means MANbro Trucking T/A CEO Transport (Registration Number: **2017/395096/07**), and includes its Employees, Agents and Contractors ;

"**the Customer**" – means the party instructing the Company to convey the Goods;

"**the Goods**" – means the goods as described in the Quotation and handed to the Company for conveyance;

"**the Goods in Transit Insurance Policy**" – means the Goods and Transit Insurance Policy, which covers loss or damage to property in or on the Company's vehicle in certain defined circumstances, up to a limit of R250 000,00 (Two Hundred and Fifty Thousand Rand) per load;

"**the Quotation**" – shall mean the Quotation(s), which was accepted by the Client, in terms of which the Company is appointed by the Customer to transport the Goods on behalf of the Customer to the agreed destinations, which quotation forms the basis of the agreement between the Company and the Customer, subject to these standard terms and conditions.

1. CARRIAGE UNDERTAKEN SUBJECT TO CONDITIONS OF CARRIER

- 1.1.1. The Company undertakes to transport the Goods on behalf of the Customer for the duration of this Agreement and at the rates stipulated in the Quotation.
- 1.1.2. The Company is not a public carrier or a common carrier to the carriage of the Goods, and the Goods to be carried are accepted subject to the terms and conditions of the Agreement. No variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by all the parties to the Agreement.

2. LIMITATION OF LIABILITY

- 2.1.1. All transport work carried out in terms of the contract is done at the exclusive risk of the owner of such goods. The Company is not responsible for any loss and/or damages, including consequential damages, which the owner may suffer as a result of the performance of service by the Company in terms of his contract.
- 2.1.2. It is recorded that the Company has taken out a Goods in Transit Insurance Policy. However, unless the customer clearly states the value of the shipment on the order prior to collection, the company will not accept or entertain and / or be held liable for any Goods in Transit claim whatsoever, unless an alternative agreement between the contracting parties is reached and reduced to writing.
- 2.1.3. Subject to the terms and conditions contained in this Agreement, the liability of the Company in respect of any loss or damage to the Goods, however such loss may arise, will under no circumstances exceed the actual amount paid by the insurers in terms of the aforesaid Goods in Transit Policy in the event of loss or damage to the Goods.
- 2.1.4. Under no circumstances will the Company be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable; even if the loss or damage arises out of negligence on the part of the Company, its employees, agents or sub-contractors (which are in a vicarious relationship with such Party), regardless of form or cause of action; whether in contract or delict or for restitution; whether based on this Agreement, any commitment performed or undertaken under or in connection with this agreement, or otherwise.
- 2.1.5. Should the value of the shipment exceed the amount stipulated in the Goods In Transit policy effected by the company, the Customer shall be liable for this additional uninsured amount. Additional cover can be arranged by the company but will only considered if put in writing and accepted by the Companies insurer.
- 2.1.6. The stipulations are made by the parties for the benefits of the Company and of any person for whose acts the Company are in law liable and any person who may perform any of the Company's obligations hereunder who shall be entitled, at any time before judgment may be given against them, to accept the benefit of the said stipulations.
- 2.1.7. Notwithstanding anything to the contrary herein contained;
 - 2.1.7.1. The Customer shall immediately advise the Company of any loss or damage of the goods or part thereof and then confirm it in writing by filing a claim within 7 (seven) days after delivery of the goods. Claims not finalised within one year shall become null and void;
 - 2.1.7.2. The Company will not be responsible for shortages, damage of inner contents of packages or within bundles or damage to seals;
 - 2.1.7.3. The quantum (value) of a claim shall be determined and limited to the cost price thereof;
 - 2.1.7.4. The Company shall not be responsible for shortages of items, unless otherwise agreed in writing.
- 2.1.8. Please note that the Company has no authority to carry hazardous goods of whatever nature and no such cargo may be loaded onto any of the Company's vehicles without the prior explicit written consent from the Company. The Company and the Customer agree that should any claim for damages and/or pollution and/or environmental damages and/or cleanup costs arise consequential to the carriage of hazardous and/or dangerous goods, then all such claims will be for the Customers' account.

3. ROUTES AND PROCEDURE

- 3.1.1. The Company shall be entitled in its sole discretion, to determine the means, procedures and routes to be followed in performing the carriage.

4. TARIFFS AND QUOTATIONS

- 4.1.1. The Customer shall pay an amount as provided for in the Quotation to the Company as consideration for the transport services rendered in respect of the Goods.
- 4.1.2. Unless specific Quotations are given, the carriage of goods will be performed in accordance with the terms and conditions of the Agreement and the Company's tariff of charges prevailing from time to time. Quotations shall only be valid against and binding upon the Company if accepted by the customer in writing within 7 days of the date thereof, failing which the Company shall be at liberty to withdraw, vary or revise any quotation.
- 4.1.3. The Company reserves the right to revise any Quotation after acceptance, where such Quotation includes charges applicable to the Goods and a change occurs in the rates of such charges. Furthermore, the Company shall be entitled to vary or revise any Quotation in the following circumstances:
 - 4.1.3.1. In the event of the Company being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any lawful authority;
 - 4.1.3.2. In the event of the Customer and/or any third party increasing the consignment or changing the consignment;
 - 4.1.3.3. In the event of the Company being obliged to deviate from the route selected by it, or to carry the Goods over another route, as a result of adverse weather conditions, impassable or dangerous roads and bridges.

5. PAYMENT OF COMPANY'S REMUNERATION

- 5.1.1. Unless otherwise agreed between the parties in writing all amounts payable by the Customer to the Company shall be paid within 30 (thirty) days of date of the Company's statement demanding payment.
- 5.1.2. Amounts payable to the Company in terms of this Agreement shall be paid without deduction or set-off, by way of electronic transfer to the bank account of the Company, unless agreed otherwise in writing, held at **Standard Bank**, Branch: **Mall at Carnival**; Branch Code **051001**; Account number: **302063471**.
- 5.1.3. If any amount owing by the Customer is unpaid on due date then all other amounts owing by the Customer to the Company whether due and payable or not, shall become due and payable forthwith.
- 5.1.4. Interest on overdue amounts shall be charged to the Customer at 3% (three percent) above the prime bank overdraft interest rate charged from time to time by Standard Bank of South Africa, which shall be calculated from the date stipulated for payment in the Company's statement until the date of payment , and such interest shall be payable by the Customer on demand.



- 5.1.5. A certificate by any Director of the Company, whose appointment or authority need not be proved, shall be due and sufficient proof of the amount of the Customer's indebtedness to the Company for the purposes of obtaining summary judgment or provisional sentence.
- 5.1.6. The Customer shall not be entitled to withhold payment of any amount due in terms hereof by virtue of any claim the Customer may have for compensation for loss or damage to Goods, animals or other property, or for any reason whatsoever.

6. COMPANY'S LIEN OVER GOODS

- 6.1.1. The Company shall have a lien over all Goods and documentation for monies due to the Company in respect of services rendered by the Company relating to the carriage of the Goods.
- 6.1.2. In the event of the Customer failing to pay the Company all monies due by it to the Company within the Company's terms of payment, the Company shall have the right without notices to the Customer:
 - 6.1.2.1. to open and examine any part of such Goods; and
 - 6.1.2.2. at its option, to sell, either by public auction or private treaty, and at its entire discretion, the whole or any part of the Goods; and
 - 6.1.2.3. to apply the proceeds of any such sale, after deducting all expenses attendant thereupon, in payment of or towards any sum due by the Customer to the Company; and The exercise by the Company of any of the rights accorded to it by this clause shall be without prejudice to any other rights it may have under this Agreement or at common law in respect of the non-payment by the Customer of the Company's remuneration.

7. TIME OF DELIVERY

- 7.1.1. The Company shall not be liable for any delay or detention of the Goods and/or for any loss, damage or deterioration therein, unless the Company is given at least 24 (twenty four) hours written notice prior to the loading of the Goods, that the date and time for delivery of the goods is of the essence of the contract.

8. LIMITATION OF LIABILITY RESULTING FROM INCORRECT ADDRESS OF CONSIGNEE OR FAILURE OF CONSIGNEE TO TAKE DELIVERY AND HANDLING OF GOODS.

- 8.1.1. The Customer shall properly and accurately furnish to the Company the name and addresses of the Consignor and the Consignee and all documents as such of necessity to accompany the Goods or such documents as the Company may require and the Company shall not be responsible nor incur any liability for any loss or incorrect delivery of the Goods due to the name and address of the Consignor or the Consignee being improperly stated and in the absence of wilful default of the Company shall not be liable for any loss in the event of delivery being effected to some person other than the Consignee in the event of the Consignee, or his agent not being present to receive and accept delivery of the Goods.
- 8.1.2. In the event of the Consignee refusing to accept delivery of the Goods in whole or in part, or in the event of the Company being unable to effect delivery by reason of the address of the Consignee being improperly or inaccurately stated; and being compelled to return the Goods to the Consignor, then the Customer shall be liable for all costs incurred in the return of such Goods whether on the same basis as originally agreed upon or any other basis whatsoever;
- 8.1.3. Or being compelled to dispose of such Goods by reason of their perishable nature or for whatsoever other reason, the Company shall not be liable for any damage to or loss of such Goods or any loss or damage arising out of the disposal thereof and the Customer shall be liable to the Company for all costs incurred in connection with the disposal of such Goods.

9. GENERAL INDEMNITY

- 9.1.1. The Customer indemnifies the Company against all claims made by third parties against the Company and against all liability incurred by the Company to any third party in respect of any loss or damage to the Goods from whatsoever cause, and includes without limiting the generality of the a foregoing, all direct, indirect and/or consequential damages suffered by such third parties.

10. CUSTOMER TO ESTABLISH QUANTITY AND CONDITION OF GOODS

- 10.1.1. The Customer acknowledge that there is no onus on the Company to establish the quantity or condition of the Goods at any time whatsoever and agree that the onus is on the Customer to ensure that the Consignor and Consignee establish the quantity and condition of the Goods at the time of loading and delivery of the Goods by the Company, unless otherwise agreed in writing.
- 10.1.2. The Company has the right to weigh the load after it has been loaded to ascertain the mass of the load. In the event of the mass be more than indicated by the Customer or Consignor, the Company will be entitled to increase its remuneration in respect of the said load to make provision for the mass so added.

11. ADEQUACY OF MEANS OF ACCESS AND LOADING FACILITIES

- 11.1.1. The Customer undertakes to ensure access for the Company to the loading and off-loading sites prior to the loading of the Goods and the arrival of the Goods.
- 11.1.2. In the event of the conditions referred to in 11.1.1. not being fulfilled, the Company shall be free to either resile from this Agreement, in which event the Company shall not be liable for any loss or damage suffered by the Customer in consequence thereof, or to abide by this Agreement. Where the Company elects to abide by this Agreement the Company shall have the right to use such additional tackle, plant, power equipment or labour as the Company may in its sole and absolute discretion deem fit, in which event the Customer shall be liable for all reasonable expenses incurred by the Company in regard to such use, including the hiring thereof, and any such expenses shall be presumed to be reasonable.
- 11.1.3. The Company shall not be liable to the Customer in respect of any damage to the Goods arising out of the use of any such additional tackle, plant, power equipment or labour and the Customer indemnifies the Company against any loss or damage arising out of any injury of the employees or property of the Company or any third person by reason of any defect in such tackle, plant, power equipment or the negligence of such labour.
- 11.1.4. The Company shall not be liable for any damage to Goods when it is compelled to unload.

12. OBLIGATIONS OF CUSTOMER

- 12.1.1. The Customer undertakes to ensure that all applicable legislation and regulations of all countries and jurisdictions relating to the possession, transfer and transportation of the Goods, have been complied with, which shall include, without limiting the generality of the a foregoing, the payment of all taxes (including customs and excise and value added tax) and obtaining all required permits.
- 12.1.2. The Customer hereby indemnifies the Company against all and any damages, losses, charges, liabilities, costs (including legal costs) or proceedings of any cause whatsoever which the Company may suffer or incur as a result, whether directly or indirectly, of the Customer's failure to comply with its obligations in terms of clause 12.1.1.
- 12.1.3. The Customer specifically undertakes to pay a standing fee as stipulated by the Road Freight Association Cost Schedule 18 (on date of incident) cost per day and cost per hour, or any part thereof, in the event that a transport vehicle of the Company is delayed or attached due to the Customer's failure to comply with its obligations in terms of this clause.

13. JURISDICTION

- 13.1.1. The parties agree that the law of the Republic of South Africa is the applicable law to the Agreement between the Company and the Customer.
- 13.1.2. The parties further agree to the jurisdiction of the Magistrate's Court having jurisdiction over it, even though the cause of action or amount claimed is beyond the jurisdiction of that Court or at the choice of the Company.

14. ATTORNEY AND CLIENT COSTS AND COLLECTION COMMISSION

- 14.1.1. In the event of the Company instructing its attorney to recover monies from the Customer, the Customer shall be liable for and shall pay all legal costs incurred by the Company on a attorney-client scale, inclusive of collection commission.

15. DOMICILIUM

- 15.1.1. The parties elect as their respective domicilium citandi et executandi the addresses as set out in the Quotation and or on the Credit Application.



16. NOTICES

- 16.1.1. Notices in terms of this Agreement shall be in writing and send by pre-paid registered post, facsimile or be delivered by hand to the respective addresses of the parties as stipulated in the Quotation.
- 16.1.2. Any notice addressed by any party to any other party shall –
 - 16.1.2.1. if delivered by hand at the address of his domicile in terms of this clause, be deemed to have been duly received by the addressee on the date of delivery; or
 - 16.1.2.2. if posted by pre-paid registered post to the addressee's domicile in terms of this clause, be deemed to have been received by the addressee on the 7th (seventh) day following the date of such posting.

17. FORCE MAJEURE

- 17.1.1. Performance of the obligations of the Company in terms this Agreement shall be excused for as long, as and to the extent that, it is unable to do so because of any cause beyond its control, which shall include, without limitation, an act of God, State of war (whether declared or not) sabotage, fire, explosion, drought, flood, road conditions, epidemic, civil commotion, riot, strike, lock-out, government interference or control.

18. GENERAL

- 18.1.1. The parties hereby acknowledge that the Agreement concluded between them constitutes the entire agreement between them and that no other conditions, stipulations, warranties nor representations whatsoever, have been made by any party or that party's agent, other than as specifically included herein.
- 18.1.2. No latitude, extension of time or other indulgence which may be given or allowed by either party to the other in respect of any payment provided for in this Agreement or the performance of any other obligation shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of or otherwise affect any of that party's rights in terms of or arising from this Agreement, or prevent such party from importing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 18.1.3. The parties agree that no variation of, addition to, consensual cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect, unless such amendment or cancellation is reduced to writing and signed by all the parties or their authorized representatives hereto.

I, BY WAY OF MY SIGNATURE HERETO, CONFIRM THAT I HAVE READ, UNDERSTAND THE CONTENTS OF AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT. I FURTHERMORE CONFIRM UNDER RISK OF LEGAL PROSECUTION AND THAT I AM THE DULY AUTHORISED SIGNATORY FOR AND/OR AS THE CLIENT.

Signature	Print Name	Date