

**CREDA COMMUNICATIONS (PROPRIETARY) LIMITED**  
(Reg. No. 97/103934/07)

**CONDITIONS OF CONTRACT**

In any contract that may arise, customers will be deemed to have ordered and Creda Communications (Pty) Ltd "the Printer" shall be deemed to have accepted such order, unless otherwise agreed in writing, upon the following terms and conditions:

1. Customer is liable to pay value added tax at the rate applicable to printed products from time to time.
2. Terms are 30 days nett from date of invoice unless other financial arrangements are agreed to in writing.
3. Interest on overdue accounts will be charged at the rate of 2% per month compounded and if the Usury Act No. 73 of 1968, as amended, or any substitution thereof is applicable, interest will be charged at the maximum rate permissible.
4. All goods F.O.R. or F.O.B. or F.O.T. Cape Town as the case may be unless otherwise stated.
5. Delivery of part of any order shall be deemed to be a delivery for which payment must be effected in terms of the invoice in respect thereof.
6. Quotations not accepted within FOURTEEN (14) days thereof shall be deemed withdrawn and cancelled.
7. The Customer shall pay for any Preliminary Work which is produced at his request, at the Printer's Customary Rates whether experimentally or otherwise.
8. Proofs, pulls, samples, specimens, sketches, photographs or any representation, whether partial or total, of the finished article in whatever form may be submitted to the Customer for approval. After approval, the Customer shall have no claim against the Printer for errors in the exemplar as approved by him. Changes required by the Customer, other than the correction of Printer's errors, may be charged for at the Printer's Customary Rates. In particular, if the Customer requires, for any reason, a reprint of any order of which he has previously approved which reprint includes any change or alteration of any kind to the order, then such reprint shall be for the account of the Customer notwithstanding that the Customer may purport to make a claim arising from the original order.
9. Goods will be despatched to or must be collected by the Customer when ready and the Customer shall not refuse to take, or delay in taking, delivery.
10. When required to expedite production and/or delivery ahead of the time agreed upon for proper production and/or delivery, the Printer shall not be liable for errors. Should such production and/or delivery require payment of overtime wages and other additional costs or delivery charges, all such extras are for the Customer's account.
11. The Customer shall accept as good and complete delivery and shall pay the contract price pro rata for any quantity that does not exceed or fall short of the quantity ordered by more than 10%.
12. Complaints and Claims will only be considered if received by the Printer in writing within FOURTEEN (14) days of delivery or date of consignment note, whichever is the earlier. The Customer shall, however, have no claims or right of set off in respect of damages or consequential loss howsoever arising.
13. Standing matter and Printer's materials (hereinafter called "the goods") of any kind whatever may be distributed, effaced or disposed of immediately after the order is executed, unless written arrangements are made for retention. The Printer may charge reasonable rent for storage of "the goods" retained at the Customer's request and shall not be responsible for any damages suffered by the Customer arising from the loss, theft, damage or destruction of any such goods, it being recorded that such goods are not insured. "The goods" shall be the property of the Printer unless otherwise agreed to in writing with the Customer.
14. If goods are stored in accordance with the Customer's request beyond the agreed delivery date such goods, the Customer's property and property supplied to the Printer on behalf of a Customer at any time will be held at the Customer's risk. The Printer will not be responsible for imperfect work caused by defects in or unsuitability of material or equipment not supplied by the Printer. Any claims in respect of such imperfect work shall be limited in accordance with paragraph 12 hereof. The Printer shall not be responsible for Customer's material wasted in course of production. Extra costs incurred through the use of defective material and/or Standing matter and Printers material and/or equipment supplied are for the Customers account.
15. The Printer shall not be required to reproduce any matter which, in its opinion, is illegal or defamatory. In the event that any claim is made against the Printer on the ground that anything printed on behalf of the Customer is illegal or defamatory, the Customer indemnifies the Printer and holds it harmless against and shall pay all such damages. Fines and costs awarded against the Printer or paid by the Printer within its sole discretion as a result of any claim instituted and/or pursued or prosecution of the Printer arising from the printing or publication or circulation of any such matter. The Customer furthermore indemnifies the Printer and holds it harmless against and shall pay any claims, costs and expenses arising out of infringement of copyright, trademarks, patent or design. The Customer shall also pay all the Printer's Costs on the scale as between attorney and own client as may be expended by the Printer in defending such claims or charges as are referred to above.
16. Unless otherwise agreed, either party may terminate any contract for printing a Periodical Publication by giving not less than THREE (3) months' notice in writing. Nevertheless, the Printer may forthwith terminate any such contract should moneys due remain unpaid or should any other of these conditions be breached.
17. Any contract is subject to cancellation or variation by the Printer by reason of Force Majeure from any and every cause whatsoever beyond the Printer's control including, inter alia, inability to secure labour, materials, power or supplies, or by reason of Act of God, War, Civil Disturbances, Riot, State of Emergency, Strike, Lockout or other Labour Dispute, Fire, Flood, Drought, Legislation, Burglary or Theft. In any such event the Customer shall have no claims against the Printer for damages or otherwise however arising.
18. The Customer shall be liable for and the Printer may recover from the Customer any increase in cost of production and materials which occurs between the acceptance and execution of any order.
19. The Printer shall not be required to work to tolerances closer than those applicable to the materials obtained by him in the ordinary course of trade. No liability shall arise from variations in the standard, quality and performance of such materials.
20. It is the sole responsibility of the Customer to determine whether the goods ordered by him are suitable for the purpose for which he intends using them. The Printer gives no warranty, express or implied, concerning the suitability of the goods supplied for any purpose whatever. The Printer shall not be liable for any direct, indirect, consequential or other loss, damages, claims of set off and counterclaims, including loss to THIRD PARTIES, arising out of errors in carrying out a contract, or by delay in delivery, or by unsuitability of goods for use as intended.
21. When payment is overdue, or where the Printer anticipates that the Customer may not be able to pay on due date the Printer may suspend deliveries without notice and without prejudice to any other legal remedy until due payment has been made and shall not be liable for any damages suffered by the Customer as a result thereof. Notwithstanding any of the aforesaid provisions, any moneys in respect of goods completed but not delivered shall thereupon forthwith become due and payable. Moreover, the Printer may exercise a general lien on all items printed on behalf of the Customer and on property in his hands whether or not payment is overdue where the Printer anticipates that the Customer may not be able to make payment on due date, and may dispose of such items and property as he sees fit and apply the proceeds towards such debts. The Printer may also elect to cancel and not to produce any unmade balance of such contract and recover from the Customer any loss sustained by so doing. The acceptance by the Printer of any Promissory Note or Bill of Exchange shall not be regarded as a novation of any existing debt, nor shall it in any way affect the Printer's lien aforesaid.
22. Ownership of all goods delivered by the Printer to the Customer shall remain vested in the Printer until payment, and notwithstanding delivery the printer shall be entitled to take possession of such goods pending payment if it believes that the Customer may not be able to make payment on due date, or if the Customer fails to make payment upon due date.
23. In the event that the Customer breaches these terms and/or conditions the Printer shall have the right to forthwith terminate the agreement or claim immediate payment of all amounts payable by the Customer, whether or not any such amounts are otherwise due for payment. If the Printer elects to terminate it shall furthermore be entitled to recover from the Customer such damages as it has sustained arising from the said breach by the Customer.
24. In the event that a dispute arises between the Customer and the Printer, then such dispute may, at the instance of the Printer only, be resolved by the decision of an expert appointed for that purpose by the President of the Cape Chamber of Printing and Allied Industries for the time being. In so deciding upon the dispute, the decision of the expert shall be final and binding on both parties. Such dispute shall be informally decided without the necessity for pleadings or evidence, but in so deciding the dispute, such expert shall give effect and apply to the provisions of the agreement between the Printer and the Customer, including these Conditions of Contract.
25. No Variation of these Conditions of Contract or of the agreement between the Printer and the Customer, which incorporates these Conditions of Contract, shall be of any force or effect unless reduced to writing and signed by both parties and no leniency or extension of time granted by the Printer to the Customer shall constitute a waiver or novation of any of the Printer's rights or the Customer's obligations in terms hereof.
26. The Customer consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act of 1944, as amended, in respect of any action or proceedings which may be instituted against the Customer for any amount due by the Customer. Notwithstanding the foregoing, the Printer will be entitled, in its discretion, to institute any action or proceedings against the Customer in any Supreme Court which has jurisdiction.
27. If goods ordered by a Customer are to be despatched by bulk postage, an amount equal to the cost of the bulk postage shall be paid to the Printer by the Customer upon request. If such amount is not so paid, the Customer shall pay the same when the balance of his account is due and will then have to pay for postage as if no bulk discount had been received.
28. In the event that the Printer instructs attorneys to claim payment from the Customer arising from a breach of the Customer's obligations to the Printer, all the costs incurred shall be recoverable from the Customer on the tariff as between attorney and own client, as well as collection commission in accordance with the applicable tariff.
29. The Customer chooses domicilium citandi et executandi at the physical address set forth at the heading hereof.

I/we acknowledge that I/we have read and agree to the above conditions.

Date .....

Customer's Name .....

Signatory .....  
(who warrants he is duly authorized to sign)

Designation .....

Note: Terms 30 days nett from date of invoice.