

## TERMS AND CONDITIONS OF SALES

**THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with DELI SPICES and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:**

### 1. Credit terms

**1.1** THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by DELI SPICES. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to DELI SPICES free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by DELI SPICES is entirely at the discretion of DELI SPICES and may be withdrawn at any time.

**1.2** THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from DELI SPICES, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:

**1.2.1** Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.

**1.2.2** Both THE APPLICANT and DELI SPICES shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.

**1.2.3** The transmitted electronic document will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.

### 2. Change of address

THE APPLICANT undertakes to notify DELI SPICES in writing within 7 (seven) days of any change of address.

### 3. Change of ownership

THE APPLICANT undertakes to notify DELI SPICES, in writing, within twenty days of any change in Ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to DELI SPICES.

### 4. Domicilium

THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi (in other words, the address at which THE APPLICANT and the signatory will accept all notices, legal documents and the like, whether or not THE APPLICANT and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

## **5. Consent to sharing information and retention periods**

**5.1** For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that DELI SPICES has consent to:-

**5.1.1** Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.

**5.1.2** DELI SPICES may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.

**5.1.3** If THE APPLICANT fails to meet his/her/its commitments to DELI SPICES, DELI SPICES may record THE APPLICANT 'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

**5.2** Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.

**5.3** THE APPLICANT is required to collect, process and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by THE APPLICANT'S staff, representatives and sub-contractors and THE APPLICANT makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information THE APPLICANT has collected, processed and shared.

**5.4** To the extent that the NCA applies to this agreement, DELI SPICES shall give THE APPLICANT 20 business days' notice before any adverse information concerning THE APPLICANT is reported to a credit bureau and shall provide a copy of that information to THE APPLICANT upon request.

## **6. Pricing increments**

**6.1** The price of the goods shall be DELI SPICES's usual price current at the time of the dispatch of the goods, and does not include transportation or delivery costs.

**6.2** Prices quoted by DELI SPICES are determined from time to time and are subject to increases, at the discretion of DELI SPICES. DELI SPICES shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.

**6.3** Where prices are quoted, such prices are quoted exclusive of VAT. Company price lists shall be considered merely as a guide b DELI SPICES and DELI SPICES has the right, from time to time, or for any reason and without notice to THE APPLICANT, to change the prices of its goods without reflecting such changes on any price lists.

## **7. Valid orders**

**7.1** In the event of any order being given to DELI SPICES on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

**7.2** Oral orders shall similarly be capable of acceptance by DELI SPICES, but DELI SPICES will not be responsible for any errors or misunderstandings occasioned by THE APPLICANT's failure to make orders in writing.

**7.3** Orders shall constitute irrevocable offers to purchase the goods in question and shall be capable of acceptance by DELI SPICES by the delivery of the goods or by written acceptance or confirmation of the order.

**7.4** THE APPLICANT shall provide DELI SPICES with a valid order number and a delivery address, unless the delivery address is THE APPLICANT's principal address indicated on the first page of this agreement, when placing any order with DELI SPICES.

**7.5** DELI SPICES is not obliged to accept any orders and, at the discretion of DELI SPICES, all orders will be processed in accordance with its normal business practice, in terms of which acceptance by DELI SPICES of any order will be subject to authorization by DELI SPICES's Credit Manager.

**7.6** DELI SPICES may impose a cancellation fee in the amount of 50% of the order price in the event of cancellation of an order before delivery.

## **8. Delivery**

**8.1** THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on DELI SPICES'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.

**8.2** Any delivery date stated on any order confirmation is approximate only. DELI SPICES shall not be bound by that date, but will make all reasonable efforts to deliver by that date.

**8.3** Whilst DELI SPICES will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.

**8.4** The risk in and to the goods shall pass from DELI SPICES to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of DELI SPICES'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by DELI SPICES. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

**8.5** If DELI SPICES pays carriage forward on THE APPLICANT's specific instruction or special request, this shall not in any way prejudice DELI SPICES or be interpreted as appointing the hauler as agent of DELI SPICES, or as varying or waiving any of these conditions of sale.

**8.6** If DELI SPICES should choose to deliver the goods to THE APPLICANT by road transport, THE APPLICANT must arrange off-loading of the goods at own sole risk. The risk in the goods shall pass to THE APPLICANT at the time of off-loading.

**8.7** Any assistance that employees of DELI SPICES or employees of agents of DELI SPICES may render with off-loading shall be at the sole risk of THE APPLICANT, who shall be responsible for any and all damage of whatever nature caused as a result of such assistance.

**8.8** If THE APPLICANT should choose to collect the goods from DELI SPICES's premises using its own or its agent's transport, such collection shall be entirely at THE APPLICANTs risk, and THE APPLICANT shall be responsible for all damage of whatsoever nature caused as a result of or during such collection or thereafter. Where DELI SPICES loads the goods, the risk in the goods will pass to THE APPLICANT after DELI SPICES has placed them on rail or truck.

**8.9** DELI SPICES shall be responsible for loading the goods onto THE APPLICANTs transport. The risk in the goods shall pass to THE APPLICANT on completion of the loading onto its transport.

**8.10** DELI SPICES shall try to deliver the goods on the dates that THE APPLICANT specifies, but shall not in any way be liable for any damages that THE APPLICANT may suffer as a result of the failure by DELI SPICES or its agent to deliver the goods in time. THE APPLICANT shall not be entitled to cancel any order by reason of such delay and DELI SPICES's right to recover all monies owing to it shall not be affected by failure to affect timeous delivery.

**8.11** In the event that DELI SPICES makes delivery to THE APPLICANT in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract or entitle THE APPLICANT to cancel the contract.

**8.12** When goods are delivered in instalments, invoices relating to separate deliveries shall be paid 30 days from date of statement (unless otherwise agreed) and no payment shall be postponed until such time as all the goods ordered have been delivered. To the extent that the NCA is applicable to this agreement, prepayment of statement amounts shall be permitted without penalty and if THE APPLICANT is in arrears on its account, then 20 business days thereafter a statement of account shall be issued to THE APPLICANT, and thereafter not less frequently than every 2 months, unless no debit or credit entry was made on the account for that statement period. If THE APPLICANT fails to take delivery of the goods ordered, or in any way delays the delivery of the goods ordered, then the risk in the goods shall immediately pass to THE APPLICANT and THE APPLICANT shall be liable to pay DELI SPICES the reasonable costs of storing, insuring and handling the goods, until delivery takes place upon demand.

**8.13** Goods in the possession of THE APPLICANT bearing the DELI SPICES name, trademarks and labels shall be deemed to be those for which payment has not yet been made and should any breach of these terms occur, may be repossessed by DELI SPICES.

**8.14** THE APPLICANT shall fully insure the Goods purchased from DELI SPICES against loss or damage (to a maximum amount equal to THE APPLICANT's outstanding obligations in terms of this agreement, to the extent that the National Credit Act is applicable to this agreement), until the full purchase price has been paid by THE APPLICANT for such goods. Pending payment to DELI SPICES for goods purchased, all benefits in terms of the insurance policy selected by THE APPLICANT relating to the insurance of such goods are ceded to DELI SPICES and DELI SPICES must be the nominated beneficiary of the policy.

**8.15** THE APPLICANT shall inform the Landlord of the premises and/or all material Companies of THE APPLICANT at which the goods are kept that such goods are the sole and absolute property of DELI SPICES until such time as the full purchase price has been paid to DELI SPICES by THE APPLICANT.

**8.16** THE APPLICANT shall at all times advise DELI SPICES in writing of the address of the premises where the goods are ordinarily kept if same is different to THE APPLICANT's principal address reflected on the first page of this agreement.

## **9. Sampling**

THE APPLICANT shall be entitled to sample the goods it has ordered at DELI SPICES premises before dispatch of the goods, according to methods determined by DELI SPICES, if timeously arranged with DELI SPICES in writing.

## **10. Returnable pallets**

**10.1** DELI SPICES has the right to package and deliver goods on pallets.

**10.2** All pallets supplied by DELI SPICES, together with any product, shall be charged for at DELI SPICES's ruling or usual price at the date of the agreement, and cost thereof shall be listed separately on the relevant Company documentation.

**10.3** Returnable pallets are payable at the same time as the goods packaged in the containers and pallets are paid for.

**10.4** The return of pallets, depending on the condition in which the pallets are returned to DELI SPICES, shall be credited to THE APPLICANT by DELI SPICES after the pallets have been delivered to DELI SPICES, and THE APPLICANT may not deduct the returned pallets from any amounts owing to DELI SPICES.

## **11. Returns, errors, shortages and warranties**

**11.1** New goods are guaranteed according to either DELI SPICES'S specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of DELI SPICES not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.

**11.2** Should a product supplied to THE APPLICANT by DELI SPICES be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact DELI SPICES within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to DELI SPICES, where applicable, and the risk in the goods remains with THE APPLICANT until DELI SPICES receives the goods.

**11.3** Liability under clause 11.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by DELI SPICES.

**11.4** All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of DELI SPICES are not covered in any warranties.

**11.5** Should DELI SPICES find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.

**11.6** All goods are guaranteed full mass as stated on the invoice or delivery note and DELI SPICES shall not be liable for any loss of quality, mass or volume of goods by drying, evaporation or fault of the carrier of DELI SPICES, or the nominated carrier's transporter.

**11.7** DELI SPICES shall not be liable for goods lost or damaged, after loaded onto THE APPLICANT's nominated carrier's transporter.

**11.8** Any goods delivered by DELI SPICES to THE APPLICANT in error shall only be considered for credit by DELI SPICES if they are:

**11.8.1** Returned undamaged by THE APPLICANT within 5 (five) days of delivery thereof, and

**11.8.2** In their original packaging and have not been unpacked or used in part, and

**11.8.3** Not defaced by price labels or other markings. The relevant invoice or delivery note must be quoted in respect of any Goods returned by THE APPLICANT to DELI SPICES for credit.

## **12. Warranty with regard to sale of DELI SPICES machinery**

**12.1** DELI SPICES warrants that the deli machinery which has, or will be, supplied and/or installed by it or without the furnishing of reasons, or DELI SPICES shall be free from defects and subject to the following:

**12.1.1** The warranty is effective for a period of 3 (three) months. The date is determined from date of delivery and THE APPLICANT shall be entitled to either request a refund; replacement or repair of the deli machinery if the machinery is defective within such period;

**12.1.2** To the extent allowed by the law, DELI SPICES shall not be liable or responsible in any way for any damages of whatsoever nature, including consequential and penal damages, caused by or due to any failure of operation or malfunction of the machinery, unless such damages can be attributed to any circumstances reasonably within the control of DELI SPICES and THE APPLICANT hereby indemnifies DELI SPICES against any third party claims arising by reason thereof.

**12.2** The warranty shall immediately be rendered null and void in the event of any of the following:

**12.2.1** Any alterations or modification or addition made to the deli machinery supplied, without the prior consent of DELI SPICES, unless such alteration or modification or addition is undertaken by a DELI SPICES Technician or an Approved Technician by the DELI SPICES Machine Division and no other Technicians may be used to work on the machinery.

**12.2.2** Failure to use die machinery in accordance with the instructions and specifications of DELI SPICES;

**12.2.3** General misuse and abuse of the DELI SPICES machinery;

**12.2.4** Any damages caused by fire, flood, civil disturbance or act of God;

**12.2.5** THE APPLICANT not having its original Tax Invoice available to be supplied to DELI SPICES;

**12.2.6** Any default that can be attributed to normal wear and tear of the deli machinery supplied or installed taking into regard the age of the machinery and the use it was normally put to in the past. All refurbished, remade, used DELI SPICES machinery will only be supplied at THE APPLICANT'S request;

**12.2.7** The DELI SPICES machinery has not been inspected by the manufacturer or an approved Technician, in order to evaluate / determine the reason for its malfunction, before DELI SPICES requested its replacement, repair or refund.

### **13. Deposit**

**13.1** DELI SPICES may require a deposit to confirm reservation as per the quote supplied to THE APPLICANT in writing for machinery to be ordered. No refunds will be given on deposits in the event of cancellation for already ordered goods.

**13.2** DELI SPICES may impose a cancellation fee in the event of cancellation before delivery. The fee will depend on the nature of the order, the length of notice of cancellation for already ordered goods and reason for cancellation.

### **14. Warranty with regard to repair work on machinery**

**14.1** THE APPLICANT must sign the Repair Quotation in full and accept the terms and conditions of the Repair Quotation and acceptance of the price for repair work, before any repair work will be done on any machinery.

**14.2** DELI SPICES warrants THE APPLICANT that the repair services supplied and parts installed during the services to THE APPLICANT shall be free from defects and subject to the following:

**14.2.1** The warranty is effective for a period of three months. The date is determined from date of delivery of the repaired DELI SPICES equipment or date of repair work done at the premises specified by THE APPLICANT.

**14.2.2** DELI SPICES shall not be liable or responsible in any way for any damages of whatsoever nature, including consequential and penal damages, caused by or due to any failure of operation or malfunction of the repaired DELI SPICES equipment, unless such damages can be attributed to any circumstances reasonably within the control of DELI SPICES.

**14.3** The warranty shall immediately be rendered null and void in the event of any of the following:

**14.3.1** Any alterations or modifications or addition made to the repaired DELI SPICES equipment, without the prior consent of DELI SPICES Machine Division or an Approved Technician by the DELI SPICES Machine Division and no other Technicians may be used to work on the machinery.

**14.3.2** Failure to use repaired DELI SPICES equipment in accordance with the instructions and specifications of DELI SPICES;

**14.3.3** General misuse and abuse of repaired DELI SPICES equipment by THE APPLICANT. **14.3.4** Any damage caused by fire, flood, civil disturbance or act of God;

**14.3.5** THE APPLICANT not having its original Tax invoice available to be supplied to DELI SPICES.

### **15. Copyright**

THE APPLICANT acknowledges DELI SPICES'S intellectual property rights in the goods and shall not infringe such intellectual property rights.

## **16. Payment to DELI SPICES**

**16.1** DELI SPICES does not appoint the Post Office as its agents for payments by post. All payments shall be made to DELI SPICES'S place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE APPLICANT shall still be liable to DELI SPICES for payment. Should DELI SPICES at any time advise THE APPLICANT of any change to DELI SPICES'S banking account details THE APPLICANT shall confirm such change with a Manager of DELI SPICES before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging DELI SPICES to afford THE APPLICANT any such indulgence to effect payment after due date.

**16.2** To the extent that the NCA is applicable to this agreement, within 5 (five) business days of written request by THE APPLICANT, DELI SPICES shall deliver without charge to THE APPLICANT a statement of the amount required to settle all amounts owing under this agreement, as calculated in accordance with clause 4.3 below, as at the date specified in the said request.

**16.3** The statement may be delivered - orally, in person or by telephone; or - in writing, either to THE APPLICANT in person or by sms, mail, fax, email or other electronic form of communication, to the extent that DELI SPICES is equipped to offer such facilities, as directed by THE APPLICANT when making the request; and is binding for a period of 5 (five) business days after delivery provided that the statement is not binding to the extent of any credits or charges to the account after the date on which the statement was prepared.

## **17. Set-off**

THE APPLICANT shall not be entitled to claim set off or deduction of any amounts due by THE APPLICANT to DELI SPICES from any cause arising against any payment due by THE APPLICANT to DELI SPICES for Goods supplied or any other cause arising.

## **18. Reservation of ownership**

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in DELI SPICES. DELI SPICES shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by DELI SPICES. THE APPLICANT hereby waives any right it may have for a spoliation order against DELI SPICES in the event that DELI SPICES takes possession of any goods.

## **19. Responsibility for losses, damages or delays**

**19.1** DELI SPICES will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of DELI SPICES.

**19.2** DELI SPICES provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

## **20. Defaulting in payment**

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

### **21. Interest on overdue accounts**

DELI SPICES shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as DELI SPICES affording THE APPLICANT any indulgence to make payment after due date.

### **22. Proof of Claims**

A certificate signed by a manager or any director of DELI SPICES - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to DELI SPICES, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with DELI SPICES, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof - on its mere production - of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

### **23. Consent to jurisdiction**

Notwithstanding the amount which may at any time be owing by THE APPLICANT to DELI SPICES, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by DELI SPICES against THE APPLICANT arising out of any transaction between the parties, it being recorded that DELI SPICES shall be entitled, but not obliged, to bring any action or proceeding in the said court.

### **24. Recovery of legal /collection costs**

Should DELI SPICES instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of DELI SPICES'S rights, DELI SPICES shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

### **25. Arbitration**

**25.1** DELI SPICES may refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall bind both DELI SPICES and THE APPLICANT. To the extent that the CPA and/or NCA is applicable to this agreement, THE APPLICANT may refer any dispute to a Consumer court, for resolution in accordance with the CPA and/or NCA and the provincial legislation establishing that court or an alternative dispute resolution agent, for resolution by conciliation, mediation or arbitration. In the event that the NCA applies, then THE APPLICANT may also file a complaint with the National Credit Regulator.

**25.2** The arbitrator must be a person agreed upon by the parties or, failing such agreement within 5 (five) days of a dispute being declared, an arbitrator must be appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute in accordance with the Rules of the Arbitration Foundation of SA.

### **26. Cession**

**26.1** THE APPLICANT shall not cede its rights nor assign its obligations.

**26.2** DELI SPICES shall at any time in its sole discretion be entitled to cede all or any of its rights and/or assign all of its obligations in terms of this agreement, including all terms and conditions to any third party, without prior notice to THE APPLICANT.



**27. Non-waiver of rights**

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of DELI SPICES shall not in any way operate as or be deemed to be a waiver by DELI SPICES of any rights under this contract, or be construed as a novation thereof.

**28. Severability of clauses**

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

**29. Entire agreement**

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded herefrom and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

**30. Advertising, promotional information, marketing**

THE APPLICANT hereby gives DELI SPICES the authorisation to send THE APPLICANT promotional information or any marketing information either telephonically, via SMS, via e-mail or fax or in person.