



SUPPLIER AGREEMENT/ CREDIT APPLICATION
 entered into between
CARGO HANDLING SPECIALISTS PROPRIETARY LIMITED
 (Registration Number 2002/012856/07)
 ("CHS")
 and

The "Customer" as described below

| CUSTOMER DETAILS | | | |
|--|--|-------|--|
| Customer Registered Name | | | |
| Customer Trading Name | | | |
| Telephone | | | |
| Facsimile | | | |
| Postal Address | | | |
| Physical Address | | | |
| Company Registration No. | | | |
| VAT Registration No. | | | |
| Name, address and contact number of Auditors | | | |
| Holding Company | | | |
| Subsidiaries/Associated Companies | | | |
| CUSTOMER CONTACT DETAILS | | | |
| Managing Director | | | |
| Contact Number | | Email | |
| Financial Director | | | |
| Contact Number | | Email | |
| Order Contact | | | |
| Contact Number | | Email | |
| Accounts Department Contact | | | |
| Contact Number | | Email | |

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| DETAILS OF DIRECTORS / SHAREHOLDERS/ MEMBERS / PARTNERS / SOLE TRADER /TRUSTEES | | | | | |
|--|-----------|---------------------|-----------|----------|--------|
| | Full name | Residential address | ID number | %Holding | Tel no |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

| TRADE REFERENCES | | | | | |
|-------------------------|------------------|---------|-------------|--------------|-------|
| | Name of supplier | Tel no. | Account no. | Credit Limit | Terms |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

| BANKERS | | | |
|-----------------|--|---------------------|--|
| Name of bankers | | | |
| Account Number | | | |
| Branch Name | | Branch Code | |
| Type of account | | Date Account Opened | |

| BUSINESS INFORMATION | | | |
|--|--|--|----|
| Nature of core business | | | |
| Date business commenced | | Years under present ownership/management | |
| Are you acting as agent for any other instance in procuring services from CHS? | | YES | NO |
| Have your directors/members/partners/trustees ever been sequestrated? | | YES | NO |
| Have you ever had to defend a liquidation/sequestration order application? | | YES | NO |
| Please confirm if your annual turnover or asset value is more than R1 million | | YES | NO |
| Credit Limit required | | | |
| B-BBEE Recognition level | | | |

| TO BE COMPLETED BY CHS (FOR OFFICE USE ONLY) | | | | | |
|--|--------------------------|-----|--------------------------|------------------------|-----------|
| Maximum credit limited to be provided / no credit provided | | | R | | NO CREDIT |
| Payment terms provided | <input type="checkbox"/> | COD | <input type="checkbox"/> | 30 days from Statement | |

The parties hereto wish to enter into an agreement in terms of which CHS will from time to time provide certain Products and/or Services to the Customer in accordance with the terms and conditions attached hereto as Schedule A.

The parties below agree that their respective signatures to this document shall constitute a supplier agreement between them and that they have read, understand and are bound by the terms and conditions attached hereto as Schedule A.

For: **CARGO HANDLING SPECIALISTS PROPRIETARY LIMITED**

Signed at _____ this _____ day of _____ 20____

Name _____ Signature _____

For: **THE CUSTOMER**

who warrants that he/she is duly authorised hereto

Signed at _____ this _____ day of _____ 201____

Name _____ Signature _____

TERMS AND CONDITIONS APPLICABLE TO THE SUPPLIER AGREEMENT

1. These terms and conditions shall apply to the purchase of products ("**Products**") and any services ("**Services**") by the Customer from Cargo Handling Specialists Proprietary Limited ("**CHS**"). They shall form part of every contract for the purchase of Products from CHS and/or the supply of Services by CHS to the Customer. The agreement created hereby ("**Agreement**") shall commence on the date of the party signing of this Agreement last in time ("**Effective Date**") and shall subsist indefinitely until terminated in accordance with clauses 55 to 59 below.
2. The Customer warrants that the information completed by it and/or provided to CHS is truthful, complete and accurate in all respects, and is supplied voluntarily for the purpose of concluding this Agreement and, if applicable, obtaining credit from CHS in connection with the supply of Products from and rendering of Services by CHS.
3. CHS shall be entitled to rely upon all and/or any of the information supplied herein as being completely true and accurate.
4. The Customer undertakes to notify CHS in writing of any change in information furnished in this application.

Credit

5. Any credit granted will be subject to approval by Credit Guarantee (our insurers).
6. If applicable, the Customer authorises CHS and its officer, employees and agents (together, "**representatives**") to investigate the Customer's credit history in any manner and from any source deemed by CHS as appropriate.
7. If granted credit, the Customer agrees to make payments in accordance with CHS's terms and conditions of this Agreement.
8. Notwithstanding any other provision contained in the Agreement, all invoices which result in the Customer's account exceeding the prevailing credit limit (if any) granted by CHS to the Customer shall become due and payable upon presentation of the invoice.
9. The Customer agrees to CHS using the services and records of a registered credit bureau for information required for this original and future assessment of credit facilities. The Customer further gives authorisation to request/obtain a copy of any credit bureau or consumer report at any time for use in establishing and maintaining credit.
10. The Customer agrees that CHS may disclose information regarding the Customer's credit worthiness and conduct of the account to any registered credit bureau and/or other suppliers of the industry.
11. Should the Customer exceed its credit limit as indicated on the application form or its account becomes past due, the Customer agrees to and acknowledges that CHS has the right to suspend the supply of services or all future deliveries of goods under this contract or any other contact between CHS and the customer until the account is satisfied in full. The Customer also agrees to and acknowledges that CHS has the right to take any advisable and/or necessary steps to collect all and any amounts outstanding on the Customer's account.
12. Should the conditions upon which CHS granted the credit limit change, then CHS may immediately revise such credit limit granted to the Customer and inform the Customer thereof in writing. In such event all amounts then due shall be deemed to have become immediately due and payable without further notice.
13. Credit facilities may be withdrawn by CHS at any time without prior notice, and CHS reserves the right to review the extent, nature and duration of such facilities at all times.
14. The Customer will forthwith upon request from CHS update its credit information for the purpose of increasing or maintaining credit limits. The terms and conditions of this Agreement shall apply to each such renewal, unless agreed in writing between the parties hereto.
15. As security for all moneys (whether past or present) owing by the Customer to CHS pursuant to this Agreement, the Customer hereby irrevocably and in rem suam cede, pledge, assign, transfer and make over unto and in favour of CHS all of its right, title interest, claim and demand in and to all book debts of whatsoever nature and description and however arising which the Customer may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnership, associations, syndicates and other legal personae whomsoever ("the agent debtors") without exception as a continuing covering security or due payment of every sum of money which may now be due or at any time hereafter or become owing by the Customer to CHS.
16. Should it transpire that the Customer at any time entered into deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Customer's reversionary right. Notwithstanding the terms of the a foregoing cession, the Customer shall be collected on CHS behalf and provided further that CHS shall at any time be entitled to terminate the Customer's right to collect such monies/debts
17. The signatories of this application on behalf of the Customer (where the Customer is a company or closed corporation) duly bind themselves as co-principal debtor alternatively as sureties with the Customer jointly and severally for the due and punctual performance of the Customers obligation in terms of these terms and conditions.
18. The Customer and the surety consent/s to the jurisdiction of the Magistrates Court in terms of section 45 of the Magistrates's Court Act no. 32 of 1944 (as amended) having jurisdiction under section 8 of the said Act, notwithstanding that the claim by CHS exceeds the normal jurisdiction of the Magistrates Court as to amount. CHS shall in its discretion be entitled to proceed against the Customer and /or surety in any other court of competent jurisdiction, notwithstanding the foregoing

Order Process

19. Any quotation given by CHS constitutes an offer to the Customer, which shall be open for acceptance by the Customer for the period specified on the quotation, failing which, it shall automatically expire. CHS reserves the right to revoke any quotation given to the Customer.
20. The quoted or contract price is strictly nett, and not subject to any discounts, unless otherwise agreed in writing. If any discount is agreed in writing, it shall only be applicable if full payment is received by CHS on or before the due date.
21. Unless specifically contracted, all freight and other transport costs shall be for the account of the customer.



22. On acceptance of CHS's quotation the Customer confirms that they are in agreement with all specifications for manufacturing of the products required and scope of services CHS will render as reflected on the quotation. Any deviations from this must be confirmed in writing and will be at the customers expense.
23. Where full manufacturing specifications of goods are not contained in the relevant order but is necessary in order for CHS to complete the product/services, the Customer hereby authorise CHS to use its discretion and manufacture goods without the relevant specifications and deliver such goods and or services whereupon the Customer shall have no right of recourse in respect thereof.
24. Each and every request for the Products and Services the Customer wishes to purchase or requires CHS to perform shall be initiated by the Customer's issuance of a written request via email or by facsimile (collectively referred to as "**Order**"). In the event that there is any conflict between the terms and conditions of this Agreement and any terms and conditions contained in the Order (if any), the terms and conditions of this Agreement shall prevail.
25. The Orders for the Products and/or Services the Customer wishes to procure from CHS shall indicate to following minimum information:
 - 25.1. the types of Products and/or Services and the number of units of each type of Product which the Customer wishes to procure;
 - 25.2. the date of delivery of the Products to the Customer's premises and/or the date upon which the Services are to be performed;
 - 25.3. the Order number
26. CHS shall issue an invoice for the desired Products and/or Services to the Customer. The Customer's written acceptance or payment of such invoice (whether or not fully, partially or on the basis of special payment terms having been agreed for payment) will constitute a separate and individual supply contract ("**Supply Contract**"), subject to the terms and conditions of this Agreement. Any additional or different terms and conditions are null and void and expressly excluded and shall not form part of any Supply Contract.
27. Every CHS invoice shall be deemed to be accepted by the Customer if (i) the Customer has not expressly rejected such invoice in writing within 5 (five) business days from date of receipt or (ii) if the Customer uses the Products delivered to it in any manner or way whatsoever.
28. The Customer in contracting with CHS hereby authorises CHS to contract as agent for the Customer with any packer, transport or storage contractor, wharfinger, lighterman, ship owner, carrier by sea, air, road or rail or any other person in connection with any business undertaken by CHS.
29. The Customer shall indemnify CHS against any claims arising out of the contract entered into by CHS on behalf of the Customer and shall be liable for any duty, tax imposed or outlays of whatever nature levied by the authorities at any Port or place for or in connection with the goods or for any payment fines expenses loss or damage incurred or sustained by CHS.

Insurance

30. No insurance will be effected for the benefit of the Customer. Should the Customer request insurance in writing and it is acknowledged in writing by CHS, CHS may procure insurance on behalf of the Customer at the Customer's expense.
 - 28.1 This insurance will be subject to such terms and conditions as may be imposed by the relevant insurance company or underwriter.
 - 28.2 Should the insurer or underwriter dispute their liability for whatsoever reason, the Customer shall have recourse against the insurer or underwriter only and CHS shall not be under any responsibility or liability in relation thereto.
31. Should the Customer choose not to take out insurance and do not have their own insurance in place, CHS's liability with regards to any loss damages or shortages sustained due to negligence or act of omission on CHS's part, will be limited to R200 (Two Hundred Rand) per incident.

Payment

32. Payments will be made in accordance with the payment terms stated on the invoice, save where amended by written agreement between the parties hereto.
33. CHS shall be entitled, at its sole discretion, to levy interest at the Prime Rate plus 2% (two percent) on an amount of any invoice not paid within the period stipulated in clause 30 above. Any such interest not paid with the amount of the invoice to which it relates will be added to the subsequent invoice and will be payable with the amount of that invoice, failing which it will be capitalised and be subject to compound interest from the date of due payment of the invoice on which it is reflected. "**Prime Rate**" for purposes of this clause shall mean the variable interest rate quoted from time to time by the Company's bankers, as its prime rate, which shall be a nominal annual compounded monthly rate, as calculated, compounded and charged by such bankers and as certified by any manager or director of such bankers (whose appointment need not be proved and whose certificate shall be final and binding on the Customer).
34. All payments received from or on behalf of the Customer shall be allocated first towards legal costs (if applicable and incurred upon the default of the Customer), thereafter interest, and lastly towards the capital amount owing in respect of the Customer's outstanding account.
35. In the event that CHS use any additional material and/or labour, incurs any disbursements and/or imposts in relation to the provision of the Services that have not been included in invoices rendered to the Customer, CHS shall be entitled to render supplementary invoices for such additional amounts.
36. The Customer has no right to withhold payment for any reason whatsoever and therefore the Customer is not entitled to set off any amount due to the Customer by CHS against any debt owed by the Customer to CHS, notwithstanding any dispute between the parties, and nor shall any payment be withheld by virtue of any alleged counterclaim against CHS by the Customer.
37. CHS may at its sole discretion determine whether the Customer has to pay a deposit to CHS and the amount of such deposit. All deposits paid are non-refundable unless CHS (i) cancels a Supply or service Contract or (ii) cannot fulfil an Order in full.
38. In the event of a dispute arising between the parties regarding any amount outstanding pursuant to these terms and conditions, such dispute shall be referred for determination to an auditor of CHS's choice who will provide a signed certificate determining the outstanding amount and interest thereon and whose decision, acting as expert and not as arbitrator, shall be *prima facie* proof of the outstanding amount and interest thereon and will as such be binding on the parties.

Delivery

39. The delivery date, time, place and quantities for Products and/or Services (as the case may be) shall be as set out in the Order. The Customer acknowledges that delivery times and quantities may change due to circumstances beyond CHS's control and/or the availability of the Products and/or Services (as the case may be), and CHS shall not incur any liability of any nature in the event of such circumstances preventing CHS from delivering the Products and/or performing the Services on the due date.



40. CHS agrees to take all actions necessary and appropriate to ensure that Products are received by the Customer and Services performed to the Customer as required under the relevant Supply Contract. CHS will inform the Customer promptly of any occurrence which will or may result in any delay of delivery or performance at any time or which will or may result in CHS's inability to fulfil the terms as specified in the Supply Contract and CHS shall not in any circumstances whatsoever be liable for any delay in the supply of Products and/or rendering of Services. Where any delays are caused by the Customer, whether directly or indirectly, the Customer shall be liable towards CHS for any and all costs of whatsoever nature incurred by CHS as a result of such delay.
41. If force majeure causes delays or results in failure or partial failure to performance by CHS of its obligations in terms of the agreement, the agreement or the effected part thereof shall be suspended for the period during which the problem continues. CHS will issue a written notice specifying the nature and date of commencement thereof within 7 days. No party shall subsequently be obligated to comply with the obligations suspended during such period.
42. If any goods cannot be delivered because they are incorrectly or insufficiently addressed or because they are not collected or accepted by the consignee or the consignees cannot be reasonably found then CHS may give notice to the Customer that the same may be disposed of within 21 days of the notice, at CHS sole discretion, and the Customer will indemnify CHS for the costs thereof insofar as they are recovered as a result of such disposal.
43. CHS shall not be liable for any damage caused to private roadways, mains, pipes, manholes, weighbridges, bridges or approaches of any kind to such premises or property thereon when collecting or delivering goods at the premises of the Customer or the consignee or at any premises visited while carrying out the instructions of the Customer or consignee by reason of weight or vibration of any vehicle or load or the nature of the goods carried and the Customer shall indemnify CHS in respect of any claim arising therefrom.
44. In any case where a loss or damage occurs for whatever reason during any transportation, loading, unloading or storage which has been arranged by the Customer or some other person on his behalf and/or has not been arranged or procured by CHS, CHS shall not be liable for any such loss or damage whatsoever, direct or consequential.

Product Modification

45. Any modification of the Products ordered and/or Services performed in terms of an Order shall require the prior written consent of CHS.

Title and Risk; Intellectual Property

46. Ownership of and title to the Products shall not pass to the Customer until the purchase price in respect of the Products in question have been paid in full.
47. CHS is entitled to enter all and any premises owned, leased or utilised by the Customer at any time during normal business hours to remove all and any Products supplied in terms of the Agreement, whether such goods have changed its identity or not, that have not been paid for in part or in full by the Customer.
48. CHS retains all intellectual property rights of whatsoever nature in its drawings, specifications, data and all other information and documents in relation to its Products and Services.
49. CHS's trademarks and names shall not be used by the Customer without the prior written consent of CHS. The Customer agrees that it shall not (or permit any third party to) reverse engineer, decompile, modify or tamper with the Products and/or Services provided.

Inspection and Deficiencies

50. All risk in the goods purchases shall pass to the Customer upon delivery. Delivery shall be deemed to take place when the goods leave CHS's premises irrespective of whether conveyed by the Customer, the Customer's agent or representative, CHS or CHS's agent.
51. The Customer shall be obliged to inspect the Products upon the delivery thereof and indicate on the waybill or delivery note if there is any damage and/or deficiencies to the Products delivered, and also immediately provide written notice thereof to CHS describing the aforesaid damage and/or deficiency in detail, failing which it will be deemed that the Products are in good and working order.
52. CHS is not responsible for any damage or shortage which is due to the negligence or act of omission on the part of the carrier.
53. No guarantee is given as to the suitability of the goods sold for any particular purpose. The Customer must satisfy themselves as to the suitability of the goods prior to the manufacturing of the goods.
54. Under no circumstances will CHS be responsible for any consequential damage of any nature which may arise out of the goods being defective in any way whatsoever.

Cancellation

55. A 25% cancellation fee will be due and payable on any quotation deemed as accepted and the later cancelled prior to the manufacturing stage. Should the goods already be in the manufacturing stage full payment for the goods is required as per the quotation.
56. Any goods manufactured for the Customer cannot be returned for credit.
57. Without prejudice to any other rights of the parties under this Agreement, CHS shall be entitled to immediately terminate this Agreement by written notice in the event that the Customer is placed in liquidation or under business rescue, whether provisional or final, or has passed a resolution for its voluntary winding-up (or, in each case, the equivalent or similar nature under the laws of the jurisdiction in which the Customer is registered or its principal place of business) or the Customer defaults on payment for the Products and/or Services.
58. CHS shall be entitled to cancel this Agreement at any time and for any reason, without prior notice to that effect to the Customer. Any and all obligations on the part of the parties in respect of this Agreement that accrued before the date of cancellation shall remain enforceable between the parties hereto.
59. As carriage on certain goods consigned has to be prepaid, CHS may pay the carriage for the account of the Customer. The paying of the carriage forward by CHS shall not in any way prejudice CHS or be taken as constituting the carrier the agent of CHS, or as varying or waiving



the conditions of the contract of sales. The Customer will refund CHS on demand the amount of any payment so made for goods forwarded carriage prepaid.

Claims and Indemnities

60. Should the Customer commit any breach of this agreement, CHS shall be entitled to claim any damages from the Customer, CHS may have suffered whether direct or indirect or consequential.
61. If the Customer undertakes to effect delivery by it's own vehicle for example crane trucks, forklifts ect., at the Customer's place of business, the Customer shall be responsible for all damages of whatever nature caused as a result of or during such off-loading to be effected or assisted by CHS employees. Such off-loading shall be at the sole risk of the Customer who shall be responsible for all damages of whatever nature caused as a result of or during such off-loading.
62. The Customer indemnifies and holds CHS harmless against any and all claims of whatsoever nature and howsoever arising which may be made against CHS by the Customer (or any third party) arising from the sale or use by the Customer of all Products, items, equipment, services, goods and/or apparatus sold by CHS to the Customer.
63. CHS shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any direct or indirect or consequential loss arising under or in connection with the contract.
64. Notwithstanding the aforesaid, the Customer, to the maximum extent permitted by law,
 - 64.1. accepts liability for all claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by CHS as a result of or arising out of any harm alleged or proven by any consumer or other person contemplated in terms of the Consumer Protection Act No. 68 of 2008 ("CPA"), where "harm" in this clause 58.164.1 bears the meaning in the CPA; and further
 - 64.2. hereby indemnifies and holds CHS harmless from and against any and all liabilities that arise from claims, losses, damages, expenses and costs (including indirect or consequential loss or damages and any liability which may be incurred by CHS by operation of sections 55 and 56 and/or section 61 of the CPA) whatsoever and howsoever arising.
65. All servants and agents of CHS shall be entitled to the benefit of these terms and conditions and CHS contracts hereunder on their behalf.
66. If the Customer or any person(s) on whose behalf he purports to or is deemed to contract takes proceedings against any of CHS servants or agents following upon any loss damage or expense in respect whereof liability on the part of CHS is excluded or limited hereunder and succeeds in recovering a sum greater than CHS would be liable for hereunder the Customer and/or other person(s) on whose behalf he contracts shall repay to CHS any sum which CHS may legally be liable to pay or shall pay by way of indemnity to such servant or agent in excess of CHS liability hereunder.
67. The customer will indemnify CHS against any claims or demands made by the consignee or any third party against CHS insofar as such claims or demand exceeds CHS liability defined and laid down by these conditions.
68. CHS will not be liable under any circumstances for any loss or damage or expense arising from or in any way connected with marks weight numbers brands contents quality or description of any goods.
69. CHS will not be liable for any failure to enter the requisite particulars in any consignment note or, any other document evidencing a transport transaction unless such details were supplied to CHS in writing and received by CHS and is shown that the same was not inserted as a result of wilful default. In any event any liability of CHS shall be limited as per these terms and conditions.
70. CHS shall be under no liability for any loss damage or delay caused by any act, default or neglect of the Customer or by the instructions of the Customer or any person acting on behalf of the Customer, or by inherent vice of goods or through circumstances which the Company could not avoid and the consequences of which it was unable to prevent.
71. CHS will under no circumstances warrant the adequacy or sufficiency of any loading, packing or securing of any goods undertaken by the Customer or third party or by CHS following the specification and direction of the Customer or such third party.
72. Where the Customer or his agent has packed, stowed or stuffed goods into any vehicle, crate, package or container the Customer warrants the goods are properly and effectively packed, stowed, stuffed and will indemnify CHS against any loss, damage or charges suffered by or made upon CHS arising from any defective stowage, packaging or stuffing, including overloading unsafe or imbalanced stowing, packing or stuffing or damaging the vehicle, crate, package, packaging or container.

Law and Jurisdiction

73. The terms of any Supply Contract (including these terms and conditions) shall be governed by and construed in accordance with the laws of South Africa. The terms and conditions set out in the United Nations Convention for the International Sale of Goods (CISG) and the Unidroit-Agreement dated May 28th, 1988 are hereby expressly excluded.
74. The Customer and CHS agree that the courts of South Africa shall have exclusive jurisdiction for any action or proceedings commenced under this Agreement and, in particular, any Supply Contract.
75. Notwithstanding any provision to the contrary in these terms and conditions (save for clause 36 above), should any dispute arise between the parties with regards to the purchase of Products and/or the rendering of the Services (save for any dispute with regards to any amount outstanding as provided for in clause 36 above), the parties shall, in the first instance, act in good faith in an attempt to resolve the dispute amicably between themselves. This entails one of the parties inviting the other in writing to meet and to attempt to resolve the dispute within ten (10) business days from date of written invitation. If the parties are unable to resolve the dispute amicably between themselves within such time period, either party shall be entitled to submit, by written notice to the other party, that the dispute be referred to arbitration in terms of this clause to be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa for Commercial Arbitrations by an arbitrator appointed by the aforesaid Foundation. The arbitration shall be held in Cape Town, South Africa. The arbitrator's award shall be final and binding between the parties and shall be capable of being made an order of court and the arbitrator shall be entitled to make such award, including an award for specific performance, damages, costs, or otherwise, as he in his discretion may deem fit and appropriate. No provision in this arbitration clause shall be taken as prohibiting either party from approaching the appropriate court in South Africa for the purposes of any interim or interdictory relief.

Assignment

76. The Customer shall not assign the benefit or the burden of any Supply Contract, in whole or in part to any third party without the prior written consent of CHS, which consent may at CHS's sole discretion be withheld.
77. The Customer may not assign or cede its payment obligations hereunder without the prior written consent of CHS.

Miscellaneous

78. The Customer shall take all reasonable steps to (a) protect and hold CHS's Confidential Information in confidence and prevent its disclosure to third parties unless such third parties are known by the Customer to be under a duty of confidentiality to CHS; and (b) restrict its use to those purposes consented to in writing by CHS or permitted by this agreement; provided, however, that the Customer shall not be required to protect or hold in confidence any Confidential Information which (i) is or becomes available to the public without the fault of the Customer, (ii) is independently developed by the Customer, (iii) is disclosed to the Customer by a third party known to the Customer not to be under any duty of confidentiality to CHS with respect to such information or (iv) except as may otherwise be required by law. "**Confidential Information**" means CHS know-how, trade secrets, data, proprietary and business information and all other information advised by CHS to be confidential information or which, by its nature is or should be considered confidential.
79. Notwithstanding any express or implied provisions of this Agreement to the contrary, or any latitude or extension of time which may be allowed by the parties hereto in respect of any matter or thing that the parties are bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the parties' rights which grants the said latitude or extension, rights at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.
80. No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by both parties to this Agreement.
81. The Customer entering into any transaction with CHS expressly warrants that he is either the owner, authorised agent of the owner of any goods and by entering into the transaction he accepts these conditions for himself as well as for all other parties on whose behalf he is acting.
82. The Customer will indemnify CHS and keep CHS indemnified against any demand or claim made and any action or other proceeding brought against CHS arising out of or in connection with any dispute as to the ownership of the goods or as to the person entitled in law to possession thereof.
83. All notices or other communications required or permitted hereunder shall be in writing and given in the English language and shall be either personally delivered, transmitted by pre-paid registered mail (airmail if international) or transmitted by facsimile or e-mail to the parties set forth at the beginning of this Agreement.
84. Notices given by personal delivery shall be deemed to have been received at the time of delivery. Notices given by local mail or airmail shall be deemed to have been received within 5 (five) days and 14 (fourteen) days respectively following the date of posting and notices given by facsimile or e-mail shall be deemed to have been received on the date following transmission. All facsimiles must be confirmed by e-mail at the time of transmission.
85. Reference to "**writing**" or "**written**" means in writing signed by the issuing party and served by any means including facsimile and any form of electronic data interchange, i.e., the transmission of data via electronic communication links between the parties or other machine-readable data media.
86. "**Specifications**" used herein means the technical description (including relevant drawings) of the Products (including any packaging) and/or Services including but not limited to quality assurance programs, data, material content, method of manufacture, testing and generally describing the functional, and finished products requirements.
87. Each provision in this Agreement is severable, the one from the other, and, if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect and shall continue to be of full force and effect.
88. This Agreement replaces any and all pre-existing agreements entered into between the parties hereto in respect of the purchasing of Products and/or performance of Services as from the Effective Date. The Customer confirms that it has no rights under or claims of any nature whatsoever against CHS under any pre-existing agreements.



The following documentation must accompany the credit application:

| | Attached | | Comments |
|--|----------|----|----------|
| | Yes | No | |
| Company Registration Documents | | | |
| Tax Clearance Certificate | | | |
| VAT Registration Certificate | | | |
| Letterhead | | | |
| Cancelled Cheque or Letter from the Bank confirming bank details | | | |
| COIDA - Letter of Good Standing | | | |
| Occupational Health & Safety Policy | | | |
| Quality Documents ISO 9000, 14001, 18001 and SABS Certificates (where applicable) | | | |
| Sector Registrations (where applicable) | | | |
| BBBEE Accreditation Certificate, Affidavit or Letter from your Auditor stating turnover and black ownership if Turnover is less than R 5 Million | | | |
| BBBEE Scorecard Report from an Accredited Agency | | | |