



STANDARD TERMS AND CONDITIONS SILVER BLADE ABATTOIR (PTY) LTD

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless inconsistent with the text:

- 1.1 words incorporating the singular include the plural and vice versa;
- 1.2 words signifying one gender includes the other gender, as well as artificial/juristic persons, such as companies, close corporations and trusts, and vice versa;
- 1.3 headings to clauses are for reference only and should not be used in interpreting the meaning of the text;
- 1.4 the following words shall have the meaning assigned to them:

“this Agreement” shall mean the Terms and Conditions embodied in this document, the annexures hereto and the Application to which this document is annexed;

“the Application” shall mean the Application form completed by the Customer, to which this document is annexed;

“Company” means Silver Blade Abattoir (Pty) Ltd (registration number 2006/029353/07);

“Customer” means the party with whom the Company contracts for the sale of products as set out on the Application form to which this document is annexed;

“Product/s” means any goods of whatsoever nature purchased by the Customer from the Company;

“Contract Price” means the price quoted by the Company and accepted by the Customer for the Product and any service provided by the Company.

2. APPLICATION FOR AN ACCOUNT

- 2.1 By completing the Application and by signing this Agreement, the Customer applies for the opening of an account with the Company on the terms and conditions as set out in this Agreement.
- 2.2 By signing this Agreement, the Company approves the Customer's application for the opening of an account on the terms and conditions set out in this Agreement.
- 2.3 The granting of the Customer's aforesaid application falls in the Company's sole discretion and the Company reserves the right to require the Customer to furnish the Company with guarantees and/or suretyships (that are acceptable to the Company) in order to secure the Customer's compliance with his/her/its current or future contractual obligations to the Company.

- 2.4 The Customer warrants that the information provided by him/her/it in the Application is in all aspects true and correct, failing which the Company shall be entitled to immediately cancel this Agreement and to immediately collect any and all amounts owed to the Company in terms of this Agreement, irrespective of whether such amounts are already due and payable.

3. VOETSTOOTS

- 3.1 The Product is sold to the Customer “voetstoots” and without guarantee.
- 3.2 The Customer acknowledges that he/she/it will not be entitled to institute any claim against the Company, unless he/she/it notifies the Company of any defects in the Product, in writing, within 24 (twenty four) hours of the date and time of delivery of the alleged defective Product.

4. DELIVERY AND OWNERSHIP

- 4.1 Notwithstanding delivery of the Product to the Customer, ownership of the Product remains vested in the Company until the Customer has paid all amounts he/she/it owes to the Company.
- 4.2 The risk in the Product shall pass to the Customer upon delivery thereof to the Customer.
- 4.3 The Product shall be deemed to be delivered to the Customer once the Product is handed to the cartage contractor (where the Customer uses the services of a transporter), or once the Product is collected by the Customer, or when the Product is handed to the Customer, or his/her/its employee, agent or representative.
- 4.4 The Customer acknowledges that any person who alleges that he/she acts on behalf of the Customer and is therefore authorised to take delivery of the Product on behalf of Customer, shall be deemed to have the authority to take the Product into his/her possession and the Customer waives any claim or defense which he/she/it may have against the Company, should the Company release the Product to such a person.
- 4.5 The signature of the Customer, his/her/its employee, agent, representative or a person referred to in clause 4.4 above, of the Company's delivery advise or similar documentation, will be prima facie proof of the delivery of the Product in a good condition to the Customer.
- 4.6 The Company shall endeavour to deliver the Product to the Customer timeously, however, it is agreed that the time of delivery is not material to this Agreement and the Company will incur no liability as a result of any failure by it to deliver the Product within a specified period of time.
- 4.7 The Customer will advise the Company of the full name and address of the landlord where the Products are kept within seven (7) days of its signature hereof in order that the Company may notify the landlord of its ownership in the

Product. Should the Customer fail to so notify the Company, the Customer hereby indemnifies and holds the Company harmless against any action or claim by the landlord in respect of the Products.

- 4.8 The Customer shall automatically be liable to pay the Company a handling fee of 10% of the invoice price of any Product returned by the Customer to the Company, should the Company (in its sole discretion) elect to accept the return of any Product and credit the Customer therefore. Such a handling fee will be set off against the amount credited to the Customer.
- 4.9 Should there be a change in the control of the Customer or a change of the Customer's name, the Customer undertakes to advise the Company of such change in writing within 7 days of becoming aware of the change.

5. PAYMENT

- 5.1 The Contract Price in respect of the Product(s) ordered by and delivered to the Customer shall be paid by the Customer, without deduction or set-off, within 7 (seven) days from the date of the Company's Invoice.
- 5.2 Payment of the Contract Price shall be affected by the Customer into the Company's bank account: ABSA Bank Account; 4094739241, Branch Code: 631005 and the Customer will immediately email: creditors@enterprisefoods.co.za proof of such payment to the Company. The Customer shall be deemed to have paid the Purchase Price only once the Company has received the proof of payment thereof.
- 5.3 The Customer shall quote the invoice or statement of account number against which the supply was made each time a payment in respect of such supply is made by the Customer to the Company.
- 5.4 Payment shall be made in the currency invoiced. The rate of exchange applicable to export sales shall be the rate of exchange applicable on the date of payment.
- 5.5 The Company is entitled to appropriate any payment received from or on behalf of the Customer to any indebtedness of the Customer to the Company from whatsoever cause arising.
- 5.6 The parties agree that the Customer is not in terms of this agreement liable to the Company for the payment of any fee, charge or interest in addition to the Contract Price,
- 5.7 Notwithstanding clause 5.5 above, if any payment is overdue, the Company may without prejudice to its other remedies and without prior notice:
 - 5.7.1 charge interest on all late payments at the prevailing prime bank lending rate plus 2% per annum;
 - 5.7.2 take possession of goods delivered and not paid for;

STANDARD TERMS AND CONDITIONS

SILVER BLADE ABATTOIR (PTY) LTD (*Continue*)

5.7.3 defer further deliveries or performance until payment is made;

5.7.4 cancel the remainder of the Agreement and recover and claim from the Customer all monies due or owing by the Customer for goods delivered or services rendered; as well as the full contract price of all goods completed but not delivered; the full cost to the Company of the goods in the course of manufacture or services being performed and any other damages sustained by the Company.

5.8 If payment of any particular purchase made hereunder is overdue, the purchase price for all purchases made hereunder shall immediately become due and payable by the Customer to the Company.

5.9 The Customer shall not be entitled to withhold payment of the Contract Price for any reason whatsoever, notwithstanding that a dispute may be pending between the parties, nor shall the Customer be entitled to make any deduction from the Contract Price or to set off any alleged claim against the amounts due by the Customer to the Company.

6. CERTIFICATE

6.1 A certificate issued and signed by a Director, or a duly authorised Manager of the Company (whose authority need not be proven) stating the amount owed by the Customer to the Company, will constitute prima facie proof of the facts stated therein, and the amount of the indebtedness of the Customer to the Company.

6.2 Such a certificate may be used in support of any application by the Company for default judgment, provisional sentence or summary judgment or any other legal proceeding.

7. STORAGE

7.1. Should the Company for any reason have to store the goods, the Company shall not be liable for any loss or damage to the goods, irrespective of how such loss or damage occurs, and irrespective of whether that it in any way attributable to the negligence of the Company or any of its servants, agents or subcontractors. The Company shall be entitled to levy reasonable storage charges as well as any other charges incurred in the preservation of the goods.

8. LIMITATION OF LIABILITY

8.1. Notwithstanding anything contained herein, the Company shall not be liable for any loss of profits, or consequential losses of any nature which the Customer may sustain as a result of the failure to carry out any of its obligations in terms of this Agreement or resulting from a defect in the Product, and the Customer waives all and any claims which he/she/it may have against the Company in respect of loss of profits or indirect damages.

8.2. The Company has no liability if any services, goods, written material, name, style, mark, patent, design, drawing, label or work ordered by the Customer, or the application of goods ordered by the Customer, contravenes or infringes any law, regulations or rights of third parties. To the maximum extent allowed by law, the Customer indemnifies the Company against all claims and costs attributable to any such contravention or infringement.

9. INDEMNITIES

9.1. The Customer hereby indemnifies the Company against any and all claims or losses howsoever arising (whether in contract, delict statutory or otherwise, including but not limited to, direct, indirect and consequential damages and third-party claims (including for personal injury and/or death, including a breadwinner's claim) which may arise.

9.2. In the event that the Consumer Protection Act 68 of 2008 ("CPA") is applicable to this Agreement, the Customer waives all of its rights in terms of the CPA and undertakes not to attempt to make use of any of the remedies in the CPA. The Parties further agree, to the maximum extent allowable by law, that the Customer indemnifies the Company against any and all claims under section 61 of the CPA.

9.3. In the event that the National Credit Act 34 of 2005 ("NCA") is applicable to this Agreement, the Customer waives all of its rights in terms of the NCA and undertakes not to attempt to make use of any of the remedies in the NCA.

10. PRODUCT RECALL

10.1. In the event of the Company deciding to undertake product recall of any of its products supplied to the Customer, the Customer shall at its own cost, promptly assist the Company in tracking the whereabouts of all affected products and obtaining return of all of them. In order to facilitate this, the Customer undertakes to keep full and up to date records of the whereabouts, distribution and sales of the Company's products. Should any recall be necessitated by a problem which arose in respect of the Company's products after delivery to the Customer or due to any act or omission by the Customer or its agent, the Customer shall indemnify the Company against all expenses and losses, and issue a public apology if required by the Company.

11. FORCE MAJEURE

11.1. In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout, weather, illness etc. the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

11.2. If and when the period of such incapacity exceeds six months, then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

12. SURETYSHIP

12.1 This Agreement will be subject to the condition that the Customer's directors or members (as the case may be and if applicable) bind themselves as sureties and co-principal debtors to the Company for the due and punctual payment of all amounts and the performance of all obligations which may at any time be owing by the Customer to the Company.

12.2 In this regard the Customer's directors or members (as the case may be and if applicable) are required to sign the deed of suretyship annexed to this document.

13. BUSINESS RESCUE

13.1. In the event that:

13.1.1. The Customer becomes financially distressed or encounters financial difficulty or is reasonably likely in the next six months to be insolvent (i.e. it is reasonably likely the Customer will be unable to pay all of its debts as they become due in the next six months);

13.1.2. The Customer will in the next six months not satisfy the Solvency and Liquidity Requirements as provided for in the Companies Act 71 of 2008; or

13.1.3. court proceedings have been instituted, either by the Customer or by a third party, to place the Customer under Business Rescue proceedings; or

13.1.4. a shareholder, the Chairman, Managing Director, Chief Executive Officer or Board of the Customer is considering placing the Customer under Business Rescue proceedings by resolution, or the Customer becomes aware of any other person's intention to apply for this; the Customer undertakes that it will give written notice to the Company, not less than 10 (TEN) days before any resolution is taken to place the Customer under Business Rescue proceedings, or immediately upon service on the Customer of action or application which seeks to place the Customer under Business Rescue proceedings, informing the Company of the general financial position of the Customer and of the possibility that the Customer may be placed under Business Rescue proceedings in the near future.

13.2. Upon receipt of notice in terms of clause 12.1, the Company shall be entitled, without any penalty of any kind whatsoever, to:

13.2.1. cancel the Agreement or any part thereof;

13.2.2. suspend any and all deliveries by the Company, or any other third party contracted by the Company, to the Customer; and

STANDARD TERMS AND CONDITIONS

SILVER BLADE ABATTOIR (PTY) LTD *(Continue)*

13.2.3. demand immediate payment of all amounts owing by the Customer to the Company, whether such payments are already due and payable to the Company or not.

13.3. In the event that the Customer fails to give notice to the Company of the financial position of the Customer in terms of clause 12.1, such failure to give notice shall amount to a material breach of this Agreement and shall entitle the Company to cancel this Agreement with effect from the date of the breach as estimated by the Company, without any penalty of any kind whatsoever, notwithstanding that the Customer may subsequently have been placed under Business Rescue proceedings, either by the passing of a resolution or by court order.

14. NATIONAL CREDIT ACT AND CONSUMER PROTECTION ACT

14.1. The Parties agree that the National Credit Act 34 of 2005 ("NCA") does not apply to this Agreement or the underlying transaction, as the Customer is a juristic person with an asset value and/or annual turnover exceeds the threshold value prescribed in section 7(1) of the NCA, and this Agreement is not a credit agreement as defined in the NCA. In the event that the Parties' interpretation of the NCA is incorrect, the Customer waives all of its rights in terms of the NCA and undertakes not to attempt to make use of any of the remedies in the NCA.

14.2. The Parties agree that the Consumer Protection Act 68 of 2008 ("CPA") does not apply to this Agreement or the underlying transaction, as the Customer is a juristic person with an asset value and/or annual turnover which exceeds the threshold value prescribed in section 6 of the CPA. In the event that the Parties' interpretation of the CPA is incorrect, the Customer waives all of its rights in terms of the CPA and undertakes not to attempt to make use of any of the remedies in the CPA.

15. PERSONAL INFORMATION OF THE CUSTOMER

15.1. The Customer acknowledges that it is familiar with the provisions of the Protection of Personal Information Act, No.4 of 2013 ("POPI") and that it knows and understands its rights in terms thereof and as such hereby consents (as data subject) to:

15.1.1. voluntarily provide its personal information to the Company (as responsible party) for the purpose of:

15.1.1.1. the conclusion of this Agreement;

15.1.1.2. the performance by either Party in terms of this Agreement; and/or

15.1.1.3. the enforcement of the rights or obligations of either Party in terms of this Agreement, in accordance with section 13 of POPI.

15.1.2. the processing of its personal information by the Company (as responsible party) in accordance with section 11(1) of POPI, which the Customer acknowledges and agrees is necessary to carry out actions for the conclusion or performance of this Agreement;

15.1.3. the Company (as responsible party) collecting its personal information from another source to maintain the legitimate interests of the Company in accordance with section 12(2)(d)(v) of POPI, which the Customer acknowledges and agrees will be the case where the Customer's personal information is required by the Company to enforce any of its rights in terms of, arising out of or which are in any way connected to this Agreement; and

15.1.4. the processing of its special personal information by the Company (as responsible party):

15.1.4.1. generally, in accordance with section 27(a) of POPI, in so far as the special personal information pertains to or is required by the Seller to enforce any of its rights in terms of, arising out of or which are in any way connected to this Agreement; and

15.1.4.2. in accordance with section 27(b) of POPI for the establishment, exercise or defence of a right or obligation in law, which the Customer acknowledges and agrees will be the case where the Customer's special personal information pertains to, or is required by the Company to enforce any of its rights in terms of, arising out of or which are in any way connected to, this Agreement

15.1.5. the transfer of its personal information by the Company (as responsible party) to a third party who is in a foreign country, generally, in accordance with section 72(1)(b) of POPI, in so far as the personal information pertains to, or is required by the Company to enforce any of its rights in terms of, arising out of or which are in any way connected to, this Agreement

15.1.6. the Company (as responsible party) generally collecting (including collection from any third party or source other than the Company), receiving, recording, organising, collating, storing, updating, modifying, retrieving, altering, consulting, using, processing for purposes of direct marketing, transmitting (including transmission to a third party in a foreign country), distributing (including distribution in another form), subjecting to further processing, merging, linking, restricting, degrading, erasing and destroying its personal information.

15.1.7. that the Company need not comply with the notice requirements in section 18(1) of POPI.

16. PERSONAL INFORMATION OF EMPLOYEES AND DIRECTORS OF THE CUSTOMER

16.1. To extent that the Company (as responsible party) acquires and retains the personal information of employees and/or directors of the Customer, the Parties agree that clause 13 above shall apply mutatis mutandis to such personal information received and retained by the Company.

16.2. In the event that the Company (as responsible party) acquires and retains the personal information of employees and/or directors of the Customer, the Customer undertakes to obtain from its said employees and/or directors the required consent in terms of POPI

16.3. The Customer further agrees to indemnify the Company against any and all claims from any of its employees and/or directors which may arise under POPI and/or any other law relating to acquisition and retention of personal information.

17. BREACH

17.1. In the event of either party to this agreement committing a breach of any of these terms and conditions and remaining in breach for a period of 7 days after receipt by it of written notice from the aggrieved party calling for such breach to be remedied, then without prejudice to any other rights which the aggrieved party may have in law, the aggrieved party shall be entitled to:

17.1.1. enforce the immediate compliance by the defaulting party with all the terms and conditions of this Agreement; or

17.1.2. terminate this Agreement and claim damages from the aggrieved party for its breach of this Agreement

17.2. The defaulting party shall be liable to the aggrieved party for all legal fees incurred by the aggrieved party on the attorney own client scale, including collection commission.

18. INDULGENCE

No relaxation or indulgence, including the acceptance of late payments by the Company, will be deemed to be a waiver by the Company of any of its rights to enforce strict compliance by the Customer of any of his/her/its obligations in terms of this Agreement, nor will such relaxation or indulgence be regarded as a novation of any of the terms and conditions of this Agreement.

19. NO VARIATION

No variation, amendment or addition to this Agreement will be of any force and effect, unless such a variation, amendment or addition is reduced to writing and is signed by the Company and the Customer.

STANDARD TERMS AND CONDITIONS SILVER BLADE ABATTOIR (PTY) LTD *(Continue)*

20. COSTS

All costs and disbursements (including legal costs on an attorney and client scale) incurred by the Company in recovering possession of the Product, or in tracing the Customer and/or the Product, or in collecting or endeavouring to collect all or any amounts payable by the Customer to the Company in terms of this Agreement, together with any and all applicable collection commission, storage charges, costs of the valuation of the Product(s), costs of sale of the Product(s), including the costs of repairing and restoring the Product(s) to a saleable condition, selling commission, dismantling, removal and all other charges of a like nature, are payable by the Customer to the Company on demand.

21. JURISDICTION

12.1 The Company and the Customer hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of all legal proceedings connected with this Agreement, notwithstanding the possibility that the value of the matter in dispute might exceed the jurisdiction of the Magistrate's Court.

12.2 Notwithstanding the aforesaid, the Company is entitled to institute action in the High Court having jurisdiction.

22. DOMICILIUM

13.1 The parties hereby choose their respective domicilia citandi et executandi for all notices and processes as their respective addresses indicated in the Application.

13.2 Any notice of any change of address must be given in writing by the party concerned and delivered by hand or sent by registered mail to the other party. The address so notified then becomes the relevant party's new domicilium citandi et executandi.

13.3 In the event of either party indicating a telefax number in the schedule hereto, or in the Application, the parties agree that, unless the contrary is proved, any notice sent by telefax is deemed to have been received on the day of dispatch thereof.

23. LAW TO APPLY

This Agreement is in all respects governed and construed in accordance with the laws of the Republic of South Africa.

24. SEVERABILITY

If any provision of this Agreement is unenforceable, then the Company shall be entitled to elect (which election may be made at any time)

that such provision shall be severed from the remaining provisions of this Agreement which shall not be affected and remain in full force and effect.