

## CONDITIONS OF SALE

1. These Conditions of Sale do not constitute a waiver by House of Monatic of any of its rights under Common Law.
2. All goods ordered will be invoiced by House of Monatic to whom payments is to be made.
3. Under no circumstances is House of Monatic responsible for any consequential loss or damage or loss of profits which the Purchaser may suffer by reason of House of Monatic's failure to carry out any one of its obligations to the Purchaser.
4. All orders are binding upon the Purchaser unless the Purchaser is given notice in writing to the contrary by House of Monatic.
5. Prices quoted exclude delivery costs and insurance, which are for the purchaser's account. All goods are sold and despatched free on rail from the House of Monatic's factories at the Purchaser's risk. Having handed the goods to the Purchaser or his/its representative or to South African Transport Services or Airways or the Post Office, risk of the goods passes to the Purchaser unless the Purchaser has authorised House of Monatic to ensure the goods on its behalf.
6. Outsizes are subject to surcharge, which shall be added to the purchase price for the relevant goods.
7. All reasonable efforts will be made to ensure despatch of the goods ordered by the Purchaser on or before the date specified or otherwise agreed. However, late delivery shall not invalidate any order provided that the goods are despatched within 21 days beyond the dates specified. The Purchaser agrees to accept deliveries by House of Monatic.
8. House of Monatic shall not be liable for any loss or damage of the non-delivery of the goods or for any delay executing delivery caused by force majeure, Acts of God, war, riots, civil commotion, strikes, lockouts, transport delays, mechanical breakdown, restrictions by Government, non-availability or shortage of raw materials and without in any way being limited by the foregoing, generally by any other cause beyond the control of House of Monatic.
9. **Ownership of the goods sold in terms hereof and in respect of all goods sold by House of Monatic to the Purchaser is hereby reserved to House of Monatic until such time as payment is made by the Purchaser to House of Monatic of all amounts due and owing from whatsoever cause arising. Any payments made by the Purchaser shall be deemed to the appropriated goods sold by the Purchaser to its customer in the ordinary course of business notwithstanding any specific appropriation by the Purchaser in respect of such payments.**
10. Goods bearing any of the trademarks of which House of Monatic is the owner, or lawful user; are delivered to the Purchaser on the expressed condition that none of such goods shall be delivered to anyone else for resale without the prior written consent of House of Monatic.
11. Should import duties on raw materials used by House of Monatic be increased or should any other duty, rate or impost be imposed subsequent to the date hereof, House of Monatic shall be entitled to increase the prices stipulated in this order so as to compensate for the effect of such increase or imposition of such duty, rate or impost.

12. Payment for the goods invoiced in terms of this order, must be made when each invoice becomes due and payable. No deduction may be made by the Purchaser from any invoice without the written authority of House of Monatic. Interest will be charged on the overdue portion of the account monthly in arrears at a rate of prime plus 2% as charged by the bankers of House of Monatic from time to time.
13. In House of Monatic's sole discretions and without specifying a reason therefore, House of Monatic shall be entitled to either delay or refuse delivery of the goods ordered in terms hereof until satisfactory arrangements for payment have been made failing which House of Monatic may terminate this order.
14. Should House of Monatic agree in writing to grant the facility for payment of any amount due by it to House of Monatic punctually on due date as arranged between the parties hereto, then in such event the full amount owing by the Purchaser to House of Monatic shall forthwith become due and payable notwithstanding the terms of the agreement between them.
15. Should House of Monatic agree in writing to grant the facility for payment of the amount due by the Purchaser by way of post-dated cheques, such cheques must be received by House of Monatic within 30 days from the date of monthly statement on which the facility was granted, failing which the full amount immediately becomes due and payable.
16. Subject to the provisions of paragraph 9 above, notwithstanding any specific appropriation by the Purchaser in respect of such payments, House of Monatic shall be entitled to appropriate payments received from the Purchaser, first to its indebtedness in respect of interest and thereafter whatsoever cause and wherever arising.
17. These conditions supersede and take precedence over any conditions stipulated by the Purchaser regarding goods sold to the Purchaser.
18. No variation of these conditions shall be binding on House of Monatic unless confirmed in writing by an Executive Officer of House of Monatic.
19. Subject to provisions of section 45 of the Magistrate's Court Act, the Purchaser hereby consents to the jurisdiction of the Magistrate's Court for any legal action which House of Monatic may wish to institute against the Purchaser for recovery of any amounts payable in terms of orders placed by the Purchaser with House of Monatic. Nothing contained in this clause shall oblige House of Monatic to institute action in such Magistrate's Court and House of Monatic shall at all times have the right to institute action in any High Court of South Africa having jurisdiction herein.
20. Each paragraph, clause, term and provision of these conditions of sale and any portion thereof shall be considered severable and if, for any reason any part of these conditions of sale are held to be invalid, contrary to, or in conflict with any other applicable present or future law or regulations or in terms of a binding judgement issued by any court, it shall not impair the operation of, or have any other effect upon, such other portions of these conditions of sale as may remain otherwise intelligible, which shall continue to be given full force and effect and bind parties hereto.
21. In any reference herein to "House of Monatic" shall mean House of Monatic (Proprietary) Limited.