

TERMS & CONDITIONS

1. DEFINITIONS

In these Standard Terms and Conditions, including the annexures to these Standard Terms and Conditions, unless a contrary intention clearly appears the following terms shall have the meanings assigned to them in this clause and cognate expressions shall have corresponding meanings –

- 1.1. "The Seller" means Victor Soap Industries (Pty) Ltd.
- 1.2. "days" means calendar days unless the context of these terms and conditions indicate otherwise.
- 1.3. "the Purchaser" means the Company, Sole proprietor, Close Corporation or Trust that has at he/she/its special instance and request ordered or purchased goods from the Seller.
- 1.4. "this Agreement" means the terms and conditions contained herein.

2. APPLICATION OF THESE TERMS AND CONDITIONS

These Standard Terms and Conditions shall apply to all contracts of sale of goods and/or supply of services by the Seller to the Purchaser and no terms or conditions appearing in any of the Purchaser's documents, including the Purchaser's buying order, which are at variance with these conditions shall be binding on the Seller unless specifically agreed to in writing by the Seller.

3. CONSENT TO JURISDICTION

Notwithstanding the amount which may at any time be owing by the Purchaser to the Seller, the parties do hereby consent to the jurisdiction of section 45 of the Magistrate's Court Act 32 of 1944 (as amended from time to time), to the jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by the Seller against the Purchaser arising out of any transaction between the parties, it being recorded that the Seller shall be entitled, but not obliged, to bring any action or proceeding in the said court.

4. CONSENT TO SHARING OF INFORMATION

- 4.1. The purchaser and any person who may sign the Deed of Suretyship contained in these terms and conditions specifically warrants that the Seller has consent to:
 - 4.1.1. Carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other Sellers (trade references) of the Purchaser;
 - 4.1.2. The Seller may transmit details to credit bureaus, credit information agents, credit insurance companies or other Sellers (trade references) of the Purchaser on how the Purchaser has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for the purpose of making risk management decisions and preventing fraud;
 - 4.1.3. If the Purchaser fails to meet his/her/its obligations to the Seller in terms these terms and conditions, the Seller may record the Purchaser's non-performance with the credit bureaus, credit information agents, credit insurance companies or other Sellers of the Purchaser (trade references) of the Purchaser.

5. THE PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013 ("POPI Act")

- 5.1.1.** The Purchaser is hereby notified that its personal information and, if applicable, that of its representative/s and other parties provided to the Seller herein or otherwise, will be processed by the Seller as envisaged in the POPI Act, primarily for the purposes of enabling the SELLER to consider the PUCHASER's application for credit facilities with it and to conclude agreements with the SELLER in respect of the hiring of vehicles and ancillary goods and services to it.
- 5.1.2.** The SELLER is the responsible party in respect of such personal information, as envisaged in the POPI Act, and its address and contact details appear at the top of page 1 hereof.
- 5.1.3.** The PUCHASER and, if applicable, its said representative/s and other parties acknowledge/s that:
- 5.1.3.1. the furnishing by him, her, them or it (as the case may be) of such personal information is voluntary and not mandatory; and
 - 5.1.3.2. the consequence of failure to provide such personal information could lead to the inability of the SELLER to consider the PUCHASER's application for credit facilities with it and/or the inability of the SELLER to conclude agreements with the PUCHASER in respect of the hiring of vehicles and ancillary goods and services.
- 5.1.4.** The PUCHASER and, if applicable, its said representative/s and other party/ies acknowledge/s and confirm/s that the SELLER may process his, her, their or its (as the case may be) information, including information regarding:
- 5.1.4.1. Identifying information, such as: business name, business registration number, business address, director/member names, director/member ID numbers, physical and postal addresses, e-mail addresses, contact numbers;
 - 5.1.4.2. Account History or Payment Profile: the PUCHASER's account history or payment profile, which is a record of all known accounts that the PUCHASER has or had with credit or service providers and a history of how those accounts are paid by the PUCHASER;
- 5.1.5.** Enquiries: a list of credit or service providers authorised (with consent) or permitted in terms of the NCA to receive a credit report;
- 5.1.6.** Public Records: Information that is publicly available as permitted by law such as judgments, administration orders, sequestrations, and rehabilitation, liquidation applications, company registration information, tax information; and
- 5.1.7.** Default Data: whether any default is recorded on the PUCHASER's credit profile if it failed to make payment to any of its Sellers. Default data is submitted by the credit or service providers to the credit bureaus.
- 5.1.8.** The processing of information by the SELLER includes the collection, storage, updating, use, making available and/or destruction thereof, so as (amongst others) to enable the SELLER to:
- 5.1.8.1. Comply with its obligations in terms of the law.
 - 5.1.8.2. consider the PUCHASER's application for credit facilities with it;
 - 5.1.8.3. conduct affordability assessments, credit assessments and/or credit scoring in respect of the PUCHASER;

- 5.1.8.4. conclude agreements with the PUCHASER in respect of the sale of the purchaser's goods;
- 5.1.8.5. exercise its rights and to perform its obligations in terms of any agreement with the PUCHASER;
- 5.1.8.6. perform historical, statistical and/or research functions;
- 5.1.8.7. develop, deliver, and improve its products, services, content, and advertising;
- 5.1.8.8. improve the SELLER's services, customer communications and for the SELLER's internal purposes such as auditing, data analysis, and research to;
- 5.1.8.9. enforce the terms on any agreement concluded with the PUCHASER, including but not limited to, when the PUCHASER is in default or breach of this Agreement's provisions and/or to trace the whereabouts of the PUCHASER for purposes of such enforcement and/or collection;
- 5.1.8.10. deliver legal and/or other documents and/or notices to the PUCHASER.

5.1.9. The PUCHASER and, if applicable, its said representative/s and other parties acknowledge/s and confirm/s that the SELLER may share his, her, their or its (as the case may be) personal information with the following persons (amongst others) whom have an obligation to keep the personal information secure and confidential:

- 5.1.9.1. any of the SELLER's divisions, affiliated or subsidiaries or third-party providers, such as credit rating agencies and/or third-parties who request a trade reference.
- 5.1.9.2. attorneys, tracing agents, debt collectors and/or other persons that assist with the enforcement of this Agreement;
- 5.1.9.3. law enforcement and/or fraud prevention agencies;
- 5.1.9.4. regulatory authorities, governmental departments, local and/ or international tax authorities and/or other persons that the SELLER under law has to share the personal information with;
- 5.1.9.5. persons to whom the SELLER cedes its rights and/or delegates its obligations in terms of this Agreement; and
- 5.1.9.6. contractors and/or employees of the SELLER who are required to be informed of the personal information in order to enable the SELLER to comply with any quotation to and/or agreement with the PUCHASER in respect of purchasing the Purchaser's goods.

5.1.10. The PUCHASER, and, if applicable, its said representative/s and other parties acknowledge/s and confirm/s that the SELLER may process his, her, their or its (as the case may be) personal information, including the processing of personal information by using automated means (without human intervention in the decision making process) so as thereby to make a decision about the PUCHASER, including about the PUCHASER's request for credit facilities with the SELLER.

5.1.11. The PUCHASER and, if applicable, its said representative/s and other parties acknowledge/s and confirm/s that he, she, they or it (as the case may be) may:

- 5.1.11.1. access the information that the SELLER has about him, her, them and/or it (as the case may be) and may request the SELLER to correct and/or delete the information if it is inaccurate, irrelevant, excessive, out of date, incomplete,

misleading, obtained unlawfully and/or no longer authorised to be kept, and may file a complaint with the Seller's Information Officer and/or the Information Regulator (info@justice.gov.za) established in terms of the POPI Act about an alleged contravention of the protection of his, her, their or its (as the case may be) information; and

5.1.12. withdraw his, her, their and/or its (as the case may be) consent which allows the PUCHASER to process his, her, their or its (as the case may be) information, except if otherwise allowed, and/or required by law. The PUCHASER acknowledges that should it exercise its rights herein that the SELLER may have to suspend the provision selling the Purchaser's goods to it or even terminate the relationship with the PUCHASER. The SELLER's records are subject to regulatory retention periods, which means that it may not be able to delete or destroy the PUCHASER's personal information immediately upon request

6. DOMICILIUM ADDRESS

- 6.1. The Purchaser hereby nominates its, delivery address, alternatively its email address, alternatively its physical address appearing on any letterhead or email signature used to place the order as its Domicilium Citandi Et Executandi for the service of all notices and service of all legal process in connection with any claim due to the Seller arising out of this application and these terms of conditions.
- 6.2. The Purchaser undertakes to notify the Seller in writing within 7 days of any change of address.
- 6.3. The Purchaser undertakes to notify the Seller, in writing, within 20 (twenty) days of any change of ownership of the Purchaser's business, or should Purchaser be a company, of its share transactions whereby the majority shareholding is affected. The Purchaser acknowledged that immediately upon change of ownership in the Seller, any outstanding amount whether due or not shall be deemed to be forthwith payable by the Purchaser to the Seller.

7. PAYMENT TERMS

- 7.1. The Purchaser agrees that any amount reflected in a Tax Invoice as issued by the Seller shall be due and payable unconditionally Cash on Delivery; or IF the Purchaser is a credit approved customer by the Seller then and in that event payment is due strictly within 30(thirty) days of presentation of a statement.
- 7.2. If the Purchaser fails to in writing, advise on alleged incorrect amounts per invoices or, calculated amounts thereon or errors, with 14 days of presentation of the Seller's invoice the Purchaser is deemed to be satisfied with the product and the invoiced amounts.

8. VALID ORDERS

In the event of any order given to the Seller on an order form, email or any other physical or electronic document reflecting the name of the Purchaser as the entity from which the order emanates, such order shall be deemed to have emanated from the Purchaser, notwithstanding the fact that such order may have been given, transmitted or signed by a person not authorised by the Seller, and such order will be deemed to constitute a valid order and a valid delivery subsequent thereto. It is the sole responsibility of the Purchaser to determine that the goods, prior to or upon the goods having been ordered, are suitable for the purpose of the intended use.

9. DELIVERY

- 9.1. The Purchaser agrees that the signature of any agent, sub-contractor or employee of the Purchaser on the Seller's official deliver notes, invoice/waybill, or delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 9.2. Any delivery date stated on any order confirmation is approximate only. The Seller shall not be bound by that date, but will make all reasonable efforts to deliver on that date.
- 9.3. Whilst the Seller will endeavour to ensure that the goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods and the Purchaser shall not be entitled to refuse acceptance of such late deliveries.
- 9.4. The risk in and to the goods shall pass from the Seller to the Purchaser at the time of delivery notwithstanding that ownership will not pass to the Purchaser until full payment of the purchase price.

10. TRANSPORTATION & RISK

- 10.1. In the event that the Purchaser takes delivery of the goods by collecting from the Seller's premises then the risk to goods shall be deemed to pass to the Purchaser upon commencement of loading the goods in or upon the Purchaser's or Purchaser's agent or the Purchaser's subcontractor vehicle(s).
- 10.2. The Purchaser shall not be liable for the loss or damage to any property left or transported in or upon the vehicle, irrespective of whether or not the loss or damage resulted from the negligence of the Purchaser, its agents or employees. The Seller hereby assumes full responsibility for such loss or damage, and hereby waives all claims against the Seller arising therefrom and the Purchaser hereby indemnifies the Seller in respect of all claims arising therefrom.
- 10.3. The Purchaser will be responsible for loading the goods onto its provided vehicle, however, the Seller may, if specifically requested to do, so assist the Purchaser or its agent, employee or its subcontractor with such loading, provided that the Purchaser will be liable for all damage or whatever nature or cause.

11. RESERVATION OF OWNERSHIP

Until such time as the Purchaser has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods remain vested in the Seller who shall, in its sole discretion, without notice to the Purchaser, 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 Purchaser 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 the Seller. The Purchaser hereby waives any right it may have for a spoliation order against the Seller.

- 12. PRICE REVISION:** Where the Seller has no list price for the product sold, any price mentioned is subject to reasonable adjustment to take into account any increase in cost to the Seller by virtue of foreign exchange fluctuations, currency regulations, changes in duties or taxes, increases in cost of raw material, labour or transport or any other causes beyond the control of the Seller

13. COPYRIGHTS

The Purchaser acknowledges the Seller's intellectual property rights in the goods and shall not infringe such intellectual property rights.

14. DEFAULT IN PAYMENTS

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

15. INTEREST ON OVERDUE ACCOUNTS

In the event that Purchaser does make payment on or before the due date for payment for any goods purchased and/or services provided then the Purchaser shall be obliged to pay the Seller interest thereon at the Prime Rate plus 2% calculated from the due date until payment (both dates inclusive) which interest shall be calculated daily and compounded monthly in arrears on the last day of each month. The "Prime Rate" shall mean the rate publicly quoted by The Seller's bankers, from time to time, as being its prime rate (expressed as a nominal annual compounded monthly in arrear rate), calculated on a 365 day a year factor, irrespective as to whether or not the year is a leap year and prima facie proven, in the event of there being a dispute in relation thereto, a certificate signed by any manager of the aforesaid bank (whose appointment, qualification or authority need not be proven) shall be conclusive proof of the Prime Rate.

16. LEGAL COSTS

Should the Seller instruct its attorneys or collection agents to collect any overdue amounts, or take any action against the Purchaser in the implementation or protection of the Purchaser's rights, the Purchaser shall be entitled to the recovery of all legal and/or collection costs arising therefrom, on the scale as between attorney and client and at the maximum collection commission percentage as determined from time to time by the legislation, rules of court or rules and/or legislation and rules regulating debt collection agencies as the case may be.

17. WARRANTY

The Seller makes no warranty, whether express or implied, concerning the product other than that it shall be of the specifications stated on the product. The Seller makes every effort to furnish suitable products for the purpose intended. However, as the use of these products is beyond the control of the Seller, no guarantee or warranty can be given as to the ultimate result. The Purchaser is cautioned to determine, by testing, the suitability of samples or products supplied. All products sold and samples submitted for testing are supplied at the sole risk of the Purchaser without any warranties expressed or implied. If, however, any goods supplied by the Seller on inspection and in the Seller's opinion prove to be defective, the Seller will at the Seller's option either replace the goods or refund the purchase price paid. The Seller shall have no liability whatsoever beyond such replacement or refund for any injury, loss or damage arising from the cause whatsoever. The Seller agrees to inspect the product supplied hereunder immediately after delivery and to give notice in writing of any claim within 3 (three) days of delivery. Failure to give notice in writing aforesaid within the specified time constitutes an unqualified acceptance of the product and a waiver of all claims with respect thereto.

18. LIMITATION OF LIABILITY

18.1. The Seller will not be in any way responsible for losses; consequential losses, damages, delays caused by or arising from natural disasters, Acts of God, unavoidable accidents of any kind, acts by the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened working 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 with the Republic of South Africa or anywhere else or any other cause or contingency whatsoever beyond the control of the Seller.

18.2. The Purchaser hereby indemnifies and holds the Seller harmless against any claim that may be brought against the Purchaser in consequence of such goods being defective and causing any damage whatsoever, whether such damage be as a result of an accident, negligence, gross negligence or otherwise.

19. GENERAL

19.1. These terms of conditions constitute the entire agreement between the Seller and the Purchaser and any term thereof whether express or implied or excluded herefrom and variations, cancellations or additions to this agreement shall be of no force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.

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

19.3. No latitude, extension of time or other indulgences which may be given or allowed by either party to the other party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either party under this agreement, shall in any circumstances be construed to be an implied consent or election by such party to operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

19.4. The Purchaser expressly acknowledges that he/she/it has read these terms and conditions, which has been specifically drawn to his/she/its attention by the Seller in its invoice/quotation/delivery note or any other official documents of the Seller that were provided to the Purchaser and by placing an order with the Seller hereby expressly acknowledges and agrees to be bound by these terms and conditions.