

STANDARD TERMS AND CONDITIONS OF DON BURGER TRADING AS AFRICAN STORY

SUBJECT TO TERMS AND CONDITIONS HERETO WHICH THE CUSTOMER
ACKNOWLEDGES HAVE BEEN READ AND UNDERSTOOD

WHEREAS AFRICAN STORY and the customer agree as follows:-

1. INTERPRETATION

1.1. In this agreement, unless the context clearly otherwise indicates:-

1.1.1. words importing any one gender include the other;

1.1.2. words importing the singular include the plural and vice versa;

1.1.3. persons include created entities (corporate or un-incorporate) and the state and vice versa.

1.2. clause headings are for convenience and shall not be used in its interpretation.

2. DEFINITIONS

2.1. "this agreement" means the entirety of this agreement and shall include all annexures and schedules annexed to this agreement from time to time.

2.2. "AFRICAN STORY" means Don Burger trading as AFRICAN STORY.

2.3. "the customer" means the person whose name appears ex facie this agreement, or any other person/s at whose request or on whose behalf AFRICAN STORY undertakes to provide services, do any business or provide any advice and/or goods.

2.4. "services" means the services of whatsoever nature that AFRICAN STORY may provide to the customer from time to time, which services shall include but not be limited to the manufacture, repair, alteration of leather goods.

2.7 "the goods" means all and any goods manufactured and or repaired by AFRICAN STORY for and behalf of the customer.

3. RECORDAL

3.1. AFRICAN STORY hereby sells and the customer hereby purchases goods from AFRICAN STORY subject to the terms and conditions of this agreement.

4. RISK

4.1 The risk of damage to or destruction of goods passes to the customer on delivery thereof by AFRICAN STORY to the customer or its agent or when the goods have been made available for collection by AFRICAN STORY or its agents (collectively referred to as "delivery"). 4.2

On delivery the customer will be deemed to have accepted the goods ordered by it, which goods will be deemed to be in proper order and free of defects.

5. DELIVERY

5.1. The customer shall accept delivery whenever it is tendered and shall not be entitled to resile from the agreement nor to withhold or defer any payment nor to a reduction in price nor to any other right or remedy against AFRICAN STORY, its servants, agents or any other persons for whom it is liable in law (in whose favour this constitutes an stipulation alteri) whether for losses, costs, damages, expenses, interest or otherwise (not limited ejusdem generis) on account of delays in effecting delivery, partial delivery or non-delivery, whether occasioned by any negligent (including grossly negligent) act or omission on the part of AFRICAN STORY, its servants, agents or any other persons for whom it is liable in law, or not.

6. QUOTATIONS

6.1. All quotations furnished by AFRICAN STORY will remain valid for a period of fourteen (14) days from the date reflected on the quotation.

6.2. AFRICAN STORY may accept or reject in whole or in part any order placed on it by the customer pursuant to the quotation. Accordingly, an agreement shall only come in to force between AFRICAN STORY and the customer if after receipt by AFRICAN STORY of the customer's order or acceptance of the quotation, AFRICAN STORY confirms to the customer that such an agreement has been concluded or if AFRICAN STORY tenders to perform or performs in terms of the agreement.

6.3. Quotations are based on the estimated time to be spent by AFRICAN STORY in providing the services. AFRICAN STORY accordingly reserves the right to charge, at its hourly rate as at date of signature, for additional time incurred arising from whatsoever cause including but not limited to unforeseen problems.

7. INVOICE AND PAYMENT

7.1. Invoices are rendered by AFRICAN STORY on a nett basis and are payable by the customer on presentment.

7.2. The customer shall effect payment of all amounts due to AFRICAN STORY at AFRICAN STORY's offices as reflected ex facie this agreement, or as otherwise agreed between the parties.

7.3. Presentment of an invoice shall not be a precondition to payment and the customer shall pay the service fee due to AFRICAN STORY on telephonic demand.

7.4. Payment shall be effected by the customer free of deduction, exchange or set-off and in this regard the customer acknowledges that it has no right to withhold payment for any reason whatsoever.

7.5. Interest shall accrue on any amount outstanding to AFRICAN STORY at the rate of 15.5% per annum compounded monthly in arrear and shall be payable on demand.

8. CERTIFICATE OF INDEBTEDNESS

8.1. A certificate signed by a representative of AFRICAN STORY, whose authority need not be proved, reflecting the indebtedness of the customer to AFRICAN STORY shall be prima facie proof of the customer's indebtedness and that payment is due.

8.2. Any invoice of AFRICAN STORY reflecting charges for any services rendered by AFRICAN STORY shall be prima facie proof that said services were rendered until the contrary is proved, the onus of which proof to the contrary shall be on the customer.

9. RESERVATION OF OWNERSHIP

9.1. Ownership of the goods shall not pass to the customer until the invoice price (including interest if any) in respect of the goods in question has been paid. The provisions hereof shall apply notwithstanding the onward delivery by the customer of such goods to third parties.

9.2.

AFRICAN STORY reserves the right to inform the owner/landlord of the premises in which the goods are or at any time may be, of the provisions of this clause. The customer shall be obliged to advise AFRICAN STORY of the name and address of the landlord of any such premises and shall promptly advise AFRICAN STORY of any change in the name and/or the address of any landlord or of any new landlord.

9.3.

The customer shall take all such steps as may be necessary to notify interested third parties that ownership of the relevant goods has not passed from AFRICAN STORY to the customer. In particular the customer shall inform the owner/landlord of the premises in which goods are or at any time may be, of the provisions of this clause. The customer shall produce written proof of such notices to AFRICAN STORY on demand.

10. PROPER LAW

10.1. This agreement and the legal relations between the parties under this agreement shall be determined in accordance with the laws of the Republic of South Africa and the parties hereby agree to submit to the jurisdiction of the South African courts.

11. NOTICE

11.1. Any notice or communication required or permitted to be given hereunder may be delivered by hand, courier service, transmitted by email, confirmed facsimile or mailed by registered mail, return receipt requested, postage pre-paid in each case to the address of the receiving party or such other address as may be furnished in writing by either party to the other party. Notice will be deemed to have been given on the date it is delivered, mailed, emailed, faxed or sent whichever is the earlier.

12. DOMICILIUM

12.1. The parties choose as their domicilium citandi et executandi, for all purposes hereunder, the physical addresses reflected ex facie this agreement, which address may be changed by notice to the other party.

13. JURISDICTION

13.1. The customer consents in terms of section 45 of the Magistrate's Court Act 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court notwithstanding the fact that the amount in dispute may exceed said courts jurisdiction.

14. BREACH

14.1. The customer shall be liable to AFRICAN STORY for all legal expenses (including collection fees) on the attorney and own customer scale which shall include counsel's fees per brief, tracing agents' fees, collection commission and all ancillary expenses, in the event of (a)

any default by the customer or (b) any litigation with regard to the validity and enforceability of this agreement.

14.2. No claim under this agreement will arise against AFRICAN STORY unless the customer has given AFRICAN STORY thirty (30) days notice to rectify any defect or breach of this agreement by AFRICAN STORY, which notice shall specifically detail the nature and extent of the defect and/or breach.

15. REPRESENTATIONS

15.1. Any representations made or information supplied or furnished by the customer to AFRICAN STORY pursuant to the customer wishing to procure the services of AFRICAN STORY is warranted by the customer to be true and correct.

15.2. The signatory warrants that by affixing his/her signature hereto that he/she has read and understands the entire contents of this agreement and further that he/she is duly authorized to represent the customer in concluding this agreement.

15.3. AFRICAN STORY does not warrant that the goods shall comply with, or be appropriate in respect of the customer's business.

16. EXEMPTION OF LIABILITY

16.1. The customer shall have no claim against AFRICAN STORY in respect of any loss or damage sustained by the customer howsoever caused including the negligent acts or omissions of AFRICAN STORY or any of its employees, agents or representatives.

17. GENERAL

17.1. Any latitude, extension of time or other indulgence which may be granted to the customer by the AFRICAN STORY or any failure by AFRICAN STORY to enforce any of its rights under this agreement at any time shall not, under the circumstances, be deemed to be a waiver of any of AFRICAN STORY's rights thereafter to enforce and compel strict compliance with the terms and conditions of this agreement.

17.2. This agreement shall constitute the entire contract between the parties who by their signatures hereby acknowledge that no representations have been made or warranties given or conditions to stipulations attached to any of the matters referred to in this agreement. No variation of this agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of the parties by their representatives, duly authorised thereto.

18. SEVERABILITY

18.1. If any provision of this agreement is or becomes invalid or unenforceable, for any reason whatsoever, such provision shall be divisible and be regarded as pro non scripto, the remainder of this agreement to be regarded as valid and binding.