

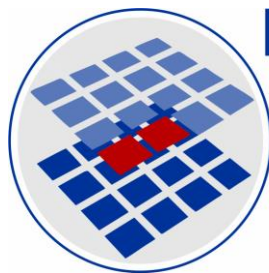


STANDARD TERMS AND CONDITIONS

Except as otherwise agreed in writing, all Transactions, quotations, tenders, offers to Contract and Contracts (whether written or oral) for the supply of the Products and/or Services ("the Products") by TNR Wood Projects CC, shall be subject to these standard Terms and Conditions of Sale. These Terms and Conditions will be subject to the CPA, the Credit Act and POPIA.

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1. DEFINITIONS

- 1.1 "CPA" shall mean the Consumer Protection Act 68 of 2008;
- 1.2 "Credit Act" shall mean the National Credit Act 34 of 2005;
- 1.3 "Client" shall mean the ultimate end user of the product;
- 1.4 "Customer documents" means any documentation or previous discussions, whether in writing or otherwise, between the Supplier and the Customer relating to the sale of Products and Services with the exception of a franchise agreement as defined in the CPA;
- 1.5 "Customer" shall mean the person, natural or otherwise, who purchases the Products or Services from TNR Wood Projects under these Terms and Conditions;
- 1.6 "Products" shall mean all items including Services presently being sold or supplied by the Supplier including but not limited to PVC ceilings, wall panels, cornices, joints, strips, LED lights, adhesives, screws and such other items as may be sold by the Supplier from time to time;
- 1.7 "the Supplier" means TNR Wood Projects CC, a company registered in South Africa under Company Number 2006/149690/23;
- 1.8 The Terms "we", "us", "our" used in the context in this document implies TNR Wood Projects CC.
- 1.9 "the Agreement" means the Agreement for the purchase and sale of the Goods and supply of the Services under these Conditions;
- 1.10 "Transaction" means any documentation or previous discussions, whether in writing or otherwise, relating to a Transaction between the Supplier and the Customer for the sale of Products and Services;
- 1.11 "Business Day" means any day other than a Saturday, Sunday or Public holidays;
- 1.12 "Commencement Date" means the commencement date for this Agreement as set out in the quotation and/or accepted order;
- 1.13 "the Contract" means any document related to the purchase and sale of the Goods and supply of the Services under these Conditions;
- 1.14 "these Conditions" means the Standard Terms and Conditions of Sale set out in this document and (unless the context otherwise requires) includes any special Terms and Conditions as agreed between the Customer and the Supplier;
- 1.15 "the Delivery Date" means the date on which the Goods and Services are to be delivered as stipulated in the Customer's order and accepted by the Supplier;
- 1.16 "the Goods" means the Goods (including any installment of the Goods or any parts for them) which the Supplier is to supply in accordance with these Conditions;
- 1.17 "the Services" mean the Services to be provided to the Customer as set out in the quotation and/or accepted order;
- 1.18 "month" means a calendar month;



1.19 "writing" includes any communications effected by telex, facsimile transmission, electronic mail or any comparable means.

1.20 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF SALE AND SERVICE

2.1 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.

2.2 An order placed by the Customer may not be withdrawn, cancelled or altered prior to acceptance by the Supplier and no Agreement for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer.

2.3 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3. THE GOODS

3.1 The specification for the Goods shall be those set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if accepted by the Supplier). Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.

3.2 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.

3.3 No order which has been accepted by the Supplier may be cancelled by the Customer except with the Agreement in writing of the Supplier on the Terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

4. PURCHASE

4.1 The Customer shall be bound by these Standard Terms and Conditions of Sale in all Transactions for the purchase of the Products. Any similar Agreement between the Customer and TNR Wood Projects or any of its Affiliates supersedes the clauses of these Terms and Conditions to the extent of any conflict.

4.2 The Customer shall inform its Clients that the Products are sold subject to these Standard Terms and Conditions of Sale and the Customer shall be deemed to have so informed its Clients in respect of all sales of the Products by the Customer to its Clients. The Customer shall retain proof of each instance of such disclosure, which will be presented to TNR Wood Projects on demand.

5. PRICE

- 5.1. The price, expressed in South African currency, is based upon the rate of exchange against the foreign currency/ies of origin in relation to imported materials as pertain at the date of submission of our tender/quotation or offer and furthermore based on our existing labour and raw material costs as at such date. If during the period of the Transaction or sale there is any fluctuation in any of the foregoing the amount of any increase/decrease shall at our option be added to/subtracted from the price and shall be for the account of and payable by the Customer or be credited to the Customer as the case may be.
- 5.2. The price of the Goods and Services shall be the price listed in quotation current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
- 5.3. Where the Supplier has quoted a price for the Goods or Services other than in accordance with the Supplier's published price list the price quoted shall be valid for 14 (fourteen) days only or such lesser time as the Supplier may specify.
- 5.4. The Supplier reserves the right, without giving notice to the Customer, to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in Delivery Dates, quantities or specifications for the Goods and Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 5.5. In the event of the suspension of or delay in delivery arising from instructions given or lack of or change in instructions given by the Customer, any loss or extra costs thereby incurred shall be added to the price and shall be for the account of and payable by the Customer. In the event of the Transaction or sale providing for erection or installation and in the event of delay in completion thereof arising because of any default on the part of the Customer, any loss or extra cost thereby incurred shall be added to the price and shall be for the account of and payable by the Customer.
- 5.6. Notwithstanding any provisions in regard to the passing or incidence or risk generally between the parties, any increase in commodities, customs duties, import duties, currency exchange rates (relating to those items on the Transaction which may be imported), transport costs, cost of demurrage, freight charges (whether air, ocean, road or rail) Government surcharge of any imported Goods and similar such duties howsoever arising and items of a similar nature shall be borne and paid for by the Customer and to the extent that any dispute may arise in regard thereto the provisions of sub-paragraph 5.6.1 shall be applicable.
 - 5.6.1. A written letter or certificate by anyone of our managers certifying that the price has been increased by reason of any of the aforementioned provisions and further certifying the amount of such increase from time to time shall be final and binding.
- 5.7 Except as otherwise stated under the Terms of any quotation and/or accepted order or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are exclusive of the Supplier's charges for packaging, transport, and rubbish/waste removal.



- 5.8 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

6. PAYMENTS

- 6.1 All full and final payments required to be made by the Customer shall be made immediately on the date of the relevant invoice, without any set-off, withholding or deduction of any amount.
- 6.2 All prices are quoted in South African Rands, must be paid in South African Rands, and may be subject to 15% (fifteen percent) VAT, which must be paid.
- 6.3 All payments shall be made in full to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.
- 6.4 All transfer, banking and finance costs are for the account of the Customer. The price is to be paid free of exchange at Rustenburg and without deduction of any kind, either by way of discount or otherwise. Payments effected through the post shall be at the risk of the Customer.
- 6.5 Notwithstanding that delivery and possession of the subject matter of the Transaction may have been given to the Customer and that the risk therein may have passed to the Customer, ownership therein shall remain vested in us until the whole of the price (including interest on the same or any part thereof and any other charge or sums payable by the Customer) shall have been paid.
- 6.6 Interest at the maximum permissible legal rate per annum will accrue to us on all overdue payments, calculated from the day on which any payment is overdue and in the event of any dispute, a certificate by the company's manager substantiating the rate of interest and/or the amount payable shall be final and binding.

7. PROHIBITION OF SET OFF

- 7.1 The Customer, to the extent allowable in Terms of the CPA, waives any right of set off the Customer might have against the Supplier in respect of any amount which may now or in the future be or become owing by the Supplier to the Customer. The Customer agrees and acknowledges that it shall not be entitled to advance the defence of set off or mutual extension of debts or counter claim in any proceedings which the Supplier may bring against the Customer for the enforcement of its rights whether in respect of credit facilities extended by the Supplier to the Customer or otherwise.

8. ORDERS

- 8.1 The Supplier reserves the right to reasonably decline any order and/or to suspend delivery and/or to decline to supply the Products to the Customer.

9. GENERAL

- 9.1 These Conditions are applicable, according to context, insofar as are specifically excluded or modified in writing to all Contracts of sale, Transactions, manufacture, installation, erection, provision of Services or otherwise. In the event of any conflict of sale Agreements between our Standard Conditions and any other Conditions which the Customer may seek to impose, then and in such event our Conditions shall be the overriding Conditions.
- 9.2 Unless previously withdrawn, a tender, quotation or offer shall remain open for acceptance for the period stated therein or, when no period is stated, for 14 (fourteen) days from the date thereof. Acceptance of a tender, quotation or offer shall be subject to confirmation in writing by us and an Agreement shall not become binding and enforceable until the dispatch by us of a written confirmation, duly signed by an authorised officer of the company.
- 9.3 All particulars of tender, quotation or offer, including drawings, plans, illustrations and the like are to be regarded as approximate only, unless otherwise stated. All estimates, performance figures, measurements, weights, dimensions and the like are intended to present a general idea of the subject of the Transaction and are not intended to be construed as giving rise to guarantees, warranties or representations and no obligation in regard thereto shall exist unless expressly guaranteed and warranted by us in writing.
- 9.4 All drawings, plans, illustrations, written estimates and other documents submitted by us shall remain our property and shall be returned to us on request unless an Agreement is concluded, in which event they shall be retained by the Customer for maintenance purposes only and shall not be made available by the Customer to any third party, for any purposes whatsoever and which prohibition will be deemed to be absolute.
- 9.5 Our agents, salesmen and employees have no authority to give guarantees or warranties, or to make any representations or promises on our behalf and no guarantee, warranty or representation or promise shall be of force and effect unless incorporated in a document signed by our duly authorized officer.
- 9.6 All Products supplied by the Supplier are strictly to the Supplier's specification only, unless otherwise precisely specified in our written official communications. Details such as dimensions and loading capacities of Goods, are only given for the convenience and are not at all binding. The aforementioned stipulations can only be over-ruled by the Company's authorized officer in writing.

10. DELIVERY

- 10.1 Subject to the CPA, and although the Supplier will endeavour to deliver the Products according to the Customer's requirements, we will not be bound to such delivery requirements of the Customer and accordingly we shall not be liable in any manner whatsoever for failure or delay in delivery.
- 10.2 TNR Wood Projects shall at its discretion be entitled to effect and invoice for deliveries.
- 10.3 When effecting delivery at the Customer's premises or such other premises as nominated by the Customer, the Customer shall be responsible for receiving, unloading, offloading and checking the Products in the presence of our representative making delivery.

- 10.4 In the event of short delivery the Customer shall forthwith upon delivery endorse the Supplier's copy of the delivery note specifying details of the short delivery and thereafter within 24 hours of such delivery the Customer shall lodge a claim with the Supplier in respect of such short delivery.
- 10.5 In the event that the Products are delivered in a damaged or defective state, the Customer shall forthwith upon delivery endorse the Supplier's copy of the delivery note detailing the damage or defects to the Products and the Customer shall within 24 (twenty-four) hours of such delivery notify the Supplier of such damage or defects in the Products delivered.
- 10.6 On compliance by the Customer with 10.4 and 10.5 and provided the Supplier agrees with the information supplied by the Customer, the Supplier will either make up the shortfall in the Products or replace the damaged or defective Products as the case may be.
- 10.7 Subject to the CPA, and notwithstanding the provisions of 10.4, 10.5 and 10.6, the Supplier shall not be liable to the Customer for any loss or damage occasioned by reason of the circumstances in 10.4 and / or 10.5.
- 10.8 Delivery of the Products at the place of delivery nominated by the Customer shall constitute good delivery. Any acknowledgement of receipt by the Customer or any authorized representative or employee, whether direct or indirect, in writing or otherwise shall serve to also confirm delivery.
- 10.9 If, on the instructions of the Customer, the Products are delivered to a carrier for delivery to the Customer, delivery to the Customer shall be deemed to have been duly effected on delivery to the carrier who shall at all times be and remain the Customer's agent for purposes of these Terms and Conditions.
- 10.10 For purposes of this clause, the Supplier shall include any agent or independent contractor who may effect delivery on our behalf.
- 10.11 The Supplier hereby reserves the right to charge a reasonable handling fee for the return of any product due to any reason other than the fact that the product failed, is defective, hazardous or unsafe as defined in the CPA;
- 10.12 In the case of a Transaction or sale not providing for installation or erection by us, delivery shall be deemed to have been completed as soon as the Goods have been dispatched from our factory, stores or premises to the Customer and signed for.
- 10.13 In the case of a Transaction or sale providing for installation or erection as an inclusive price of the material supply and not tendered for as a separate price, delivery shall be deemed to have been completed as soon as the Goods are installed or erected on site and in working order.
- 10.14 In the event of the Customer being unable or unwilling to take delivery, upon notification by us that we are ready to effect delivery, the Customer shall nevertheless adhere to the Terms of payment and shall, in the case of Transactions or sales not providing for installation or erection, pay to us on request 2% (two percent) of the total price as storage for each month or part of a month during which the Customer fails to take delivery as well as all reasonable sums expended by us for handling charges.
- 10.15 Notwithstanding anything herein contained to the contrary, if delivery is delayed through or by reason of any act, omission or default on the part of the Customer, delivery shall, in such event, be deemed to have been effected



as at the date of such act, omission or default, the Customer irrevocably waives any lien which it may at any stage have over any Goods effected by such Transaction or sale.

- 10.16 As soon as delivery is affected or deemed to have been effected, the risk in the subject matter of the Transaction shall pass to the Customer.

11. TIME FOR DELIVERY

- 11.1 The time given for delivery is the date from dispatch to us of the written confirmation mentioned above. We will use our best endeavours to adhere to the date given but accept no liability of any kind for failure to do so, unless a guarantee in writing shall have been given to deliver within a specified time.
- 11.2 Should delivery be hindered or delayed by an extension of the Transaction or sale, deviations from specifications, suspension of the works, or any act or default on the Customer, or any cause whatsoever beyond our control, including war, civil commotions, riots, rebellion, strikes, lockouts, floods, epidemics, unusual inclemency of the weather, fire or accidents and whether such hindrance or delay occurs before or after the time or extended time for delivery, the Customer shall grant us from time to time such extensions of time, either prospectively, or retrospectively, as may be reasonable and any such extension of time shall exonerate us from liability in respect of delay.

12. OWNERSHIP

- 12.1 Irrespective of the type of Transaction, TNR Wood Projects hereby reserves its rights to ownership of the Products until fully paid for by the Customer.
- 12.2 In order to give effect to 12.1, the Customer shall ensure the Products remain movable property, severable from any other movable or immovable property to which the Products may be attached.
- 12.3 In the event of non-payment by the Customer for any reason whatever, the Supplier shall, in keeping with its rights of ownership in the Products, be entitled to repossess the Products without prejudice to any other rights of the Supplier.
- 12.4 For so long as ownership in the Products remain vested in the Supplier, the Customer shall:
- 12.4.1. keep the Products free from attachment, landlord's hypothec, lien or any other legal charge or process;
 - 12.4.2. not without the prior written consent of the Supplier sell, let, loan, pledge, transfer, otherwise make over or encumber the Products;
 - 12.4.3. forthwith notify its landlord of the Supplier's reservation of ownership in the Products;
 - 12.4.4. subject to the Credit Act if applicable, keep the Products insured for loss or damage through fire, theft or any other incident, with an insurer acceptable to the Supplier for the replacement value thereof and the Customer shall pay the insurance premium arising from such insurance promptly and on due date and upon request shall forthwith display such insurance policy and proof of payment to the Supplier.

13. RISK AND RETENTION OF TITLE

- 13.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
- 13.1.1. in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
 - 13.1.2. in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods;
 - 13.1.3. in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.
- 13.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds full and final payment of the price of the Goods and Services and any other Goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- 13.3 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 13.4 If the Goods are manufactured into another form or are used in the process of manufacturing other Goods, the Supplier shall acquire legal and beneficial title to the resulting Goods.
- 13.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier.
- 13.6 Goods which remain the property of the Supplier may not be retained or sold and all Goods hired on behalf of the Customer, from a third party, will be for the account of the Customer.
- 13.7 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements in clause 13.3.

14. GUARANTEE

- 14.1 Subject to clause (15) hereof and subject to any guarantee or warranty given to us in writing, we undertake to replace or repair at our option, free of cost, any Goods supplied by us direct to the Customer, proved to our satisfaction within a period of 12 (twelve) months from delivery or, 12 (twelve) months if we are responsible for erection or installation from the date of completion of erection or installation to be defective in workmanship or material, provided that:
- 14.2 Written notice of complaint is given within 24 (twenty-four) hours of the discovery of the defect.

- 14.2.1. The Goods are returned, carriage paid, to us and shall, in the event of replacement, become our property howsoever occurring.
- 14.2.2. The defect has not manifested itself as a result of fair wear and tear, nor as a result of faulty or negligent operation, overloading, abuse, unsuitable working conditions or similar circumstances.
- 14.2.3. The defect has not manifested itself as a result of fire, erosive corrosive liquids or gases, or chemicals or extreme temperatures.
- 14.2.4. The repaired or replaced Goods shall only remain the subject to this guarantee until the expiration of the aforesaid period.
- 14.2.5. In the case of electrical Goods no guarantee or warranty shall be provided or applicable.
- 14.2.6. In the case of Goods not manufactured by us, the Customer shall only be entitled to the benefit, of any guarantee given by the manufacturer. Our liability is limited by making the benefit of the manufacturer's guarantee available to the Customer.
- 14.2.7. In the case of Goods supplied or erection or installation effected by a Sub-Contractor, there shall be no liability upon us and the Customer shall look at the Sub-Contractor for fulfillment of any guarantee or warranty given under the Sub-Contract.
- 14.2.8. Save, as aforesaid, the Customer shall have no claim against us of any kind whatsoever by reason of any defect or default on the part of ourselves or our servants or by reason of any breach by us of warranty or of Contract or any defect, latent or patent, and the implied warranty against latent defects is expressly excluded, and we shall not be liable for any consequential damages or loss.

15. WARRANTY

- 15.1 Subject to the CPA, the Supplier makes no representations whatsoever and gives no guarantees against latent or patent defects in respect of the Products and all Conditions and warranties whatsoever whether implied or otherwise are hereby expressly excluded.
- 15.2 Subject to the CPA, the Supplier shall not incur any liability of whatever nature arising in Contract or delict from any injury, loss or damage to any person or property arising from the use of the Products.
- 15.3 The Customer shall not convey to its Client a greater obligation or benefit than that given to the Customer by the Supplier;
- 15.4 The Products supplied by TNR Wood Projects shall be suitable only for the purpose designed and the Customer shall ensure the Products are handled, stored, installed, used, operated or otherwise dealt with in a normal and proper manner and where applicable, in a manner consistent with the instructions given by TNR Wood Projects.
- 15.5 Subject to the CPA, no claim shall lie against TNR Wood Projects arising out of or in connection with any defects in, or unsuitability of the Products.

16. LIABILITY AND INDEMNITY

- 16.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express Terms of these Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services. We shall further not be liable for any damage or loss caused by or arising out of stoppages, major floods, strikes, lockouts, riots, civil commotions, wars or rebellion.
- 16.2 The Products are sold subject to the Supplier's specifications and recommendations. Failure to adhere to these may result in damage, injury or harm.
- 16.3 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered or arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agent or employees.
- 16.4 The Supplier shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

17. CUSTOMER'S DEFAULT

- 17.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
 - 17.1.1. cancel the order or suspend any further deliveries of Goods and Services to the Customer;
 - 17.1.2. appropriate any payment made by the Customer to such of the Goods and Services (or the Goods supplied under any other Agreement between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer);
 - 17.1.3. immediately repossess all Products supplied to the Customer, not yet paid for.

18. CESSION

- 18.1 The Customer shall not have the right to cede, assign or transfer any of his rights or obligations arising out of the purchase or Transaction without our prior written consent.

19. SEVERABILITY

- 19.1 In the event of any provision of these Terms and Conditions being valid, such provision shall be regarded as severable from the remainder of the Contract which shall remain of full force and effect.

20. FORCE MAJEURE

- 20.1 Notwithstanding any of the Terms and Conditions of this Agreement, should the performance of this Agreement be affected, in whole or in part, by any event, negligence, accident or any other occurrence outside the reasonable



control of a party, such a party shall give speedy notice to the other party and shall not be liable for any loss, damage, costs or expense of any nature or any cause, which is suffered by the other party as a result of the affected performance.

- 20.2 The period of this Agreement shall automatically be extended by the number of days that *force majeure* lasts.
- 20.3 If and when the period of such incapacity exceeds 6 (six) months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

21. THIRD PARTY RIGHTS

- 21.1 A person who is not a party to the Transaction or sale shall have no rights under these Terms and Conditions pursuant to the Transactions.

22. NON-WAIVER

- 22.1 Any relaxation of any of the Terms of these Conditions or any indulgence shown by either ourselves or the Customer to the other shall in no way prejudice the rights of such party, and shall not be construed as a waiver or notation thereof. Accordingly, that party shall not be precluded as a consequence of having granted such lenience, from exercising any rights against the other which may have arisen in the past or may arise in the future.
- 22.2 No waiver by the Supplier of any breach of the Terms and Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

23. JURISDICTION

- 23.1 The Customer consents to the jurisdiction of the Magistrate's Court in respect of all proceedings arising out of any Transactions, purchase or sale, notwithstanding the amount claimed or the nature of the claim. In no way derogating there from, we shall be entitled to institute any action arising out of any Transaction or sale in any other court of competent jurisdiction.

24. RIGHT TO APPROPRIATE

- 24.1 We shall be entitled, at any stage during the subsistence of any Transaction, to appropriate any monies received by us from the Customer to any indebtedness of the Customer extant, this notwithstanding anything to the contrary elsewhere contained.

25. CUSTOMER'S DOCUMENTS

- 25.1 Subject to the CPA, in all Transactions with the Customer, any clauses or Conditions contained in or forming part of the Customer's documents shall not amend or modify these Terms and Conditions of Sale and TNR Wood Projects shall not be bound thereby;
- 25.2 These Standard Terms and Conditions of Sale shall supersede any conflicting clauses or Conditions whether verbal or contained in any of the Customer's documents.



26. PROPRIETARY RIGHTS

- 26.1 The Customer shall not do anything to infringe any rights owned or licensed by the Supplier including but not limited to any form of intellectual property right in respect of the Products.

27. CREDIT

- 27.1 Subject to the Credit Act, if applicable, TNR Wood Projects shall in its sole and absolute discretion be entitled to alter any credit Terms granted to a Customer and the Supplier shall be entitled to ask the Customer, who shall be obligated, to provide guarantees to secure payment of the purchase price.

28. EXCHANGE RATE

- 28.1 In respect of any Transaction where the Supplier quotes in Rands and the exchange rate applies the Supplier will be paid the Rand equivalent of the quoted price irrespective of the exchange rate ruling at the date of payment;
- 28.2 In respect of import/export sales, the Customer shall be responsible for obtaining all the necessary government approvals and all the requisite permits and the Supplier will endeavour to assist the Customer in this regard insofar as this may be necessary;
- 28.3 If any authorisation or permit referred to in 28.2 is refused or revoked, the Customer shall make good to the Supplier all expenses or losses the Supplier may have incurred in assisting the Customer to secure such authorisation or permits; provided that loss of profit will be excluded unless the refusal or revocation is due to fault on the Customer's part.

29. LEGAL COSTS

- 29.1 In the event that any legal action is taken or any amount remains outstanding and the Supplier instructs attorneys to recover such unpaid costs, the Customer shall be liable for all legal costs incurred by the Supplier.

30. APPLICABLE LAW

- 30.1 All Transactions shall be governed in all respects by, and shall be construed according to the laws of the Republic of South Africa.;
- 30.2 Subject to the CPA, the Customer agrees and consents in Terms of Section 45 of the Magistrate's Court Act ("the MCA") to the jurisdiction of a Magistrate's Court having jurisdiction in respect of the Customer or the claim in Terms of Section 28 of the MCA in respect of any proceedings or claims or action being instituted against the Customer by TNR Wood Projects in Terms hereof or otherwise, notwithstanding that the amount of such claim may exceed the jurisdiction of such Magistrate's Court, provided that the Supplier may in its discretion be entitled to bring such proceedings in any other court of competent jurisdiction, the Customer agreeing and submitting itself to the jurisdiction of the South Gauteng Division of the High Court of South Africa or any other division of the High Court of South Africa chosen by the Supplier in the event of TNR Wood Projects exercising its rights in Terms hereof.

31. THE CREDIT ACT

- 31.1 Notwithstanding the preceding provisions of these Terms and Conditions, in the event that the Credit Act is applicable to this Agreement, then:
- 31.2 Should the purchase price of any Products sold not be paid to the Supplier under its payment Terms reflected in 6.1, then an incidental credit Agreement shall be deemed to be concluded in respect of the Transaction or sale in question, 20 (twenty) business days after the Supplier's first charges interest on the amount due in Terms of such sale;
- 31.3 The Credit Act, in so far as it applies to an incidental credit Agreement, shall apply to the sale of the Products by the Supplier to the Customer;
- 31.4 The Supplier shall be entitled to recover from the Customer all costs and charges permitted in Terms of the Credit Act, including, in the event of a payment default, collection cost and default administration charges.

32. WHOLE TERMS AND CONDITIONS

- 32.1 These Conditions constitutes the entire Standard Terms and Conditions of Sale between ourselves and the Customer and it is recorded, save as specifically referred to herein, that no representations of whatsoever nature or kind were given which induced the Conditions, and no variation of these Conditions shall be of level efficacy save insofar as the same is reduced to writing and signed by our authorized officer and the Customer.

33. DOMICILIUM

- 33.1 The Customer chooses its domicilium citandi et executandi as set forth on the face of the relevant Contract/Agreements for all purposes arising here out, whereas we select the address 180B President Mbeki Drive, Rustenburg, 0299.

34. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 34.1 Copyright and all intellectual property rights in all materials, texts, drawings and data made available on this website (collectively "materials") are owned by TNR Wood Projects alternatively, TNR Wood Projects is the lawful user thereof and is protected by both South African and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such materials or any component thereof will constitute an infringement of such copyright and other intellectual property rights. You may, however, use the materials or any component thereof for internal business purposes.
- 34.2 The trademarks, names, logos and service marks (collectively "trademarks") displayed on this website are registered and unregistered trademarks of TNR Wood Projects. Nothing contained on this website should be construed as granting any license or right to use any trademarks without the prior written consent of TNR Wood Projects.



35. CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT (POPIA):

- 35.1 By completing and submitting any forms or documentation the Customer declares that all the particulars furnished by the Customer on said documents are true and correct. The Customer undertakes to comply with all the rules, regulations, and decisions of the Supplier. The Customer hereby consents that the Supplier may collect, use, distribute, process, and communicate the Customer's personal information for all required processes pertaining to its transactions and purchases. The Customer understands that in terms of POPIA and other laws of the country, there are instances where the Customer's express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation or when personal information is publicly available. The Customer will not hold TNR Wood Projects responsible for any improper or unauthorised use of personal information that is beyond its reasonable control. The Customer acknowledges having read the notice and that the Customer understands the contents thereof.

ALL RIGHTS RESERVED