

Terms and Conditions

(Including Suretyship)

All business undertaken by the Company is subject to the following terms and conditions:

1. For the purposes of these terms and conditions:

1.1. **"Company"** shall mean Racing Distribution (Pty) Ltd (Company Registration Number 2008/104381/07), and includes Racing Distribution (Pty) Ltd's servants and agents and any person or persons carrying any Goods forming the subject matter of these terms and conditions under and in terms of a subcontract with Racing Distribution (Pty) Ltd;

1.2. **"courier"** shall mean all forms of transport and related activities undertaken by the Company on behalf of Clients in respect of the Goods (whether consigned individually, in parcels or in bulk);

1.3. **"Client"** shall mean the party on whose behalf the Company took possession of the Goods in good faith, whether that is the sender, the party billed, the consignee, the true owner or any other party with an interest in the Goods or on whose behalf the courier has taken place; and

1.4. **"Goods"** shall mean all packages, parcels, boxes, envelopes or items taken into possession by the Company for courier on behalf of the Client.

2. It is agreed that the Company is a private contract carrier and not a public or common carrier.

3. The Company has the right to refuse to accept any Goods (in part or whole) for courier, and will in those circumstances furnish the Client with reasons for such refusal.

4. The Company will be entitled at its sole discretion to determine the transport route, to select the appropriate methods of transport, and handling to be used in the courier, but in doing so, will have regard to the service level requested by the Client.

5.1. The instruction from the Client to the Company in respect of any courier shall be made on the Company's official waybill document (physical or electronic copy) fully and accurately completed at/by the time that the Goods are received by the Company.

5.2. The person signing the contract for courier, if someone other than the Client, confirms that they are duly authorised to order the courier by the Company and to conclude this agreement on behalf of the Client. In the event that the Client is not the owner of the Goods, the Client hereby confirms that it is duly authorised to enter into this agreement on behalf of the true owner of the Goods.

5.3. Unless otherwise agreed in writing, the Client will be responsible for ensuring safe and free access to loading and unloading points and for loading and unloading the Goods. Should the Client breach this responsibility, the

Company reserves the right to on charge additional cost incurred as a direct result.

5.4. The Client warrants the accuracy of all descriptions, addresses, values, marks, weights, numbers, brands, contents, quality or description of any Goods and other particulars furnished to the Company in respect of the Goods and the Client indemnifies the Company against all losses, damages, expenses, fines and the like arising from any inaccuracy or omission with respect thereto.

5.5. In case of a dispute arising regarding the actual weight and dimensions, the determination in this regard by the Company shall be final and binding on the Client.

5.6. Unless otherwise agreed in writing by the Company, all payments in respect of Goods carried are calculated with reference to the actual or volumetric mass, whichever is the greater, of the Goods. For this purpose volumetric mass is calculated as follows: Length x Width x Height (centimetres) ÷ 5000 = Volumetric Mass.

5.7. Where the Company has been unable to identify the consignee, to locate the address to which the Goods must be delivered, or the consignee does not accept the Goods, the Goods will be returned to the nearest Company depot and all such transportation costs will be for the Client's account. The Company will notify the Client of non-delivery and store the Goods for a period of 30 (thirty) days. All such storage and handling costs will be for the Client's account. Once the 30 (thirty) day period has lapsed, and provided that the consignee and/or the Client has not claimed the Goods, the Company shall have the right to dispose of or sell the Goods in accordance with clause 16.2.

5.8. The Company will not accept any responsibility for the safe keeping of the Goods whilst they are in storage in terms of clause 5.7.

5.9. The Client specifically warrants:

5.9.1. that none of the activities or operations requested by the Client in terms of these terms and conditions, is in any way linked to criminal, money laundering or terrorist activities;

5.9.2. that it will not request transportation of Goods that are illegal or prohibited by law;

5.9.3. that the Goods will be packed securely so that the Goods will not be susceptible to damage during the transportation thereof.

5.10. Quotations are done on an individual basis for cash Clients and credit account Clients and shall be open for acceptance for a period of 5 (five) business days. The Company shall, notwithstanding acceptance, be at liberty to revise quotations or charges with written notice to the Client, in the event of changes occurring in the currency exchange rate, rates of courier, volume discounts, settlement discounts, surcharges, insurance premiums, labour rates, equipment rental rates or any other charges applicable to the handling of the Goods, and/or the volumetric charge calculated in accordance with the Company's volumetric tariff from time to time exceeding any quotation based on weight in which event the volumetric charge may, at the instance of the Company be substituted for the charge based on weight. On

receiving such a notice from the Company, the Client shall be entitled to elect to no longer proceed with the order.

5.11. In the instance where the Company publishes its tariff of charges for credit account Clients in respect of courier, and amends same, from time to time, it is agreed that the Company is entitled to charge the Client in accordance with such published tariff, as amended from time to time, provided that the Client is entitled to elect to no longer use the services of the Company at the time that the new tariff is published. If the Company and the Client conclude a separate agreement on specific charges in regard to the courier, different to such tariff, then such separate agreement will only be binding on the parties when reduced to writing and signed by both parties.

5.12. If the Company is obliged to pay any disbursements in respect of the courier, it is agreed that the Company may recover such disbursements from the Client, in addition to the tariff or agreed charges in respect of the courier.

5.13. For cash Clients, courier service will only be scheduled once the monetary funds have been cleared in the bank account of the Company.

5.14. Any order shall upon acceptance thereof by the Company be irrevocable by the Client. In the event of the contract of courier being subject to the provisions of the Consumer Protection Act, 2008 the Client can cancel or withdraw an order but in such event the Company will be entitled to charge a reasonable cancellation fee at the Company's discretion.

5.15. The Company reserves the right to amend the charge should the dimensions or weight of the parcel/Goods differ at the time of pick up.

5.16. The Company charges disbursements, duties, taxes, including VAT, which are payable by the Client on acceptance by the Company of the Goods.

5.17 For Cash or Credit Clients, only cash or electronic funds transfer will be accepted as a form of payment.

6.1. The Client consents and agrees that the Company may:

6.1.1. perform a credit search on the Client's record with a registered credit bureau;

6.1.2. monitor the Client's behaviour by researching its record at a registered credit bureau;

6.1.3. use new information and data obtained from other registered credit bureaus in respect of the Client's business relationship with the Company;

6.1.4. record and transmit details in respect of:

6.1.4.1. the conduct of the Client's account in meeting its obligations on the account;

6.1.4.2. how the Client has performed in meeting its obligations in terms of any agreement concluded between the Client and the Company, with a registered credit bureau;

6.1.5. convey the information provided to the Company by the Client to a registered credit bureau which information may be used by the registered credit bureau in the normal course of its business as a registered credit bureau accessed by other Credit Providers (as defined in

the National Credit Act 34 of 2005) and clients of the registered credit bureau;

6.1.6. evaluate the criminal history or record, previous convictions and any other relevant information of the Client with the Criminal Record Centre.

6.2. The Company undertakes to give the Client 20 (twenty) business days written notice prior to the forwarding of the details as mentioned in clause 6.1.4.1 and 6.1.4.2 above to any registered credit bureau.

7.1 Where credit terms are granted, the Client shall pay the Company in respect of the courier within a maximum of 30 (thirty) days from date of the Company's statement to the Client. If the Client fails to do so, the Company may charge the Client interest on overdue amounts. The Client shall pay interest at the publicly quoted basic rate per annum ruling from time to time at which The Standard Bank of South Africa Limited lends on overdraft, which rate shall be proven by way of a certificate signed by any employee of such Bank, compounded monthly in arrear, on all amounts owing by the Client to the Company which have not been paid on the due date thereof, reckoned from the due date thereof until date of payment. Such interest shall be payable on demand.

7.2 Where the Client has stipulated that a party other than itself is liable to the Company for payment of its charges, the Client shall remain liable to pay such charges on demand, provided that such amount is due.

7.3 Credit facilities granted by the Company shall be in the sole discretion of the Company, which may at any time terminate or vary such facilities.

7.4 A certificate signed by any director of the Company or duly authorised personnel shall be prima facie proof of any amount owing to the Company.

7.5 The Company reserves the right to discontinue and summarily cancel any agreement in respect of which payment has become overdue and in the event of this right being exercised, the full balance outstanding shall immediately become due and payable on demand.

8. The Client may raise queries on the Company's invoice within 30 (thirty) days of the date of the statement and the Company will resolve such queries during this period. If no queries are timeously raised, the Company's invoice is deemed correct and undisputed.

9. Even if queries are raised by the Client which are not resolved within the 30 (thirty) day period, that Client is liable to pay within the 30 (thirty) day period, all undisputed items on the Company's invoices.

10. The Client is not entitled to withhold payment of any amount due to the Company beyond the due date for payment. The Client is not entitled to set off any alleged damages or loss which the Client has suffered in respect of the Goods against any amount due, owing and payable to the Company.

11. The Client shall remain responsible to the Company for all charges until they are paid. The Company shall not collect any monies at the time of delivery and no employee of the Company is authorised to do so unless

this is reduced to writing between the Company and the Client.

12.1. The Company will be liable to the Client for physical direct losses and damages in respect of the Goods, if such physical direct losses or damages are caused directly by the negligence or fault based conduct or omissions of the Company, from the time that the Company takes possession of the Goods until the time that the Company correctly delivers the Goods to the designated consignee.

12.2. Correct delivery to the designated consignee will be deemed to have taken place when the Company receives a signed proof of delivery from the consignee confirming receipt of the Goods without any discrepancy in respect of the Goods being noted on the proof of delivery. The Client agrees that such consignee's signature may take the form of a physical signature or of an image of the consignee's signature captured on an electronic device, which will be accepted by the Client as adequate proof of delivery.

12.3. The Company is not liable for any physical direct losses and damages in respect of the Goods, or for delays in delivery or failure to perform services, which are caused by Acts of God, including but not limited to floods, fires, earthquakes, abnormal weather conditions, strikes, labour unrest, embargoes, civil commotion, war, riots, acts of terrorism, hijackings and any other acts beyond the reasonable control of the Company.

12.4. The Company does not know the nature and value of the Goods it receives for courier. Accordingly, the Company is entitled to assume that all Goods handed to it for courier are worth R500 or less in value, and the Company bases its charges (including a liability surcharge) on such assumed value.

12.5. The Client accordingly agrees that the maximum liability of the Company to the Client in respect of Goods handed to the Company for courier shall not exceed R500 per delivery, unless the Client has in advance of the courier disclosed to the Company in writing, by declaring on the face of the contract for courier / official waybill document, or by logging the value electronically, that the Goods are worth more than R500 and that the Client accordingly requires the Company to accept liability for a greater amount, and the Company has in writing accepted liability for such a greater amount.

12.6. If the Client requires the Company to accept a greater liability than R500 per delivery, then the Company will only accept such greater liability if the Client pays an additional liability surcharge in respect of the delivery.

12.7. Notwithstanding the foregoing, if the Client has declared that the Goods are worth more than R500 and the Company has in writing accepted liability for such a greater amount, the Company's maximum liability to the Client shall never exceed R50 000 per delivery, no matter what value is declared in respect of the Goods, as the Company will not charge a liability surcharge for any amount greater than R50 000 per delivery.

12.8. If the Client's Goods are lost or damaged whilst in the possession of the Company, the Company will be liable to pay to the Client the proved cost of repair, or the

purchase/replacement cost of the Goods, whichever is the lesser amount, but if the Client did not declare a greater value for the Goods prior to courier, or the Company did not in writing accept liability for such a greater value, then the maximum liability of the Company to the Client for loss or damage will be the assumed value of the Goods, being R500 per delivery. 12.9. If the Company is liable to pay any amount to the Client for loss or damage in terms of the preceding clauses, then the Company shall have the right of salvage in respect of those Goods, and the Client shall be obliged to reasonably assist the Company to exercise such salvage right.

12.10. Whilst the Company will endeavour to adhere to delivery times, it accepts no responsibility for its failure to do so for any reason.

12.11. The Client is able to declare in writing on the face of the contract for courier / official waybill document, the value of any incidental cost which may be incurred by the Client as a direct result of the Company's delay under its various delivery options to major centres being same day, normal (0 – 48 hours) and economy (48 – 72 hours) subject to additional transit times that would apply to destinations in outer laying areas. If such declared incidental cost is declared by the Client, the Company will in writing accept liability for the declared incidental cost, subject to the Company charging the Client an additional liability surcharge.

12.12. Notwithstanding the foregoing, if the Client has declared the value of any incidental cost which may be incurred by the Client as a direct result of the Company's delay in delivery and the Company has in writing accepted liability therefore, the Company's maximum liability to the Client shall never exceed R50 000 per delivery, no matter what value is declared in respect of any incidental costs, as the Company will not charge a liability surcharge for any amount greater than R50 000 per delivery.

12.13. If the Client does not declare an incidental cost value prior to courier, the Company will not be liable for any incidental costs incurred by the Client, including but not limited to fines, penalties, loss of profit and the like.

12.14. The Client is responsible to take insurance cover to safeguard their Goods. The Company shall not be obliged to effect insurance of the Goods consigned, unless the Client has requested the Company to insure the Goods and tenders to pay the Company a liability surcharge, and the Company agrees to the foregoing in writing. If, the Company having insured the Goods, the relevant insurer does not for any reason pay any amount under the relevant insurance policy or pay an amount less than the amount claimed, then the Company shall not be liable to the Client for the shortfall nor will the Client have any recourse against the Company. The Client acknowledges that the Company has not given any financial advice or rendered any intermediary service to the Client in relation to insuring the Goods.

12.15. Any claim by the Client in respect of direct loss or damage to the Goods or in respect of incidental cost, must be submitted in writing within 7 (seven) days of date of

dispatch, failing which the claim will be deemed waived by the Client and rejected by the Company who will bear no liability to the Client whatsoever.

12.16. The Company does not carry hazardous/dangerous Goods. If the Client nevertheless hands over hazardous/dangerous Goods to the Company for courier (regardless of whether the Company has been advised of the nature of the Goods), the Client agrees that it is fully responsible for ensuring that all requirements in relation to their courier are complied with and that all relevant information is conveyed to the Company by written notice, including but not limited to classification of the Goods, proper packaging and presentation of the Goods, preparation of the legally required declarations and labels. **The Client furthermore agrees that any liability of any nature caused by, or arising from the courier of hazardous/dangerous Goods in any circumstances will be for the Client's account.**

12.17. The Company does not wish to carry fragile or valuable Goods, but if the Client nevertheless chooses to hand over such Goods to the Company (regardless of whether the Company has been advised of the nature of the Goods), then the Client shall pack and label such Goods to minimise the additional risk associated with the courier of such Goods.

12.18. The Company does not accept for courier any of the following classes of Goods, and the Client therefore agrees that the Company will bear no liability whatsoever in regard to courier of:

12.18.1. precious stones and metals, jewellery and negotiable instruments;

12.18.2. works of art, heirlooms and other irreplaceable, sentimental or priceless items, including unique articles such as samples whose cost of creation is materially different to the normal cost of such Goods;

12.18.3. perishable Goods or Goods likely to contaminate other Goods or attract pests, radioactive materials, explosives and livestock;

12.18.4. second hand Goods, unless a pre-delivery survey is completed by the Client, submitted to and accepted by the Company in advance of delivery.

12.19. Subject to clause 12.11, it is agreed that the Company is not liable at all for any consequential losses or damages of any nature relating to the courier or the Goods, no matter how such consequential losses or damages were caused or arose, even if the Company knew or should have known of the likelihood of such losses or damages accruing and/or even if caused by the negligence of the Company.

12.20. The Client indemnifies the Company against any claim of any nature whatsoever made against the Company by any person or entity as a result of the loss, damage or delay in respect of the Goods, which exceeds the agreed exclusions and limits of liability set out above.

12.21. The Company shall be entitled, but not obliged, to inspect the nature of the Goods, but all Goods must be handed in a sealed condition. In inspecting the Goods, the Company shall be entitled to open the packaging and to repack the Goods in such a manner as the Company in its sole discretion deems fit.

13. The parties hereto agree, that inasmuch as they may receive any personal information arising out of their relationship with one another, that they will adhere to all data privacy laws, applicable at the time, and that in the event of any unauthorised, unlawful and/or unintended processing of such personal information taking place, or where there are reasonable grounds to believe that personal information has been accessed or acquired by an unauthorised person, each party will immediately notify the other party thereof and co-operate with all reasonable requests to investigate and remedy such incident as soon as reasonably possible.

14. The Client hereby confirms that insofar as the Client may provide personal information as defined by data privacy laws, to the Company, that the Client consents to the Company storing such personal information and processing such personal information, for the specific business purpose for which the personal information was provided, and the Client indemnifies the Company in this regard.

15. The Company shall have a lien over all Goods handed to it by or on behalf of the Client, as security for the payment of all amounts payable to it by the Client howsoever arising and the Client hereby pledges such Goods to the Company as security for payment as aforesaid.

16.1. The Company may in its discretion retain possession of any Goods handed to it by or on behalf of the Client pending the payment of all amounts payable by the Client to the Company, whether or not the Client's indebtedness arises out of the contract for courier.

16.2. If any amount is not paid by the Client within 30 (thirty) days after due date, the Company shall be entitled without prejudice to any other rights it has and on notice to the Client:

16.2.1. to open and examine the Goods;

16.2.2. to sell the whole or any part of the Goods in such manner and on such terms and conditions as it deems fit;

16.2.3. to apply the nett proceeds of any such sale after deducting all expenses incurred in connection with such sale to the Client's indebtedness, provided that any surplus shall be paid to the Client at its last known address, failing which within 14 (fourteen) days of receipt of a written demand by the Client;

16.2.4. upon the sale of Goods in terms of this clause the Company shall have no further liability to the Client in respect of the Goods save for the obligation to pay the surplus proceeds derived from the sale to the Client.

17. The Company shall be entitled to engage the services of any other company on such terms and conditions as the Company deems fit for the purposes of performing the whole or any part of the contract of courier, and such other company shall have the same rights and protection provided in these conditions (with the changes required by the context).

18. Should a party breach this agreement and fail to remedy such breach within 5 (five) days of receiving

written notice to remedy such breach from the other party, the innocent party shall be entitled to either terminate this agreement and claim damages from the defaulting party as a consequence of such termination, alternatively claim specific performance of the defaulting party's obligations in terms hereof, as well as any damages suffered.

19. The parties hereby consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 as amended, in respect of any legal action which may arise out of this contract for courier.

20. Should either party institute legal action against the other arising out of this contract for courier, it is agreed that the successful party shall be entitled to claim the legal costs incurred by it from the unsuccessful party on an attorney and own client basis. A party shall be liable for all costs incurred by the other party in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.

21. The parties choose as their addresses for the delivery of all notices in terms of this contract for courier, the following addresses:

21.1 in respect of the Client, the address appearing on the written credit application, or any address appearing on a dispatch note completed by the Client;

21.2 in respect of the Company, [6 Tetford Circle, Millenium Bridge Business Park, La Lucia Ridge, 4360].

22. It is agreed that this contract for courier is the only binding and enforceable agreement between the parties, and that there are no verbal or written terms and conditions, whether express or implied, which are binding and enforceable between the parties if they are not contained in this written contract for courier. This contract of courier constitutes the whole agreement between the Client and the Company.

23. This written contract for courier may not be varied, amended or cancelled unless such variation, amendment or cancellation is contained in a written document signed by both parties.

24. No relaxation or indulgence which either party may grant to the other is a waiver of the rights of that party, and that party shall not be precluded from exercising any rights which may have arisen in the past or which may arise in future.

25. This agreement and its interpretation is subject to the laws of the Republic of South Africa.

26.1 It is a suspensive condition of this agreement, where-to both parties agree without any reservations whatsoever, that this agreement will only become binding on the parties to this agreement on the date that the credit application of the Client has been approved, regardless of the date on which these terms and

conditions were signed with the Company, and whereas this clause is only applicable and relevant where 'credit facilities' are being applied for by the Client.

26.2 In any other dealings with the Company these terms and conditions will become binding on the parties to this agreement with immediate effect as on the date of signature.

27 Each paragraph or clause in this agreement is severable, the one from the other and if any paragraph or clause is found by any competent Court to be defective or unenforceable for any reason whatsoever, the remaining paragraphs or clauses shall be of full force and effect and continue to be of full force and effect.

28 Neither party shall be entitled to cede or assign any rights and/or obligations which it may have in terms of this agreement to any third party, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

29 The Company reserves the right to require satisfactory security from the Client for the due performance of any of the Client's obligation hereunder including but not limited to the payment of the Company's charges. If the Company so requires, the Client shall deliver to the Company prior to the Company complying with any of its obligations hereunder, confirmed irrevocable letters of credit by financial institutions acceptable to the Company. If such security or guarantees or letters of credit are not furnished within 7 (seven) days after any such demand, the Company shall be entitled to withdraw without prejudice to its rights of whatsoever nature, any credit provided to the Client.

30.1 The Client hereby irrevocably cedes, assigns and transfers, makes over unto and in favour of the Company, all the Client's right title and interest in and to its claims against its debtors, both present and future and from whatsoever cause arising, as security for all or any of the amounts which the Client may now or at any time in the future owe to the Company.

30.2 The Client irrevocably and in rem suam authorises the Company in its absolute discretion to claim from all or any of the Client's debtors the whole or any portion of the indebtedness, to take any action in its name in any court of competent jurisdiction and to proceed in execution there under against all or any of the said debtors, to exchange promissory notes, cheques, agreements, documents of title or any other security held by the Client.

30.3 The security created by the cession shall be a continuing one notwithstanding any fluctuation in the amount of indebtedness of the Client to the Company.

30.4 The Client hereby undertakes on demand to furnish the Company with such information concerning its debtors as may be reasonably required, to enable the Company to give effect to the provisions of this clause.

SURETYSHIP AND WARRANTY OF AUTHORITY (PLEASE TAKE NOTE)

31.1 With the exception of the Company, each signatory by his signature hereto, binds himself in favour of the Company, its successors-in-title and assign as surety for and co-principal debtor with the Client for the due and punctual performance by the Client of all its obligations to the Company in terms of this agreement.

31.2 The suretyship in 31.1 shall remain of full force and effect notwithstanding –

31.2.1 any amendment/s to this agreement and/or any agreement for the time being subsisting between the parties;

31.2.2 any indulgence, concession, leniency or extension of time which may be shown or given by the Company to the Client;

31.2.3 the winding-up, dissolution, business rescue (including but not limited to the adoption of a business rescue plan) or re-organisation of the Client, or a compromise with the Client's creditors or any change in the status, function, control or ownership of the Client.

31.3 Each signatory hereby renounces the following benefits:

31.3.1 benefit of excussion, meaning that the Company may proceed directly against a surety before first attempting to recover payment from, or compliance by, the Client;

31.3.2 benefit of division, meaning that if there are two or more sureties, the Company is entitled to proceed against any surety for the full amount of the Client's indebtedness or liability;

31.3.3 benefit of cession of actions, meaning that a surety is not entitled to withhold payment or performance of the Client's obligations until the Company has ceded to that surety any of its rights against the Client and/or any co-surety.

31.4 Each signatory warrants, as a material warranty which the Company relies on in entering into this agreement that he is duly authorised to represent and bind the Client to this agreement, and that he has read and understood each term and condition of this agreement and accepts them as binding on him and the Client. The Client hereby warrants that it regards the agreement as binding upon it.

31.5 each signatory and the Client hereby warrant that the signatory to any tax invoice, delivery note, official waybill document or other documentation of the Company made out in the name of, or to the Client is duly authorised to bind the Client in respect of the relevant transaction.

31.6 The signatory shall be bound by the provisions of this agreement as if he were the Client, with the changes required by the context particularly, but without limitation thereto, insofar as this agreement provides for proof of facts, costs of proceedings, service of process, limitations of defences and jurisdiction.

31.7 Both parties herewith also confirm that this agreement is subject to an open and continuing covering suretyship which will in no manner whatsoever be limited only to the credit limit granted according to the credit application as on the date when the first credit limit amount was approved, but indeed for the total full

amount owing ongoing during the existence of this agreement between the Client and the Company.

32 To the extent that this agreement or any services provided under this agreement are governed by the Consumer Protection Act, 2008 (the "CPA"), no provision of this agreement is intended to contravene the applicable provisions of the CPA, and therefore all provisions of this agreement must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the CPA are complied with. In particular, if the Client is a 'consumer', as such term is defined in the CPA, the following clauses of this agreement shall not apply to it: clause 5.5, clause 8, clause 10, clause 12.15, clause 12.20 and clause 16.1.

33 No notices, cash or other documents sent to a party through the post shall be deemed to have been received unless and until actually received by the Company.

34 If this agreement constitutes an incidental credit agreement in terms of the National Credit Act, 2005 ("NCA"), then despite any other provision in this agreement and/or the Company's credit application form completed by the Client (if any), the following provisions shall apply:

34.1 the interest rate charged by the Company on all overdue amounts owing by the Client to the Company shall be the rate specified in clause 7.1 or the maximum rate permitted in terms of the NCA, whichever is lower;

34.2 the Company shall allocate the payments made by the Client in accordance with the provisions of section 126(3) of the NCA;

34.3 the Company shall comply with all the provisions of the NCA, including but not limited to the provisions relating to debt enforcement.

35 PERSONAL INFORMATION

The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as 'POPI').

35.1. The Customer and any Surety for the Customer understands and agrees on the following:

35.1.1 Personal information requested by the Supplier is necessary for processing the terms and conditions of sale, assessing the credit worthiness of the Customer and any Surety for the Customer as well maintaining from time to time, the Customer's account with the Supplier

35.1.2 Should any of the information which is requested not be provided, the Supplier may not approve the Customer's application for an account with the Supplier.

35.3 It is the Customer's responsibility to ensure that the Supplier has all the required information as required by Page 1 of this Application and further, that such

information is complete, valid, accurate and current (including but not limited to all Personal Information in terms of this Application. The Customer agrees to update the information supplied, as and when necessary, in order to ensure the completeness, validity and accuracy of the information, failing which the Supplier will not be liable for any inaccuracies and the Customer and any Surety for the Customer fully indemnifies the Supplier in this regard.

35.4 The Customer and any Surety for the Customer provides its express consent and authority to the Supplier, at all times to : i) process the personal information of the Customer and any Surety for the Customer, for the purpose of concluding the terms and conditions of sale, for maintaining the Customer's account and for providing goods or services to the Customer, including benefits attached to the Customer's account; ii) make enquires to confirm and verify any information provided by the Customer and any Surety; iii) contact and request information from any third party, credit bureaux and business so as to obtain any information relevant to the Customer's and any Surety's current and future credit assessment including, but not limited to, information regarding the amounts purchased from suppliers per month, length of time Customer has dealt with such

suppliers, types of goods or services purchased and manner and timing of payment; iv) obtain credit reports from credit bureaux, banks and agencies from time to time; v) furnish personal and credit information concerning the Customer's dealings with the Supplier to any credit bureaux, credit insurer and to any third party seeking a trade reference regarding the Customer and any Surety; vi) process the personal information of the Customer and any Surety for the Customer for the purpose of the prevention and detection of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities.

35.5 All personal information obtained and processed by the Supplier for the purposes as set out above, shall be treated by the Supplier as confidential and in accordance with the Supplier's privacy policy which is available on request at www.racingdistribution.co.za.

35.6 The Customer has the right to access its personal information held by the Supplier and the Supplier will grant the Customer with access during office hours within a reasonable time after receiving a written request for such access.