

GENERAL TERMS OF CONTRACT

INTERPRETATION

Reference in these terms of:

- 1.1 "the company" shall mean HL HALL & SONS PTY LTD.
- 1.2 "the customer" shall mean the party with whom any agreement is concluded by the company.
- 1.3 "the products" shall mean any product(s) manufactured by the company from mainly tropical or other fruit intended for human and / or animal consumption and / or industrial application and sold by the company to the customer in terms of an agreement; and
- 1.4 "agreement" means any contract between the company and the customer for the supply of products arising from the company accepting an order from the customer, or from any quotation or tender by the company being accepted, or in any other way.
- 1.5 The heading of the clauses of this agreement are for identification purposes only and shall not in any way influence the interpretation of any clause.

2. APPLICATION

- 2.1 These terms shall apply to every agreement between the company and the customer.
- 2.2 These terms constitute the general terms of each agreement. That agreement will also contain any special terms contained in any applicable written document. Where any special term varies any of these general terms, it shall only be binding if in writing, and if the document containing it is signed by an authorised representative of the company. Where there is any inconsistency between any of these general terms and any special term, the special term shall prevail.
- 2.3 Where the company supplies any quotation no agreement will arise until the written acceptance of that quotation in accordance with its terms is received by the company

3. PRODUCTS

The customer shall until date on which payment is received by the company for the products as purchased by the customers from the company, see to it that the products are stored, maintained and preserved as per the company's specifications, which specifications are available from the company upon written request by the customer.

4. DELIVERY

- 4.1 Where delivery is made by the company or its agents to the customer, delivery shall be when the products are off-loaded at their destination. The customer shall be responsible for the off-loading of the products at the destination. Where the customer takes delivery at the company's premises, delivery shall be made when the products are loaded onto the vehicle of the customer or the vehicle of the customer's agent.
- 4.2 The risk in the products shall pass to the customer upon delivery, provided that where the products are delivered by the company or its agents but are off-loaded by persons who are not employees of the company or its agents, the risk in the products shall pass upon the products being made available for off-loading at their destination.
- 4.3 The company will endeavour to deliver the products timeously, but any delivery date is approximate only and time shall not be of the essence in any agreement. The company shall have no liability as a result of any failure by it to comply with a specified delivery date.
- 4.4 The customer shall not be entitled to cancel any order for products for any reason whatsoever after the company has confirmed the order.

4.5 The company shall be entitled to make partial deliveries.

4.6 The customer shall accept delivery of all products when tendered. If it fails to do so for any reason whatsoever it shall be liable for all direct and indirect costs, expenses, losses or damages resulting from his failure.

5. OWNERSHIP

- 5.1 Ownership of the products shall not pass to the customer until payment thereof has been made in full.
- 5.2 While ownership of the products remains vested in the company:-
 - 5.2.1 the customer shall, at its expense, insure the products and keep them insured against all risks, and for such amount as the company may reasonably require and all rights and proceeds under such insurance policy is hereby ceded to the company as security for the customer's obligations to the company and is the company hereby authorised to notify the insurer of this cession;
 - 5.2.2 should a claim arise under such insurance, the customer shall, if the customer receives the proceeds of such claim, pay to the company the full proceeds of the claim, up to the balance owing to the company.
 - 5.2.3 the customer shall, immediately on the conclusion of this agreement, notify the landlord of the premises of the provisions of this clause 5 and that the products are not subject to any landlord's lien, hypothec or any other rights.

6. PRICES

All prices quoted and all price lists are exclusive of value added tax. The customer shall pay value added tax in addition to any such quoted or listed prices.

7. PAYMENT AND MONTHLY STATEMENTS

Payment shall be affected by the customer to the company:

- within 14 (FOURTEEN) days from date of invoice issued by the company to the customer, unless specifically agreed in writing by the company.
- 7.1 The company sends at the end of each month, to the customer at his postal address as stipulated herein a monthly statement whereon all the customer's monthly debits and credits are reflected.
 - 7.2 If the customer does not receive such monthly statement on or before the 15th day of any given month, then the customer is obliged to inform the company in writing within 14 (fourteen) days after the 15th of the month in which the customer did not receive the account which the customer was supposed to receive, of the non-receipt of the account and if the customer fails to adhere to the aforementioned, then the customer renounces his right to rely on the fact that he did not receive a monthly statement and will it for all purposes of this agreement be accepted that the customer did receive such monthly statement;
 - 7.3 The customer shall at all times have the onus to prove that the customer did give the requested notice of non-receipt of the customer's monthly statement and that the company did in fact receive such a notice.
 - 7.4 Unless the customer within 3 (three) months from the last day of the month on which any monthly statement is applicable object in writing to the company to any entry on such monthly statement, such monthly statement shall in any legal process be irrevocable proof that such goods, services, advances and entries on such monthly statement is in all aspects correct and that such goods, services, advances and entries were provided by the company to the customer;

- 7.5 The onus will at all times be on the customer to prove that he objected in writing to any entry on the monthly statement and that the company did in fact receive the written objection.
- 7.6 If the customer objects to an entry on a monthly statement to the company shall clause 7.4 not be applicable on such entry but shall clause 7.4 still be applicable to the remaining entries on the monthly statement to which there were no objections as foreseen in clause 7.4 above.
- 7.7 The customer shall pay the invoiced price without being entitled to claim any discount or make any deduction unless agreed to the contrary in writing and signed by the parties.
- 7.8 The payment period referred to above, will be the absolute and sole discretion of the company and the company in its absolute and sole discretion shall be entitled to vary any payment periods which may apply to the customer, should the company deem it necessary for any reason whatsoever.
- 7.9 Payment to the company must be deposited into the company's bank account in cash, free of exchange, without deduction or set-off, in South African currency.
- 7.10 If so required by the company, the customer shall complete and deliver to the company, a banker's stop order or debit order or postdated cheques or other payment instruments in respect of all payments to be made by the customer to the company hereunder, none of which shall be construed or regarded as substituting, varying or novating the customer's obligations under the agreement.
- 7.11 The company shall be entitled, in the company's discretion, to appropriate or allocate any payments received from or on behalf of the customer to any indebtedness of the customer to the company, from whatsoever other cause arising and the customer hereby waives and abandons the right to name the debt to which any payment made to the company shall be allocated. Should any appropriation or allocation made by the company hereunder result in a shortfall in any other amount owing by the customer to the company, the customer shall forthwith make good such shortfall.
- 7.12 Should the customer fail to pay on due date any amount due or payable to the company or disbursed by the company on behalf of the customer under or arising from this agreement (from whatsoever cause), such overdue amount shall bear interest at the maximum rate permitted by law or at 1 % above prime rate quoted by Standard Bank of SA Ltd from time to time, whichever is the greater from the due date to the date of payment, without prejudice to such other rights as may accrue to the company consequent upon such failure. For the purposes hereof, prime shall be deemed to mean the publicly quoted basic annual rate of interest, as certified by any manager of the company's bankers, whose authority, appointment and verification it shall not be necessary to prove, at which the said bank will lend on unsecured overdraft to its most favoured corporate customers, from time to time.
- 7.13 The company shall, in addition to any other remedies which the company may have been entitled to refuse to deliver any goods or perform any services until any monies due to the company have been paid in full.
- 7.14 Notwithstanding that any credit may have been granted by the company to the customers, the company shall be entitled to insist on payment in advance for goods and the company may retain possession of any goods or document or things in respect of which services are to be rendered pending the discharge of all the customer's indebtedness to the company whether or not such indebtedness is related to the goods or document or things in question.

7.15 Notwithstanding any dispute between the parties the customer shall not be entitled to refuse, delay or withhold payment or any part thereof.

8. WARRANTIES AND REPRESENTATIONS

- 8.1 Neither the company nor its directors, employees or agents are liable for any representation, warranty or guarantee made by the company in respect of the products or suitability of the products for any purpose whether that purpose is notified to the company or not, unless such representation, warranty or guarantee are given in writing by the company or its directors, employees or agents.
- 8.2 The company shall be entitled to randomly inspect any products reported by the customer as defective, at the customer's premises. The parties agree that such inspection shall be at the cost of the customer, should such product prove not to be defective.
- 8.3 The customer indemnifies the company, its directors, employees and agents against any claim of whatsoever nature by a third party against the company, its directors, employees and agents as a result of the customer selling any products of the company to such third party and warrants that the customer will hold the company, its directors, employees and agents harmless against any loss or damage which the company may suffer as a consequence of any claim made upon the company by a third party arising from anything to do with any agreement between the company and the customer where, had the customer been the claimant instead of such third party, the customer would not by virtue of these general terms of contract or any other agreement between the parties, have been entitled to claim against the company.
- 8.4 The customer agrees that, should any order be given to the company on the customer's official order form, the customer shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not duly authorised.

9. LIABILITY

- 9.1 The customer shall notify the company in writing within 2 days after delivery of the products, should there be shortages in or damages to the products delivered. Should such notice not be given within the stipulated time period, the company shall not be liable for any shortages in or damage to the products, and the contents of all delivery documents shall be deemed to be correct, and all items reflected in the delivery documents shall be deemed to be properly delivered.
- 9.2 The customer shall notify the company in writing within 2 days after delivery of the products, should the products not comply with the standard of quality as the company may have in writing confirmed to the customer and should such notice not be given in writing within the stipulated time period then the customer shall not be entitled to object to the quality of the products and shall the customer be obliged to make full payment to the company for the products so purchased.
- 9.3 The customer shall at all times have the onus to prove that he did give the requested notice or objection to the company and that the company did in fact receive such notice or objection.

10. VARIATIONS AND CANCELLATIONS

- 10.1 The company shall not be obliged to accept any variation to any agreement or its cancellation. If the company consents to any variation or cancellation, this shall not be construed as a waiver by the company of its rights.
- 10.2 If the company agrees to accept the return of any products pursuant to any variation or cancellation of any agreement, it shall be entitled to charge the customer a handling fee of 15% of the purchase price of those products. Products which are not normally stocked by the company or have been specifically sourced or modified for the customer are not returnable unless incorrectly supplied. No variation or cancellation of any

agreement shall be effective unless in writing and signed by or on behalf of the company.

10.3 The company may cancel any agreement if it is unable to supply any product due to the non-delivery by its supplier of its inability to supply and the customer shall not be entitled to claim any damages as a result of such cancellation.

11. BREACH

11.1 If the customer:

Commits a breach of any of these general terms or of any special term of any agreement; or is placed under a provisional or final order of sequestration or liquidation or judicial management, or is wound up voluntarily, or compromises or attempts to compromise generally with its creditors, the company may summarily cancel any agreement by giving the customer written notice to that effect, without prejudice to any rights the company may have as a result of that breach or cancellation and shall the customer have no claim against the company of any nature whatsoever as a result of the cancellation.

11.2 The company shall be entitled to recover all costs incurred by it in enforcing its rights under any agreement, on an attorney and own client basis.

11.3 Should the company need to have the products returned to the company as a result of the breach of the customer of any agreement the cost incurred by the company to have such products returned to the company shall be for the account of the customer and shall the customer upon demand immediately make payment to the company of such costs incurred.

12. GENERAL

12.1 The company shall be entitled at its option to institute any legal proceedings against the customer in any Magistrate's Court having jurisdiction in respect of the customer, notwithstanding that the amount claimed would otherwise exceed the jurisdiction of the Court.

12.2 No indulgence shown by the company shall constitute a waiver of any of its rights.

12.3 A certificate under the hand of any director or manager for the time being of the company as to the amount of any indebtedness of the customer or any other fact shall be prima facie proof of the customer's indebtedness to the company and/or of such other fact and shall constitute sufficient proof to enable the company to discharge the onus (if any) which may rest on the company to prove such indebtedness or fact and, in particular shall constitute sufficient proof to entitle the customer to provisional sentence in respect of such indebtedness.

12.4 No oral variation of these terms or oral special terms shall bind the company.

12.5 The customer shall not be entitled to cede any of its rights, nor assign any of its obligations hereunder without the prior written consent of the company.

12.6 This agreement shall be construed and interpreted according to the laws of the Republic of South Africa, which the parties choose as the governing law of this agreement.

12.7 The customer acknowledges that all intellectual property rights relating to the products, including, without limiting the generality of the foregoing trademark rights, copyrights, patent rights and design rights, are the exclusive property of the company and/or its principals, and the customer has no rights, title or interest therein. The customer undertakes only to use of any such rights strictly in accordance with any permission granted to it by the company and/or the company's principals, in writing, which permission must be signed by the company and/off its principals.

12.8 The company is hereby irrevocable authorised to perform any credit investigation into the customers credit worthiness and financial affairs as the company, in its discretion, considers appropriate.

12.9 Each clause of this agreement is devisable the one from the other and if one clause or part of a clause is found to be unenforceable by a competent court, the balance of the clauses will still be off full force and effect.

12.10 It shall not be necessary for the company to inform the customer of their acceptance of the customer's application for a facility with the company.

12.11 The agreement is binding upon the customer immediately when this document is signed by the duly authorised director or employee of the company who appointment and signature need not be proofed by the company and their signature in this document shall be prima facie proof that this application was accepted by the company and that a legal and binding agreement has been entered into by and between the parties.

12.12 This document contains the entire agreement between the parties and no representation, guarantees, alterations or cancellations thereof and/ or agreement and/ or undertakings additional thereto shall be of any force or effect unless it is reduced to writing and signed by a duly authorised official of the company.

13. DOMICILIUM CITANDI ET EXECUTANDI

The customer chooses herewith as his domicilium citandi et executandi the following address:

Physical Address:

Postal Address:

14. CONTINUATION OF AGREEMENT

This agreement shall stay in force and effect notwithstanding the temporary and/or partially extinguishing of any debts due by the customer to the company.

15. NATIONAL CREDIT ACT

The customer hereby confirms and guarantees that the customer's annual turnover as well as its total asset value exceeds R 1 million respectively and that the NCA is not applicable to this agreement.