



Printing, Labels, Packaging and Allied Products
Suppliers of Distinction Since 1983

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In terms of section 9(1) of the Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003) PLP Labels CC was classified on 24 January 2008 as a Level 2 Contributor with a B-BBEE Procurement recognition level of 125%

STANDARD TERMS AND CONDITIONS OF SALE

1. The customer shall mean Applicant or any party who places any order for the supply of goods or services on PLP (hereinafter referred to as PLP) on behalf of Applicant. The customer agrees that:-

(a) This agreement represents the entire agreement as between the customer and PLP Labels CC and that no alterations or additions to this agreement may be effected unless agreed to by both parties, reduced to writing and signed by the customer and a duly authorised representative of PLP;

(b) This agreement will govern all future contractual relationships between the parties;

(c) This agreement is applicable to all existing transactions and debts between the parties;

(d) This agreement is final and binding and is not subject to any suspensive or resolutive conditions;

(e) any conflicting conditions stipulated by the customer are expressly excluded;

(f) the terms of this agreement supersede all previous conditions without prejudice to any securities or guarantees held by PLP and

(g) these terms apply to all servants and subcontractors of PLP.

2. This agreement only becomes final and binding on receipt, by the customer, of the acceptance by PLP, which acceptance shall be signified by the signature thereof by a duly authorised representative of PLP.

3. The customer acknowledges that it does not rely on any representations made by PLP in regard to the goods or services to be rendered or any qualities in respect thereof, as leading to the conclusion of this agreement other than those contained in this agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by PLP in respect of the goods and services orally or in writing will not form part of the agreement in any way unless agreed to in writing by PLP.

4.1 The customer agrees that neither PLP nor any of its employees will be liable for any negligent or innocent misrepresentations made to the customer.

4.2 It is the sole responsibility of the customer to determine that the goods ordered are suitable for the purposes of intended use. In particular the customer shall ensure that all wording on all the products complies with all its requirements and that the correct colour reproduction, wording, inks, bar codes, lacquers, varnishes, laminates and paper intended for use have been selected.

4.3 The customer agrees to pay all costs resulting from any acts or omission of the customer including, inter alia, suspension of work, modification of requirements, failure or delay in giving any particular requisite to enable work to proceed on schedule or requirement that work be completed earlier than agreed, any charges in respect of storage, delivery demurrage, downtime, plate change, repro work, ink, paper, laminates, varnishes, lacquers, foils and art work.

4.4 PLP reserves the right at its sole discretion to provide alternative paper, inks, lacquers, laminates, varnishes, products to those ordered by the customer should said products, inter alia, be superseded, replaced or terminated.

4.5 Ownership in any artwork, repro work, plates, positives, negatives and dies used in the reproduction of the labels shall remain vested in PLP notwithstanding, the fact that the customer may have paid certain amounts towards such artwork, repro work, plates, positives, negatives and dies. Any artwork, repro work, plates, positives, negatives and dies supplied by the customer shall be returned to the customer on demand. All risk in respect of any artwork, repro work, plates, positives, negatives and dies supplied by the customer shall remain vested in the customer and PLP shall not be liable for any damage or loss in respect of such artwork, repro work, plates, positives, negatives and dies, howsoever caused or howsoever arising.

5.1 All quotes are not binding on PLP and are merely an invitation to do business and will remain valid for a period of 30 (thirty) days from the date of issue of the quote. No quote shall be binding on PLP prior to the acceptance of any order, on the terms recorded in such quote, by PLP.

5.2 All quotes, once accepted by PLP and the customer, are subject to the availability of the goods and subject to correction of bona fide errors by PLP and are subject to, inter alia, any increases in the cost prices of materials, services and currency fluctuations. In the event of a dispute as to the quantum of any increase such increase shall be certified by an accountant, financial manager, director/member of PLP whose determination shall be final and binding on the customer.

5.3 The customer hereby confirms that the goods reflected on any Tax Invoice duly issued represent the goods ordered by the customer at the prices agreed to by the customer and, where delivery/performance has already taken place, the goods were inspected and that the customer is satisfied that the goods conform in all respects to the quality and quantity ordered and are free from any defects.

5.4 PLP shall be entitled in its sole discretion to split the delivery performance of the goods ordered in the quantities and on the dates it decides. The customer shall be obliged to accept and pay for any quantity of the goods delivered or tendered for delivery which quantity is within 10% (ten percent) more or less of the quantity ordered by the customer, save for any order for the supply of 10 000 (ten thousand) single items or less the tolerable variance level will be 1 000 (one thousand) single items. In the case of a Cash on Order customer, should the total quantity be less than the amount already paid for such order, then PLP will credit the difference and such difference shall be refunded to the customer.

5.5 Notwithstanding the provisions of clause 5.1 above, all orders or variations to orders, whether oral or in writing, shall be binding and subject to these standard conditions of agreement and may not be cancelled.

5.6 PLP shall be entitled to invoice each delivery performance actually made separately.

5.7 Any delivery note, invoice or waybill (copy of original) signed by the customer or a third party engaged to transport the goods and held by PLP shall be conclusive proof that delivery was made to the customer.

5.8 The risk of damage to, destruction or theft of goods shall pass to the customer on conclusion of the agreement of sale and the customer undertakes to comprehensively insure the goods until paid for in full. Should PLP insure such goods, while not being obliged to do so, PLP may recover insurance premiums from the customer in respect of such goods.

5.9 Delivery and performance times given are merely estimates and are not binding on PLP.

5.10 If PLP agrees to engage a third party to transport the goods on behalf of the customer, PLP is hereby authorised to engage a third party on the customer's behalf and on the terms deemed fit by PLP.

5.11 The customer indemnifies PLP against any claims that may arise from such agreement in clause 5.10 against PLP.

6.1 All goods are guaranteed to the Manufacturer's product specific warranties and all other guarantees including common law guarantees are hereby specifically excluded.

6.2 Liability under clause 6.1 is restricted to the replacement of faulty goods or granting of a credit at the sole discretion of PLP.

6.3 No claim under this agreement shall arise unless the customer has, within 7 (seven) days of the delivery, given PLP written notice that such goods are defective.

6.4 To be valid, claims must be supported by the original Tax Invoice and a detailed written report of the alleged defects.

6.5 The customer shall return any defective goods to such place as instructed by PLP at the customer's own cost and packed in the original packaging of the goods.

6.6 All guarantees are immediately null and void should any goods be tampered with or should the packaging of the goods be broken by anyone other than PLP or should the goods be applied or stored outside the Manufacturer's or PLP's specifications.

6.7 Any items delivered to PLP shall serve as a pledge in favour of PLP for any present or past debts and PLP shall be entitled to retain such goods in pledge as it deems expedient at the value as determined in 14.1. The determined or realised value of pledged goods will be offset against the customer's debts and any remaining balance will be paid to the customer.

7.1 Under no circumstances shall PLP be liable for any consequential damages or for any delictual liability of any nature whatsoever and howsoever arising.

7.2 Under no circumstances shall PLP be liable for any damage arising from any misuse or abuse of goods.

8. Delivery of the goods to the customer shall take place at such place as determined by PLP.

9.1 The customer agrees that the amount set out in any Tax Invoice issued by PLP shall be due unconditionally:

(a) cash on order; or

(b) if the customer is credit approved, within 30 days from the end of the month in which a Tax Invoice has been issued by PLP.

9.2 The customer agrees to pay the amount on the Tax Invoice at the offices of PLP.

9.3 The risk of payment by cheque through the post rests with the customer.

10.1 The customer has no right to withhold payment for any reason whatsoever

and agrees that no extension of payment of any nature shall be extended to the customer and any such extension will not be applicable or enforceable unless agreed to by PLP, reduced to writing and signed by the customer and a duly authorised representative of PLP.

10.2 The customer is not entitled to set off any amount due to the customer by PLP against any debt.

10.3 All discounts shall be forfeited if payment in full is not made on the due date.

11.1 The customer agrees that the amount due and payable to PLP may be determined and proven by a certificate issued and signed by any accountant, financial manager of PLP or any member/director of PLP. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the customer.

11.2 Any printout of computer evidence tendered by PLP shall be admissible evidence and the customer shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Computer Evidence Act have not been met.

12.1 In the event of a late payment, the customer agrees that interest shall be payable on any moneys due to PLP at 4% (four percent) above the prime rate as charged by PLP's bankers, from time to time, as from the date of order to date of payment.

12.2 The customer expressly agrees that no debt owed to PLP by the customer

shall become prescribed before the passing of a period of ten years from the date that the debt falls due.

13.1 The customer agrees that if an account is not settled in full:

(a) against order; or

(b) within the period agreed in clause 9.1 above in the case if a credit approved customer, PLP is :

(i) entitled to immediately institute action against the customer at the sole expense of the customer;

(ii) to cancel the agreement;

(iii) to take possession of any goods delivered to the customer and claim damages, and

(iv) to claim payment of all amounts owing to PLP by the customer irrespective of whether or not such amounts are due for payment.

These remedies are without prejudice to any right PLP may be entitled to in terms of this agreement or in law.

13.2 A credit approved customer will forthwith lose this approval when payment

is not made according to the conditions in 9.1(b).

14.1 In the event that PLP repossesses any goods in terms of clause 13.1, the customer shall be liable to pay:

(a) the difference between the selling price and the value of the goods at the time of repossession or resale pursuant to such repossession; and

(b) all other costs incurred in the repossession of the goods.

The value of any repossessed or pledged goods shall be deemed to be the value placed on them by any accountant, financial manager or member/director of PLP after such repossession, and such valuation shall be conclusive proof of the value, or the amount recovered by PLP pursuant to the sale of such repossessed goods. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

14.2 The customer irrevocably authorises PLP to enter its premises to repossess any goods delivered and indemnifies PLP completely against any damage whatsoever relating to the removal of repossessed goods.

14.3 In the event of a breach by the customer PLP is entitled not to perform any further obligations in respect of any outstanding order and shall be entitled to recover any loss sustained thereby from the customer.

15.1 All goods supplied by PLP remain the property of PLP until such goods have been fully paid together with any interest that may become due for payment.

15.2 The customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of PLP.

15.3 If any goods supplied to the customer are of a generic nature and have become the property of the customer by operation of law (confusion or commidio) the customer shall be obliged on notice of breach or cancellation of the agreement to retransfer the same quantity of goods in ownership to PLP.

16.1 The customer shall be liable to PLP for all legal expenses on the attorney and own client scale incurred by PLP in the event of:-

(a) any default by the customer; or

(b) any litigation in regard to the validity and enforceability of this agreement.

The customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that PLP may demand.

16.2 The customer agrees that PLP will not be required to furnish security in terms of rule 62 (sixty two) of the Rules of the Court of the Magistrate's Court.

17. The customer agrees that no indulgence whatsoever by PLP will effect the terms of this agreement or any of the rights of PLP and such indulgence shall not constitute a waiver by PLP in respect of any of its rights herein. Under no circumstances will PLP be estopped from exercising any of its rights in terms of this agreement.

18. PLP shall have the right to institute any action in either the Magistrate's Court or the Supreme Court at its sole discretion.

19.1 Any documentation shall be deemed duly presented to the customer within:-

(i) 5 (five) days of prepaid registered mail to any of the customer's business or postal addresses or to the personal address of any director, member or owner of the customer; or

(ii) within 24 (twenty four) hours of being faxed to any of the customer's fax numbers or any director, member's or owner's fax number; or

(iii) on being delivered by hand to the customer or any director, member or owner of the customer; or

(iv) within 48 (forty eight) hours if sent by overnight courier.

19.2 The customer chooses domicilium citandi et executandi at the address of the physical address of the customer as stated overleaf.

19.3 The customer undertakes to inform PLP in writing within 7(seven) days of any change of Directors, Members, Shareholders, Owners or Partners or address or 14 (fourteen) days prior to alienating the customer's business and failure to do so shall constitute a material breach of this agreement.

19.4 The customer hereby consents to the storage and use by PLP of the information that it has provided to PLP for establishing its credit rating and to PLP disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that PLP will not be held liable for the bona fide disclosure of this information to such a third party and that no further specific consent need to be obtained for the transfer of such information to a specific third party.

20. The Customer agrees to the Standard Rates of PLP for any goods or services rendered, which rates may be obtained on request.

21. The invalidity of any part if this agreement shall not affect the validity of any other part.

22. Any order is subject to cancellation by PLP due to force majeure from any cause beyond the control of PLP, including (without restricting this clause to these instances), inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

23. Any order is subject to cancellation if the customer breaches any terms of this agreement or makes any attempted compromise, liquidation, sequestration, termination or judgement is recorded against the customer or any of the principals.

24. The customer agrees that PLP will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 22 or 23 occur.

25. This agreement and the interpretation is subject to South African law.