



## STANDARD CONDITIONS OF AGREEMENT

### Definitions:

In this Agreement unless the context otherwise indicates, the following words and expressions shall mean:

(a) "Goods ": All or any crop protection chemicals, agricultural chemicals, fertilizers or animal health products sold by Laeveld Agrochem.

(b) "The Act ": The Fertilizers, Farm feeds, Agricultural Remedies and Stock Remedies Act of 1947.

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Laeveld Agrochem (Pty) Ltd (hereinafter called Laeveld Agrochem) 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 Laeveld Agrochem; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by Laeveld Agrochem and (g) these terms apply to all agents and subcontractors of Laeveld Agrochem.

2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by Laeveld Agrochem at its business address in Pretoria.

2.2 Any order only becomes final and binding on receipt and acceptance of such order by Laeveld Agrochem at its business address per clause 2.1.

3.1 The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as surety and co-principal debtor jointly and severally for the full amount due to Laeveld Agrochem and agrees that these Standard Conditions will apply in the exact same way to him / her.

3.2 The signatories guarantee payment to Laeveld Agrochem for any debts incurred by the Customer and agree that the liability of the signatories will be for the full amount of the debts incurred by the Customer and that such amounts will become due and payable immediately upon any application for business rescue by the Customer or the liquidation of the Customer. The signatories agree that the extent of the liability of the signatories will not be affected by any compromise, settlement or exemption reached with the Customer pursuant to any business rescue plan as provided for in the Companies Act 71 of 2008.

4. The Customer acknowledges that it does not rely on any representations made by Laeveld Agrochem or any third party in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other data furnished by Laeveld Agrochem in respect of the goods orally or in writing will not form part of the Agreement in any way unless agreed to in writing by Laeveld Agrochem.

5.1 The Customer agrees that neither Laeveld Agrochem nor any of its employees, agents or representatives will be liable for any negligent or innocent misrepresentations made to the Customer.

5.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.

5.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

5.4 Laeveld Agrochem reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Customer if the goods that were ordered are not available, should such goods be superseded, replaced or their manufacture terminated.

5.5 the Customer acknowledges and declares that the Customer is aware and accepts that Laeveld Agrochem is not the manufacturer and/or registration holder of any goods marketed and/or sold by Laeveld Agrochem. The Customer therefore accepts the following conditions:

5.5.1 The Customer undertakes to study the labels on the goods and to acquaint itself with the conditions therein before using the goods. The Customer undertakes to study and follow the intended directions for use and instructions properly. Laeveld Agrochem does not pretend to be experts on the use of the goods and will not be liable for any proposal or advice that was given through or on behalf of them. It is the obligation of the Customer to get expert advice from the manufacturer or another expert. Laeveld Agrochem accepts no liability for any damage caused from the use of the goods.

5.5.2 Goods sold and delivered to the Customer may not be returned save at the option of Laeveld Agrochem. Should Laeveld Agrochem in its absolute discretion elect to accept the return of any goods, the cost of returning the goods including packaging and insurance shall be paid by the Customer and the goods shall remain at the Customer's risk until received by Laeveld Agrochem. Returned goods must be in the original packaging and shall be subject to a handling fee as per the Standard Rates of Laeveld Agrochem (available on request).

5.5.3 If the Customer purchases the goods from Laeveld Agrochem as agent on behalf of any other person/body/firm and the Customer's principal fails to confirm the Customer's agency within 14 days in writing after being requested to do so and also fails to admit liability as principal, then and in such instance the Customer shall be regarded as entering into this transaction in his personal capacity, accepting responsibility of all the rights and obligations in terms of this Agreement.

6.1 All quotations will remain valid for a period of 7 days from the date of the quotation.

6.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by Laeveld Agrochem and the prices quoted are subject to any increases in the cost price of Laeveld Agrochem before acceptance of the order.

6.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.

6.4 The Customer hereby confirms that the goods and/or services on any delivery note issued duly represent the goods and/or services ordered by the Customer at the prices agreed to by the Customer and, where delivery/performance has already taken place, that the goods and/or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects. If the contents of an invoice and/or an order and/or a statement is not placed in dispute in writing and delivered to Laeveld Agrochem within 7 days of delivery, then the contents of such document will be considered to be accurate and binding.

6.5 Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these Standard Conditions of Agreement and may not be revoked by the Customer.

6.6 Laeveld Agrochem shall be entitled in its sole discretion to split the delivery/performance of the goods or services ordered in the quantities and on the dates it decides.

6.7 Laeveld Agrochem shall be entitled to invoice each delivery/performance actually made separately.

6.8 Any delivery note or waybill (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Laeveld Agrochem shall be prima facie proof that delivery was made to the Customer.

6.9 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full. Laeveld Agrochem may recover insurance premiums from the Customer for such ordered and uninsured goods.

6.10 Delivery and performance times quoted are merely estimates and are not binding on Laeveld Agrochem. Laeveld Agrochem will not be liable for any damage or consequential damage that might be caused if the goods are not delivered or if there is any delay in the delivering of the goods.

6.11 Laeveld Agrochem is hereby authorised to engage a third party on the Customer's behalf and to pay on behalf of the Customer, on the terms deemed fit by Laeveld Agrochem. The Customer will be liable for any costs so incurred.

6.12 The Customer indemnifies Laeveld Agrochem against any claims against Laeveld Agrochem that may arise from such agreement in clause 6.11.

7.1 Goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantee. Laeveld Agrochem will have no accountability or responsibility for any damage or injury that might occur because of the salvage or storing of the goods. The Customer must strictly follow the instructions for the safe keeping and storing of the goods.

7.2 If a Customer institutes a claim because of the use of the goods or services the following special conditions are applicable:  
(a) The Customer admits that in order to be successful with any such claim, it is essential that notice of any complaints must be given timeously and therefore undertakes to inform Laeveld Agrochem in writing within 48 hours of any circumstances that occurs and which may give cause to such a claim.

(b) The Customer also admits that it is essential that any investigation into abovementioned circumstances must be done thoroughly and timeously and that Laeveld Agrochem and/or the manufacturer therefore shall have the right to inspect all the relevant cultivated fields, to remove samples and arrange for the analysis thereof and to keep record of and exercise control over the adjoining land.

(c) For abovementioned purposes the Customer grants Laeveld Agrochem and/or the manufacturer of the goods and/or their respective agents an irrevocable right of inspection of the Customer's cultivated fields as well as a right of inspection into the Customer's records regarding any yield (crops).

7.3 The liability of Laeveld Agrochem with regard to the guarantee is restricted to the cost of replacement of faulty goods or granting of credit at the sole discretion of Laeveld Agrochem.

7.4 The Customer acknowledges that certain goods are subject to an expiry date and must be used before the expiry date that is printed on the label.

7.5 The Customer acknowledges that goods must be stored according to the instructions of the manufacturer.

7.6 Laeveld Agrochem does not accept return of goods, after the packaging expiry date.

7.7 If a Court of Law should find that notwithstanding the clauses in this Agreement, that Laeveld Agrochem has a liability towards the Customer, the damage will be limited to the purchase price of the goods. This must not be seen as an exception of the renouncement of rights in this Agreement.

8.1 Under no circumstances shall Laeveld Agrochem be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.

8.2 Under no circumstances shall Laeveld Agrochem be liable for any damage arising from any misuse, abuse or neglect of the goods or services.

9. Delivery of the goods or services to the Customer shall take place at the place as agreed by the Customer and Laeveld Agrochem.

10.1 The Customer agrees that the amount contained in a Tax Invoice issued by Laeveld Agrochem shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by Laeveld Agrochem. If payment is not made within this period, the amount outstanding will start bearing interest.

10.2 The Customer agrees to pay the amount on the Tax Invoice at the offices of Laeveld Agrochem or at any other place as indicated by Laeveld Agrochem in writing.

11.1 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 Laeveld Agrochem, reduced to writing and signed by the Customer and a duly authorised representative of Laeveld Agrochem.

11.2 The Customer is not entitled to set off any amount due to the Customer by Laeveld Agrochem against this debt.

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

12.1 The Customer agrees that the amount due and payable to Laeveld Agrochem may be determined and proven by a certificate issued and signed by any director or manager of Laeveld Agrochem, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer and the contents of the certificate.

12.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence or a copy thereof is computer evidence or that the requirements of the Electronic Communications and Transactions Act have not been met.

13.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 if that Act is applicable, or at prime plus 5% as declared by the commercial bank of Laeveld Agrochem if that Act is not applicable, on any moneys past due date to Laeveld Agrochem and that such interest shall be added from the date the account was due.

13.2 The Customer expressly agrees that no debt owed to Laeveld Agrochem by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.

14.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; Laeveld Agrochem is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right Laeveld Agrochem may be entitled to in terms of this Agreement or in law. Laeveld Agrochem reserves its right to stop supply immediately on cancellation or on non-payment.

14.2 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 10.1(b) and all amounts then outstanding shall immediately become due and payable.

14.3 Laeveld Agrochem shall be entitled to withdraw credit facilities at any time within its sole discretion.

15.1 In the event of cancellation, 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 and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

15.2 In the event of cancellation of the Agreement by Laeveld Agrochem, it shall be entitled to repossess any goods that have been delivered to the Customer and remains unpaid by the due date.

15.3 In the event of cancellation of the Agreement by Laeveld Agrochem, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.

16.1 All goods supplied by Laeveld Agrochem remain the property of Laeveld Agrochem until such goods have been fully paid for.

16.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Laeveld Agrochem. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Laeveld Agrochem in the goods.

16.3 If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (*confusio* or *commixtio*) the Customer shall be obliged on notice of cancellation of the Agreement to retransfer the same quantity of goods in ownership to Laeveld Agrochem.

16.4 The Customer agrees to accept any quantity that does not exceed or fall short of the quantity ordered by no more than 10% as good and complete performance and may request to pay Laeveld Agrochem only the proportionate contract price for the actual quantity dispatched which request will not be unreasonably refused.

17.1 The Customer shall be liable to Laeveld Agrochem for all legal expenses on the attorney-and-own-client scale for a lawyer and advocate incurred by Laeveld Agrochem 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 Laeveld Agrochem may demand.

17.2 The Customer agrees that Laeveld Agrochem will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Uniform Rules of Court.

18. The Customer agrees that no indulgence whatsoever by Laeveld Agrochem will affect the terms of this Agreement or any of the rights of Laeveld Agrochem and such indulgence shall not constitute a waiver by Laeveld Agrochem in respect of any of its rights herein. Under no circumstances will Laeveld Agrochem be estopped from exercising any of its rights in terms of this Agreement.

19. The Customer hereby consents that Laeveld Agrochem shall have the right to institute any legal action in either the Magistrate's Court or the High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

20.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 3 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) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iii) within 48 hours if sent by overnight courier or (iv) within 24 hours of being e-mailed to any e-mail address provided by the Customer.

20.2 The Customer chooses its physical address as reflected on the credit application as his/hers address (domicilium citandi et executandi) for any notification or service of legal documents or processes or notices also in terms of the National Credit Act.

20.3 The Customer undertakes to inform Laeveld Agrochem in writing and within 7 days if there is a change of company name or entity and all other information pertaining to the Credit Application. The Customer also undertakes to inform Laeveld Agrochem in writing within 7 days of any change of Director, Member, Shareholder, Owner, Partner or address. The Customer will also inform Laeveld Agrochem 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Laeveld Agrochem reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

20.4 The Customer hereby consents to the storage and use by Laeveld Agrochem of the personal information that it has provided to Laeveld Agrochem for establishing its credit rating and to Laeveld Agrochem disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Laeveld Agrochem will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

20.5 The Customer hereby consents that Laeveld Agrochem can provide personal information of the Customer to third parties, if the Customer has indicated Laeveld Agrochem as a trade reference to third parties and the Customer agrees that Laeveld Agrochem will not be liable for the good faith disclosure of any of this information to such third parties.

20.6 The Customer hereby agrees that the credit facility is a variable credit facility and that Laeveld Agrochem shall be entitled to increase the credit limit of the Customer from time to time.

20.7 The Customer takes note that Laeveld Agrochem will treat the private information of the Customer in accordance with the Privacy Policy of Laeveld Agrochem (available on request or online at [www.laeveld.co.za](http://www.laeveld.co.za)).

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

22. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

23. Any order is subject to cancellation by Laeveld Agrochem due to acts of God or any circumstance beyond the control of Laeveld Agrochem, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought, disease, pandemic or legislation.

24. Any order is subject to cancellation by Laeveld Agrochem if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.

25. The Customer agrees that Laeveld Agrochem will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.

26. If the National Credit Act 34 of 2005 is applicable the following clauses shall not be applicable to this Agreement: clauses 5.1, 19 and 20.6.

27. If the Consumer Protection Act 68 of 2009 is applicable the following clauses shall not be applicable to this Agreement: clauses 5.1, 6.2, 6.4, 6.9, 8.1, 11.2, 13.2, 17.1, 19, 20.1, 20.2 and 20.6.

28. This Agreement and its interpretation is subject to South African law.