

TERMS AND CONDITIONS

1. THIS AGREEMENT

This written agreement comprising the Credit Application and the terms and conditions ("this Agreement") shall govern the supply of goods or services by the Company to the Customer and shall take precedence over any other conditions which may be contained in any of the Company's documentation as well as any of the Customer's documentation and will govern all transactions between the Company and the Customer unless otherwise recorded in writing in a single document and signed by both parties.

2. INTERPRETATION

2.1. In this Agreement, unless the context requires otherwise:

2.1.1. words importing any one gender shall include the other two genders;

2.1.2. the singular shall include the plural and vice versa; and

2.1.3. a reference to natural persons shall include created entities (corporate or unincorporated) and vice versa.

2.2. In this Agreement, the headings have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.

2.3. Any reference in this Agreement to an enactment is to that enactment as at the signature date and as amended or re-enacted from time to time.

2.4. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day.

2.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail in this Agreement.

2.6. Words and/or expressions defined in any clause in the body of this Agreement shall, unless the application of such words and/or expressions is specifically limited to that clause, bear the meaning so assigned to it throughout this Agreement.

2.7. The contra proferentem rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the party responsible for the drafting or preparation of such provisions.

2.8. The eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word "including" followed by specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.

2.9. A reference to any statutory body or court shall be construed as a reference to that statutory body or court as at the signature date and as substituted from time to time thereafter by successor statutory bodies or courts, as the case may be.

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2.10. Any notice or communication required or permitted to be given in terms of this Agreement "in writing" shall also include e-mail and "written notice" shall include notice given by means of email.

2.11. The expiration or termination of this Agreement shall not affect such of its provisions if expressly provided that they will continue to apply, after such expiration or termination or which of necessity must continue to apply after such expiration or termination.

3. CREDIT FACILITIES

3.1. The Customer acknowledges that the granting of credit facilities to it is at the sole discretion of the Company.

3.2. The Company reserves the right at any time and for whatever reason to suspend, withdraw, reduce and/or change any of the Customer's credit facilities, by giving written notice thereof to the Customer, which suspension, withdrawal, reduction and/or change (as the case may be) will take effect on the giving of such written notice to the Customer.

3.3. Notwithstanding the provisions of clause 3.2, the Company will only increase the credit limit under any of the credit facilities with the consent of the Customer, provided that the Company is satisfied, in its sole discretion, that the Customer will be able to meet its obligations under the increased credit limit.

3.4. Notwithstanding the above provisions of this clause 3, the credit limit that is granted to the Customer from time to time shall not be deemed to be a limit of the Customer's indebtedness to the Company, and the Customer will remain indebted to the Company for the full amount of such indebtedness, notwithstanding that such amount may exceed the then applicable credit limit.

4. ORDERS AND QUOTATIONS

4.1. Written purchase orders by the Customer shall constitute irrevocable offers to purchase the goods in question from the Company and all such orders are subject in all respects to approval and acceptance thereof by the Company, in its sole discretion, and the Company is not obliged to accept any order placed by the Customer with it nor will the Company be liable for any claim of any nature whatsoever which may arise by virtue of its failure, neglect and/or refusal to accept any such order.

4.2. A purchase order placed by the Customer with the Company will only become binding on, and irrevocable by, the Customer upon the Company accepting such order. Upon acceptance of an order, the Company shall issue a written order confirmation to the Customer. The Customer cannot, under any circumstances, cancel or withdraw any order in respect of goods that the Company has procured, placed subsequent orders for, or made payments against, in fulfilment of the Customer's order, or subsequent to a written confirmation of order being issued by the Company, or while shipment or delivery of the goods to the Customer is pending.

4.3. In all other circumstances, if the Customer cancels or withdraws any orders, it shall be liable to pay the Company the full value of the order as the Company will have incurred costs in respect of the goods ordered. The Customer may cancel an order, subject to the Company's written approval, in which event the Company shall notify the Customer of the cancellation charges, penalties and consequential charges

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that the Customer will be liable to pay.

4.4. Any quotation given by the Company is made in good faith and will not be binding on the Company unless accepted by the Customer and subsequently confirmed in writing by the Company.

4.5. All quotations are subject to these terms and conditions and are also subject to the Company's final written approval. A date for delivery and/or timeline stated in the quotation is not binding but is indicative.

4.6. The Company shall enjoy the sole and exclusive right to cancel the order and/or written confirmation of order amend the quotation and/or a written order confirmation in accordance with prevailing prices and exchange rate variations at the time, changes to delivery timelines, transport costs (if applicable) and any other factors and circumstances.

5. PRICES

5.1. Subject to the remaining provisions of this clause 5, the price of the Company's goods will be that reflected on the Incoterms reflected on the written quotation supplied to the Customer or that reflected in a written quotation that the Company has provided to the Customer which the Customer accepted within the period for which the quotation was valid (whichever applicable) or, failing the above, the Company's official list price ruling at the date of delivery of the goods.

5.2. The Company reserves its right to vary any quoted price by adding thereto any increased costs beyond its control prior to delivery. A written certificate issued under the hand of a Director or Auditor of the Company stating the amount of such increase shall constitute conclusive proof of the actual amount owing by the Customer in respect of such increase and shall be final and binding upon the Customer, who shall have no right to dispute the quantum of such increase.

5.3. Prices quoted in a currency other than South African currency will be as stated in the corresponding invoice, and subject to exchange rate variation and fluctuation.

5.4. Any purchase of goods specified and/or quoted for by the Company are, unless otherwise expressly stated, exclusive of VAT and delivery charges and the Customer will be liable to pay the Company general sales, value added or similar taxes and any duties or surcharges that are levied in respect of the goods at the rate prevailing at the date of delivery.

6. PAYMENT

6.1. The Customer shall effect payment to the Company of all amounts due by the Customer to the Company in accordance with the Incoterms stated in the written quotation within 30 (thirty) days or 60 (sixty) days, or such other terms as approved by the Company in writing.

6.2. All payments shall be made in the currency reflected on the invoice. The Customer carries any risk associated with or arising from the method elected to effect payment to the Company, including but not limited to, exchange risk and bank charges.

6.3. The Customer shall not be entitled, for any cause whatsoever, to withhold, deduct from, set-off or defer any amounts due by it to the Company.

6.4. The Company may appropriate all payments from the Customer to any such outstanding amounts as it deems fit unless the Customer advises the Company in writing, at the time of effecting payment, how the payment should be allocated.

6.5. The Company reserves the right to levy interest at the rate of 12% per annum calculated from the date on which such amounts become due and payable, to the date of final payment.

6.6. Further to the provisions of clause 6.5, should any amount not be paid by the Customer on due date:

6.6.1. the Company reserves the right to demand payment of the whole amount in respect of all purchases made by the Customer, which shall immediately become due, owing and payable, irrespective of the dates when the goods were purchased; and/or

6.6.2. the Company shall be entitled to suspend all further deliveries of goods until such time as all outstanding amounts have been settled in full by the Customer without the Company incurring any liability to the Customer.

6.7. The Company reserves the right at any time to call for satisfactory guarantees from the Customer for payment of any amounts due or which may become due to the Company. If such guarantees are not supplied within 14 (fourteen) calendar days of the Company's written request, the Company shall be entitled to suspend further deliveries to the Customer until it receives the requested guarantee and/or demand that all amounts owing by the Customer to the Company shall immediately become due, owing and payable.

6.8. Any discount granted by the Company to the Customer is conditional upon payment being received within the agreed payment terms. In the event that payment is not made within the agreed terms, all discounts previously allowed on the relevant invoice shall immediately fall away and the full gross purchase price as reflected on such invoice shall become due, owing and payable by the Customer to the Company in full, without any deduction or set-off whatsoever.

6.9. The Customer shall, within 7 (seven) working days of the date of the Company's monthly statement, advise the Company in writing of any amount appearing on such statement which it alleges is incorrect, and the onus of proving the incorrectness thereof shall lie with the Customer. Should the Customer fail to advise the Company within the aforesaid period, the full amount appearing on the Company's statement of account shall be deemed to have been accepted by the Customer as true, correct and binding, and the Customer shall furthermore be deemed to have received delivery of every item appearing on such statement of account.

7. DELIVERY

7.1. Date of delivery will be deemed to be the date when the goods are delivered to the Customer's nominated delivery address, or if otherwise specified, the date on which the Company makes the goods available to the Customer for collection from, either the physical address of the Company or any collection point(s) specified by the Company, with the date of delivery being deemed for the purposes

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hereof to be the date that such goods are so delivered to the Customer or collected by it (whichever is the case). If the Customer does not nominate a delivery address, and the Company does not specify another collection point (its physical address or other) delivery shall be effected, at the Company's discretion, at the Customer's principal or nearest place of business.

7.2. Any third party who collects the goods from the Company will be deemed to be the Customer's agent.

7.3. The Company may effect delivery of any order in one or more instalments. Each instalment shall be treated as a separate transaction for the purposes of invoicing and payment only, and each instalment shall be separately invoiceable and payable in accordance with the agreed payment terms. Notwithstanding the foregoing, all instalments forming part of the same order shall remain part of a single binding agreement between the parties, and the Customer shall remain obligated to accept and pay for all remaining instalments regardless of any delay beyond an estimated delivery date, it being acknowledged by the Customer that the Company may have already procured, manufactured and/or stored the goods in fulfilment of the Customer's order. The Customer's failure or refusal to accept any instalment shall constitute a breach of the entire order and shall not entitle the Customer to cancel, defer or withhold acceptance of any remaining instalments.

7.4. Any delivery date specified and/or undertaken by the Company is an estimation and indicative non-binding date only and the Company will not be bound to make delivery on such estimated date, with time not being of the essence in respect thereof. There is no guarantee given by the Company regarding the delivery date and no liability will attach to the Company in respect of any direct, indirect, special, general and/or consequential losses and/or damages arising from any delay in the delivery of any goods, irrespective of the cause of such delay.

7.5. The Customer acknowledges and agrees that the indicative and estimated non-binding delivery date provided by the Company in accordance with the written confirmation of order may be extended by the Company in its sole and absolute discretion, due to a number of circumstances, including but not limited to vessel and shipment delays, supplier delays, acts of war, acts of God and any other circumstances out of the control of the Company.

7.6. Notwithstanding, the Company shall endeavour to deliver the goods to the Customer either on the date agreed between the parties or within a reasonable period (considering the availability of the goods and/or the lead time applicable to such goods) from receipt of the Customer's order. If the Company is not able to deliver the goods to the Customer as aforesaid, it will advise the Customer of this fact and will deliver the goods within a reasonable period thereafter (if possible).

7.7. If the Customer fails or refuses to accept delivery of goods and/or delays the delivery of goods, the Company, in its sole discretion, will be entitled to charge the Customer a daily storage fee, as determined by it in its sole discretion, until such time as the goods are delivered to the Customer and/or the Company may cancel the transaction and recover whatever damages it has suffered as a result of the Customer's refusal and/or delay, and/or may charge the Customer costs relating to the rental of the undelivered goods.

7.8. The Customer must inspect the goods on receipt of same. Once the Customer signs the Company's delivery documents, the Customer warrants to the Company that it has received delivery of the goods and

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that they are in good order and condition and ready for use, except to the extent of any damage thereto endorsed on the delivery documents or to the extent of the Customer relying on the provisions of clause 11.

7.9. In the event that delivery is delayed by the supplier or otherwise, the Customer remains obliged to take delivery of the goods, failing which the Customer is liable for payment of any related delivery costs, admin and any other costs arising. The industry norm charges in respect of such additional and admin costs is the equivalent of 10% of the ordered quantity amount. The Customer is liable for payment as such to the Company.

7.10. In the event that the Company is required to hold goods for the Company, the parties will enter into a separate written stockholding agreement specifying additional terms and conditions.

8. RISK AND OWNERSHIP

8.1. The risk in the goods shall pass to the Customer in accordance with the Incoterms quoted on the Company's quotation, alternatively from the date of invoicing of the goods, alternatively from date of delivery from which point onwards the Customer shall be responsible for transporting, handling and/or storing the goods as prescribed by the Company or by law. If the Company delivers the goods to the Customer, the Customer shall be responsible for the offloading of the goods and if the Customer collects the goods from the Company, the Customer shall be responsible for the onloading of the goods.

8.2. Ownership and risk to the goods shall be deemed to have passed to the Customer, if the Customer fails to take delivery and the goods are stored for and on behalf of the Customers by the Company, in which event the Company shall charge the Customer storage and other costs until delivery is taken by the Customer, or as otherwise determined by the Company in its sole and exclusive discretion.

8.3. The Company shall have the right to recover the goods from the Customer in the event of non-payment and to such extent, the Customer hereby authorises and consents to the Company entering its premises or other property on which the goods are stored/held, for the purpose of repossessing the goods for which no payment was received in respect of which ownership vests in the Company.

9. QUALITY SPECIFICATIONS

9.1. Notwithstanding the description of the goods ordered, or product, the Company reserves the right to supply goods ordered at the current specifications at the final date of delivery, in accordance with industry standard and acceptable tolerances and variations. Repeat orders by a Customer are subject to this provision.

9.2. Furthermore, any recommendation, price list catalogue, brochure, weight, specification and/or other technical data provided by the Company in respect of the goods, is approximate and for information only and does not form part of this Agreement.

9.3. Goods are sold and information and advice given on the understanding that the Customer is solely responsible for determining the suitability of the goods for the intended use.

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9.4. The suitability and quality of the goods, and more specifically the suitability of the glass bottles to filling, capping, labelling and packaging processes are the exclusive responsibility of the Customer.

9.5. The Company is not liable for any representations, guarantees and specifications made by the Company in respect of the goods, or which may be contained in catalogues, brochures, labels and other sources of information relating to the goods. It is the Customer's responsibility to examine, test and evaluate the goods before using the goods in any process of manufacture or production or for mixing with or addition to any other product/s.

9.6. The Company will supply the goods in accordance with the agreed designs and specifications, subject to industry norm tolerances and variations and AQL (Acceptable Quality Level).

10. DISCREPANCIES

10.1. The Customer shall notify the Company in writing within 7 (seven) calendar days from the date of delivery that the goods delivered are defective, short delivered, damaged or not otherwise in accordance with the order, indicating the invoice number, delivery number, the description of the goods, the quantity of each of the goods and full details of the complaint. Notwithstanding any discrepancy, the Customer must accept delivery of the goods. No claim for shortages or breakages will be recognised unless notified by the Customer to the Company in writing within 7 (seven) calendar days of delivery, and no goods will be accepted for return save with the Company's prior written consent. Goods supplied against a written purchase order or written confirmation issued by or on behalf of the Company, which are free of defects in accordance with clause 10.4, cannot be returned for any reason whatsoever.

10.2. Unless the Customer gives notice to the Company in the aforesaid manner, the Company shall not be liable for any of the aforesaid discrepancies, provided that receipt of the aforesaid written notice shall only constitute proof of notification and not of the discrepancy.

10.3. All goods are subject to 1% transit damages, and no complaints below 1% will be entertained. The calculation applicable to the foregoing is the total quantity of goods per shipment x 1%, which is the industry accepted standard and norm, considering factors including but not limited to, the fragile nature of the goods, transport distances travelled, amongst others.

10.4. All goods are subject to AQL levels, standards and projections, within acceptable industry standard AQL parameters of variations and discrepancies.

10.5. The Company shall inspect the goods and investigate the claim of the Customer.

10.6. Once the Company has satisfied itself of the validity of the Customer's complaint, it will resolve the complaint at its sole and exclusive discretion by either correcting the goods supplied to the Customer, replacing the defective or damaged goods or taking back the goods and passing a credit in respect of the Customer's account.

10.7. Provided that the Customer has complied with this clause 10 and the Company has accepted the Customer's complaint (it being noted that the Company shall determine, in its sole and exclusive discretion, whether a complaint is accepted/approved for a return or exchange of goods), the Customer shall deliver the goods in question to the Company at the address reflected on the Company's

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corresponding invoice within 10 (ten) calendar days of being requested to do so by the Company.

10.8. If notwithstanding the exercise of reasonable care, the Customer could not reasonably have become aware of any damage to or defect in the goods within the period referred to above, the Company may, in its sole discretion, be prepared to extend the period provided that full details are given in writing as to the reasons why the damage or defect was not detected earlier.

10.9. The above is subject to the Customer complying with all applicable legislation and the procedures prescribed by the Company relating to the handling and storage of the goods, the goods being in their original condition, the Customer not having altered the goods and any defect or damage to the goods not having been caused by any conduct or omission on the part of the Customer or any third party. The Company reserves its right not to accept any goods that do not comply with the above provisions.

11. RETURNS

11.1. Save as provided under clause 10 above, goods sold by the Company are not returnable save with the written consent of the Company.

11.2. Should the Company, in its absolute discretion, elect to accept/approve return of any goods incorrectly ordered, it will furnish the Customer with a written confirmation of the return and the goods must immediately be returned to the Company at the Customer's expense with the corresponding invoice and delivery note, undamaged and in the same condition as they were in at date of delivery. The risk in the goods shall remain with the Customer until the goods are received and accepted by the Company.

11.3. The Company reserves its sole and exclusive right not to accept any goods that do not comply with the above provisions and for whatsoever reason.

11.4. The Customer shall not be entitled to return any goods to the Company due to non-payment or for compensation. The Customer acknowledges that the goods have been specifically produced according to the Customer's specifications and requirements and therefore may have no or little value to other third parties or Customers.

11.5. Only the quantity of goods validated and declared in writing by the Company as returnable, will be credited.

11.6. The Company reserves the right to debit a handling and restocking charge against the Customer in respect of any goods accepted for return, the quantum of which shall be determined by the Company in its sole discretion. The Customer's account shall be credited only for the net value of the returned goods after deduction of such handling and restocking charge.

12. WARRANTIES

12.1. THE CUSTOMER WARRANTS THAT:

12.1.1. THE INFORMATION RECORDED IN SECTION 1 IS TRUE AND ACCURATE;

12.1.2. ENTERING INTO THIS AGREEMENT DOES NOT CONFLICT OR VIOLATE IN ANY WAY ITS MEMORANDUM OF INCORPORATION OR ANY OTHER SIMILAR GOVERNING

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DOCUMENT, ANY APPLICABLE LAW, REGULATION OR PERMIT OR ANY INSTRUMENT OR AGREEMENT BINDING UPON IT;

12.1.3. IT HAS THE POWER TO ENTER INTO, PERFORM AND DELIVER, AND HAS TAKEN ALL NECESSARY ACTIONS TO AUTHORISE ITS ENTRY INTO, PERFORMANCE AND DELIVERY OF, THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT;

12.1.4. THAT NO LIMIT ON ITS POWERS WILL BE EXCEEDED AS A RESULT OF ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT; AND

12.1.5. ALL CORPORATE RESOLUTIONS WHICH MAY BE NECESSARY TO ENTER INTO THIS AGREEMENT HAVE BEEN DULY PASSED.

12.2. THE COMPANY WARRANTS THAT THE GOODS ARE REASONABLY SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE GENERALLY INTENDED (BUT NOT FOR ANY OTHER SPECIFIC PURPOSE AS THE COMPANY DOES NOT KNOW WHAT THE CUSTOMER INTENDS TO USE THE GOODS FOR), ARE OF GOOD QUALITY, FREE OF ANY DEFECTS AND WILL BE USABLE FOR A REASONABLE PERIOD OF TIME (HAVING REGARD TO THE USE TO WHICH THE GOODS WOULD NORMALLY BE PUT AND TO ALL SURROUNDING CIRCUMSTANCES OF THEIR SUPPLY).

12.3. THE AFORESAID WARRANTY SHALL ONLY BE APPLICABLE TO GOODS THAT ARE NOT TAMPERED WITH, THAT THE CUSTOMER HAS STORED UNDER THE PRESCRIBED CONDITIONS OR RECONSTITUTED UNDER THE PRESCRIBED CONDITIONS OR USED FOR THE PURPOSES FOR WHICH THEY ARE GENERALLY INTENDED OR USED AS PRESCRIBED BY THE COMPANY OR USED PRIOR TO SAME EXPIRING OR SUBJECTED TO THE NECESSARY EVALUATION AND CONTROL TESTS.

12.4. SAVE FOR THE ABOVE GUARANTEES OR UNDERTAKINGS AND SAVE FOR WHAT IS EXPRESSLY SET OUT IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE BOUND BY ANY OTHER WARRANTIES, GUARANTEES OR UNDERTAKINGS, WHETHER EXPRESS, TACIT OR IMPLIED.

13. BREACH

13.1. If the Customer breaches any provision of this Agreement, or fails to pay any amount on its due date, or suffers any civil judgment being taken or entered against it, or commits an act of insolvency, or is placed under sequestration, liquidation or business rescue (whether voluntary or compulsory), or makes or attempts to make any general offer of compromise with any of its creditors or sells its business or changes the structure of its ownership, the Company shall, without prejudice to any other remedies that it has available to it in terms of this Agreement or in law, and without prior notice to the Customer, be entitled to:

13.1.1. suspend or cease performance of its obligations to the Customer until the Customer's breach has been remedied;

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13.1.2. summarily cancel the sale of any goods to the Customer;

13.1.3. repossess any goods which have not been paid for; and/or

13.1.4. summarily cancel this Agreement or claim specific performance of all of the Customer's obligations whether or not such obligations have fallen due for performance; and

13.1.5. in all events without prejudice to the Company's rights to claim direct and indirect damages.

14. FORCE MAJEURE

Should the Company's ability to perform in terms of this Agreement be limited, delayed and/or prevented in whole or in part as a result of an act of God or any cause beyond its reasonable control, including without limitation: governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, war, hostilities, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), accident to plant and/or machinery, transportation delays including restraints and/or delays affecting carriers and restraints, inability and/or delays in obtaining supplies of adequate or suitable materials, labour, electricity and/or other supply, the Company will be excused, discharged and released without liability from performance of such obligations to the extent that such performance is so limited, delayed and/or prevented.

15. LIMITATION OF LIABILITY AND INDEMNITY

15.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, DELICTUAL OR OTHER LOSS OR DAMAGE OF ANY NATURE AND HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, SPOILAGES, CONTAMINATION, CONTRACT LOSSES, BACK CHARGES, THIRD PARTY LIABILITY CLAIMS, PRODUCT RECALL COSTS, LOSSES DUE TO ANY DELIVERY DATE CHANGES OR DELAYS, OR LOSSES ARISING FROM QUALITY ISSUES BY THE SUPPLIER OR MANUFACTURER, WHICH MAY BE SUFFERED BY THE CUSTOMER AS A RESULT OF OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREIN, THE GOODS OR THE USE OR APPLICATION OF THE GOODS. THIS EXCLUSION DOES NOT APPLY TO LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE COMPANY. IN THE EVENT THAT ANY COURT OF COMPETENT JURISDICTION FINDS THAT THE COMPANY IS LIABLE TO THE CUSTOMER NOTWITHSTANDING THE AFOREGOING, THE COMPANY'S LIABILITY SHALL IN ALL EVENTS BE LIMITED TO THE INVOICE VALUE OF THE SPECIFIC GOODS IN RESPECT OF WHICH THE CLAIM ARISES.

15.2. THE CUSTOMER HEREBY INDEMNIFIES THE COMPANY AND HOLDS THE COMPANY, ITS DIRECTORS, EMPLOYEES AND AGENTS HARMLESS AGAINST ANY CLAIM, LOSS, DAMAGE, COST OR EXPENSE OF ANY NATURE MADE AGAINST OR SUFFERED BY THE COMPANY, ITS DIRECTORS, EMPLOYEES OR AGENTS BY ANY THIRD PARTY ARISING FROM THE GOODS SUPPLIED BY THE COMPANY TO THE CUSTOMER, THE CUSTOMER'S USE OR MISUSE OF SUCH GOODS, ANY PRODUCT RECALL INITIATED AS A RESULT OF

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THE CUSTOMER'S ACTIONS OR OMISSIONS, OR ANY OTHER MATTER FOR WHICH THE COMPANY WOULD NOT BE LIABLE TO THE CUSTOMER UNDER THIS AGREEMENT.

15.3. WITHOUT LIMITING THE GENERALITY OF CLAUSE 15.1, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES OF A COMMERCIAL NATURE WHICH ARE NOT THIRD PARTY CLAIMS OR DIRECT LOSSES IN RESPECT OF THE GOODS THEMSELVES, INCLUDING BUT NOT LIMITED TO PRODUCTION DOWNTIME, LOST CONTRACTS OR BUSINESS OPPORTUNITIES, WASTED LABOUR OR SETUP COSTS, STORAGE AND HOLDING COSTS, FINANCING COSTS, PENALTIES LEVIED BY THE CUSTOMER'S OWN CUSTOMERS, OR ANY OTHER CONSEQUENTIAL COMMERCIAL LOSS OF WHATSOEVER NATURE, WHETHER FORESEEABLE OR NOT, ARISING DIRECTLY OR INDIRECTLY FROM ANY TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, THE SUPPLY OF GOODS, ANY DELAY IN DELIVERY, OR THE USE OR APPLICATION OF THE GOODS.

15.4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE COMPANY SHALL NOT BE LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS, DAMAGE, COST OR CLAIM OF WHATSOEVER NATURE ARISING FROM OR IN CONNECTION WITH THE INCOMPATIBILITY, MISMATCH OR INCORRECT FITTING OF CAPS, CLOSURES, FITTINGS, ACCESSORIES OR ANY OTHER COMPONENTS WITH ANY BOTTLE, CONTAINER OR PRODUCT SUPPLIED BY THE COMPANY OR ANY THIRD PARTY. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CUSTOMER TO VERIFY AND CONFIRM THE COMPATIBILITY OF ALL CAPS, CLOSURES, FITTINGS AND ACCESSORIES WITH THE RELEVANT GOODS PRIOR TO USE, PRODUCTION OR PROCESSING. THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS OF ANY CAP, CLOSURE, FITTING OR ACCESSORY FOR USE WITH ANY PARTICULAR BOTTLE, CONTAINER OR PRODUCT UNLESS SUCH COMPATIBILITY HAS BEEN EXPRESSLY CONFIRMED IN WRITING BY A DIRECTOR OF THE COMPANY. THE CUSTOMER INDEMNIFIES THE COMPANY AGAINST ALL CLAIMS, LOSSES, DAMAGES AND COSTS ARISING DIRECTLY OR INDIRECTLY FROM ANY SUCH INCOMPATIBILITY OR MISMATCH, INCLUDING BUT NOT LIMITED TO PRODUCTION LINE FAILURES, FAILED FILLS, PRODUCT CONTAMINATION, PRODUCT RECALLS, DAMAGED GOODS AND ANY DOWNSTREAM CLAIMS BY THE CUSTOMER'S OWN CUSTOMERS.

16. CESSION

16.1. The Customer shall not be entitled to cede, assign, transfer, encumber or delegate any of its rights, obligations and/or interests in, under or in terms of this Agreement to any third party without the prior written consent of the Company.

16.2. The Company shall be entitled to cede, assign, transfer, encumber or delegate any of its rights, obligations and/or interests in, under or in terms of this Agreement to any third party without the prior written consent of the Company.

16.3. The Company shall be entitled to cede its rights or assign its obligations under this Agreement without requiring the written consent of the Customer. Should such cession and/or assignment take place,

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such cessionary shall also be entitled to enforce its rights hereunder against the Customer in respect of goods that it supplies to the Customer.

17. COPYRIGHT

17.1. The Company is the owner of the copyright and all other intellectual property rights that vest in the Company's original works, including but not limited to, its catalogues, on-line software and website. No part of the foregoing may be used by the Customer for any purpose other than the ordering of goods from the Company. The Customer shall not copy or reproduce any parts of the foregoing without the express written consent of the Company.

17.2. Where the Customer provides the Company with any design, logo, artwork, shape, mould specification, trade mark, colour scheme, reference sample, physical sample or bottle sample for the purposes of the supply of goods, the Customer warrants that it owns or has obtained all necessary rights to such intellectual property, samples and references and that the goods produced therefrom will not infringe the rights of any third party.

17.3. It is the sole responsibility of the Customer to ensure that the product, including its shape, appearance, design, logo and any other distinguishing feature, is not exclusively trade marked, registered or otherwise protected by any other producer, manufacturer or rights holder prior to placing any order with the Company. The Company accepts no responsibility whatsoever for conducting any trade mark, design or intellectual property searches or verifications on behalf of the Customer.

17.4. Should any third party claim that the appearance, design, logo, shape, sample or any other feature of the goods infringes their intellectual property rights, the Customer shall be solely responsible for defending and resolving such claim at its own cost and shall bear full legal and financial responsibility for all costs, damages and settlements arising therefrom. The Customer indemnifies the Company and its directors, employees and agents against any loss, cost or claim of whatsoever nature arising from any such third party intellectual property claim.

17.5. The Customer shall remain obligated to accept and pay for all goods produced or supplied by the Company based on or derived from any such sample, reference or specification, notwithstanding any pending intellectual property dispute, unless a court of competent jurisdiction orders otherwise.

18. DOMICILIUM

18.1. The Customer's physical address, postal address, email address and telefax number set out in the Application (Section 1 of this Agreement) will constitute the Customer's chosen domicilium citandi et executandi. The Company's physical address, postal address and email address set out on the first page of this Agreement will constitute the Company's chosen domicilium citandi et executandi.

18.2. Each party may by written notice to the other party change their domicilium, provided that the change shall become effective on the 7th (seventh) calendar day after the receipt of the written notice by the addressee, unless otherwise agreed to in writing by the parties.

18.3. Any notice to a party, sent by pre-paid registered post in a correctly addressed envelope shall be deemed to have been received on the 7th (seventh) calendar day after posting (unless the contrary is proved), delivered by hand during normal business hours to a responsible person during shall be deemed to have been received on the day of delivery, or sent via email during normal business hours shall be deemed to have been received on the day it is transmitted in the case of an email and on date of dispatch in the case of a telefax.

18.4. Notwithstanding the above, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium.

19. LEGAL PROVISIONS

19.1. This Agreement and all transactions between the Customer and the Company shall be governed by and decided upon in accordance with the laws of the Republic of South Africa.

19.2. Either party shall, at their option, be entitled to institute action in the Magistrate's Court, notwithstanding that the amount of the party's claim exceeds the jurisdiction of such Court. Notwithstanding this consent, either party shall be entitled to institute such proceedings out of any competent Court with jurisdiction.

19.3. A certificate issued by any manager of the Company, whose authority, appointment and signature it shall not be necessary to prove, that purports to certify any indebtedness of the Customer to the Company, delivery of the goods to the Customer, or any other fact shall constitute prima facie proof of such indebtedness or delivery or such other fact.

19.4. A party that successfully enforces or defends its rights under this Agreement shall be entitled to recover from the other party all legal costs incurred by the successful party on the scale as between attorney and client, costs of Counsel on brief, tracing agent's fees, collection charges and other disbursements.

19.5. The Customer agrees that in the event that the Customer is placed under business rescue or liquidation, the conclusion of any compromise of the debt under such approved business rescue plan or offer of compromise will not reduce the liability of any person or entity that has signed surety for the debts due by the Customer to the Company and such surety shall remain liable for the full amount of the debt that was due before such compromise, notwithstanding that it is acknowledged, agreed and understood by the Customer that the surety may be entitled to have recourse against the Customer for amounts paid by the surety to the Company pursuant to such suretyship.

20. GENERAL

20.1. This Agreement constitutes the entire agreement between the parties. To the maximum extent permitted by law, no party shall be entitled to rely upon any term, warranty, guarantee, condition or representation, unless it is contained herein.

20.2. No agreement to vary, add to, amend or cancel this Agreement and no extension of time, waiver or relaxation of any of the provisions of this Agreement shall be binding, unless reduced to writing and signed by or on behalf of the parties.

20.3. No indulgence that the Company may grant to the Customer and no failure by any party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way that party's right to require performance of any such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

20.4. This Agreement and the terms and conditions contained therein shall always prevail over any other terms and conditions, of the Customer, any third or other parties.

20.5. Each provision of this Agreement is severable, the one from the other. If any provision is found to be defective, unlawful or unenforceable for any reason by a competent Court, the remaining provisions shall continue to be of full force and effect.

20.6. Each party warrants that it is acting as a principal and not as an agent for an undisclosed principal.

20.7. This Agreement shall be binding on and enforceable by and against the estates, heirs, executors, administrators, trustees, assigns, liquidators, curators, business rescue practitioners or other legal representatives, as the case may be, of the parties.

20.8. This Agreement may be signed in counterparts, in which event the originals together will constitute the entire agreement between the parties.

21. DISCLOSURE OF INFORMATION

21.1. The Customer hereby consents and grants authority to the Company to conduct credit checks, searches and the like with any credit agency or party which the Company may at its discretion consider expedient or necessary, inter alia, for the purpose of ascertaining the credit worthiness of the Customer or in order to trace the Customer or any of its assets.

21.2. The Customer acknowledges that the application for and existence of any account with the Company may be recorded by credit agencies and details of the conduct of the account may be given to and duly recorded by and shared with other persons for various reasons. The Company shall be entitled to record any adverse credit report with any agency or person.

21.3. The Customer hereby waives any claim and indemnifies and holds the Company harmless against any claim for any nature and howsoever arising from the aforesaid instances.

22. THE CONSUMER PROTECTION ACT

22.1. If the Customer is not a 'Consumer' as defined in the CPA and the/or if the CPA does not apply to this Agreement, then the above provisions of this clause do not apply to the Customer and/or this Agreement.

22.2. If any provisions of the CPA conflict with the provisions herein, then the applicable provisions of the CPA will prevail.

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22.3. Any provision of this agreement that is in conflict with the CPA shall not invalidate this agreement, but rather, that provision shall not form part of this agreement and the remainder of this agreement shall continue to be and remain in full force and effect.

23. THE PROTECTION OF PERSONAL INFORMATION ACT NO. 4 of 2013 ("POPIA")

23.1. The Customer is hereby notified that its personal information and, if applicable, that of its representative(s) and other parties provided to the Company herein or otherwise, will be collected and processed by the Company in accordance with POPIA, primarily for the purposes of enabling the Company to properly consider the Customer's Application Form for the granting of credit facilities and to enter into transactions with the Company in respect of the supply of goods to it.

23.2. The Company is the 'Responsible Party' as defined in POPIA.

23.3. The definition of 'Personal Information', being the 'what' to which the provisions of POPIA applies, is defined in section 1 thereof, and although as wide as the grace of God, can be summarised as any and all information of a person, which may or might identify the person who it is about, and which information is held or used by another person in any manner and/or form.

23.4. The personal information collected and processed by the Company may include the Customer's and if applicable, its said representative(s) and other parties', basic contact information, including names, titles, identification/registration numbers, e-mail addresses, physical addresses, telephone numbers, postal addresses, CIPC disclosure information/documents and any other data provided to the Company through its website or otherwise.

23.5. The Customer acknowledges that:

23.5.1. the furnishing by it of personal information is voluntary and not mandatory; and

23.5.2. the consequences of failure to provide personal information could lead to the inability of the Company to consider the Customer's Application Form for the granting of credit facilities and/or the inability of the Company to enter into transactions with the Customer in respect of the supply of goods to it.

23.6. The processing of personal information by the Company includes: the collection, storage, updating, use, making available and/or destruction thereof, to enable the Company to inter alia:

23.6.1. consider the Customer's Application Form;

23.6.2. enter into transactions with the Customer in respect of the sale of goods;

23.6.3. maintain the Company's internal administration management systems;

23.6.4. comply with any legal obligations placed on it;

23.6.5. enforce and/or collect on any agreement when the Customer is in default/breach of this Agreement;

23.6.6. defend, prosecute or make a claim against the Customer, the Company or a third party;

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23.6.7. trace the whereabouts of the Customer for the purposes of collection/hand-over;

23.6.8. perform historical, statistical, research and/or other technical functions; and

23.6.9. do affordability assessments, credit assessments and/or credit scoring in respect of the Customer, and deliver/transmit documents, correspondence, notices and goods to the Customer.

23.7. The Customer acknowledges that the Company will be entitled to disclose personal information to inter alia, the following persons whom are obligated not to disclose, and to keep confidential, the personal information:

23.7.1. affiliates advisors, bankers, auditors, brokers, employees and/or third-party service providers and suppliers who are required to be informed of the personal information in order to enable the Company to comply with any quotation to and/or agreement with the Customer in respect of goods;

23.7.2. attorneys, tracing and other agents, debt collectors and/or other persons that assist with the enforcement of this Agreement;

23.7.3. government and/or regulatory and/or law enforcement agencies, local and/or international tax authorities and/or other persons that the Company is required under law to share the personal information with;

23.7.4. persons to whom the Customer cedes, assigns and/or delegates its rights and obligations to under this Agreement;

23.7.5. any other persons who assist the Company in its interactions with the Customer and thus need to know your personal information to assist the Company in communicating with the Customer, and in connection with enquiries, proceedings or investigations by such parties.

23.8. The Customer acknowledges that the Company may process the personal information using automated means to assist it in making a decision about the Customer, e.g., regarding the Customer's request for the granting of credit facilities.

23.9. The Customer further acknowledges and confirms that it may:

23.9.1. access the information that the Company has about it and/or its said representative(s) and/or other persons and may request the Company to correct and/or delete the personal information if it is inaccurate, misleading, irrelevant, out of date, excessive, unlawfully obtained and/or no longer authorised to be stored, and may file a complaint with the Information Regulator established in terms of POPIA about any alleged contravention of the protection of the personal information; and

23.9.2. withdraw its consent which allows the Company to process the personal information, except if otherwise allowed and/or required by law.

I, the undersigned, do hereby warrant that:

a) All of the information recorded in the application section is accurate, correct and complete in all respects. The Customer undertakes to notify the Company of any changes to such information within 7 (seven) calendar days from such change occurring.

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b) The Customer agrees that all transactions concluded with the Company will be subject to the terms and conditions as contained in this credit application and agree to be bound by all such terms and conditions, which the Customer and its signatory hereby declare having fully understood.

c) I have the necessary authority to represent the Customer herein.