

## GENERAL TERMS AND CONDITIONS OF TRADE

### 1. INTERPRETATION AND DEFINITIONS

- 1.1. The expression "General Terms and Conditions" refers to these General Terms and Conditions of Trade and the words "clause" or "clauses" refer to clauses of these General Terms and Conditions.
- 1.2. The headings in these General Terms and Conditions are for convenience only and are not to be taken into account for any purposes of interpreting these General Terms and Conditions.
- 1.3. In these General Terms and Conditions, unless the context clearly indicates a contrary intention, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
  - 1.3.1. "**Contract**" means a contract/agreement (whether written, verbal or otherwise), for the supply of Products and/or Services by the Supplier, entered into by and between the Supplier and the Customer;
  - 1.3.2. "**Customer**" means the person/entity ordering and/or purchasing Products and/or Services from the Supplier;
  - 1.3.3. "**EXW**" means the Incoterm ex-works, as recorded in Incoterms 2010;
  - 1.3.4. "**Invoice**" means a pro-forma invoice and/or tax invoice generated by the Supplier and delivered to the Customer in respect of Products and/or Services ordered and/or purchased by the Customer from the Supplier;
  - 1.3.5. "**Parties**" means the Supplier and the Customer collectively, and "**Party**" shall mean either one of them as the context may require;
  - 1.3.6. "**Product**" means any product ordered and/or purchased by the Customer from the Supplier and/or supplied by the Supplier to the Customer, and "**Products**" shall have a corresponding meaning;
  - 1.3.7. "**Purchase Order**" means a purchase order, for Products or Services, received by the Supplier from the Customer;
  - 1.3.8. "**Service**" means any service ordered and/or purchased by the Customer from the Supplier and/or supplied by the Supplier to the Customer, and "**Services**" shall have a corresponding meaning; and
  - 1.3.9. "**Supplier**" means CGH South Africa (Pty) Ltd (Registration Number: 2016/318521/07).

### 2. APPLICATION

- 2.1. Unless specifically otherwise agreed in writing between the Parties, these General Terms and Conditions shall apply to any Contract, order (incl. Purchase Order) and Invoice applicable between the Parties from time to time, irrespective of whether the Contract, order (incl. Purchase Order) and/or Invoice arises out of:
  - 2.1.1. an offer made by the Supplier and accepted by the Customer, or
  - 2.1.2. an offer made by the Customer and accepted by the Supplier, including any such offer made by the Customer in response to a quotation by the Supplier, or
  - 2.1.3. another contract, agreement or arrangement entered into between the Parties.
- 2.2. For the avoidance of doubt, these General Terms and Conditions will override all terms and conditions of sale and/or purchase stipulated/advanced by the Customer in respect of any Product, Service, Contract, Invoice and/or order (incl. Purchase Order) from time to time, unless specifically agreed otherwise between the Parties in writing.
- 2.3. These General Terms and Conditions are freely available to the Customer and can be requested from any person in the sales department at any time. These terms and conditions are subject to change from time to time, as the Supplier may determine in its sole and absolute discretion, and it shall be and remain the Customer's sole and absolute responsibility and liability to ensure that he/she/it remains up to date and knowledgeable on the latest version of these General Terms and Conditions in issue from time to time. The Customer acknowledges that he/she/it shall be bound by the latest version of the General Terms and Conditions in issue from time to time.

### 3. QUOTATIONS AND ORDERS

- 3.1. Quotations delivered by the Supplier shall be valid for a period of 30 (thirty) days only, unless specifically recorded otherwise in writing by the Supplier.
- 3.2. The acceptance of quotations and the placing of orders (incl. Purchase Orders) shall not be binding on the Supplier, unless acknowledged and confirmed in writing by the Supplier.
- 3.3. The Supplier reserves the right to adjust prices quoted if the Customer fails to order and/or purchase the volume/number/scope/extent of Products and/or Services originally given as a basis for the quotation.
- 3.4. Any and all orders (incl. Purchase Orders) shall be executed at the discretion of the Supplier and the mere receipt by the Supplier of an order (incl. a Purchase Order) shall not oblige the Supplier to supply, and/or sell, any Product and/or Service so ordered.
- 3.5. The Supplier shall not be obliged to deliver on an order (incl. a Purchase Order) that is below its indicated minimum order quantity (if any and as determined from time to time).

**4. PRICE**

- 4.1. In instances where a quotation has been delivered by the Supplier and accepted by the Customer, in respect of the supply of Products and/or Services by the Supplier to the Customer, the purchase price applicable will be based on the accepted quotation, subject to clauses 3.1, 3.3 and 4.3
- 4.2. Should no accepted quotation exist, the acceptance of an order (including a Purchase Order) by the Supplier is subject to the proviso that the Products and/or Services will be supplied at the price/s applicable as per the Supplier's official price list in force from time to time, subject to clause 4.3.
- 4.3. If any of the Supplier's costs/expenses in selling and delivering Products and/or Services to the Customer (i.e. costs of sales, transport, delivery, etc.) have increased for any reason beyond the Supplier's control, or in the ordinary course of the Supplier's business, before delivery, then the purchase price, albeit as per accepted quotation or Supplier price list, shall be increased by the excess or, if the excess cannot be determined exactly, by a reasonable allowance for it.
- 4.4. All information contained in any price list of the Supplier is subject to change from time to time, as the Supplier may determine in its sole and absolute discretion, and it shall be and remain the Customer's sole and absolute responsibility and liability to ensure that he/she/it remains up to date and knowledgeable on the latest version of each of the Supplier's price lists in issue from time to time.

**5. COSTING**

- 5.1. Unless specifically agreed otherwise between the Parties in writing, all prices quoted by the Supplier and/or referenced in the Supplier's price lists applicable from time to time, will be deemed to be quoted and referenced:
- 5.1.1. exclusive of VAT;
- 5.1.2. exclusive of any and all costs and charges related to transport / load regulations and fastening materials, (incl. on-loading and off-loading), insurance, customs, duties, taxes, special packaging; and
- 5.1.3. on the basis of EXW delivery at a location nominated by the Supplier.

**6. DISCOUNTS AND REBATES**

- 6.1. Prices charged by the Supplier to the Customer will be strictly net and not subject to any discount/rebate, unless otherwise agreed in writing between the Parties.
- 6.2. In the event that the Supplier agreed to grant a settlement, volume, trade or other discount/rebate, such discount/rebate shall only be effectively and formally granted where the Supplier receives full payment by due date. If the Supplier does not receive full payment by due date, the settlement or trade discount/rebate shall be regarded as null and void and the Supplier shall be liable for payment of the full amount charged. Interest and penalty charges, as provided for in these General Terms and Conditions, shall be levied on such full amount charged.

**7. PAYMENTS**

**7.1. General**

- 7.1.1. All amounts owing by the Customer to the Supplier from time to time shall be paid by the Customer to the Supplier:
- 7.1.1.1. on or before the due date for payment thereof;
- 7.1.1.2. via electronic funds transfer into such a bank account as the Supplier may nominate;
- 7.1.1.3. in South African or foreign currency as stipulated by the Supplier and free of Bank, commission and other charges; (for avoidance of doubt, if and when bank charges are applicable, it will be for the account of the Customer);
- 7.1.1.4. free from any and all deduction, withholding, set-off and/or counterclaim of any nature whatsoever.
- 7.1.2. Should any payment not be received by the Supplier from the Customer by the due date for payment thereof, the Supplier shall have the option, without prejudice to any of its other rights (albeit in terms of these General Terms and Conditions or otherwise), to cancel or suspend further supply of Products and/or Services and/or, by giving written notice thereof to the Customer, to require immediate payment of all amounts owing by the Customer to the Supplier, whether or not those amounts are actually due, and/or to take any other action it may deem necessary, in accordance with these General Terms and Conditions or otherwise at law, until such payment is received.
- 7.1.3. All payments received by the Supplier from the Customer from time to time shall be appropriated firstly towards levied interest and thereafter to capital.
- 7.1.4. The Customer shall not withhold or delay payment to the Supplier for any reason whatsoever and/or at any time whatsoever.

**7.2. Timing**

- 7.2.1. Amounts owing by the Customer to the Supplier from time to time for Products and/or Services ordered and/or

- purchased from the Supplier by the Customer shall be paid by the Customer on such dates, at such times and/or in such intervals as the Parties may agree from time to time.
- 7.2.2. Any deposit or any other payment to be made “before Product production commences” and/or “before Product and/or Service delivery is effected” shall only be deemed to have been made once formal proof of payment has been delivered to the Supplier *and* the relevant amount reflects in the Supplier’s nominated bank account. Until such a time as the aforementioned has occurred, the Supplier shall have no obligation to commence with Product production and/or Product and/or Service delivery (as the case may be).
- 7.2.3. The sufficiency, and subsequent acceptance, of the “formal proof of payment” referred to in clause 7.2.2 above, shall be within the sole and absolute discretion of the Supplier.
- 7.2.4. In events where the production of Products and/or the delivery of Products and/or Services is terminated/cancelled due to the acts and/or neglects of the Customer, the Supplier shall be entitled to deduct, withhold and retain from any deposit or other pre-payment received by the Supplier from the Customer an amount equal to 5% (or such a lesser percentage as the Supplier may determine) of the total purchase price related to the terminated/cancelled order.
- 7.3. **Interest**
- 7.3.1. Should any payment owing by the Customer to the Supplier not be received by the due date for payment thereof, the relevant amount shall accrue interest at the prevailing prime rate charged by the Supplier’s nominated bank from time to time plus 2% (two percent) capitalized monthly in arrears, from the date on which payment falls due until the date on which payment is received in full.
- 7.4. **Certificate**
- 7.4.1. A certificate under the hand of any shareholder, director and/or manager of the Supplier (whose appointment need not be proved) as to the existence and the amount of the Customer’s indebtedness to the Supplier at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Customer’s indebtedness to the Supplier, shall be *prima facie* proof of the contents and the correctness thereof for the purposes of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the Customer in any competent court and shall be valid as a liquid document for such purpose.
8. **DELIVERY / COLLECTION CONDITIONS**
- 8.1. Unless the Parties agree otherwise in writing, delivery of Products will occur on the basis of EXW.
- 8.2. Time shall not be the essence of any order (incl. a Purchase Order) and any and all delivery dates which may be advanced must be (and will be) treated as approximate/estimated only, based on the latest information available to the Supplier. Under no circumstances shall the Customer be entitled to withdraw from and/or terminate any order (incl. a Purchase Order) on account of any delay in delivery or have any claim of any nature whatsoever against the Supplier arising from late delivery.
- 8.3. If the Customer fails to take delivery of Products upon the Supplier tendering delivery then:-
- 8.3.1. all risk in and to the Products shall pass immediately from the Supplier to the Customer, and
- 8.3.2. the Customer shall refund to the Supplier, on first demand, the reasonable costs (including storage and insurance) of keeping the Products during the period of that delay. It is noted that, notwithstanding the aforementioned, the Supplier shall have no liability, responsibility or obligation to insure Products which the Customer has failed to take timeous delivery of, with the Customer being liable procure, implement and maintain its own insurance in respect of those Products. If the Supplier has however insured the products during the period of delay, the Customer shall refund the Supplier for the costs incurred in that regard.
- 8.4. All risk, liability and responsibility in Products ordered shall pass to the Customer on either the due delivery date, if the Customer has not yet taken possession of the Products (refer clause 8.3 above), or on the moment delivery has been completed, whichever occurs first. Failure by the Customer to take delivery of the Products shall not excuse or absolve the Customer from timeous payment for those Products ordered.
- 8.5. Notwithstanding any other provision to the contrary in any documents exchanged or delivered between or to the Parties, the Supplier’s obligation to deliver Products and/or Services shall in all instances be subject to the following conditions precedent:
- 8.5.1. the availability of Products ordered and the availability of sufficient manpower to produce Products ordered and/or deliver Products and/or Services ordered; and
- 8.5.2. timeous receipt by the Supplier of any and all specifications and information that may be required by the Supplier from the Customer.
- 8.6. Notwithstanding the delivery of any Products to the Customer, ownership and benefit therein shall remain vested in the Supplier until such a time as the Supplier has received payment of the full purchase price relating thereto. This shall apply even where credit or other trading/payment facilities is afforded to the Customer.
- 8.7. The Supplier reserves the right to repossess any Products delivered, without prejudice, or to resell such Products from the Customer’s premises (or such other premises as the Products may have been moved to), should payment

- not be received in full on due date for payment.
- 8.8. The fact that the Supplier retains ownership and benefit in the Products until they have been fully paid by the Customer, does not detract from, limit or negate the Supplier's right to claim and enforce payment for, regarding and in respect of Products delivered to the Customer. The fact that the Supplier retains ownership and benefit in the Products until they have been fully paid shall not detract from the Customer's liability, obligation and responsibility to pay for Products ordered by it.
9. **PRODUCT SPECIFICATIONS**
- 9.1. It is noted and agreed that it shall at all times be the sole and absolute responsibility and liability of the Customer to ensure that correct and accurate Product and/or Service specifications and descriptions are delivered to the Supplier with regard to each order (incl. a Purchase Order). Any document (including order forms, orders (incl. Purchase Orders), quotations, estimates, e-mails, faxes, etc.) delivered or transmitted to the Supplier by the Customer, albeit a signed document or not, referencing the type, quantity, description and/or specifications of Products and/or Services ordered, shall serve as:
- 9.1.1. absolute proof of the Customer's agreement with and acceptance of the entire content referenced in such document; and
- 9.1.2. absolute confirmation and agreement by the Customer that the correct Products and/or Services have been ordered;
- 9.2. It is noted and agreed that it shall at all times be the sole and absolute responsibility and liability of the Customer to ensure that correct and accurate Products and/or Services (as relates to description, type, quantity, specifications, etc.) are delivered to it by the Supplier. A delivery note (or similar document) signed by the Customer or its representative (albeit a carrier or otherwise) shall serve as:
- 9.2.1. absolute proof of the Customer's agreement with and acceptance of the entire content referenced in such document; and
- 9.2.2. absolute confirmation and agreement by the Customer that the correct Products and/or Services ordered (including quantity, type, specification, description, etc.) have been delivered.
- 9.3. The Customer wholly indemnifies and undertakes to hold the Supplier completely harmless with regard to any and all claims, damages, losses, costs, expenses and/or any other negative result the Supplier may suffer as a result of the Supplier ordering and/or delivering incorrect Products and/or Services (albeit as relates to quantity, type, specifications, description, etc.) based on the communications and/or confirmations made and/or delivered by the Customer.
- 9.4. If Products and/or Services or any part thereof are to be manufactured, supplied or delivered in accordance with any special specifications, instructions or information furnished by the Customer, the Customer shall not have any claim of any nature whatsoever against the Supplier and the Supplier shall in no form or manner be liable for any loss, damage, claim or cost sustained by the Customer or anyone else (albeit as a result of death, injury or otherwise) as a result of any error, discrepancy or defect in, or brought about by, those specifications, instructions and/or information.
10. **WARRANTIES**
- 10.1. The Supplier does not deliver or provide any guarantees/warranties/representations of any nature whatsoever with regard to and/or in respect of any Products and/or Services, except for those that are expressly provided in writing by the Supplier.
- 10.2. Any and all guarantees/warranties/representations delivered by the Supplier with regard to and/or in respect of any Products, shall only cover defects that may develop during proper use, treatment, storage, dispensing and handling of the Products.
11. **LIMITATION OF LIABILITY**
- 11.1. The Supplier shall be exempted from and shall not be liable under any circumstances whatsoever for any indirect or consequential damages of any nature whatsoever or any loss of profit or special damages of any nature whatsoever, whether in the contemplation of the Parties or not, which the Customer or anyone else may suffer as a result of any act and/or neglect of the Supplier of any nature whatsoever or otherwise.
- 11.2. The Supplier shall be exempted from and shall not be liable under any circumstances whatsoever for any damages of any nature whatsoever (albeit direct damages), whether in the contemplation of the Parties or not, which the Customer or anyone else may suffer as a result of any act and/or neglect of the Supplier of any nature whatsoever or otherwise unless same was caused by the willfully malicious and/or grossly negligent acts and/or neglects of the Supplier.
- 11.3. The Customer acknowledges that it shall ensure that it is fully acquainted with the condition of all purchased Products at all times, albeit via third party representatives or otherwise.
- 11.4. Notwithstanding anything contained herein or elsewhere to the contrary, the Supplier's liability toward the Customer

shall never exceed the amount/s actually paid by the Customer to the Supplier for the relevant Products and/or Services to which the specific claim relates.

**12. DOCUMENTATION AND CONFIDENTIALITY**

- 12.1. All Products and/or Services related (and/or other technical and/or descriptive) documentation and/or information provided by the Supplier to the Customer remain the exclusive property of the Supplier and the Customer is not entitled to distribute, duplicate, reproduce and/or disclose to any third party any such documentation and/or information without first obtaining the Supplier's prior written consent thereto.
- 12.2. The Customer agrees to take all reasonable measures to preserve the confidential nature of each order (incl. Purchase Order), these General Terms and Conditions, Contracts and Invoices and the Customer is not entitled to distribute, duplicate, reproduce and/or disclose to any third party any information and/or details regarding and/or related thereto without first obtaining the Supplier's prior written consent thereto.

**13. NON-PERFORMANCE**

- 13.1. The Customer shall not have any claims of any nature whatsoever against the Supplier for any failure by the Supplier to carry out any of its obligations under an order (incl. a Purchase Order) or these General Terms and Conditions, any Contract and/or any Invoice as a result of *vis major, force majeure*, act of God, strike or lockout, shortage of labour or materials, breakdown of machinery, delays in transport, accidents of any kind, default or delay by any sub-contractor or supplier of the Supplier, riot, political or civil disturbances, the elements, any act of any state or government or any authority or any other cause whatsoever beyond the Supplier's control.
- 13.2. The Customer shall not have any claims of any nature whatsoever against the Supplier for any failure by the Supplier to carry out any of its obligations under an order (incl. a Purchaser Order) or these General Terms and Conditions, any Contract and/or any Invoice as a result of failure of carriers to furnish facilities for transportation, interference with supplies to the Supplier from the then existing sources of supply of any product/material (such interference including expropriation, confiscation, nationalization, relinquishment of ownership or control over all or part of the product/material by reason of request of or agreement with any governmental authority or person purporting to act therefore), breakdown of or injuries to the facilities used in the production, transportation, receiving, handling or delivery of such product/material or any allocation program or rationing or priorities in effect pursuant to government direction or request or instituted in co-operation with any governmental authority or person purporting to act therefore.
- 13.3. The Supplier shall not be required to settle strikes, differences with workmen or government claims by acceding to any demands when, in the discretion of the Supplier, it would be inadvisable to accede to such demand. Notwithstanding the provisions of this clause 13, the Customer shall not be relieved of any obligation to make payment in the normal course as stipulated.
- 13.4. If, for any cause referred to in clauses 13.1 and 13.2 above, the Supplier's available supplies become, or in its opinion will become, unable to meet the requirements of all customers at any time, then the Supplier shall be entitled to allocate those supplies among its customers (incl. the Customer) in such manner it deems fair and equitable in its sole and absolute discretion, and to vary its obligations to the Customer accordingly.
- 13.5. In the event that the Supplier is unable to comply with and/or complete an order (incl. Purchase Order) for the supply or delivery of Products and/or Services, for any reason which the Supplier did not actually foresee/anticipate, the Supplier shall be entitled to cancel the order (incl. Purchase Order) by notice in writing. The Customer shall have no claims regarding such cancelled order (incl. Purchase Order) and the Supplier shall not be liable, in any form or manner, for any claims, losses, damages and/or any other negative results suffered by anyone as a result thereof.

**14. SUSPENSION OF SUPPLIER'S OBLIGATIONS**

- 14.1. If any amount owed by the Customer to the Supplier, from any cause whatsoever, whether under an order or not, is not paid on due date then (and without prejudice to any other rights the Supplier may have):
- 14.1.1. all amounts then owed by the Customer from any cause whatsoever, shall immediately become due and payable; and/or
- 14.1.2. the Supplier may retain in its possession any Products of the Customer until all outstanding amounts have been paid; and/or
- 14.1.3. until payment is made, the Supplier may suspend the carrying out of any of its then uncompleted obligations from any cause whatsoever (incl. production of Products and/or delivery of Products and/or Services) and whether under any order (incl. a Purchase Order) or not; and/or
- 14.1.4. terminate any credit (or other trading) facilities granted to the Customer, whether agreed or not.

**15. CANCELLATION**

- 15.1. The Supplier may cancel any order (incl. a Purchase Order) or any uncompleted part of an order (incl. a Purchase Order) for any reason, including the following but not restricted thereto:
- 15.1.1. if the Customer commits a breach of any of the provisions of any order (incl. a Purchase Order) or these General Terms and Conditions, any Contract and/or any Invoice;
- 15.1.2. if the Customer being an individual, dies or is provisionally or finally sequestrated or surrenders his/her estate; or
- 15.1.3. if the Customer being a partnership, the partnership is terminated; or
- 15.1.4. if the Customer being a legal entity/juristic person, is placed under a provisional or final order of liquidation or judicial management; or
- 15.1.5. if the Customer compromises or attempts to compromise generally with its creditors; or
- 15.1.6. if the Customer fails to honour the pre-conditions to production start (such as drawing approval, deposit payments etc.) within a reasonable time or following repeated requests to do so.
- 15.2. The Supplier's rights in terms of 15.1 shall not be exhaustive and shall be in addition to its other rights under these General Terms and Conditions or otherwise.
- 15.3. Upon the termination of an order (incl. a Purchase Order) for any reason whatsoever:
- 15.3.1. all amounts then owed by the Customer to the Supplier under the order (incl. a Purchase Order) shall become due and payable immediately, and
- 15.3.2. the Supplier may retake possession of any Products sold where ownership has not passed.

**16. JURISDICTION, ARBITRATION AND COSTS**

- 16.1. Regardless of the Parties' place of execution, performance or domicile, these General Terms and Conditions and all Purchase Orders and all modifications and/or amendments thereto shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.
- 16.2. Unless agreed otherwise in writing by the Supplier, international customers:
- 16.2.1. shall furnish South African Bank Guarantees with a financial institution within the Republic of South Africa, as specified by and acceptable to the Supplier;
- 16.2.2. shall choose a *domicilium citandi et executandi* at an address within the jurisdiction of the South African Courts.
- 16.3. Unless agreed otherwise in writing by the Supplier, all sums payable shall be converted to South African currency at a rate of exchange prevailing on date of Invoice, alternatively date of payment, whichever sum is the larger.
- 16.4. If any dispute or difference of any kind whatsoever shall arise between the Customer and the Supplier in connection with or arising out of an order (incl. a Purchaser Order) or these General Terms and Conditions, any Contract and/or any Invoice then the matter in dispute or difference shall be referred to arbitration in accordance with the provisions of AFSA (Arbitration Foundation of Southern Africa). The Arbitration shall be held in Pretoria, Republic of South Africa, in English before a single arbitrator and with a view of obtaining an expeditious result.
- 16.5. The Customer agrees that if any claim against the Customer is handed over to the Supplier's attorneys for collection, the Customer shall be responsible for all attorney's costs incurred by the Supplier, which costs shall include all collection costs, disbursements and costs on the scale between attorney and own client, inclusive of collection commission.

**17. SUPPLIER EQUIPMENT**

- 17.1. All general containers and/or equipment of the Supplier, used by it for its own purposes such as transport and delivery of Products and/or Services, shall remain the sole and exclusive property of the Supplier. The Customer shall ensure that same is returned to the Supplier only.
- 17.2. For as long as any general containers and/or equipment of the Supplier are in the possession, or under the control, of the Customer, the Customer shall apply and implement all reasonable measures to ensure that same is not damaged, destroyed or lost, in any form or manner, and remains safeguarded until returned to the Supplier.

**18. SEVERABILITY**

- 18.1. It is agreed that each clause and each sub-clause of these General Terms and Conditions is severable, the one from the other.
- 18.2. If any clause or sub-clause is found to be defective or unenforceable for any reason by any competent court, the remaining clauses and sub-clauses shall continue to be of full force and effect.

**19. ENTIRE GENERAL TERMS AND CONDITIONS AND NON-VARIATION**

- 19.1. These General Terms and Conditions, unless otherwise specifically agreed in writing by the Supplier, represent all the terms and conditions pertaining to the sale of Products and/or Services between the Supplier and the Customer. The Customer warrants that it understands all the terms and conditions and accepts them.

19.2. No alteration or variation of these General Terms and Conditions shall apply unless the alteration or variation in question is expressly agreed to or issued in writing by the Supplier.

20. **ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

20.1. The Customer may not cede or assign his/her/its rights or obligations in terms of an order (incl. Purchase Order), these General Terms and Conditions, a Contract and/or Invoice to any third party without the prior written consent of the Supplier.

20.2. The Supplier may cede and assign its rights and obligations in terms of an order (incl. Purchase Order), these General Terms and Conditions, a Contract and/or Invoice to any third party without the prior written consent of the Customer.

21. **RELAXATION**

21.1. No relaxation which the Supplier may give at any time and on any occasion in regard to carrying out of the Customer's obligations in terms of these General Terms and Conditions shall prejudice or be a waiver of any of the Supplier's rights to enforce those obligations on any subsequent occasion.