



Application by

(hereinafter referred to as "**Customer**")

to do business with

LCPA Packaging Southern Africa (Pty) Limited

(Registration Number: 2010/023127/07)

("LC Packaging")

The Customer's attention is drawn to the following:

1. All sections of the Application must be completed in full and in BLOCK LETTERS.
2. The Application and the Standard Terms and Conditions of Sale consist of seven pages.
3. Should the space provided be insufficient to accommodate all the requested information, then the Customer is required to provide such information on a separate sheet which is to be attached to the Application and clearly marked to be part of the Application.
4. The Application is also subject to LC Packaging's Standard Terms and Conditions of Sale which are attached.

PLEASE PRINT CLEARLY IN BLOCK LETTERS

I/We hereby make application for credit facilities and for the opening of an account with LC Packaging. In support of the application the following particulars are supplied:

1 CUSTOMER'S DETAILS

Full business name _____

Trading name (if not the above) _____

Tick the appropriate box: A registered company A close corporation A partnership A sole proprietor

Company registration number _____ VAT registration number _____

Type of business _____ Date of commencement of business _____

Street address _____

Postal address _____

City/Town _____ Postal code _____

Telephone (___) _____ Alternate telephone (___) _____

Telefax (___) _____ E-mail _____

Registered address _____

Do you hold a separate VAT account: Yes No

Name of parent/holding/associated/subsidiary company/ies _____

CREDIT LIMIT APPLIED FOR WITH LC PACKAGING: _____

2 TRADE REFERENCES

1. Name of supplier _____ Telephone (___) _____

Average monthly purchases _____ Terms _____

2. Name of supplier _____ Telephone (___) _____

Average monthly purchases _____ Terms _____

3. Name of supplier _____ Telephone (___) _____

Average monthly purchases _____ Terms _____

Does the Customer trade under any other name? Yes No

If yes, please furnish details below

Trading name _____ Nature of business _____

Address _____

Name of person responsible for placing the Customer's orders _____

Position _____ Telephone (___) _____

Name of contact person in Customer's accounts department _____

Position _____ Telephone (___) _____

3 NAMES OF DIRECTORS / PARTNERS AND SECURITIES GIVEN

Name _____ Title _____ Identity number _____
Name _____ Title _____ Identity number _____
Name _____ Title _____ Identity number _____
Name _____ Title _____ Identity number _____
Name _____ Title _____ Identity number _____

Are Directors/Members/Partners prepared to sign personal guarantees? Yes No

Give details of any security given (cession of book debt, mortgage bonds, notarial bonds, personal guarantees etc.)

Names of spouses (if Customer is a partnership/private individual/sole proprietor)

Name _____ Title _____ Identity number _____
Name _____ Title _____ Identity number _____

Are spouses prepared to sign personal guarantees? Yes No

If yes, please provide details _____

Have any cessions been passed over Customer's debt? Yes No

If yes, please provide details _____

Has the Customer given security for a bank overdraft? Yes No

If yes, please provide details _____

4 BANKER'S DETAILS

Name _____ Branch _____

Name of account _____ Account number _____

Do you intend to finance or lease the Products? Yes No

5 AUDITORS / ACCOUNTING OFFICER / ACCOUNTANT DETAILS

Name _____

Address _____

Telephone number (____) _____ Telefax (____) _____

Email _____

Are audited financial statements available? Yes No

6 DECLARATION AND CONSENT

I/we the undersigned _____

in my/our capacity as _____

and being an authorised representative of the Customer, hereby declare as follows:

- 6.1 If credit facilities are granted, payment will be made promptly within 30 (thirty) days of date of invoice from LC Packaging irrespective of when Customer closes its accounts/books for the month.
- 6.2 Should it become necessary for LC Packaging to institute legal proceedings of any nature against the Customer for any reason whatsoever pursuant to this agreement, including but not limited to any breach by the Customer of the terms of this agreement or any default by the Customer in respect of the due and punctual payment of any amount due and owing by it to LC Packaging, or any litigation with regard to the validity and enforceability of this agreement, the Customer shall be liable to LC Packaging for all legal costs incurred by it on the attorney-and-own-client scale, including the costs of counsel as per marked brief. The Customer will also be liable for any tracing, collection or valuation fees incurred as well as any costs, for any form of security that LC Packaging may demand.
- 6.3 The information in this application is true and correct, and I/we undertake to notify in writing, any changes of details, shown herein, including change of ownership, name, or address, within 7 (seven) days of the change.
- 6.4 I am/we are authorised to submit this application, to sign this document and to bind the Customer to these terms.
- 6.5 I/We specifically consent that LC Packaging :—
- 6.5.1 may carry out a credit enquiry in respect of the Customer and that I/we understand that the personal information given in this credit application form is to be used by LC Packaging for the purposes of assessing my/our creditworthiness. I/we agree that LC Packaging will not be liable for any inaccuracies resulting from the provision of information in this application or my/our failure to notify LC Packaging in writing of any changes in the information supplied herein in accordance with clause 6.3 above;
- 6.5.2 may at any time contact and request information from any persons, credit bureaux or businesses, including those mentioned in the credit application form, and to obtain any information relevant to the Customer's credit assessment, including but not limited to, information regarding the amounts purchased from suppliers as per month, length of time Customer has dealt with such supplier, type of goods or services purchased and the manner and time of payment;
- 6.5.3 may disclose the existence of the Customer's account with LC Packaging to credit bureaux and may at all times furnish credit information concerning the Customer's dealings with LC Packaging to a credit bureaux and to parties seeking a trade reference regarding the Customer in my/our dealings with LC Packaging ;
- 6.5.4 may, where credit is granted, transmit details to a credit bureau of how the Customer has performed in meeting its obligations under the account, and share such information with other bureaux for the purpose of accessing further applications for credit by the Customer (and its directors or partners, as the case may be) and for occasional debt tracing, debt collection, and fraud-prevention purposes;
- 6.5.5 may, where the Customer fails to meet its financial commitments to LC Packaging, record the Customer's default with credit bureaux;
- 6.5.6 may refer information regarding the Customer's credit performance to credit bureaux for banking and credit assessment, statistical analysis, and credit-scoring purposes, and use such information to identify products which may be relevant to the Customer; and
- 6.5.7 will not disclose to the Customer information given in confidence to LC Packaging by a third party in respect of the Customer.
- 6.6 The Customer hereby consents to the jurisdiction of the Magistrate's Court for all amounts or causes of action arising out of the sale and supply of goods, should LC Packaging elect to institute action in that court, even though the amount involved would normally exceed the jurisdiction of such court. LC Packaging may institute action in the High Court in its discretion.
- 6.7 It is agreed that the address of the Customer's principal place of business shall be the *domicilium citandi et executandi* for all purposes, whether in respect of court process, notices or other documents or communications, of whatever nature.
- 6.8 I/We have read, understood and accepted LC Packaging 's standard terms and conditions of sale on page 5 hereof. I/We agree that all business between us under quotation, order, tender, contract of sale, or otherwise shall be in terms of this documentation, consent and cession and in terms of the said standard terms and conditions of sale.

Signed at _____ on this ____ day of _____ 201_.

Signature of the Customer or its duly authorised representative(s):

1. _____
Customer/Representative

1. _____
Witness

2. _____
Customer/Representative

2. _____
Witness

STANDARD TERMS AND CONDITIONS OF SALE

1 Definitions

- 1.1 For the purpose hereof, unless the context otherwise requires, the following expressions have the following meanings:
- 1.1.1 **"Contract"** means a contract for the sale by LC Packaging to the Customer of the Products, which shall incorporate these terms and conditions of sale;
- 1.1.2 **"Customer"** means the person who accepts a written or oral quotation of LC Packaging for the sale of the Products or whose order for the Products is accepted by LC Packaging ;
- 1.1.3 **"Products"** means any products forming the subject matter of the Contract including parts and components of or materials incorporated in them;
- 1.1.4 **"Price"** means the price for the Products;
- 1.1.5 **"LC Packaging"** means LCPA Packaging Southern Africa (Pty) Limited, (registration number 2010/023127/07).

2 Formation of Contract

- 2.1 LC Packaging shall sell, and the Customer shall purchase, the Products as principals only, to the intent and with the effect that no other party shall have any rights or obligations, or be entitled to sue or liable to be sued, under the Contract.
- 2.2 LC Packaging shall sell and the Customer shall purchase the Products in accordance with these Terms and Conditions which shall override anything contained in:(i) any of LC Packaging 's catalogues and/or price lists and/or other documents furnished to the Customer prior to the conclusion of the Contract; or (ii) the Customer's enquiry, specification, acceptance, order or other documentation or discussion to the contrary, this being the only basis upon which LC Packaging is prepared to do business with the Customer.
- 2.3 No Contract shall come into existence until the earliest of:(i) LC Packaging 's quotation being accepted by the Customer; or (ii) the Customer's order (however given) being accepted by the earliest of (a) LC Packaging 's written or oral acceptance; (b) delivery of the Products; or (c) the receipt by the Customer of LC Packaging 's invoice.

3 Price and Payment

- 3.1 Unless credit terms have been expressly agreed by LC Packaging in the Contract, payment for the Products shall be made in full on order.
- 3.2 All invoices are payable without discount (unless specifically agreed by LC Packaging in writing) of any kind in South African Rand or the currency in the Contract and in no circumstances shall the Customer be entitled to make any deduction or withhold or set off payment for any reason at all.
- 3.3 The Price of the Products shall be LC Packaging 's quoted price or, where no price has been quoted (or a price is no longer valid), the price listed in LC Packaging 's published price list current at the date of the conclusion of the Contract.
- 3.4 All Prices quoted in writing are valid for 30 (thirty) days only (unless otherwise stated on the individual quotation) or until earlier acceptance by the Customer. If the quotation is not accepted within the 30 (thirty) day period, the prices may be altered by LC Packaging without giving notice to the Customer. Oral quotations made by LC Packaging are valid only to the end of the business day upon which they are given.
- 3.5 Unless otherwise agreed to in writing by LC Packaging, all Prices exclude charges for transport and insurance from LC Packaging to the Customer. Unless otherwise expressly stated in the Contract, Prices are exclusive of customs, excise other duties payable in respect of any part of the Products as may be imported into South Africa.

- 3.6 LC Packaging reserves the right to adjust the Price of the Products to reflect any increase in the cost to LC Packaging which is due to any factor beyond the control of LC Packaging (such as, without limitation, any foreign exchange fluctuation, increase in cost of Products, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Products which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give LC Packaging adequate information or instructions.

- 3.7 If the Price, freight allowances or terms of payment hereunder or LC Packaging 's ability to make any such increase or change, should be altered or prohibited by reason of any law, governmental decree, order or regulation, LC Packaging may cancel the Contract forthwith upon written notice.

- 3.8 The Price and any additional charges payable under the Contract are exclusive of value-added tax, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

4 Ownership

- 4.1 No ownership to the Products shall pass to the Customer until payment in full and in cleared funds of the Price for the Products and any other sums, which may be due under the Contract, whether for the rendering of services or otherwise, have been received by LC Packaging .
- 4.2 Until ownership passes, the Customer shall store or mark the Products so that they can at all times be identified as the property of LC Packaging.
- 4.3 LC Packaging shall be entitled at any time before ownership passes to repossess and dismantle (without being liable for any damage caused by so doing), use or sell all or any of the Products and so terminate (without any liability to the Customer) the Customer's right to use or otherwise deal in them and for that purpose (or for determining what, if any, of the Products are held by the Customer and for inspecting them) to enter any premises of the Customer. Nothing contained herein shall entitle the Customer to sell or otherwise dispose of the Products in respect of which ownership has not passed.

5 Delivery

- 5.1 The Products are delivered to the Customer when LC Packaging makes them available to the Customer or its agent or carrier (who shall be the Customer's agent) at LC Packaging's premises or other delivery point agreed by LC Packaging in the Contract. LC Packaging may, at its discretion, deliver the Products by instalments in any sequence. Risk of loss or damage passes to the Customer on delivery when POD is signed by customer.
- 5.2 Where the Products are delivered by instalments, each instalment shall be deemed to be the subject of a separate Contract and no default or failure by LC Packaging in respect of any one or more instalments shall vitiate the Contract in respect of Products previously delivered or of undelivered Products.
- 5.3 LC Packaging may deliver to the Customer and the Customer shall accept in satisfaction of the Contract a lesser number than the number of Products ordered. For the avoidance of doubt, the Customer shall only be obliged to pay for such of the Products as are delivered.
- 5.4 Any dates quoted by LC Packaging for the delivery of the Products are approximate only and shall not form part of the Contract and the Customer acknowledges that, in the performance expected of LC Packaging, no regard has been paid to any quoted delivery dates.
- 5.5 The Customer shall not be entitled to resale from the Contract nor withhold payment nor defer to a reduction in the Price nor to any other right or remedy against LC

Packaging, its servants, agents or any other persons for whom it is liable in law (in whose favour this constitutes a *stipulatio alteri*), whether or not for losses, costs, damages, expenses, interest or otherwise (not limited *eiusdem generis*) on account of delays in effecting delivery, partial delivery or non-delivery, whether occasioned by any negligent (including grossly negligent) act or omission on the part of LC Packaging, its servants, agents or any other persons for whom it is liable in law.

- 5.6 Notwithstanding that the ownership in the Products shall not pass to the Customer until payment of entire Price in respect of the Products in question has been effected, the Products shall be at the risk of the Customer (who will be responsible for all loss or damage thereto, howsoever arising), upon delivery thereof, unless otherwise determined in terms of the Contract. Risk while the Products are in transit shall be determined by the nature of the Contract and the Incoterms therein.
- 5.7 Should delivery have to be effected other than at the premises of LC Packaging and should LC Packaging be unable to obtain access to the delivery address in order to deliver and install the Products, or should the Customer fail to take delivery of the Products or fail to furnish the information, instructions, documents, licenses, consents or authorisations necessary to enable delivery thereof to be effected, the risk in such Products shall pass to the Customer and the Products shall be deemed to have been delivered upon notification by LC Packaging that the Products are ready for delivery and LC Packaging shall be entitled to store or arrange for the storage of the Products at the cost of the Customer.

6 Acceptance of Products

- 6.1 Unless the Customer notifies LC Packaging to the contrary by telephone, facsimile transmission or e-mail within 7 (seven) days from the day of delivery and such notification is confirmed in writing within 2 (two) days, the Products shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract.
- 6.2 Receipt by LC Packaging of any Products returned by the Customer for any reason whatsoever shall not be construed as an admission of any fact(s) or a waiver of any rights.
- 6.3 The Customer shall bear the onus of proving that upon delivery, any Products are missing or damaged. The Customer shall not be entitled to withhold payments of all or any of the Prices of the Products whilst any claim is being investigated by LC Packaging.

7 Returns, warranty and representations

- 7.1 Any guarantee made by or on behalf of LC Packaging concerning the quality, composition, or quantity of the Products shall only be valid if reduced to writing and expressed in the form of a guarantee. Customer is obliged to inspect the Products for patent defects within 24 (twenty four) hours after delivery. Any patent defects shall be reported to LC Packaging immediately after they have been identified. Customer is obliged to report latent defects within 7 (seven) days after they have been identified but not later than 14 (fourteen) days after the date of delivery. Any defects must be reported in writing and must quote the applicable invoice number. Any failure to do so shall result in the Customer relinquishing any entitlement it may have. Customer must store any defective Products with due care in order to mitigate loss and ensure any defects may be inspected.
- 7.2 If a defect has been timeously and legitimately reported in terms hereof, LC Packaging's sole and exclusive liability and Customers exclusive remedy will be limited to repair, replacement or credit of the defective Product, at LC Packaging's election, within a reasonable time. The warranty specifically excludes labour, and additional materials, refrigerants, and any traveling expenses incurred in replacing defective Products. LC Packaging will not be held liable under the warranty for any costs incurred

for work done by other contractors, unless authorization is given in writing by LC Packaging prior to commencement thereof. Products must be returned to LC Packaging for inspection before any warranty claim will be authorized. Products under warranty must be returned to LC Packaging, "Carriage Paid" but only if requested by LC Packaging. The warranty excludes repair, replacement or credit in respect of Product that has been damaged or rendered defective through negligence, incorrect application or installation. LC Packaging's sales or marketing representatives (other than an authorized director of LC Packaging) are without authority to alter or amend any of the aforementioned warranty or undertaking.

- 7.3 LC Packaging does not warrant that the Products are free of infringement of any patents or marks of any country, nor that the use of such Products in any country is free from infringement.
- 7.4 LC Packaging does not warrant that the Products will be fit for the purposes for which they are to be used by the Customer (notwithstanding that the use to which the Customer intends to put the Products is known to LC Packaging). For the purposes hereof, any reference to LC Packaging shall include its servants, agents or contractors or any other person for whose acts or omissions LC Packaging may be liable in law. This also constitutes a *stipulatio alteri* in favour of such persons the benefits of which may be accepted by them at any time.

8 Representations

The Customer hereby warrants to LC Packaging that it has not been induced to enter into the Contract by any prior representations, whether oral or in writing, except as specifically contained in the Contract.

9 Liability

- 9.1 The aggregate liability of LC Packaging under any Contract in respect of each event or series of connected events shall not exceed in the aggregate the Price paid by the Customer in respect of the Contract or event giving rise to the liability in question.
- 9.2 Under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of servants, agents or contractors or other persons for whom in law it may be liable, shall LC Packaging or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special or consequential loss or damage of any kind whatsoever or howsoever caused (whether arising under contract, or otherwise and whether the loss was actually foreseen or reasonably foreseeable), sustained by the Customer, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

10 Force Majeure

Neither party shall be liable for any delay in performing any of its obligations under the Contract if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

11 Confidentiality

Each party shall treat as confidential all information obtained from the other pursuant to the Contract which is either marked as being confidential or has the necessary quality of confidence about it, and shall not divulge such information to any persons (except to such party's own employees, and then only to those employees who need to know the same) without the other party's prior written consent, provided that this clause 11 shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date otherwise than as a result of a breach of this clause 11. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. If LC Packaging shall appoint any

subcontractor, then LC Packaging may disclose confidential information to such subcontractor subject to such subcontractor giving an undertaking in similar terms to the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

12 Notices

Unless otherwise expressly stated herein, all notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient as set out in the Contract or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Failing any such address being so set out or designated, such notices shall be sent to the recipient's registered address. Any such notice may be delivered personally or by prepaid registered post, e-mail or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by prepaid registered post 48 (forty eight) hours after posting and if by e-mail or facsimile transmission when despatched (provided no errors are reported). Any notice which affects the validity or existence of these terms and conditions shall be delivered personally or sent by prepaid registered post only.

13 Breach

- 13.1 If the Customer breaches any of the terms or conditions hereof or any other agreement with LC Packaging or fails to pay any amount payable by it on due date or commits any act of insolvency or endeavours to compromise generally with its creditors or does or causes to be done anything which may prejudice LC Packaging's rights hereunder or at all allows any judgement against it to remain unsatisfied for 7 (seven) days or is placed into provisional or final liquidation or judicial management or under provisional or final sequestration or if his estate is voluntarily surrendered, LC Packaging shall have the rights, without prejudice to any other right which it may have against the Customer to elect to:
- 13.1.1 treat as immediately due and payable all outstanding amounts which could otherwise become due and payable over the unexpired period of the Contract and to claim such amounts as well as any other amounts in arrear including interest and to cease performance of its obligations hereunder as well as under any other contract with the Customer until the Customer has remedied the breach;
- 13.1.2 cancel the Contracts and retake possession of any of the Products sold.
- 13.2 LC Packaging shall not be obliged to comply with its obligations hereunder in any respect whatsoever for so long as the Customer is indebted to LC Packaging in any amount whatsoever in respect of any cause or fails to comply with any other obligations to LC Packaging whether arising out of these terms and conditions or otherwise. In particular, without limiting the generality of the foregoing, if delivery of any particular order is to take place in stages, LC Packaging shall not be obliged to deliver any part of the order until the Price which is due in

respect of the part of the order which has already been delivered, has been paid.

14 Liabilities of Partners/Signatories

If the Customer is a partnership, then the individual partners of the Customer shall be bound as a partnership as well as in their individual capacities jointly and severally for all the Customer's obligations, notwithstanding that only one partner may have signed on behalf of the Customer. The person signing on behalf of the Customer warrants that he is duly authorised to represent and bind the Customer to these terms and conditions.

15 General

- 15.1 The Contract (including these terms and conditions) constitutes the whole agreement between the Customer and LC Packaging relating to the subject matter thereof. No amendment or consensual cancellation of the Contract or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms thereof and no settlement of any disputes arising thereunder and no extension of time waiver or relaxation or suspension of any of the provisions or terms thereof or of any agreement, bill of exchange or other document issued pursuant to or in terms thereof shall be binding unless recorded in a written document signed by an authorised representative of LC Packaging. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or give.
- 15.2 No extension of time or waiver or relaxation of any of the provisions or terms of the Contract or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of thereof, shall operate as an estoppel against LC Packaging in respect of its rights under the Contract, nor shall it operate so as to preclude LC Packaging thereafter from exercising its rights strictly in accordance with the Contract.
- 15.3 LC Packaging shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contact between LC Packaging and the Customer or not. No person other than LC Packaging's authorised representative has any authority to delete, amend or in any respect vary any of these conditions or accept any other conditions or agree to a consensual cancellation hereof.
- 15.4 The Customer shall not cede or assign or otherwise transfer the Contract or any of its rights and obligations thereunder, whether in whole or in part, without the prior written consent of LC Packaging. If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question shall not affect thereby.
- 15.5 The Contract shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the South African Courts.