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## TERMS & CONDITIONS

( NATIONAL AND CROSS BORDER ) for AFRIDOM (PTY) LTD

### 1. DEFINITIONS

For the purpose of the terms and conditions of this agreement, unless inconsistent with the context, the following words shall carry the following meaning:

- a. "AFRIDOM (PTY) LTD" - shall mean AFRIDOM (PTY) LTD (Registration No 2015/219628/07)
- b. "The Customer"? Shall mean:
  - 1.2.1 The Person who instructed AFRIDOM (PTY) LTD to perform services on the Customer's behalf;
  - 1.2.2 Any Person who accepts AFRIDOM (PTY) LTD's quotation;
  - 1.2.3 Any Person who contracts with AFRIDOM (PTY) LTD
- c. "Contract" ? means the terms and conditions hereof whether agreed to in writing or orally between AFRIDOM (PTY) LTD and the Customer.
- d. "Dangerous Goods" ? means Hazardous Goods as defined in the Regulations to the Hazardous Substance Act 15 of 1973 as well as any other goods which AFRIDOM (PTY) LTD in its sole discretion may deem hazardous or dangerous.
- e. "Goods" ? shall mean any Goods which are transported in terms hereof.
- f. "Person" ? shall have its ordinary meaning and includes a "body corporate", "private or public company", "close corporation", "partnership", "trust" or any other legal entity.
- g. "Law" ? Includes the Common Law, Statute, Ordinance, By-Laws or Regulations.
- h. "Sub-Contractor" ? shall mean any Person with whom AFRIDOM (PTY) LTD sub-contracts to carry out transportation and warehousing in terms of the Contract.
- i. "Transportation" ? shall mean, without restricting the generality of this term, conveyance, packing (When necessary), storing and/or safekeeping of any Goods and the acquiring of permits, authority/ies and the like.

## 2. APPLICABILITY OF THESE CONDITIONS

- a. The terms and conditions of this agreement together with any addendum thereto shall govern the relationship between AFRIDOM (PTY) LTD and the Customer in each and every Contract between them, including Contracts entered into subsequent to the Contract formed by the Customer's acceptance of AFRIDOM (PTY) LTD's quotation and whether or not the Customer's attention has been specifically drawn to these conditions as being applicable to the Contract governing their relationships.
- b. The Contract for export services may be carried out by AFRIDOM (PTY) LTD itself, acting as principal, or on its behalf by any

Sub-Contractor appointed by it, in which event AFRIDOM (PTY) LTD shall act as agent only and the Sub-Contractor as principal, and the

contract shall be subject to the SubContractor's standard terms and conditions of trading. In the event of the Sub-Contractor's standard terms and conditions not being available, then AFRIDOM (PTY) LTD's standard terms and conditions shall mutatis mutandis apply on behalf of the Sub-Contractor. In the event of a conflict between the standard conditions of trading of AFRIDOM (PTY) LTD and those of the Sub-Contractor, AFRIDOM (PTY) LTD's standard conditions of trading shall prevail.

- c. No warranty or representation other than as is herein expressly contained shall be of any force and effect against AFRIDOM (PTY) LTD unless the same is contained in writing and signed for and on behalf of AFRIDOM (PTY) LTD.
- d. No amendment, variation or consensual cancellation of any Contract shall be of any force and effect unless such amendment, variation and/or consensual cancellation is reduced to writing and signed by AFRIDOM (PTY) LTD.

## 3. WHOLE CONTRACT

No course of conduct other than agreement in writing signed by AFRIDOM (PTY) LTD shall constitute a variation or novation of a Contract or a waiver or estoppel of AFRIDOM (PTY) LTD's rights thereunder.

## 4. CONDITIONS

AFRIDOM (PTY) LTD shall only be obliged to perform provided that:

- a. AFRIDOM (PTY) LTD in its sole opinion has received sufficient notice and information of the Customer's requirements to enable it to properly carry out its services and ensure that suitable and appropriate transportation is available.
- b. The necessary consents and statutory permits have been granted and remain in force (in the event of such consents or permits being refused or withdrawn for any reason whatsoever such that no carriage whatsoever may be performed, the Contract shall terminate and no liability therefore for damages or otherwise shall attach to AFRIDOM (PTY) LTD.
- c. The Customer is not in breach of any terms of conditions of this Contract or any other Contract concluded with AFRIDOM (PTY) LTD.
- d. AFRIDOM (PTY) LTD is satisfied as to the Customer's solvency and ability and readiness to pay for the services to be rendered in terms of a Contract within the time and in the manner therein prescribed.
- e. It is not impossible, impractical or dangerous for AFRIDOM (PTY) LTD to comply with its obligations as a result of riots, strikes, lockouts, labour disturbances or disputes, boycotts, economic sanctions, acts of State, industrial legislation, war, terrorism, civil commotion or disturbances, attacks upon its employees or vehicles, floods, rationing or non-availability of fuel, vehicle accident, breakdown in vehicle or equipment, commercial exigencies, or any other cause whatsoever beyond its reasonable control.

## 5. SUSPENSION OF PERFORMANCE

While any of the conditions referred to in clause 4 remain unfulfilled, AFRIDOM (PTY) LTD shall be entitled to refuse or suspend performance without being liable in any manner whatsoever therefore to the Customer or any Person whatsoever, and without prejudice to AFRIDOM (PTY) LTD's rights to recover monies then due to it in respect of services already performed by it.

## 6. LIABILITY

- a. AFRIDOM (PTY) LTD shall not be liable to the Customer, owner of the Goods or any Person whatsoever for any loss and/or damages of any nature whatsoever (including consequential loss and/or damage) after the goods have been delivered to the customer, howsoever caused which the person aforesaid may suffer as a result of the performance of such services by the Sub-Contractor and/or AFRIDOM (PTY) LTD and/or its employees and/or agents notwithstanding that such loss and/or damage may have been caused by the negligence of the Customer.
- b. Customer indemnifies AFRIDOM (PTY) LTD and/or the Sub-Contractor against any claim by itself to other persons in respect of liability hereby excluded, it being expressly acknowledged that the Goods are carried at the Customer's risk

## **7. CUSTOMER'S WARRANTIES AND INDEMNITIES**

- a. The Customer warrants and represents that:
  - 7.1.1 The Goods are the Customer's sole and exclusive property and/or that the Customer has the full and absolute authority of the persons owning or interested in the Goods to enter into a Contract.
  - 7.1.2 The carriage of the Goods as contracted for with AFRIDOM (PTY) LTD does not contravene any Law.
  - 7.1.3 No Dangerous Goods shall be tendered to AFRIDOM (PTY) LTD for placing with it and/or the SubContractor without AFRIDOM (PTY) LTD's express consent in writing that it has disclosed to AFRIDOM (PTY) LTD all material information pertaining to Transportation and which may effect AFRIDOM (PTY) LTD's decision in agreeing to transport the Goods for and on behalf of the Customer.
- b. The Customer hereby indemnifies AFRIDOM (PTY) LTD against all liability and any claims whatsoever by any Person whatsoever for:
  - 7.2.1 Any loss or damage to Goods or persons or life from whatsoever cause and for non-delivery and/or mis-delivery on grounds of breach of contract and/or negligence.
  - 7.2.2 Any liability for loss or damage on grounds of breach of contract and/or negligence howsoever arising.
  - 7.2.3 Any loss or damages arising from loss of market or attributable to delay in forwarding or in transit or failure to carry out fully or in part thereof any instructions given to it for any other consequential loss howsoever arising.
  - 7.2.4 All legal costs incurred by AFRIDOM (PTY) LTD in resisting any such claims, such costs to be determined on the scale as between attorney and his own client.
- c. The Customer warrants the accuracy, without exception, of all information and specifications given by or on its behalf to AFRIDOM (PTY) LTD
- d. Except where AFRIDOM (PTY) LTD is instructed in writing to pack the Goods, the Customer warrants that all Goods have been properly and sufficiently packed and/or prepared.

## **8. PRESCRIPTION OF CLAIMS**

Without limiting and without prejudicing the provisions of these conditions (and in particular clauses 6 and 7), the Customer shall notify AFRIDOM (PTY) LTD of any loss, damage, complaint or claim within 24 (twenty four) hours from the time of off-loading, or in the case of late delivery or non-delivery of the Goods, within 24 (twenty four) hours from the scheduled time of off-loading and shall confirm such notification in writing to be received by AFRIDOM (PTY) LTD within 72 (seventy two) hours of such offloading or scheduled time of off-loading, as the case may be, failing which, any claim arising therefrom shall deo facto lapse and be unenforceable thereby.

## **9. PAYMENT WITHOUT DEDUCTION**

Notwithstanding any such notification of claim as set forth in this agreement, the Customer shall pay to AFRIDOM (PTY) LTD the full amount stated on AFRIDOM (PTY) LTD's invoice on due date without any deduction or set-off and without prejudice to the Customer's rights contended for against AFRIDOM (PTY) LTD in respect of any such claim the Customer shall not be entitled to deduct or set-off any monies which it owes to AFRIDOM (PTY) LTD against any monies which it contends are due to it by either AFRIDOM (PTY) LTD and/or the Sub-Contractor.

## **10. ABNORMAL LOADS**

The carriage of Goods on behalf of the Customer constituting abnormal loads shall be subject to the following special terms and conditions:

- a. Adequate notice shall be given to AFRIDOM (PTY) LTD to enable it to prepare drawings of such loads, route surveys and local authority clearances and to submit these items to the Provincial and/or local authorities for their respective consents.

- b. The Customer shall bear the costs of obtaining the consents from the above authorities, removing and replacing any obstacles during loading, off-loading or on route, raising and reinstating overhead wires, switching the electric posser off and on, traffic escorts required and pavement and obstruction fees levied by the authorities concerned, and any other additional services incidental to and necessary for the carriage of such loads where such costs have not been included in the Freight quoted by AFRIDOM (PTY) LTD.
- c. The hours and speed of such Transportation are subject to regulation by the authorities concerned.
- d. AFRIDOM (PTY) LTD shall not (without limiting the generality of the provisions of clauses 6&7) be liable for any damages to any person or property and is indemnified against all liability and claims whatsoever by any Person whatsoever for:
  - I. Any such damages to such property and/or person for any consequential loss or damage arising therefrom.
  - II. The customer agrees to be responsible for all legal costs incurred by AFRIDOM (PTY) LTD in resisting any such claims as calculated on the scale as between attorney and one's own client.

## **11. STIPULATION FOR THE BENEFIT OF AFRIDOM (PTY) LTD**

The stipulations contained in clauses 6,7, and 10(d) are for the benefit of AFRIDOM (PTY) LTD and of any Person for whose acts and/or omissions AFRIDOM (PTY) LTD is or may be in Law liable and of any Person who may perform any of AFRIDOM (PTY) LTD's obligations thereunder.

## **12. VALIDITY OF QUOTATIONS**

Quotations shall remain open for acceptance by the Customer for a period of 30 (thirty) days from the date thereof, (which acceptance shall be communicated in writing to AFRIDOM (PTY) LTD), and if not accepted during such period, shall automatically lapse.

## **13. QUOTATION DATA**

All Quotations are subject to the conditions contained herein. Quotations are based, inter alia, on quantities, densities, dimensions, mass, properties, other technical data, available off-loading hours and other information supplied by the Customer and are accepted by AFRIDOM (PTY) LTD in good faith under representation by the Customer. Any variance therefrom shall entitle AFRIDOM (PTY) LTD to require the freight quoted to be adjusted to take into account such variance, or to suspend performance, or cancel the Contract, without thereby incurring any liability whatsoever and in the event of any such cancellation reserving to itself the right to claim from the Customer such damages as AFRIDOM (PTY) LTD may have suffered. Quotations are subject to:

- a. Work being carried out by the methods and the route to be decided by AFRIDOM (PTY) LTD without interruption, hindrance or postponement.
- b. The availability of AFRIDOM (PTY) LTD's vehicles and/or staff on the dates required.
- c. All part loads being conveyed and delivered at AFRIDOM (PTY) LTD's convenience.
- d. Any increase in AFRIDOM (PTY) LTD's costs coming into force after the date of the quotation over which AFRIDOM (PTY) LTD has no control will be for the Customer's account.
- e. Any delay due to interruption, hindrance, local traffic, municipal regulation or non-production of necessary licenses, permits or customer forms which will be charged to the Customer.
- f. Where the volumes, quantities or scopes of work have increased over what have been quoted for, the Customer will be charged for any additions on a pro-rata basis.
- g. A charge increase should there be a change of route due to reasons beyond AFRIDOM (PTY) LTD's control.
- h. Any postponement or cancellation by the Customer entitles AFRIDOM (PTY) LTD to make a change to cover the expenses incurred and/or losses to AFRIDOM (PTY) LTD arising therefrom.

- i. AFRIDOM (PTY) LTD shall have the right to increase the charge specified in the event of stoppages or delays in the carrying out of the work to which the Contract relates provided that such stoppages or delays are caused by circumstances beyond the control of AFRIDOM (PTY) LTD or are such that AFRIDOM (PTY) LTD could nor reasonably foresee or prevent the cause of such stoppages or delays arising.

#### **14. FREIGHT**

The Freight payable to AFRIDOM (PTY) LTD by the Customer for its services shall be the Freight agreed between AFRIDOM (PTY) LTD and the customer or shall be calculated on the rate agreed between them, as the case may be. The Freight shall be subject to variation as provided for in clauses 10, 13, 15 and 16.

#### **15. ESCALATION**

Subject to paragraph 13, and provided AFRIDOM (PTY) LTD performs within 30 (thirty) days of date of quotation, the Freight quoted in such quotation shall remain fixed. If however AFRIDOM (PTY) LTD performs after such 30 (thirty) day period the Freight quoted shall be subject to escalation in accordance with the SEIFSA Index of Road Freight Costs as at the date of performance by AFRIDOM (PTY) LTD, the base index being that prevailing at date of quotation.

#### **16. ADDITIONAL CHARGES**

Subject to paragraph 13 above, and in addition to the Freight, AFRIDOM (PTY) LTD shall be entitled to levy an additional charge at its usual rate, alternatively reasonable rate, in the event of:

- a. The circumstances envisaged in clauses 22, 23, 24, 28, 29, 30 and 31 occurring; or
- b. The time taken top off-load a vehicle exceeding the maximum time allowed in terms of clauses 23 and 24; or
- c. Off-loading taking place at more than one point; or
- d. AFRIDOM (PTY) LTD being obliged, due to circumstances beyond its control, to utilize routes different from those intended by it at the time of entering into the Contract.

#### **17. PAYMENT**

Subject to paragraph 9 above, payment shall be received in full, free of any commission, exchange, brokerage, deduction or set-off, upfront at loading by AFRIDOM (PTY) LTD which may appropriate all monies paid entirely within its sole and unfettered discretion. The Customer shall not be entitled to deduct from or set-off against such payments any claims which the Customer may have against AFRIDOM (PTY) LTD arising from any cause whatsoever. Notwithstanding that AFRIDOM (PTY) LTD may agree to collect and/or receive payment from a third party, the Customer hereby acknowledges that the Customer is personally bound by the provisions of the Contract, and the Customer hereby guarantees payment of the Freight and other charges by such third party to AFRIDOM (PTY) LTD. There will be no valid discharge of the obligation to pay AFRIDOM (PTY) LTD by the Customer unless payment has been made to AFRIDOM (PTY) LTD and to no other Person whomsoever. AFRIDOM (PTY) LTD is entitled to levy an interest charge against the Customer at the rate of 2% (two per cent) per month on all amounts which are outstanding and are unpaid by the Customer.

#### **18. OFF-LOADING**

Where the Customer is not the consignor and/or consignee, the consignor and/or consignee and their servants and agents shall be deemed to be agents of the Customer and to be authorized to act on the Customer's behalf in the situations contemplated in clauses 20 to 28 inclusive.

## 19. CONDITIONS OF GOODS

The onus of establishing the condition of the Goods at the time of delivery from AFRIDOM (PTY) LTD shall at all times remain on the Customer, and no delivery note, receipt, or other document given at such time by AFRIDOM (PTY) LTD to the consignor shall constitute proof of such condition, save to the extent that any specific record in relation thereto may have been made thereon by AFRIDOM (PTY) LTD.

## 20. RESPONSIBILITY FOR OFF-LOADING


- b. AFRIDOM (PTY) LTD and/or the Sub-Contractor shall not be responsible for any loss or damage arising from off-loading of the vehicles and the Customer indemnifies AFRIDOM (PTY) LTD and/or the Subcontractor against any claims which may be brought against AFRIDOM (PTY) LTD and/or the SubContractor arising out of such off-loading, overloading, unsafe loading or out of the nature or any defect in the Goods concerned.
- c. AFRIDOM (PTY) LTD's employees may assist with the off-loading where such assistance is customary and practicable, and where contracted for, but such assistance shall be rendered at the sole risk of the Customer without any liability for any loss or damage arising therefrom attaching to AFRIDOM (PTY) LTD and/or the Sub-Contractor.

## 21. OFF-LOADING FACILITIES

- a. The Customer undertakes:
  - 21.1.1 To provide or procure the provision of safe and adequate labour and equipment for safe, convenient and adequate off-loading points and access to any such off-loading points.
  - 21.1.2 To ensure that off-loading will be possible at the agreed points during such hours and days as the parties have agreed.
  - 21.1.3 To ensure that the goods are off-loaded into the correct tank, vessel or container, store or warehouse, as the case may be.
- b. The Customer warrants that if any Goods require special appliances for off-loading of the vehicle, those appliances will be available at the place of delivery of the consignment at the Customer's expense.

## 22. DELAYS AND DAMAGES

- a. In the event of a vehicle being delayed or damaged due to the Customer's failure to comply with the provisions of clauses 20 and 21, the Customer shall be liable for additional charges at AFRIDOM (PTY) LTD's usual rates, alternatively reasonable rates, and/or such damages as the case may be.
- b. In the event of any damage whatsoever being caused to AFRIDOM (PTY) LTD's vehicle/s whilst offloading Goods on the Customer's premises, then and in such event, the Customer shall be liable for the fair and reasonable costs of repairing the damages sustained to AFRIDOM (PTY) LTD's vehicle/s and re storing the vehicle/s to the condition it/they was/were in prior to the damages sustained by it.

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- c. The Customer shall be responsible for and shall compensate AFRIDOM (PTY) LTD in respect of all or any damage sustained by it to any of its vehicles, should any of its vehicles or any portion thereof, or any of AFRIDOM (PTY) LTD's equipment be damaged while such vehicles are on, or in the process of entering upon, or leaving or off-loading sites, howsoever such damage is caused, whether as a result of loading, off-loading or whether as a result of the sites not being in a proper or good state of repair and/or whether such damage occurs because such sites are not level and clear. The Customer shall be liable for such damage, whether same is direct, indirect or consequential. Similarly, should any of AFRIDOM (PTY) LTD/s vehicles and/or any portion thereof and/or its equipment be damaged while such vehicles are in transit through any other fault of the Customer and/or its servants or agents, and whether as a result of Off loading or otherwise, the Customer shall be responsible and shall compensate AFRIDOM (PTY) LTD for any such damage, whether the same be direct, indirect or consequential.

### **23. OFF-LOADING TIME**

The maximum off loading time allowed to the Customer shall be 2 hours or as stipulated on the quotation unless otherwise agreed to in writing by AFRIDOM (PTY) LTD. Off Loading time shall be deemed to commence at the time when the vehicle to be Off loaded arrives at the entrance to the property on which the Off loading point is situated.


### **25. DELIVERY DETAILS**

After completion of Off-loading, the Customer shall verify the correctness of all the details contained in the Customer's delivery documents.

### **26. DELIVERY AND OFF-LOADING INSTRUCTIONS**

The Customer shall ensure, prior to the Goods being off-loaded, that the Goods to be off-loaded are the precise Goods which are contracted to be off-loaded, that during off-loading clear and precise offloading and delivery instructions are given, that the Goods are off-loaded at the correct place and/or off-loading point, and that immediately after off-loading the Goods off-loaded comprise the correct quantity and are in good order and condition.

### **27. COMPLETION OF OFF-LOADING**

- a. When off-loading is completed the Customer shall inspect the vehicle/s, as the case may be, to verify that the complete consignment has been off-loaded.
  - b. Goods left on AFRIDOM (PTY) LTD/s or the Sub-Contractor's vehicle/s for any reason to suit the convenience of the Customer or the consignee, are held at the sole risk of the Customer or the consignee, as the case may be. Pending forwarding and delivery, Goods may be warehoused or otherwise held at any place/s at the sole discretion of AFRIDOM (PTY) LTD or the Sub-Contractor, at the Customer's risk and expense.
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## **28. FAILURE BY THE CUSTOMER TO TAKE DELIVERY**

Should the Customer fail or neglect or be unable or refuse to take delivery of the whole or any part of the Goods at the agreed off-loading point or at the agreed off-loading time, or should (through no fault of AFRIDOM (PTY) LTD) it not be possible or practicable to off-load the Goods within the prescribed time set out in 23 above and should no acceptable alternative delivery instruction be received from the Customer, AFRIDOM (PTY) LTD shall be entitled to store or abandon the goods at its discretion. In such event the Customer shall be liable to pay any additional charges thereby incurred and shall have no claim whatsoever against AFRIDOM (PTY) LTD for any act or omission arising therefrom.

## **29. DEMURRAGE**

AFRIDOM (PTY) LTD shall not be liable for demurrage or storage charges of any nature howsoever arising, levied by third parties, and where paid by AFRIDOM (PTY) LTD, shall be refunded to AFRIDOM (PTY) LTD by the Customer on demand. The Customer does hereby appoint AFRIDOM (PTY) LTD irrevocably and in rem suam as its agent in its place and stead to contract for the storage of such Goods upon such terms and such conditions as AFRIDOM (PTY) LTD may, in its discretion, elect and without any liability whatsoever attaching to AFRIDOM (PTY) LTD to attend to such storage.

## **30. BREACH OF CONTRACT BY AFRIDOM (PTY) LTD**

Should AFRIDOM (PTY) LTD breach any terms or conditions of a Contract, the customer shall give AFRIDOM (PTY) LTD written notice to remedy such breach within 7 (seven) days of receipt thereof, and only in the event of AFRIDOM (PTY) LTD failing to comply therewith, shall the Customer be entitled to cancel the Contract on written notice to AFRIDOM (PTY) LTD.

## **31. DUTIES AND TAXES**

The Customer and consignees shall be liable for any duty, tax, imports or outlays of whatsoever nature levied by the authorities at any post or place for or in connection with the goods, and for any payments, fines, expenses, loss or damage incurred or sustained by AFRIDOM (PTY) LTD or the Sub-Contractor in connection therewith.

## **32. LIEN**

- a. (i) AFRIDOM (PTY) LTD shall have a lien over all Goods as security for all monies owing.  
(ii) In addition AFRIDOM (PTY) LTD shall be entitled to hold all goods as security for any monies which have been due and payable to it by the Customer from any cause whatsoever.
- b. If any monies owing are not paid within 30 (thirty) days after they become due, AFRIDOM (PTY) LTD shall be entitled without further notice to the Customer:
  - (i) To open and examine any part of the consignment.
  - (ii) To hold any part of the consignment in such manner and upon such terms and conditions as it deems fit.
  - (iii) To sell the Goods over which AFRIDOM (PTY) LTD has a lien, and to apply the proceeds of any such sale after deducting all expenses thereof in payment or deduction of any amount due by the Customer to AFRIDOM (PTY) LTD provided that any surplus is to be paid over to the Customer, without interest, as soon as possible after the sale if the customer's address is known, or if not, upon demand by the customer.
- c. Upon payment or tender of the proceeds of any such sale, AFRIDOM (PTY) LTD shall be released from all liability to the Customer in respect of the Goods.



### 35. GENERAL

- a. AFRIDOM (PTY) LTD may cede, delegate and/or assign and/or sub-contract any or all of its rights and/or obligations under a Contract.
- b. These conditions shall apply to any other additional work and carried out for and on behalf of the Customer, whether or not the Customer's attention has been specifically drawn to these terms and conditions as being applicable to the contract governing the relationship. It shall therefore be construed that the Customer has agreed that all terms and conditions herein contained shall apply to all future and/or additional work carried out for and on behalf of the Customer by AFRIDOM (PTY) LTD and/or the Sub-Contractor.
- c. AFRIDOM (PTY) LTD shall be entitled at any time, by notice to the Customer, to cancel any quotation or executory agreement in circumstances where it becomes impractical or uneconomical for AFRIDOM (PTY) LTD to carry out the contract, and the Customer shall have no claim whatsoever against AFRIDOM (PTY) LTD for any loss the Customer might incur as a result of AFRIDOM (PTY) LTD canceling.
- d. The parties hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction over the Customer should AFRIDOM (PTY) LTD in its sole and unfettered discretion elect to institute any action arising out of a Contract against the customer in such Court, notwithstanding that AFRIDOM (PTY) LTD's claim may exceed the ordinary jurisdiction of such Court.
- e. All Contracts shall be interpreted and governed by the Laws of the Republic of South Africa in their entirety. This Contract shall be deemed to have been entered into the Republic of South Africa.
- f. The head notes to the various clauses contained in these conditions are for reference purposes only and do not affect the interpretation of the individual clauses.
- g. Each of the terms hereof is severable from the rest of the terms contained herein which terms shall remain of full force and effect, should any one term be found to be invalid for any reason, or without limited the generality hereof, contra bona moras.
- h. No act, omission, course of dealing, forbearance, delay or indulgence by AFRIDOM (PTY) LTD in enforcing any of these conditions or any of its rights in terms thereof, or any granting of time by AFRIDOM (PTY) LTD, shall prejudice or affect the rights and remedies of AFRIDOM (PTY) LTD under these conditions and so such matter shall be treated as any evidence or waiver or any subsequent breach thereof, or as estoppel against it. AFRIDOM (PTY) LTD shall at all times, and without notice be entitled to insist on strict application of these conditions and on their strict enforcement thereof by the Customer.
- i. The Customer selects as its domicilium citande et executandi for all purposes hereunder at its place of business as reflected on its invoices, delivery notes and letterheads.
- j. AFRIDOM (PTY) LTD as its domicilium citandi et executandi at the address that appears on the face hereof