

## TERMS & CONDITIONS OF TRADE

1. All goods sold remain the property of NOVITA until paid in full by you.
2. NOVITA shall under no circumstances be liable for any loss (direct, indirect or consequential) or damages (general or special) suffered by you, however such loss or damage may arise and whether or not it arose as a result of the negligence of the company, it's agents or employees or for any other reason or from any other circumstances of whatsoever nature.
3. Payment terms are strictly COD unless terms of payment have been authorized by NOVITA in writing.
4. In the event of late payment, the company reserves the right to suspend your credit facility.
5. Prices quoted are subject to variation upon which NOVITA undertakes to inform you of any such price increase or decrease as soon as possible.
6. Delivery shall be deemed to have been made by NOVITA when the goods have been delivered and a signature has been obtained on either a Delivery note or Tax Invoice, whether delivered by NOVITA or agent nominated by either party.
7. Unless otherwise agreed to in writing all risk in respect of the goods shall pass to you upon delivery of such goods to you.
8. You hereby consent to the jurisdiction of the Magistrate's Court for any action or application which may be instituted against you in respect hereof: Provided that NOVITA reserves the right to institute proceedings in any appropriate division of the High Court.
9. In the event that you:
  - a) Fail to pay any monies due to NOVITA,
  - b) Are provisionally or finally sequestered or liquidated or placed under business rescue before the purchase price of any goods purchased from NOVITA, or any portion thereof is paid in full, it reserves the right, without notice, to proceed to the place where the purchased goods are stored and take possession thereof and forthwith remove the goods from such place.
10. These terms and conditions shall remain in force until amended by NOVITA in writing and your obligations shall, despite any changes, remain in full force and effect.
11. No alteration, cancellation, variation, waiver of or addition hereto shall be of any force or effect unless expressly accepted in writing by NOVITA.
12. No indulgence, leniency or extension of time shown or granted to you shall in any way prejudice, or preclude, NOVITA from exercising any of its rights in the future.
13. You choose as your *domicilium citandi et executandi* for all purposes under these terms and conditions the address set out overleaf which address shall not be a PO Box or *poste restante*.
14. These Terms & Conditions constitute the entire agreement between NOVITA and you and neither party shall be bound by any representations, warranties, promises or the like not recorded herein.
15. In the event that NOVITA is required to institute legal proceedings in respect of the recovery of outstanding accounts then you shall be liable for the payment of all legal fees on an Attorney & Client scale, collection commission and tracing fees.
16. **As a signatory hereof, on behalf of the company, close corporation or other juristic person that has applied for, and been granted, a credit facility with NOVITA, by your signature hereto you agree to be**

**personally bound, jointly and severally, as surety and co-principal debtor *in solidum* to NOVITA for any and all liability that the company, close corporation or other juristic person you represent, may incur.**