

## 7. PROOF OF INDEBTEDNESS

A certificate signed by the Service Provider showing the amount of the Vendor's indebtedness to the Service Provider from time to time, any penalties due or accrued and/or proceeds of any sale, assignment, transfer, collection or recovery shall be prima facie evidence of the correctness of the matter contained in such certificate for all purposes including for the purposes of obtaining provisional sentence, summary judgment or judgment against the Vendor.

## H. LIMITATIONS AND EXCLUSIONS OF LIABILITY

1. Nothing in this Agreement will:
  - 1.1. Limit any liabilities in any way that is not permitted under applicable law; or
  - 1.2. Exclude any liabilities that may not be excluded under applicable law.
2. The limitations and exclusions of liability set out in this Clause 13 and elsewhere in this Agreement:
  - 2.1. Are subject to Clause 13.1; and
  - 2.2. Govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
3. Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

## I. DEFAULT

1. In the event that the Vendor has illegitimate access to the nominated banking account and the Buyer has paid the amount owed to the Vendor, the Vendor will have to immediately dispatch the funds owed to the Service Provider. Failure to adhere to these terms within **24 hours** will result in the Vendor incurring a **20%** default penalty fee on the outstanding amount.
2. The Vendor agrees to pay the all fees, cost and expenses incurred by the Service Provider as a result of his/her failure to pay the amount owed.
3. Upon the Vendor: –
  - 3.1. breaching any of the provisions of this Agreement and failing to remedy such breach upon receipt of **5 business days'** written notice by the Service Provider to do so; or
    - 3.1.1. breaching any of the provisions of the Vendor Agreement
4. the Service Provider shall be entitled to –
  - 4.1. demand and recover from the Vendor payment of all amounts due to the Service Provider in terms of the Vendor Agreement; and
  - 4.2. without notice to the Vendor and without first obtaining any order of court –
    - 4.2.1. notify all debtors in respect of the Ceded Rights, in writing, that payment, delivery or performance or all obligations thereunder must be made to the Service Provider and that payment, delivery or performance to the Vendor or to anyone else will not constitute valid payment, delivery or performance; and/or
    - 4.2.2. instruct the Vendor to take such steps, in the name of the Service Provider, as the Service Provider deems fit to recover any amounts owing under the Ceded Rights, including the institution of legal proceedings; and/or
    - 4.2.3. convey valid title in and to any of the Ceded Rights to any purchaser thereof.
  - 4.3. If the amount received by the Service Provider pursuant to the exercise of its rights, the amount owing to the Service Provider in respect of the Secured Obligations for the time being, whether due or not (together with all cost expenses, commissions, charges and other amounts which the Service Provider may incur in exercising its rights in terms hereof), the Service Provider shall pay over such excess to the Vendor, without affecting the

