

Precision Meters (Pty) Ltd – Standard Terms and Conditions of Sale

Disclosure:

These terms and conditions ("Terms and Conditions") serves as a binding agreement between you, the Customer (hereinafter referred to as "you" or "the Customer") and Precision Meters (Pty) Ltd (hereinafter referred to as "the Company", "us", "we" or "our"). Please read these Terms and Conditions carefully before ordering any Products or engaging any of our Services. By ordering any of our Products or Services, you agree to be bound by these Terms and Conditions. We reserve the right to amend these Terms and Conditions at any time. The continued use of our Products or Services will constitute an acceptance of the Terms and Conditions, including any amendments thereto.

1. Definitions:

- In these terms and conditions, the following words and phrases shall have the following meanings ascribed to them:
- 1.1. "Company" shall mean Precision Meters (Pty) Ltd, Registration Number: 2014/030083/07, a Company registered in terms of the Company Laws of South Africa with Registration no.: 2004/027131/07 of Unit 48, Panther Park, 11 Berkley Road, Maitland, Cape Town, Western Cape Province, South Africa;
- 1.2. "Customer" shall mean any customer who purchases or intends to purchase any Product(s) or Service(s) from the Company;
- 1.3. "Order" means a formal request for a Product(s) or Service(s), submitted by a Customer to the Company;
- 1.4. "Parties" means the Company and the Customer, and "Party" means any of them, as the context may require;
- 1.5. "Product" shall mean any product, item or thing which is produced, manufactured, sold or provided by the Company to its Customers;
- 1.6. "Service" shall mean any *ad hoc* service requested by a Customer.

2. Interpretation:

- In these terms and conditions, unless the context indicates a contrary intention:
- 2.1. Clause headings are for convenience only and are not to be used in its interpretation; and
- 2.2. An expression which denotes:
- 2.2.1. any gender includes the other gender(s);
- 2.2.2. a natural person includes a juristic person and *vice versa*; and
- 2.2.3. the singular includes the plural and *vice versa*.
- 2.3. Any substantive provision conferring rights or imposing obligations on any Party in this interpretation clause shall be given effect to as if it were a substantive provision in the body of these Terms and Conditions.
- 2.4. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout these Terms and Conditions.
- 2.5. No provision of these Terms and Conditions shall be construed against or interpreted to the disadvantage of any Party hereto by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 2.6. The *ejusdem generis* rule shall not apply and whenever a term is followed by the word "including" which is then followed by specific examples, such examples shall not be construed so as to limit the meaning of that term.
- 2.7. Unless specifically otherwise provided, any number of days prescribed in this Agreement shall be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or public holiday, the next succeeding business day.

3. General:

- 3.1. These Terms and Conditions shall apply to every quotation, sales order, tax invoice, or other agreement for a Product or Service between the Company and you, the Customer, and shall also apply to any Products supplied or Services rendered to the Customer by third parties engaged by the Company.
- 3.2. The Company reserves the right to amend these Terms and Conditions, from time to time, and as the Company may deem necessary and at the Company's discretion. By continuing to make use of our Products or Services, you agree to any such amended Terms and Conditions.
- 3.3. Any reference by the Customer to its own purchasing terms, or other terms and conditions, shall not be accepted by or be binding on the Company and shall not be incorporated by reference into these Terms and Conditions. These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of South Africa.
- 3.4. If any provision of these Terms and Conditions is held to be invalid or rendered void, illegal or unenforceable in any respect and for any reasons whatsoever it shall be severable from the remainder of these Terms and Conditions, and the validity, legality and enforceability of the remaining provisions shall remain to be in full force and effect and shall not in any way be affected or impaired thereby.
- 3.5. Any indulgence, waiver or relaxation of any of the provisions of these Terms and Conditions, or extension of time granted by the Company to the Customer shall not be construed as a waiver or variation of any of the Company's rights or remedies in terms of or under these Terms and Conditions, or will operate so as to prevent or preclude the Company thereafter from exercising its rights strictly in accordance with these Terms and Conditions.
- 3.6. The Customer acknowledges that, upon accepting any quote, placing any Order or submitting any credit application, subsequent to the receipt of these Terms and Conditions with an accompanying quotation, proforma invoice, credit note, tax invoice or official credit application from the Company constitutes a formal acceptance by the Customer of these Terms and Conditions, who thereby agrees to be bound hereto.
- 3.7. These Terms and Conditions, read, where applicable, with any Credit Facility terms, quotation or invoice constitute the entire agreement between the Parties. The Customer shall not be entitled to rely upon any term, warranty, guarantee, condition or representation, unless it is contained herein, or unless otherwise agreed to in writing between the Parties.

4. Product and Service Availability:

- 4.1. All Products sold and Services rendered by the Company are based on and subject to availability.

5. Consumer Protection Act:

- 5.1. These Terms and Conditions may be subject to the provisions of the Consumer Protection Act, Act 68 of 2008, and, in such an event, these Terms and Conditions must be read in conjunction with the provisions of the said Act.

6. Quotations:

- 6.1. All prices quoted by the Company exclude Value Added Tax.
- 6.2. Any quotation issued by the Company remain valid and open for acceptance for a period of 30 (thirty) days from the date of the quotation, unless the Company agrees otherwise in writing.
- 6.3. Any quotation provided by the Company may be affected if there is any change to:
- 6.3.1. the quantities of Products to be ordered;

- 6.3.2. any ruling exchange rates, any duties payable, or surcharges levied by the relevant authorities, or to any applicable transport costs or any clearing agent charges applicable as at the date of the quotation;

- 6.3.3. supplier pricing applicable as at the date of the quotation.

- 6.4. The Company accordingly reserves the right to revise the prices charged for certain Products or Services in the event that any of the factors listed above changes between the date of the quotation and the date on which the Purchase Order is received from the Customer. The Customer will be notified in writing of any such changes.
- 6.5. If a quotation is provided in connection with any Products noted as existing stock on hand, such quote is subject to the condition that such Products have not been sold before the order is confirmed by the Customer.

7. Acceptance of Quotations / Placing of Orders:

- 7.1. The Customer may accept a quotation and place an order by returning an authorised official Purchase Order document to the Company.
- 7.2. The placing of any Order regarding any Product or Service offered by the Company shall be deemed to constitute acceptance of these Terms and Conditions.

8. Price

- 8.1. The price payable by the Customer for any Product or Service shall be price quoted on the invoice provided to the Customer, when placing the Order.
- 8.2. Product prices and delivery charges are liable to change at any time, however these changes will not affect Orders in respect of which we have already received payment from you.

9. Credit Facilities:

- 9.1. The Company may, at its sole discretion, provide credit facilities to certain of its Customers on such additional terms and conditions as the Company may deem fit. Provided that the Customer meets the Company's credit requirements and conditions, an amount invoiced to the Customer ("the Invoiced Amount") shall be payable by the Customer within 30 (thirty) days from the date of statement, unless other payment terms are agreed with the Company in writing.
- 9.2. The Customer will only be provided with credit facilities upon the successful completion and acceptance of the Company's credit application and these Terms and Conditions.
- 9.3. The Company reserves the right to revise the account status of any and all Customers without prior notice being given, including on the occurrence of any of the following event:
- 9.3.1. The Company is informed of changes to the Customer's credit guarantee status via CGIC or any appropriate credit guarantee bureau;
- 9.3.2. The Customer defaults on payment within the allowed period as stipulated within their credit account facility;
- 9.3.3. At any point at which the Company deems appropriate.

10. Carriage:

- 10.1. Unless otherwise specified, prices quoted are CIF Cape Town.

Payment - Accountholders:

- 11.1. On delivery of the goods, the Company will issue an invoice to the Customer for all amounts owing in terms of the Order ("the Invoiced Amount").
- 11.2. Subject to the provisions of paragraph 9.1, payment of the Invoiced Amount must be received by the Company in full within 30 (thirty) days of the date of the statement, either in cash, or by means of an electronic funds transfer, free of any deductions, bank charges and set-off.
- 11.3. The Company reserves the right to request a deposit of 50% from the Customer of the Purchase Order Amount at the time of placing the Order, where the Order is in respect of any products:
- 11.3.1. to be specially imported; or
- 11.3.2. which are subject to the Customer's specific requirements; or
- 11.3.3. which do not ordinarily comprise part of the Company's product offering.
- 11.4. The Customer must provide proof of payment of any Invoiced Amount or deposit to the Company.
- 11.5. In the event that any amount is not paid on the due date for such payment, the Company shall be entitled, without prejudice to any other rights it may have against the Customer, to levy interest on such overdue and / or outstanding amounts (at the highest applicable rate allowed by law). Interest shall be calculated from the due date of payment until the actual date on which payment is received.
- 11.6. Any payments received from a Customer shall be applied to the Customer's indebtedness with the Company in the Company's sole discretion.
- 11.7. The Customer shall not be entitled, for any cause whatsoever, to withhold, deduct or set-off from or defer payment of any amount due by it to the Company and shall pay any such amount free of exchange and without set off.

12. Payment – Non-Accountholders:

- 12.1. The Customer shall pay the full pro-forma Invoiced Amount at the time of placing the Order.
- 12.2. In the case of special-order items, and unless otherwise agreed to in writing, no Order shall be placed with the supplier by the Company prior to payment of the pro-forma Invoiced Amount or any requisite deposit amount being received in full. The balance of payment will fall due upon supply of special-order goods to the Customer.
- 12.3. The Customer shall not be entitled, for any cause whatsoever, to withhold, deduct or set-off from or defer payment of any amount due by it to the Company and shall pay any such amount free of exchange and without set off.

13. Penalties and Damages:

- 13.1. In the event that a Customer cancels a Purchase Order on a date after the Company has placed an order with a third-party supplier, then the Company shall be entitled to:
- 13.1.1. retain any deposit paid by the Customer; or
- 13.1.2. charge the Customer costs that may have been incurred by the Company as a result of any cancelled order, including an administration fee;
- whichever amount is the greater.
- 13.2. In the event that the Customer purports to cancel an Order which was placed in relation to any Product or equipment to be specifically manufactured or modified to the Customer's specifications, the Company shall be entitled to refuse to return any amounts paid in connection with such Order; and no credit shall be granted on the return of such Product.

14. Delivery and Risk:

- 14.1. The quotation provided by the Company may include an estimated delivery date. The period specified for delivery on the Company's quotation shall commence from final settlement of specifications or final approval by the Customer of a sample, if relevant, or payment of the deposit (clause 11.3) or pro forma Invoiced Amount (clause 12.1) and not from the date of acceptance of an order, tender, or contract.
- 14.2. Delivery times provided to the Customer are of an indicative nature only. Accordingly, the Company shall not be liable for any delays in delivery where it has not expressly guaranteed a delivery time or date. The Customer shall not be entitled to terminate these Terms and Conditions or cancel any Order, nor shall the Company be liable to the Customer for any loss or damage arising from a delay in delivery of any order.
- 14.3. The Company cannot guarantee the availability of Products.
- 14.4. Delivery is included in the purchase price of all items unless otherwise stipulated and shall be made to the street level at the address provided by the Customer and excludes any off-loading of Products purchased from the delivery vehicle, positioning and set-up unless otherwise agreed between the Company and the Customer in

writing. The Customer shall provide, at its own cost, the necessary labour, equipment, or facilities required for the off-loading of Products from the delivery vehicle and placement thereof at the premises of the Customer.

Damage or Loss in transit:

- 14.5.1. The risk in respect of Products purchased passes to the Customer when the Order is collected from the Company's warehouse by the Customer or by a third party nominated by the Customer. The Customer shall take out the appropriate insurance cover in respect of said Products in transit.

- 14.5.2. The Company only accepts responsibility for any damages or shortages in or loss of Products in transit only where it delivers the Products, and provided that the Customer reports such damage, shortage, or loss to the Company in writing within 7 (seven) days of the delivery date.

- 14.6. The Company will be deemed to have made delivery to the Consumer in full and proper compliance with its obligations to make delivery of the Product or Service if:

- 14.6.1. The Customer has accepted delivery of the Product or Service; or
- 14.6.2. After the lapse of a reasonable time after delivery / receipt, the Customer keeps the Product without advising the Company that it has rejected delivery.

Ownership:

- 15.1. Notwithstanding delivery of any Product, the ownership of all Products sold remains vested in the Company until the Invoiced Amount has been paid in full.

End Use:

- 16.1. The Customer is solely responsible for confirming the suitability of any product for the use contemplated by the Customer.

Tolerances:

- 17.1. All products supplied by the Company, will be manufactured within limits and tolerances which are reasonable in the trade and meet any regulatory standards which may be applicable in law.

Warranties:

- 18.1. The Company undertakes to perform its obligations under these Terms and Conditions with reasonable care and skill and confirms that it will always endeavour to ensure that Products are supplied in working order and compliant with applicable specifications and legal regulatory standards.
- 18.2. Unless the Customer has specifically informed the Company of the intended use of the product, the Company does not warrant that the Products purchased by the Customer will be fit for the intended purpose. In any event, where the Customer has ordered any product or equipment which requires specialised calibration or modifications required to fit such purpose, the Company shall not provide any warranty for same, and the Customer shall be obliged to rely on the Company's/manufacture's warranty, if any. In such an event, the Company herewith cedes to the Customer any and all rights under such manufacturer's warranty.
- 18.3. The Company warrants that any Product supplied by it shall be free from defects in workmanship pertaining to product moving parts which may arise during a period of 1 (one) year from date of invoice on ECO, EVO, Irrigation, Electromagnetic, and EMS Hybrid bulk meters. Multi-jet, volumetric piston, and ultrasonic meters sold loose or in an enclosure shall carry a 3 (three) year warranty on working parts from date of invoice. Accessories or fittings supplied by the Company shall carry a 1 (one) year warranty.
- 18.4. The liability of the Company shall be limited to the replacement or repair of the Product or any part thereof in order to eliminate any defect in workmanship or materials, which defects the Company shall have been notified in writing by the Customer within 48 (forty-eight) hours after the defect arises (which notice shall specify the alleged defect), provided that the Company shall have been given a reasonable opportunity of inspecting any alleged defect and provided further that:
- 18.4.1. the Products have been subject to normal use in a manner which is consistent with the specification, functionality and service standards described in the relevant product description;
- 18.4.2. reasonable care has been taken of the Product / equipment, and it has only been subjected to reasonable wear and tear;
- 18.4.3. the Product(s) has been correctly stored, in accordance with the regulatory requirements, or manufacturer's instructions;
- 18.4.4. the fault has not been caused or contributed to by wilfully or negligently caused damage, or any accident, or being in environmental conditions harmful to the Product, or by third party software or hardware, which has not been supplied by the Company and / or the relevant manufacturer;
- 18.4.5. the part which develops the fault has not been previously modified or repaired by any third party;
- 18.4.6. any equipment is operated or maintained in a manner which is consistent with the Company's or the manufacturer's operating instructions; and
- 18.4.7. any equipment is operated by persons suitably trained to use same.
- 18.5. The Company's obligation to repair or replace under paragraph 18.4 above does not apply to:
- 18.5.1. consumable components;
- 18.5.2. parts which are not critical to the product's proper function; or
- 18.5.3. cosmetic features of the product.

- 18.6. The Customer shall provide the Company with a copy of the original invoice for the Product and prepay all freight charges to return any Products to the Company. All claims must be accompanied by full particulars, including operating conditions, if applicable.

- 18.7. It is recommended that specific equipment supplied by the Company be installed and commissioned by the qualified and accredited technical personnel. Should this option not be accepted by the Customer, the correct operation of that equipment cannot be guaranteed. In this case, the warranty set out in this paragraph could be void and the Company will not be liable for any malfunctioning and/or damage to said equipment, or any other part of the laboratory to which the equipment is connected.

- 18.8. Save for the aforementioned warranties, the Company gives no further warranties of whatsoever nature in relation to the products or equipment sold and/or the services provided in terms of these Terms and Conditions.

Indemnities:

- 19.1. Save as expressly set out herein, the Company shall under no circumstances whatsoever be liable to the Customer, including, without limitation, as a result of or in connection with the Company's negligent (including grossly negligent) acts or omissions or those of its employees, agents or designees or other persons for whom in law it may be liable (in whose favour this constitutes a contract or undertaking for their benefit), for any indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), sustained by the Customer, any other recipient of the products, or any other person arising from or as a result of any sale concluded in terms of these Terms and Conditions, the delivery, non-delivery, incorrect, erroneous or late delivery, the use, operation, possession or consumption of the Products or equipment or any Product failure. The Customer hereby agrees that it will indemnify the Company and hold the Company harmless and fully indemnified from and against any loss or damage suffered or liability incurred, including without limitation in respect of any claim or demand by any third party by reason of any act or omission on the part of the Customer or that of any employee, agent or representative acting on its behalf in connection with Orders placed in terms

of these Terms and Conditions and / or in relation to receipt of Products or equipment supplied by the Company pursuant to any such order.

20. Returns:
20.1. Goods may only be returned for credit if authorised in writing and adhering to the returns policy defined by the Company.
20.2. The Company will only consider accepting products for credit if notified by the Customer in writing within 7 (seven) days after date of invoice.
20.3. Save for goods returned due to defects or issues in workmanship, the Company shall be entitled, at its discretion, to charge a minimum handling charge of 10% (ten percent) of the quoted price of a product returned to the Company for credit.
20.4. Save for goods returned due to defects or issues in workmanship, all costs associated with returning such products to the Company shall be for the account of the Customer.
20.5. It will be within the Company's sole discretion to replace, refund, partially refund or reject any claim, per the provisions of these terms and conditions read with the Consumer Protection Act, Act 68 of 2008 (the "CPA"), if applicable, and any other applicable industry regulations.

21. Errors:
21.1. The Company shall take all steps reasonable to ensure the correctness of every Order however, should there be any errors of whatsoever nature, the Company shall not be liable for any loss or damages sustained, unless such error is the result of the gross negligence of the Company.

22. Responsibility:
22.1. It shall be the Customer's sole responsibility to be familiar with regulations that might concern the installation, storage, use or disposal of the products or operation of the equipment ordered. The Company shall not be held responsible for any penalties or restrictions from the contravention of any regulatory obligation.

23. Events outside our control:
23.1. The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under an order that is caused by events outside our reasonable control, including but not limited to a force majeure event.
23.2. A force majeure event includes, but are not limited to:
23.2.1. Strikes, lockouts or other industrial action, civil commotion, riot, invasion, terrorist attack, war or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
23.2.2. Impossibility of the use of public or private telecommunication networks; and
23.2.3. Acts, decrees, legislation, regulations, or restrictions of any government.
23.3. All performances under order are deemed suspended for the period of the force majeure event. An extension time for performance will be provided to accommodate this event.

24. Cession or assignment:
24.1. The Customer shall not be entitled to cede, assign, or delegate any of its rights and/or obligations which it may have in terms of these Terms and Conditions to any third party, without the prior written consent of the Company

25. Limitation of Liability:
25.1. Save as for any liability in terms of paragraph 18 and notwithstanding any of the other provisions of these Terms and Conditions, the Company shall not be liable to the Customer or any third party for any claim for loss, expense or damages (including indirect damages, special damages or consequential damages or loss of profits), injury or death to any persons of whatsoever nature and howsoever arising against the Company or its employees (whether in terms of the Consumer Protection Act, No 68 of 2008 or otherwise).
25.2. The Customer hereby indemnifies and holds the Company harmless against any claim made by any third party for loss, damage, injury or death as a result of or in connection with the installation, storage, use or disposal of the products, or operation of any equipment once same has been delivered to the Customer.

26. Failure to Perform:
26.1. Should the Company fail to perform any of its obligations in terms of these Terms and Conditions as a result of:
26.1.1. an inability to secure labour, materials or supplies despite having taken all reasonable steps to procure same;
26.1.2. any act of God, war, strike, lock-out or other labour dispute, fire, flood, or legislation; or
26.1.3. any other cause beyond the control of the Company.
26.1.4. then notwithstanding anything to the contrary contained or implied in these Terms and Conditions, the Customer shall not be entitled to terminate these Terms and Conditions, nor shall it have any claim of whatsoever nature against the Company.
26.2. If, in these circumstances, the Company has already partly performed its obligations, or can only partly perform its obligations, it shall be entitled to payment for the part already invoiced and delivered, or the part which can be invoiced and delivered, and the Customer shall be obliged to pay such invoices as if it were a separate contract.

27. The Precision Meters Brand:
27.1. Nothing contained in this Agreement shall be construed as granting to the Customer any license or other right with respect to the Precision Meters Brand.
27.2. The Customer acknowledges Meters brand shall remain the sole and exclusive property of the Company, and the Customer shall in no way dispute the Company's right thereto and shall not in any way make use of the Precision Meters brand without the prior written consent of the Company in each instance.
27.3. The Customer hereby undertakes to and in favour of the Company not to do anything or omit to do anything which may negatively affect the reputation and credibility of the Precision Meters brand and/or the goodwill of the Company.

28. Breach and Termination:
28.1. In the event that the Customer breaches any of the terms and conditions contained in these Terms and Conditions, and fails to make good the specified default after having been given 7 (seven) days' written notice of same and / or fails to pay an amount due and payable by it to the Company, and / or suffers any civil judgment taken or entered against it, and / or causes a notice of surrender of his estate to be published in terms of the Insolvency Act No. 24 of 1936 (as amended), and / or suffers its estate being placed under provisional or final sequestration, liquidation or business rescue proceedings, then the full amount of the Customer's indebtedness to the Company shall immediately become due, owing and payable and the Company shall be entitled without prejudice to any other rights that it may have, either in terms hereof or in law to:
28.1.1. suspend performance of any of its obligations, (including the suspension of further delivery to the Customer) under these Terms and Conditions or any other agreement until such time as payment is received and/or the breach in question is remedied; and/or
28.1.2. claim damages and/or enforce payment in full of the balance of the Invoiced Amount then outstanding together with any accrued interest and all other costs payable; and/or
28.1.3. cancel these Terms and Conditions.
28.2. Should the Company be required to take any steps against a Customer for the recovery of any amounts owing in terms hereof or proceedings to enforce any of its rights arising hereunder, then and in such event (and whether or not legal

proceedings are instituted), the Customer shall be liable for the legal costs incurred by the Company on the scale as between attorney and client.

28.3. The Customer consents in terms of Section 45 of the Magistrates Court Act 1944, as amended, to the jurisdiction of the Magistrate Court otherwise having jurisdiction, in respect of any action or proceedings which may be bought against it arising out of or relating to this Agreement, notwithstanding that the amount in question may exceed the jurisdiction of such Court; provided that the Company shall be entitled to institute any such action or proceedings in the High Court or any other Court having jurisdiction.

29. Settlement of disputes:
29.1. Save for any dispute which relates to the failure by the Customer to pay an invoice issued by the Company, any dispute or difference arising from any order placed by a Customer shall be determined by submitting the dispute to the Managing Director of each of the Company and the Customer for resolution, and failing resolution, by means of mediation. In the event that a mediated outcome is not achieved within 14 (fourteen) days, the dispute shall be referred to arbitration and the Arbitration Act of 1965 shall apply.
29.2. The parties shall agree on the identity of a mediator or an arbitrator (as the case may be) within 5 (five) days of the dispute being submitted to mediation or arbitration, and failing agreement between them, the mediator/arbitrator shall be appointed by the President for the time being of the Legal Practice Council.

30. Certificate of Indebtedness:
30.1. The Customer hereby agrees and acknowledges that for all or any purposes whatsoever, including the purpose of any action by the Company against the Customer, either for provisional sentence, summary judgement or otherwise, a certificate signed by a director of the Company (whose authority it shall not be necessary to prove) certifying or purporting to certify that an amount is owing by the Customer to the Company, shall be sufficient and satisfactory prima facie proof of the correctness of the amount or amounts and facts therein contained.

31. Domicilium:
31.1. Any notices to be given to either party shall be in writing.
31.2. Any notices to be given to the Customer shall be delivered by hand, electronic mail, sent by fax or by pre-paid registered post, to the Customer at the address supplied to the Company for the purposes of any quotation offered by the Company.
31.3. Any notices to be given to the Company shall be delivered by hand or sent by pre-paid registered post to the Company at our registered office which is: Unit 48, Panther Park, 11 Berkley Road, Maitland, Cape Town, 7405.

32. The Protection of Personal Information Act (POPI Act)
32.1. For purposes of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 ("PAIA").
32.2. The Customer is hereby notified that its personal information and, if applicable, that of its representative(s) and other parties provided to the Company, will be collected and processed by the Company as envisaged in the Protection of Personal Information Act, Act 4 of 2013, POPI Act, primarily for the purposes of enabling the Company to consider the Customer's Order and to conclude an agreement with the Customer.
32.3. The Company requires that all Customers complete a POPIA consent form prior to any business engagements. the Company shall take all reasonable steps to protect any Consumer's personal information.
32.4. the Company is the responsible party in respect of such personal information as envisaged in the POPI Act.
32.5. The Customer and, if applicable, its said representative(s) and other parties acknowledge(s) that:
32.6.1. the furnishing by it of such personal information is voluntary and not mandatory;
32.6.2. the consequence of failure to provide such personal information could lead to the inability of the Company to consider the Customer's Order and / or the inability of the Company to conclude agreements with the Customer.
32.6.3. the Company may process its information, including information regarding identity and / or registration numbers, email addresses, physical and / or postal addresses, telephone numbers and full names.
32.7. The processing of information by the Company includes the collection, storage, updating, use, making available and/or destruction thereof, so as, among others, to enable the Company to:
32.7.1. consider the Customer's Order;
32.7.2. conclude agreements with the Customer in respect of the Products / Services;
32.7.3. enforce and/or collect on any agreement, when the Customer is in default or breach of these terms and conditions, and/or to trace the whereabouts of the Customer for purposes of such enforcement and/or collection;
32.7.4. perform historical, statistical and / or research functions, including research relating to sales patterns;
32.7.5. do affordability assessments, credit assessments and/or credit scoring in respect of the Customer, for purposes of any credit facility; and
32.7.6. deliver documents and/or notices to the Customer.
32.8. The Customer and, if applicable, its said representative(s) and other parties acknowledge(s) and confirm(s) that the Company may share its (as the case may be) personal information with the following persons (amongst others) whom have an obligation to keep the personal information secure and confidential:
32.8.1. Its staff, as may be necessary to give effect to any Order;
32.8.2. Third party contractors of the Company, who are required to be informed of the personal information in order to enable FMC to comply with any Order and / or agreement with the Customer;
32.8.3. attorneys, tracing agents, debt collectors and/or other persons that assist with the enforcement of this Agreement;
32.8.4. law enforcement and/or fraud prevention agencies;
32.8.5. regulatory authorities, governmental departments, local and/or international tax authorities and/or other persons that the Company under law has to share the personal information with;
32.8.6. persons to whom the Customer cedes its rights and/or delegates its obligations in terms of this Agreement; and
32.8.7. The Customer, and, if applicable, its said representative(s) and other parties acknowledge(s) and confirm(s) that the Company may process its personal information using automated means (without human intervention in the decision-making process) so as thereby to make a decision about the Customer, including any Customer's request for a credit facilities with the Company.
32.9. The Customer and, if applicable, its said representative(s) and other parties acknowledge(s) and confirm(s) that it may:
32.9.1. access the information that the Company has about it and may request the Company to correct and / or delete the information if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully and / or no longer authorised to be kept, and may file a complaint with the Information Regulator established in terms of the POPI Act about an alleged contravention of the protection of its personal information; and
32.9.2. withdraw its consent which allows the Company to process its personal information, except if otherwise allowed and/or required by law. It is recorded that any such withdrawal may have an impact on any Order placed by the Customer.

L. Ward