

CONFIDENTIAL

NAME OF CUSTOMER: _____

IDENTITY NUMBER / REGISTRATION NUMBER: _____

(hereinafter referred to as “the Customer”)

REPRESENTATIVE: _____

PANNAR SEED (PTY) LIMITED

Registration Number: 1986/002148/07

(hereinafter referred to as “the Seller”)

APPLICATION FOR CREDIT FACILITIES

and, if approved by the Seller

THE CREDIT AGREEMENT

and incorporating

STANDARD CONDITIONS OF SALE

1. This document contains the following:
 - 1.1 Application for credit facilities;
 - 1.2 Terms and conditions of the application, which will govern the application; and
 - 1.3 The standard conditions of sale applicable to the sale of product.
2. The terms and conditions of the credit agreement will come into effect upon approval of this application by the Seller.
3. These terms and conditions will apply to all credit granted to and all sales concluded with the Customer at any stage subsequent to the date of conclusion. The standard conditions of sale are available from the Seller's agent and/or available on the Seller's website (www.pannar.com). The standard conditions of sale are, by agreement, incorporated herein by reference thereto and will be valid and binding on all transactions concluded with the Seller.
4. These terms and conditions will become effective upon approval of this application by the Seller.
5. The financial statements of the Customer will accompany this application as well as the signed Deed of Suretyship.
6. I/We hereby grant permission to the financial department of the Seller to obtain my/our latest audited statements from my/our auditor.
7. Name, address and telephone number of auditor: _____
8. Permission is hereby granted to the financial department of the Seller to contact my/our bank manager should any additional information be required, for example a bank code.

Signature: _____ Date of this application: _____

COMPLETE THE APPLICABLE SECTION

9. INDIVIDUAL

Full names and surname: _____

Identity number: _____

Marital status:

Single: Community of Property:

Antenuptial Contract with Accrual: Antenuptial Contract without Accrual:

Have you ever been declared insolvent? _____

If so, date of rehabilitation: _____

Have you signed surety for a person or instance? _____

Attach a copy of identity document upon submission hereof.

10. PUBLIC COMPANY

Name of company: _____

Registration number: _____

Listed Unlisted

Attach copies of the registration documents upon submission hereof.

11. GOVT/SEMI GOVT/CORPORATION

Name of establishment: _____

Name of project: _____

Responsible party for payment of the account: _____

Contact person: _____ Initial: _____

Contact number of contact person: _____

12. OTHER LEGAL ENTITY

Partnership:
(Attach Partnership Agreement upon submission hereof)

Close Corporation:
(Attach registration documents upon submission hereof)

Private Company:
(Attach registration documents upon submission hereof)

Trust:
(Attach Trust Deed and Letter of Authority upon submission hereof)

Co-operative:
(Attach registration documents upon submission hereof)

Number of Trustees: _____

Name of legal entity: _____ Registration number: _____

Names of subsidiaries: _____

13. NAMES AND ADDRESSES OF PARTNERS / DIRECTORS / MEMBERS / TRUSTEES

13.1 Full names: _____

Relationship with the Customer: _____

Address: _____

Tel. No.: _____ Identity number: _____

13.2 Full names: _____

Relationship with the Customer: _____

Address: _____

Tel. No.: _____ Identity number: _____

13.3 Full names: _____

Relationship with the Customer: _____

Address: _____

Tel. No.: _____ Identity number: _____

14. APPLICATION

To open account:

Renewal of credit facility:

15. Do you have an existing account with the Seller?

Yes No If Yes – Account Number: _____

16. CONTACT DETAILS AND OTHER PARTICULARS

Postal address: _____ Telephone number: _____

E-mail address: _____ Mobile number: _____

Physical address / Trading address / Registered address / Farm name (Not postal address): _____

Magisterial District: _____ VAT Reg. Number: _____

VAT Certificate attached: Yes No

Name of Bank: _____ Name of Bank Manager: _____

Branch: _____ Bank Account Number: _____

Previous supplier of similar product: _____

Previous similar product purchases: Fully paid? Yes No

Total annual usage (volume): _____

17. Credit facility required for similar product purchases – R _____

Maximum amount of a single order – R _____

18. The purpose of the credit applied for is _____

19. TRADE REFERENCES

	Institution	Town	Telephone nr.	Account nr.	Contact person

20. PARTICULARS OF IMMOVABLE PROPERTY (attach separate page if more space is required)

Property Description	Total valuation Currently (R)	Value of Bonds	Bondholder	Registered Owner	Size

21. PARTICULARS OF MOVEABLE ASSETS (attach separate page if more space required)

Complete description of asset	Purchase price of asset	Particulars of financier	Balance due in respect of financing	Current estimated value of asset

22. PARTICULARS OF ALL SHARES AND/OR MEMBERS' INTEREST (FOR EXAMPLE OLD MUTUAL ETC.) (attach separate page if more space required)

Entity	Description	Number	Present value	Total

23. **OTHER INCOME, FOR EXAMPLE RENTAL, INTEREST, PAYMENT FOR SERVICES ETC. (attach separate page if more space required)**

Source	Amount	Due date

24. **DIVIDENDS (attach separate page if more space required)**

Source	Amount	Due date

25. **TAX REBATES AND/OR REFUNDS (attach separate page if more space required)**

Description	Amount	Due date

26. **PARTICULARS OF ALL CREDIT AGREEMENTS CONCLUDED, INCLUDING LEASES (attach separate page if more space required)**

Credit Provider	Description of Agreement	Date	Total Amount	Payments	Balance

27. **PARTICULARS OF ALL OTHER CREDITORS (attach separate page if more space required)**

Creditor	Total Amount	Payments	Date of payments	Security held	Arrears	Balance

28. If the Customer is a company, close corporation, partnership or trust with three or more trustees (i.e. juristic person):

28.1 Annual turnover of the Customer: _____

28.2 Asset value of the Customer: _____

29. The Customer confirms that he/she/they has/have received this document in the official language of his/her/their choice, which he/she/they is/are able to read and understand.

30. In respect of all documents that are required to be delivered to the Customer, the Customer may choose the language of such document from the following two official languages.

30.1 Afrikaans: 30.2 English:

31. The Customer confirms that this entire document is in sufficiently plain language and that he/she/they understand(s) the contents, significance and impact of the document, due to the Seller having explained the same to the Customer, alternatively the Seller tenders to do so.

32. Every document that is required to be delivered to the Customer, may be delivered to any of the contact particulars of the Customer as stipulated in clause 16 above.

33. This application is considered and the eventual credit agreement is concluded on the basis and assumption of the veracity and correctness of the information furnished by the Customer. All information so furnished is material and it is recorded that should any such information be incorrect, there may be serious consequences in respect of the agreement and/or the Customer's rights under the National Credit Act 34 of 2005 ("the NCA").

The Customer warrants that he/she/they has/have fully and truthfully answered all requests for information in the application for credit and otherwise. The Customer confirms that any failure to so answer will materially affect the ability of the Seller to make a proper assessment of any potentially reckless credit.

34. The Customer confirms and warrants that he/she/they is/are not over-indebted and will be able to satisfy in a timely manner all the obligations under all credit agreements to which the Customer is a party, having regard to the following:

34.1 His/her/their financial means

34.2 Prospects

34.3 Obligations

34.4 History of debt repayment

35. The Customer confirms that he/she/they understand(s) and appreciate(s) the risks, costs and obligations under this credit agreement.

36. Should any interest be payable, it will be calculated at 2% per month, compounded monthly, from the day following the due date for payment until payment in full. The parties may however agree in writing to an alternative interest rate.

37. This application for credit will, upon approval and acceptance by the Seller, constitute a valid and binding credit agreement. Such acceptance will be signified by the Seller co-signing the application form but any failure to do so will not affect the validity of the credit agreement. The Seller will convey such acceptance in any manner set out herein.

38. Should the application for credit be granted, the following will apply:

38.1 The principal debt: Such amount of credit as applied for by the Customer and approved by the Seller.

38.2 Utilisation of the account: As credit facility for the purchase of product from the Seller, as and when so ordered by the Customer from time to time.

38.3 The interest rate: As set out in clause 36.

38.4 Total cost of the proposed agreement: Principal debt, interest and transport costs, as and when approved.

39. The parties choose as their *domicilia citandi et executandi* the following addresses:

39.1 The Seller:

39.1.1 Physical address: Hildesheim, Pietermaritzburg Road, Greytown, KwaZulu-Natal Province;
and

39.1.2 Email address: rene.vanderwesthuizen@corteva.com.

39.2 The Customer:

39.2.1 Physical address: _____; and

39.2.2 Email address(es): _____

40. The Customer will be liable for payment of the following costs of credit:

40.1 Principal debt: As indicated; and

40.2 Interest: As indicated.

41. The Seller's payment terms are strictly the payment date stipulated on an invoice alternatively and if no payment date is stipulated on an invoice, payment will be due within 30 (thirty) days from the date of statement on which an invoice is reflected the first time.

42. The Customer has _____ years of applicable experience and confirms that he/she/they is/are fully aware of the risks of this credit.

43. The Customer agrees to re-apply for credit facilities at any time as requested by the Seller.

44. In the event that the Seller makes available a facility to the Customer, the Seller will, in its unfettered discretion, be entitled to withdraw such facility with immediate effect.

45. In the event that the provisions of the **Consumer Protection Act, Act 68 of 2008**, as amended (“the CPA”) and the Regulations promulgated thereunder are applicable to the product forming the subject matter of this credit agreement, the provisions of the CPA and Regulations will, in all instances of conflict with the terms and provisions of the Standard Conditions of Sale, take precedence.
46. Should this agreement not be subject to the NCA, in *toto* or partially, the mere reference to the NCA above will not render any section of the NCA applicable that would otherwise not apply.
47. The Customer consents (in terms of Section 45 of the Magistrates’ Court Act, Act 32 of 1944, or any amendment thereof or any substituting legislation) to the jurisdiction of the District Court or Regional Court that has jurisdiction in terms of Section 28(1) of the said Act, notwithstanding the claim amount exceeding the respective Courts’ monetary jurisdiction. Notwithstanding the foregoing, the Seller will have the right, at their discretion, to institute any legal proceedings in any competent High Court with jurisdiction.
48. No variation of the credit agreement (once concluded) and this clause 48 will be valid and enforceable, unless reduced to writing and signed by or on behalf of the parties, duly authorised.
49. No indulgence and/or failure to enforce the credit agreement (once concluded) by the Seller will be regarded as a waiver of any of the Seller’s rights and/or preclude strict enforcement.

Signed at _____ on this ____ day of _____ 20____

_____ (Signature of the Customer or a duly authorised representative)	Name:	_____ (PLEASE PRINT) THE CUSTOMER
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	Position:	
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WITNESS:

Full names: _____		
Confirms that the Customer signed in my presence.		(Signature)

WITNESS:

Full names: _____		
Confirms that the Customer signed in my presence.		

Signed at _____ on this ____ day of _____ 20____

_____ (Signature of the Seller’s duly authorised representative)	Name:	_____ (PLEASE PRINT)
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	Position:	
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DEED OF SURETYSHIP

I/We the undersigned, (Full Names) _____ (herein after referred to as "the Surety/ies") hereby bind myself/ourselves to and in favour of Pannar Seed (Pty) Ltd (Registration Number: 1986/002148/07) (herein after referred to as "the Creditor") for and on behalf of _____ (Registration Number: _____) (company) (herein after referred to as "the Principal Debtor") as surety and co-principal debtor/s jointly and severally with each other, for the due and proper performance by the Principal Debtor of all their obligations due to the Creditor arising from any cause whatsoever, hereby renouncing each and every benefit which might otherwise be available to us against the Creditor and in particular, the benefits of excussion and division and the benefits *de duobus vel pluribus reis debendi, non causa debiti, non numeratae pecuniae, erroris calculi* and revision of account, with the nature, force and effect of which I/we acknowledge ourselves to be fully acquainted with.

Should the National Credit Act 34 of 2005 apply to the credit agreement, the waiver in respect of the *exceptio erroris calculi, exceptio non numeratae pecuniae* and *exceptio non causa debiti* will not apply.

I/We choose my/our *domicilium citandi et executandi* at _____.

I/We hereby consent (in terms of Section 45 of the Magistrates' Court Act, Act 32 of 1944, or any amendment thereof or any substituting legislation) to the jurisdiction of the District Court or Regional Court that has jurisdiction in terms of Section 28(1) of the said Act, notwithstanding the claim amount exceeding the respective Courts' monetary jurisdiction. Notwithstanding the foregoing, the Creditor will have the right, at their discretion, to institute any legal proceedings in any competent High Court with jurisdiction.

Should this deed provide for more than one surety but not all such sureties sign this deed, the sureties signing this deed will remain liable.

SIGNED at _____ on this _____ day of _____ 20____.

Surety: _____ Physical Address: _____

(Identity Number: _____)

Surety: _____ Physical Address: _____

(Identity Number: _____)

Surety: _____ Physical Address: _____

(Identity Number: _____)

I, as witness, (full names) _____ confirm that the abovementioned sureties have signed in my presence.

Witness: _____ Physical Address: _____

EXPLANATION OF EXCEPTIONS AND BENEFITS WHICH SURETIES WAIVE BY SIGNING THE DEED OF SURETYSHIP:

- **BENEFICIUM EXCUSSIONIS:**
The benefit in terms of which the Surety may demand that the Creditor first accost the Principal Debtor for execution of payment before the Surety will be held responsible.
- **EXCEPTIO NON NUMERATAE PECUNIAE:** (No value received)
The exception a surety can call upon in that he received no money, product or any other benefit.
- **EXCEPTIO NON CAUSA DEBITI**
The plea the Surety can raise that the debt pertaining to their obligation is non-existent.
- **BENEFICIUM DIVISIONIS**
The benefit decreed for co-sureties who bind themselves for the same debt, in terms of which the co-surety can demand that they be held responsible only for their pro rata share when other co-sureties are taken into account and that they not be liable for the full debt.
- **ERRORIS CALCULI**
The plea the Surety can raise that the debt amount has been calculated in error.
- **BENEFICIUM DE DOUBUS VEL PLURIBUS RIES DEBENDI**
Where a number of co-sureties bind themselves as surety with one another but not jointly and severally, a co-surety can raise this plea and argue that they be held responsible only for their part of the total debt.

PANNAR SEED (PTY) LIMITED
Registration Number: 1986/002148/07

STANDARD CONDITIONS OF SALE

1. These standard conditions of sale will apply to all orders for and/or sales of product and the rendering of services by the Seller to the Customer, including all orders and or amendments thereof; as well as all deliveries and payments.
2. CLAUSE HEADINGS:
The clause headings in these standard conditions of sale are inserted for reference purposes only and will not be used in the interpretation thereof.
3. The Seller sells the product and renders services to customers that are either:
 - 3.1 subject to the Consumer Protection Act 68 of 2008 ("the CPA"); or
 - 3.2 fall outside the ambit of the CPA.
4. The CPA contains arrangements that only apply to such customers subject to the CPA, which arrangements are inapplicable to customers falling outside the ambit of the CPA.
5. For purposes of convenience, these standard conditions of sale contain the following three sets of clauses:
 - 5.1 Clauses applicable to all customers, regardless of whether they are subject to the CPA or not, to wit clauses 1 to 23, 39 to 44;
 - 5.2 Clauses only applicable to customers falling outside the ambit of the CPA, to wit clauses 24 to 30; and
 - 5.3 Clauses only applicable to customers subject to the CPA, to wit clauses 31 to 38.
6. These three sets of clauses are clearly distinguished and the Customer acknowledges that he/she/they is/are aware of this distinction.
7. The CPA is not applicable to a juristic person with an asset value or an annual turnover exceeding R2 million. In terms of the CPA, a juristic person includes a body corporate (for example a company or close corporation), partnership and a trust.
8. The Customer records that he/she/they is/are:
 - 8.1 able to determine whether he/she/they is/are subject to the CPA or not and therefore able to identify which clauses are applicable to such customer; or
 - 8.2 alternatively is/are aware that he/she/they may approach the Seller for advice and confirmation of the applicability of the CPA.
9. CUSTOMERS SUBJECT TO THE CPA ACKNOWLEDGE THAT THE CLAUSES APPLICABLE TO THEM MIGHT:
 - 9.1 LIMIT THE RISK OR LIABILITY OF THE SELLER;
 - 9.2 STIPULATE THE ASSUMPTION OF RISK BY THE CUSTOMER;
 - 9.3 CAUSE THE CUSTOMER TO INDEMNIFY THE SELLER; and/or
 - 9.4 CONTAIN ACKNOWLEDGEMENTS OF FACTS BY THE CUSTOMER.
10. THE CUSTOMER SUBJECT TO THE CPA ACKNOWLEDGES THAT HE/SHE/THEY IS/ARE AWARE OF THE CLAUSES REFERED TO IN CLAUSE 9, AGREE(S) TO BE BOUND BY SUCH CLAUSES AND CONFIRM(S) THAT HE/SHE/THEY UNDERSTAND(S) THE CONTENTS AND IMPACT OF SUCH CLAUSES; ALTERNATIVELY HE/SHE/THEY IS/ARE AWARE OF THE FACT THAT THE SELLER TENDERS TO EXPLAIN SUCH CLAUSES TO THE CUSTOMER, SHOULD ANY SUCH CLAUSE BE UNCLEAR.
11. THE CUSTOMER SUBJECT TO THE CPA SIGNIFIES HIS/HER/THEIR KNOWLEDGE OF AND CONSENT TO SUCH CLAUSES.

TERMS AND CONDITIONS APPLICABLE TO ALL CUSTOMERS

12. THE PARTIES:
 - 12.1 The Seller of the product with particulars as reflected on the application for credit is Pannar Seed (Pty) Ltd (Registration Number: 1986/002148/07).
 - 12.2 The purchaser of the product i.e the Customer, is reflected on the application for credit.
 - 12.3 The signatory(ies) to the application for credit and these standard conditions of sale warrant(s) that he/she/they is/are duly authorised to represent their principals and conclude this agreement.
 - 12.4 The Customer confirms the legal entity and particulars recorded in the application for credit. Should any of these particulars change, the Customer will be obliged to, in writing, inform the Seller accordingly.

13. THE PRODUCT:

- 13.1 The product sold from time to time is described in the order placed by the Customer with the Seller and/or the delivery note and/or invoice.
- 13.2 The Seller will be entitled but not obliged to sell and deliver product ordered verbally by the Customer, in which event such delivery will be binding on the Customer, unless the Customer within 5 (five) business days objects to such delivery.
- 13.3 Acceptance of the Customer's order by the Seller will take place when the Seller accepts such order in writing and/or by execution of the order. The place of acceptance, which will be deemed to be the place of contracting, will be the place where the Seller accepts the Customer's order.
- 13.4 In the event that an order is placed by the Customer, such order will constitute an irrevocable offer to purchase the product in question and acceptance of such order/offer will constitute a sale on the standard conditions of sale stipulated herein, to the exclusion of any conditions to the contrary attached to or forming part of the Customer's order.
- 13.5 No order which has been accepted by the Seller may be cancelled by the Customer, except with the prior written consent of the Seller.
- 13.6 The Customer will be responsible for ensuring the accuracy of any order submitted by the Customer.

14. THE PRICES:

- 14.1 The price payable for product ordered by the Customer will be the Seller's list price ruling at the date of delivery of the product in question, unless the parties reach an agreement in writing, duly signed by both parties, with regard to any rebate on such list price and/or a different price.
- 14.2 The said prices exclude additional costs, such as transportation. Such additional costs will be agreed to and/or stipulated separately from the purchase price.
- 14.3 The Customer will, in addition to the purchase price of the product, be liable for payment of the transportation costs incurred in respect of the transportation of the product at the place of delivery, unless the contrary is agreed to in writing.

15. PAYMENT OF THE PURCHASE PRICE:

- 15.1 Each delivery is to be considered as a separate contract and upon delivery to the Customer, an invoice will be issued for the purchase price and the transportation charges, if applicable.
- 15.2 The Seller's payment terms are strictly the payment date stipulated on an invoice alternatively and if no payment date is stipulated on an invoice, payment will be due within 30 (thirty) days from the date of statement on which an invoice is reflected the first time.
- 15.3 The parties record that rebates may be granted to the Customer as a *quid pro quo* for timeous payment. Should the Customer however fail to make timeous payment, all such rebates previously granted will lapse and the full amount will therefore immediately be due and payable by the Customer. The Seller will accordingly invoice the Customer for the rebates previously granted on a transaction.
- 15.4 In the event that the parties reach an agreement in writing in respect of payment on terms other than indicated in clause 15.2 above and the Customer is in default to make any payment in accordance with such agreement, the full balance due on the date of such default will immediately become due and payable.
- 15.5 The Customer will be liable for default interest at 2% per month, compounded monthly, on any outstanding amount, calculated from the day following the due date for payment until payment in full, unless otherwise agreed in writing.
- 15.6 Should any invoice not be paid on the due date or should the Seller at any time be dissatisfied with the financial position of the Customer, the Seller may refuse deliveries and may at its option enforce immediate payment for all deliveries already made. The Seller will be entitled to request the Customer to satisfy the Seller that the Customer will meet his/her/their obligations in respect of the past and future purchase prices. The contents of this clause 15.6 will not prejudice any of the Seller's other rights that they may have in law.
- 15.7 All payments will firstly be allocated to interest, then any legal costs and thereafter the capital due in respect of the sale of the product.
- 15.8 The purchase price will be paid by the Customer to the Seller without any deduction whatsoever, free of exchange and/or set-off on or before the due date.
- 15.9 If there is any dispute with regard to the exact price payable by the Customer to the Seller, the purchase price for the product will be the Seller's standard list price for the product or similar product in effect on the date of delivery of the order, which is available for inspection by the Customer. Should the prices not yet be fixed on the date of signing the order, the Seller will furnish such prices to the Customer as soon as they are fixed. The Customer will be afforded 7 (seven) days thereafter to accept or reject the fixed prices.
- 15.10 The Seller will be entitled to appropriate any payment received from the Customer to any indebtedness of the Customer to the Seller, in respect of any sale of product.

16. DELIVERY:

- 16.1 Delivery will be effected at the Seller's premises, unless otherwise agreed in writing and subject to this clause 16.
- 16.2 Unless otherwise agreed, delivery will be effected when the product is placed on the wagon, carriage or vehicle of the carrier in the event that such carrier is contracted by the Customer. Such carrier will be the Customer's

agent and delivery to the carrier will be deemed to be good and sufficient delivery to the Customer.

- 16.3 In the event that the parties agree that such carrier is contracted by the Seller, delivery will be effected when the product is off-loaded at the premises indicated on the order in question.
- 16.4 Any remuneration payable in respect of the transportation of the product is to be paid prior to delivery, except in the event that the parties agree otherwise in writing or the product is being purchased on an approved debtor's account, then the payment will be due when the purchase price of the product is due.
- 16.5 The Customer agrees to ensure that the Customer or an authorised individual will be present to accept delivery and sign on the delivery note and warrants the authority of such individual to accept and sign the same.
- 16.6 The signing of a delivery note by the Customer will constitute acceptance of the contents of the delivery note, subject to the further terms of this agreement. However, regardless of whether the Customer signs the delivery note, the Customer will record and furnish any dispute as to the contents thereof and/or of the delivery in writing to the Seller within 5 (five) business days of delivery, failing which it will constitute *prima facie* acceptance of the contents of the delivery note and/or delivery. The Customer records that the limitation of a 5 (five) days' period is reasonably necessary to enable the Seller to timeously investigate, verify and determine any such dispute.
- 16.7 For the same reasons, the Seller will not be liable for any damage to the product caused during delivery, unless the Seller is likewise informed in writing within 5 (five) business days after delivery.

17. QUALITY:

The Seller will ensure that the product complies with the description thereof, as may legally be required.

18. OWNERSHIP AND RISK:

- 18.1 Ownership of the product will only pass to the Customer against payment of the full purchase price. Should the Customer default in making timeous payment, the Seller will be entitled but not obliged to accept the return of the product, following due process.
- 18.2 Risk of loss or damage to the product will pass to the Customer upon delivery. The Customer will take all reasonable precautions to ensure the safekeeping, safe storage and safe handling of the product.

19. BREACH:

- 19.1 The Seller is entitled to cancel this agreement with immediate effect if any judgment is granted against the Customer or if the Customer commits any statutory act of insolvency.
- 19.2 If the Customer is in breach of any of the terms and conditions stipulated herein and/or otherwise agreed between the parties, then the Seller will be entitled to claim immediate payment and/or performance by the Customer of all the Customer's obligations, whether or not the due date for payment and/or performance will have arisen, in either event, without prejudice to the Seller's right to terminate the agreement and/or claim damages. The foregoing is without prejudice to such other rights as the Seller may have at law and subject to Sections 129 and 130 of the NCA, should the NCA be applicable.
- 19.3 The Customer consents (in terms of Section 45 of the Magistrates' Court Act, Act 32 of 1944, or any amendment thereof or any substituting legislation) to the jurisdiction of the District Court or Regional Court that has jurisdiction in terms of Section 28(1) of the said Act, notwithstanding the claim amount exceeding the respective Courts' monetary jurisdiction. Notwithstanding the foregoing, the Seller will have the right, at their discretion, to institute any legal proceedings in any competent High Court with jurisdiction.

20. NOTICES AND DOMICILIA:

- 20.1 The parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this agreement, at which addresses all the processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.
- 20.2 For purposes of this agreement the Seller's addresses will be:
- 20.3 Physical address: Hildesheim, Pietermaritzburg Road, Greytown, Kwazulu-Natal Province; and
- 20.4 Email address: rene.vanderwesthuizen@corteva.com.
- 20.5 For purposes of this agreement the Customer's addresses (physical and email) will be as indicated in clause 16 of the application for credit (if applicable) or the delivery address stipulated on a particular order.

21. FORCE MAJEURE:

- 21.1 The Seller will not be liable for any loss, damage or injury occasioned by the Customer by default in the performance of any obligation under these standard conditions of sale if the default is caused by any occurrence whatsoever which is not within the control of the Seller, including but not limited to industrial action, accidents, order of any government authority and pandemic. The Seller will give the Customer written notice of the occurrence at the earliest opportunity.
- 21.2 In the event that the Seller is prohibited or delayed to deliver the product to the Customer at the agreed time by any event contemplated in clause 21.1 above, the Seller may, as soon as possible after advising the Customer thereof in writing, cease, postpone or decrease deliveries to the extent the Seller deems fit.

22. CESSION OF CLAIMS AS SECURITY:

The Customer hereby cedes all the book-debts and/or other claims currently due to him/her/them and which may become due to him/her/them in the future, to the Seller as security for the due and proper performance of the Customer's obligations to the Seller arising from whatsoever cause with regard to any amount already due and payable or which may become due and payable in the future. This cession is not limited to but includes any amount due to the Customer arising from the sale of any agricultural products.

23. GENERAL CLAUSES:

- 23.1 It is recorded that orders will be accepted and the product be supplied subject to the terms and conditions indicated herein.
- 23.2 This agreement records the entire agreement between the parties. No variation, amendment, addition or consensual cancellation of this agreement or any provision or term hereof, including this clause 23.2, or any other document issued or executed pursuant to or in terms of this agreement, will be binding or have any force or effect, unless reduced to writing and signed by or on behalf of the parties, duly authorised.
- 23.3 No relaxation or indulgence, including the acceptance of late payments by the Seller, will be deemed to be a waiver by the Seller of any or their rights to enforce strict compliance by the Customer of any of his/her/their obligations in terms hereof, nor is such relaxation or indulgence to be deemed a novation of any of the terms and conditions of this agreement.
- 23.4 No representative, agent or salesman of the Seller has any authority to vary these conditions or to make any representation on the Seller's behalf and no purported variation of these conditions will be of any force and effect unless it is reduced to writing and duly signed by an authorised representative of the Seller.
- 23.5 Should any clause or term of this agreement be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this agreement will be deemed to be severable therefrom and will continue to be of force and effect.
- 23.6 The Customer may not cede or assign any of his/her/their rights or obligations hereunder without the prior written consent of the Seller.
- 23.7 Any reference to the NCA and/or the CPA will not by such reference and/or consensus and/or incorporation render such legislation applicable to this agreement and/or the Customer, should the legislation not otherwise find application by operation of law.

CLAUSES APPLICABLE SHOULD THE CUSTOMER NOT BE SUBJECT TO THE CPA

24. WARRANTY AND RETURNS:

- 24.1 Unless otherwise stated in any written guarantee given by the Seller, the sale of the product will be free from all conditions and warranties, whether statutory, under the common law or otherwise as to quality and fitness for any purpose.
- 24.2 Any recommendations or advice given by or on behalf of the Seller are given in good faith but without liability on the part of the Seller and the utilisation of the product will be entirely the responsibility of the Customer, without reliance on any statement of the Seller.
- 24.3 The Seller will not be liable for any special and/or consequential damages suffered by the Customer. The Seller's liability will in any event and in all circumstances where the Seller might be liable, be limited to replacement of defective product or repayment of the purchase price, at the election of the Seller.
- 24.4 It is recorded that, once the product has been sold and delivered as ordered, such product is non-returnable except in the event that the parties agree otherwise in writing, duly signed by both parties, duly authorised, in respect of such return.

25. LODGING OF CLAIMS:

- 25.1 The Customer will be entitled to inspect the product immediately upon receipt thereof and will inform the Seller in writing of any shortages, erroneous product or defects in the product within 5 (five) days from the date of delivery.
- 25.2 In the event that the Customer fails to give the notice contemplated in clause 25.1 above, the quantity and quality of the delivered product will be *prima facie* regarded to have been delivered free from defects in accordance with these standard conditions of sale.
- 25.3 In the event that the Customer gives notice to the Seller in accordance with clause 25.1 above and the Seller is satisfied that the product is defective, then the Seller will replace a portion of the product with product of the same quantity.

26. DELIVERY:

- 26.1 The Seller does not guarantee delivery on any specified date but will endeavour to effect delivery as near as possible to the date stated on the order and/or acceptance thereof. The Customer will not be entitled to repudiate or withdraw from the sale on the grounds of late or non-delivery, nor to place the Seller in *mora* with regard to delivery, nor will the Seller be liable for any damages suffered by the Customer in the event of late or non-delivery by the Seller.

26.2 The product reflected on the delivery note will be regarded to be an agreed amendment to the order in question, to the extent that it differs from such order, unless the Customer refuses receipt thereof in writing within 5 (five) days from receipt thereof.

27. LIABILITY AND WAIVER:

27.1 The Customer waives any claim for losses, damages or liability that he/she/they may have against the Seller arising from, but not limited to, allegations that the product is not fit for the Customer's purpose.

27.2 Subject to the contents of clause 27.1 above, the Seller will not be liable for any contractual, delictual and/or consequential damages, including but not limited to loss of profit and/or loss of production arising from any alleged deficiency and/or disability of the product and/or any late or non-delivery thereof. The Seller's liability will under all circumstances and notwithstanding how it arises, be limited, in the Seller's sole discretion, to the replacement of the particular product at no charge to the Customer or repayment of the purchase price paid by the Customer, to the Customer.

27.3 The Customer further indemnifies the Seller against:

27.3.1 Any negligent and/or wilful act or omission by the Customer or his/her/their employees or contractors with regard to the product or the use thereof;

27.3.2 Any losses, damages (including consequential damages) or liability caused by or arising from, without limitation, the use, transport or storage of the product after delivery thereof to the Customer;

27.3.3 Any losses, damages (including consequential damages), death of or injury to third parties arising from the Customer's omission to furnish such third parties with information regarding, without limitation, inherent dangers, correct use, storage and disposal of the product and/or the Customer's omission to take all reasonable and necessary steps to prevent such events during the use, storage and disposal of the product by the Customer; and

27.3.4 Any losses, damages (including consequential damages) caused by or arising from any breach of any warranty.

28. WARRANTY BY THE CUSTOMER IN RESPECT OF THE PRODUCT:

The Customer warrants that he/she/they is/are acquainted with the use, characteristics and inherent dangers related to the product and furthermore warrants that he/she/they has/have complied with all statutory requirements and is in possession of the necessary permits, authorisations and official documents required for the handling, purchase, storage, transport, use and/or disposal of the product (if any).

29. FAILURE TO DISPUTE ACCOUNTS:

Should the Customer fail to dispute any entry on the Seller's monthly account within 90 (ninety) days of the date of such account, the entries will be accepted as correct and constitute conclusive proof of any such entry.

30. LEGAL COSTS:

Should the Seller institute legal action against the Customer pursuant to any sale agreement, the Customer will be liable for payment of the legal costs of the Seller on an attorney and own client scale.

CLAUSES APPLICABLE SHOULD THE CPA APPLY TO THE CUSTOMER

31. DELIVERY:

31.1 The Seller will not be liable for any damages suffered by the Customer resulting from late or non-delivery of the product, save to the extent that the Seller may be liable for such losses in terms of the provisions of Section 47 of the CPA in the event of any shortages of the product.

31.2 Should any product be delivered erroneously, the Customer will within 10 (ten) business days after delivery, inform the Seller accordingly, in which event the Customer may retrieve such erroneous delivery within 20 (twenty) business days.

32. QUALITY:

In the event of any allegation that the product is unsafe or defective, the Seller will not be liable for any damages caused where such characteristic, failure, defect or danger did not exist at the time of delivery of the product by the Seller to the Customer.

33. INDEMNITY:

The parties agree that, given the purpose for which the product is purchased, consequential damages in the event of breach of contract may be astronomical. Should the Seller accept liability for such consequential damages, it will have a substantial impact on the cost of the product for the Customer. The Customer consequently elects to limit the Seller's liability for all forms or breach of contract to the replacement of the product, free of charge, or repayment of the purchase price paid by the Customer, to the Customer (at the election of the Customer).

34. LIMITATION OF THE SELLER'S LIABILITY:

- 34.1 The Seller will ensure that the delivered product corresponds with the minimum prescribed statutory requirements, if any.
- 34.2 The Customer undertakes to familiarise himself/herself/themselves with all relevant characteristics of the product, as described in the Seller's catalogue, available from the Seller's agent and/or website, within 5 (five) days of the delivery date and which description will be deemed sufficient disclosure of all patent and latent characteristics of the product and the Seller in addition tenders to address any further enquiries in this regard.
- 34.3 The product will comply with all statutory quality requirements specifically applicable to the product.
- 34.4 The Seller will therefore not be liable for any non-compliance in respect of the aspects set out in clause 34.2.

35. SHORTAGES:

- 35.1 If any shortages of product occur for any reason whatsoever:
- 35.1.1 The Seller will take reasonable steps to inform the Customer thereof as soon as it is practicable to do so;
- 35.1.2 The Seller will offer other product to the Customer at the list price of such other product; and
- 35.1.3 The Customer will not under any circumstances have any claim against the Seller of whatever nature resulting from such shortages of product, should such shortages be beyond the control of the Seller.
- 35.2 In addition, the future supply and availability of product ordered by the Customer remains dynamic, unpredictable and beyond the control of the Seller. The Seller will therefore not be liable for any early, late, short or insufficient deliveries and/or inability to deliver.
- 35.3 The Customer will familiarise himself/herself/themselves and comply with all statutory prescriptions in the handling of the product.

36. COOLING-OFF PERIOD:

Should any transaction be the result of direct marketing by the Seller's agent and should such transaction be subject to the CPA, the Customer will have the right to terminate the transaction in writing, within 5 (five) business days after conclusion of the transaction or 5 (five) business days after delivery of the product. The Customer will at his/her/their own costs and risk, return any product already delivered. The Seller will refund any payment made by the Customer within 15 (fifteen) business days after such return or, when no product had been delivered, 15 (fifteen) business days after receiving notice of the rescission.

37. LEGAL COSTS:

Should any party incur legal costs to enforce the agreement, the unsuccessful party will pay the legal costs of the successful party on an attorney-and-client scale.

38. PLAIN LANGUAGE:

The Customer confirms that this agreement is in plain language and is understandable, alternatively confirms that he/she/they (the Customer) is/are aware of the right and opportunity to have any clause explained by the Seller.

APPLICATION OF TERMS AND CONDITIONS

39. APPLICATION TO ALL TRANSACTIONS:

- 39.1 The Customer hereby confirms that he/she/they is/are aware of the above terms and conditions, that he/she/they is/are authorised to enter into this agreement and that he/she/they has/have had sufficient opportunity to study and consider the terms and conditions prior to entering into the agreement. These terms and conditions will be applicable on all orders and sales on the Customer's account or otherwise.
- 39.2 The parties agree that for an indefinite period any subsequent transactions concluded between them will be governed by these standard conditions of sale, which will be incorporated into each such transaction by reference thereto.

40. BINDING AGREEMENT:

The Seller offers to contract with the Customer on the terms and conditions contained herein. By signing this agreement, the Customer accepts these terms and conditions as binding on him/her/them and a valid agreement is concluded as such. The Seller will nonetheless counter-sign the agreement but the failure to do so will not invalidate the conclusion of the agreement.

41. INCORPORATION BY REFERENCE:

It is expressly confirmed that the terms and conditions stipulated herein are incorporated into any sales made by the Seller to the Customer.

42. LIMITATION OF RISKS

The Customer acknowledges that the sale agreement limits the liabilities of the Seller, transfers risks and liabilities to the Customer and contains indemnities and factual admissions by the Customer, which are accepted as such.

43. ARBITRATION:

- 43.1 The Seller will at their sole discretion be entitled but not obliged to refer any dispute arising from the sale agreement for final adjudication by way of arbitration in accordance with this clause 43.
- 43.2 Such arbitration must be held:
- 43.2.1 at Johannesburg or such other place nominated by the Seller;
 - 43.2.2 in the manner to be prescribed by the Arbitrator in accordance with clause 43.5 below;
 - 43.2.3 promptly, with the view to finalise the same within 45 (forty five) business days from the date on which the dispute is referred for arbitration or such longer period as determined by the Arbitrator; and
 - 43.2.4 subject to the provisions of the Arbitration Act 42 of 1965, as amended, save for where this clause 43 states otherwise.
- 43.3 The Seller will nominate 3 (three) Arbitrators by written notice to the Customer, which notice may be forwarded to the Customer by email to the nominated email address in clause 16 of the application for credit. The persons nominated as such will be practising advocates with at least 10 (ten) years experience and/or retired Judges.
- 43.4 The Customer will, within 5 (five) business days from the date of transmission of such written notice, select 1 (one) Arbitrator from the 3 nominees, to be duly appointed as Arbitrator in the matter, failing which the Seller will be entitled to appoint 1 (one) of the 3 (three) nominated Arbitrators as Arbitrator.
- 43.5 The parties will within 5 (five) business days from the date of appointment of the Arbitrator in accordance with clause 43.4 or as soon as possible thereafter on a date suitable for the Arbitrator, schedule a pre-arbitration meeting with the Arbitrator to agree on:
- 43.5.1 on a timetable for the exchange of pleadings and discovery;
 - 43.5.2 when the hearing will take place;
 - 43.5.3 the manner in which and the timeframe for the joint trial bundle to be availed to the Arbitrator; and
 - 43.5.4 the manner in which testimony must be recorded.
- 43.6 The parties will pay the costs related to the premises where the arbitration will be held as well as the recording and transcription of the arbitration proceedings in equal parts, subject to clause 43.8 below.
- 43.7 The parties further irrevocably agree that the decision of the Arbitrator in such arbitration proceedings will be final and binding on them and that there will be no right of appeal in respect of such decision and that either party will be entitled to have such decision / award made an order of any competent court.
- 43.8 The Arbitrator will be entitled to make an order as to costs as he/she may deem fit.

44. DISCLOSURE OF PERSONAL INFORMATION:

- 44.1 The Customer understands that the personal information provided in the application for credit will be utilised by the Seller for purposes of conducting a credit assessment of the Customer.
- 44.2 The Customer hereby consents and grants authorisation to the Seller to conduct credit checks, searches and the like with any credit agency or party which the Seller may at its discretion consider expedient or necessary, *inter alia*, for purposes of ascertaining the creditworthiness of the Customer or trace the Customer or any of his/her/their assets.
- 44.3 The Customer confirms that the information given by him/her/them in the application for credit is accurate and complete. The Customer furthermore agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which the Seller will not be liable for any damages suffered by the Customer as a result of any inaccuracies conveyed by the Customer to the Seller and the Seller reserves their rights to terminate the agreement with immediate effect and without further notice.
- 44.4 The Seller will be entitled, to which the Customer hereby consents, to at all times contact and request information from any persons, credit bureaus or businesses, including those mentioned in the application for credit and to obtain any information relevant to the Customer's credit assessment, including but not limited to, information regarding the value of purchases from suppliers per month, the duration of such business relationship, the nature of goods purchased or services rendered and payment terms.
- 44.5 The Customer agrees and understands that information furnished in confidence to the Seller by a third party in respect of the Customer will not be disclosed to the Customer.
- 44.6 The Customer hereby consents to and authorises the Seller to at all times furnish credit information concerning the Customer's credit dealings with the Seller to a credit bureau and to any third party requesting a trade reference regarding the Customer's dealings with the Seller.
- 44.7 The Customer undertakes not to advertise in the public media, radio or television, nor permit anyone to whom the Customer supplies product to, to advertise any branded name or product of the Seller without the prior written consent of the Seller.
- 44.8 The Customer further agrees that the breach of this clause will entitle the Seller to terminate the agreement with immediate effect.
- 44.9 The Seller will be entitled to record any adverse credit information in respect of the Customer with any agency or person. The Customer consents thereto that an existing account with the Seller may be recorded by credit agencies and details of the conduct of the account may be given to and duly recorded by and shared with other persons for various purposes.
- 44.10 The Customer acknowledges that the Seller will be obliged to disclose and divulge such information and documentation as required by law regarding the Customer, its operations and the nature of its transactions with the Seller. Such disclosures will *inter alia* include the provisions of the Financial Intelligence Centre Act No 38 of 2001, Competition Act No 89 of 1998, Promotion of Access to Information Act No 4 of 2003 and other statutes

