Label Image c.c.
SELF ADHESIVE LABELS

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Reg No. 1997/058157/23

LABEL IMAGE cc TRADING TERMS AND CONDITIONS (f1)

1. It is agreed that:
1.1 This agreement represents the agreement between the Customer and Label Image cc (**the Supplier**) and that no alterations to this agreement may be effected unless agreed to by both parties, confirmed in writing, and signed by an authorised representative of both the **Customer** and the **Supplier**
1.2 Any conflicting conditions stipulated by the **Customer** are expressly excluded unless agreed to in writing.
1.3. The **Customer** authorizes the **Supplier** *in rem suam* (in my/our name and stated as agent) at all times and in particular if the **Customer** fails to meet its obligations under these Terms and Conditions, to contact and request information from any person/persons including but not limited to trade references and searches and enquiries at, or reports from, any registered Credit Bureau.
2. **TERMS:** The **Supplier** offers the following 2 Terms of Payment options (Full Details in ITEM 13 below)
2.1 COD: The **Customer** will pay a 30% deposit upon placement of order. The balance is due on or before collection.
2.2 30 Day Account: This is available only to Customers who have a signed, approved 30-Day Credit Agreement.
3. **PENALTIES:** Interest at 2% per month will be levied on overdue accounts. (Full Details in ITEM 13 below)
4. **QUOTATIONS:**
4.1 The **Customer** acknowledges and agrees that all quotations will be valid for thirty (30) days from the date reflected on the quotation, unless otherwise specified in writing.
4.2 All quotations are subject to availability of stock and are subject to correction of good faith errors by Label Image cc, and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of material stock, before acceptance of the order.
5. Any delivery note or waybill or invoice (copy or original) signed by the **Customer** or by a third party engaged to transport the goods and held by Label Image cc will be sufficient proof that delivery was made to the **Customer**.
6. **POSTPONEMENT OR CANCELLATION OF ORDER:**
6.1 The **Customer** acknowledges and agrees that it shall be liable to the Supplier for all products already manufactured and/or supplied by the **Supplier** up to the date of receipt of written notification from the **Customer** that the order placed by the **Customer** is to be postponed or cancelled.
6.2 If the **Customer** requires for any reason, a reprint of any order of which it has previously approved, which reprint includes any change or alteration of any kind to the order, then such reprint shall be for the account of the **Customer** notwithstanding any claims that it may make about the original order.
7. **PRODUCTION SCHEDULES, OVERRUN & UNDERRUN POLICY:**
7.1 The parties agree that production of orders placed shall be completed by the **Supplier** within the time period as stipulated in the **Supplier's** contract of sale unless delayed by the **Customer's** fault.
7.2 **Overs and Unders policy**: Due to manufacturing variables, the **Supplier** will be entitled to supply to the **Customer** up to 10% more, or less, than the amount ordered. Unless otherwise agreed to in writing, the **Customer** will accept and be liable for the number of copies produced by the Supplier, provided it falls within that percentage, be it over or under.
8. **EXPEDITED DELIVERIES:** If the **Customer** requires the **Supplier** to complete the order before the suggested completion date, the **Customer** acknowledges that:
8.1 The **Supplier** shall not be liable for any defects relating to the products supplied, in particular the product's adhesive performance.
8.2 The **Customer** shall be liable to pay the **Supplier's** prevailing tariff in respect of urgent services and reasonable delivery charges.
9. **PRELIMINARY WORK:** The **Customer** shall be liable for payment of any preliminary work produced by the **Supplier** at the **Customer's** request, whether experimental or otherwise, whether specifically quoted or not.
10. **PROOFS:** The **Customer** acknowledges that:
10.1. It may receive proofs, specimens, samples, sketches or representations for its review and approval before printing. The **Customer** is to issue written instruction to either proceed with the order or to revise the proof before proceeding.
10.2 **The Supplier will not be responsible for undetected production errors if:**
10.2.2 The work is printed per the Customer's approval;
10.2.3 Requests for changes are communicated orally.
10.3 Differences in equipment, monitors, materials, software and working conditions may produce variations between proofs and actual production results.
10.3.1 Reasonable variation will be agreed as being acceptable performance by the **Supplier**.
10.4 Changes required by the **Customer**, other than corrections of printer's errors, will be charged for at the Supplier's prevailing tariff.
11. **COLLECTION OF PRODUCTS**
11.1 The completed product will be dispatched or must be collected by the **Customer** when ready and the **Customer** shall not refuse or delay to take delivery.

11.2 The **Supplier** may dispose of any preliminary work, products, or materials relating to the products supplied by the **Supplier** to the **Customer** within seven (7) days after the order has been completed, unless other written arrangements are made.
12. **COMPLAINTS & CLAIMS:** Complaints & claims will only be entertained if received by the **Supplier** in writing within 30 days of delivery.
13. **PAYMENT:**
13.1 The **Customer** shall make payment to the Supplier within the period stipulated as in Section 2 above.
13.2 The **Customer** agrees that the amount contained in a Tax Invoice issued by Label Image cc shall be due in full and unconditionally, upon delivery if the client is COD, and within thirty days from the end of the month in which the Tax Invoice was issued by Label Image if the **Customer's** has an approved 30 Day Account with Label Image cc.
13.3 Should the **Customer** not dispute the accuracy of an invoice, in writing, within seven (7) days after the date reflected on the invoice, the invoice shall be deemed to be correct.
13.4 The **Customer** shall under no circumstances be entitled to deduct or set-off any amount or defer or withhold payments of any amount due to the **Supplier** in terms of this agreement.
13.5 Should the **Customer** fail to pay any amount due in terms of this agreement on due date, **such overdue amounts shall bear interest from the due date at 2% per month** and in the event of the **Supplier** instructing its attorneys to collect such overdue amounts, the **Customer shall be liable for costs as between attorney and client, collection commission at the prescribed rate, tracing charges and VAT** on the aforementioned items insofar it may be applicable and all payments made thereafter shall be allocated firstly towards such legal charges, thereafter interest and finally capital.
13.6 In terms of section 45 of the Magistrates' Courts Act 32 of 1944, the Surety consents to the jurisdiction of the Magistrate's Court otherwise having jurisdiction in respect of any action to be instituted against the Surety by the Creditor in terms hereof. It shall nevertheless be entirely within the discretion of the Creditor as to whether to proceed against the Surety in such Magistrate's Court or any other court having jurisdiction.
13.7 Should any amount owing by the **Customer** to the **Supplier** in terms of this agreement, become overdue for payment, then the **Supplier** reserves the right to:
13.7.1 Claim immediate payment on demand of all amounts owing at the time, whether payment be overdue or not.
13.7.2 Cancel the agreement and take possession of any goods delivered to the **Customer** and to claim damages or ii) in its sole discretion to refer any dispute to arbitration, which outcome will be binding to all parties. These remedies are without prejudice to any other rights of the **Supplier** in terms of this agreement or in law.
13.8 The **Supplier** reserves its right to stop supply and credit immediately on cancellation or on non-payment or overdue-payment.
13.9. All discounts will be forfeited if payment in full is not made on the due date.
13.10 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of 13.2 and all amounts then outstanding shall immediately become due and payable.
13.11 The **Customer** agrees that the amount due and payable to the **Supplier** may be determined and proven by a certificate issued and signed by an independent auditor. Such a certificate shall be binding and shall be prima facie proof of the indebtedness of the **Customer**.
13.12 The costs of any banking charges levied on cash payments deposited into the **Supplier's** account rests with the **Customer**.
14. **RESERVATION OF OWNERSHIP:**
14.1 Ownership of the **Supplier's** products shall remain vested in the **Supplier** and will only pass onto the **Customer** once payment of the full contract price has been effected, whether these goods have been attached/adhered to other property or not.
14.2 The **Customer** shall not allow the goods to become encumbered in any manner prior to the full payment thereof, and shall advise third parties of the rights of Label Image cc in the goods.
15. RISK: The **Customer** acknowledges that any **Customer's** materials/products will be held by the **Supplier** at the **Customer's** risk.
16. **INDEMNIFICATION:** The **Customer** acknowledges and agrees that the **Supplier** will not be responsible for:
16.1.1 Imperfect work caused by defects in, or unsuitability of material or equipment not supplied by the **Supplier**.
16.1.2 Any material or goods owned by the **Customer** wasted during the normal course of production.
16.1.3 Any extra costs incurred to supply the products requested by the **Customer** through the use of defective materials or equipment not supplied by the **Supplier**.
16.2.1 The **Customer** shall indemnify the **Supplier** against any loss, liability, expense, or damage of whatsoever nature suffered resulting from any action instituted by a third party arising out of the infringement of a third party's trade secrets, proprietary rights or copyrights.
16.2.2 Any such infringement by the **Customer** will immediately render the full prevailing price payable to the **Supplier**.
17. **LIMITATION OF LIABILITY**
17.1 The Supplier shall not be liable for any direct, indirect, consequential, or any other loss, including the loss to third parties, arising out of errors in carrying out a contract, or by delay in delivery, or by unsuitability of goods for use as intended.
7.2 It is the sole responsibility of the **Customer** to determine whether the products ordered by it are suitable for the purposes for which it intends using them. The **Supplier** gives no warranty concerning the suitability of the products supplied for any purpose whatsoever.
18.1 **GENERAL:** No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless it is in writing and signed by an authorized official of both parties.
18.2 No indulgence which the **Supplier** may grant to the **Customer** shall constitute a waiver of any of the rights to the **Supplier**, which shall not thereby be precluded from exercising any rights against the **Customer** which may have arisen in the past, or which may arise in the future.
18.3 The invalidity of any part of this agreement shall not affect the validity of any other part.
18.4 **The Customer undertakes to inform Label Image cc in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner, or address, or 14 days prior to selling or alienating the Customer's business, and failure to do so will constitute a material breach of this agreement.** Upon receipt of such written notification, Label Image cc reserves the right to withdraw any credit facility advanced to the Customer.