

TERMS AND CONDITIONS

1. Introduction

- 1.1. These Terms and Conditions shall govern all transactions concluded between Coloplast and the Customer, whether past, present or future, in relation to the products supplied.
- 1.2. The Customer undertakes to notify Coloplast in writing of any changes to the information contained in the Customer Application Form within 5 days of such change occurring.

2. Orders

- 2.1. Orders must be addressed in writing to Coloplast and sent to the following email address:
customercaresa@coloplast.com
- 2.2. Upon receipt of an Order, Coloplast shall, in its sole and absolute discretion, deliver an order confirmation email to the Customer confirming the Order.
- 2.3. If Coloplast is unable to supply the products requested by the Customer in its Order, due to products being replaced, unavailable or for any other reason whatsoever, Coloplast will adjust the Order and notify the Customer in writing in the Order confirmation email of the reason/s for the change to the Order.
- 2.4. Once changes to the Order have been made and communicated to the Customer in the Order confirmation email, the Customer must notify Coloplast in writing as soon as reasonably possible, but within the business day, whether or not it accepts the adjustments in the Order confirmation email, failing which the Customer shall be deemed to have accepted and be bound by the terms of the Order confirmation.
- 2.5. Once an Order has been confirmed, or deemed to have been confirmed, Coloplast shall prepare an Invoice and products will be dispatched and the Customer will be obliged to accept delivery of the products and will pay the invoice.

3. Risks and Ownership

- 3.1. Risk and ownership in and to the products shall pass to the Customer upon acceptance of delivery of the products at the Delivery address.

4. Delivery

- 4.1. Coloplast shall endeavour to deliver the products to the delivery address, via its delivery agent, within 3 to 5 Business Days, where the delivery address is within South Africa. Delivery to customers outside of South Africa can vary depending on the location and documentation required.
- 4.2. Subject to clause 4.3, only Invoices for products more than R1 000.00 (including VAT) in aggregate will enjoy free delivery by Coloplast. Invoices for products less than R1 000.00 (including VAT) in aggregate will be subject to a charge equal to the amount charged by Coloplast's delivery agent and shall be payable by the Customer to Coloplast (as detailed in the Invoice).
- 4.3. In the event that the Customer requests delivery of the products earlier than the 3 to 5 Business Days, Coloplast may (but shall not be obliged to) arrange delivery of the products on an urgent delivery basis and any delivery costs, associated therewith, will be for the Customer's account, irrespective of the aggregate purchase price for such products (cost as detailed in the applicable Invoice).

- 4.4. The products shall be supplied by Coloplast in its standard, original packaging unless otherwise agreed by Coloplast in writing.
- 4.5. Subject to the provisions of clause 9 and the Consumer Protection Act, 68 of 2008 ("the CPA"), the Customer shall be deemed to have accepted delivery of the products on the earliest of the following times –
- i. when the Customer expressly or implicitly communicates to Coloplast or its delivery agent (as applicable) that it has accepted delivery of the products; or
 - ii. when the products have been delivered to the Customer, and –
 - the Customer opens the packaging or resells the products to a third party; or
 - after the lapse of a reasonable time, but in any event no later than 10 Business Days after delivery of the products, the Customer retains the products without communicating to Coloplast that it has rejected delivery.
- 4.6. On receipt of the products, the Customer shall be responsible for receiving and inspecting the products. In the event the delivery consists of the incorrect quantity, incorrect products and/or damaged or defected products, Customer shall lodge a claim with Coloplast within 10 Business Days of delivery, failing which the Customer shall be deemed to have accepted delivery of the products.
- 4.7. The Customer acknowledges that it is aware that the products may require specialised handling and/or storage on delivery (as indicated in the packaging or labels instructions for use) and that Coloplast shall not be responsible for any deterioration of or damage to the products that may occur as a result of the Customer's failure to follow the handling and storage instructions precisely.

5. Distribution

- 5.1. Customer may not directly or indirectly export the products to a customer/distributor outside of South Africa, and, to the best of their knowledge and belief, the products will only be distributed and used in South Africa. Should the customer become aware of any breach, Coloplast will be notified immediately.

6. Payment

- 6.1. The Customer shall be liable to pay Coloplast the aggregate purchase price for products set out in the Invoice, without any deduction of bank or other charges, or any set-off of any nature whatsoever.
- 6.2. If the Customer does not have an account facility with Coloplast, payment must be made and cleared in Coloplast's bank account before any delivery of products will be made.
- 6.3. The Customer shall pay Coloplast any taxes and/or levies applicable to products which are the subject of an Invoice at the then prevailing rate.
- 6.4. Coloplast shall be entitled to set-off any amounts that it owes to the Customer against any amounts that the Customer owes to Coloplast and such set-off shall be effective as soon as Coloplast notifies the Customer in writing of the set-off.
- 6.5. The Customer acknowledges and agrees that it is solely responsible for verifying Coloplast's banking details before making any payment and the Customer carries all risk associated with and arising from the method elected to effect payment to Coloplast. Coloplast will not be liable for any loss, misdirection of funds, or fraud arising from the Customer's failure to verify the banking details before effecting payment. Coloplast will not change its banking details without proper notification and the Customer must take all reasonable steps, including but not limited to directly confirming the banking details with Coloplast through a secure and reliable communication method before effecting changes.

- 6.6. If no payment remittance is provided, Coloplast may allocate payments to any such outstanding amounts as it deems fit.

7. Breach

- 7.1. If the Customer breaches any provision of these Terms and Conditions, suffers any civil judgment being taken or entered against it, commits an act of insolvency, is placed under sequestration/ liquidation (whether provisional or final, voluntary or compulsory), takes steps or steps are taken against it to commence business rescue proceedings, or makes or attempts to make any offer of compromise with its creditors generally or sells its business, Coloplast shall, without prejudice to any other remedies that it has available to it in law or in terms of these Terms and Conditions, and without prejudice to any accrued rights, be entitled to –
- i. terminate any account facility which the Customer may have (if applicable); and/or
 - ii. suspend or cease performance of its obligations to the Customer until the Customer's breach has been remedied to Coloplast's satisfaction; and/or
 - iii. summarily cancel any order in relation to which Coloplast has not yet performed; and/or
 - iv. repossess any products which have not been paid for; and/or
 - v. claim specific performance of all the Customer's obligations whether or not such obligations have fallen due for performance, in all events without prejudice to Coloplast's right to claim damages.

8. Guarantee

- 8.1. Coloplast reserves the right, prior to submitting an order confirmation email, Invoice, or delivering any products to the Customer, to request the Customer, who shall be obligated, to provide a guarantee to secure the fulfilment of the Customer's obligations, including but not limited to the Customer's obligation to pay any amounts due to Coloplast in respect of any products. The identity of the guarantor shall be subject to acceptance of Coloplast, and the guarantee shall be on terms acceptable to Coloplast.

9. Return of Products

- 9.1. The Returns Policy is as set out in the CPA, where the CPA is of application. However, should the CPA not apply then the following Returns Policy applies in respect of products supplied by Coloplast to the Customer.
- 9.2. Save for products found to be damaged or defective on delivery (which will be dealt with in accordance with the provisions of clause 4.6), Coloplast may, in its sole discretion and only after providing written confirmation to the Customer, accept return of such products, provided that such products –
- i. are in a saleable condition;
 - ii. have a remaining shelf life of no less than 6 months from the expiry date of the relevant products;
 - iii. have been stored in accordance with prescribed procedures;
 - iv. are in their original, complete and unbroken packaging (and no stickers, markings, tape to be placed on white box);
 - v. are returned to Coloplast within 10 Business Days of the delivery date of such products; and
 - vi. notwithstanding anything in these Terms and Conditions to the contrary, Coloplast reserves the right to charge a handling fee for the return of any products of an amount of up to 10% of the aggregate purchase price (excluding VAT) of the returned products, which fee is payable by the Customer on demand.

- 9.3. Notwithstanding clause 9.1 above, if the CPA does not apply to the supply of any products by Coloplast to the Customer, products delivered to the Customer, may not be returned by the Customer if –
- i. the products have deteriorated because of improper storage, damaged due to fire, water or other such elements;
 - ii. for reasons of public health or otherwise, a public regulation prohibits the return of those products to Coloplast once they have been delivered to, or at the direction of, the Customer, including where relevant, the End User;
 - iii. after having been delivered to, or at the direction of, the Customer, including where relevant, the End User, the products have been partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property (to the extent applicable); or
 - iv. the Customer is unable to submit satisfactory proof of purchase of the products from Coloplast
- 9.4. Notwithstanding any other provision of this Agreement, any products being returned to the Coloplast Delivery Agent's premises without notifying Coloplast in writing (which notification is confirmed in writing by Coloplast) and without a copy of the invoice is deemed to be an unauthorised return. Such returns will not be credited and Customer will still be liable for payment of such Order.

10. Account facility and Credit record

- 10.1. The Customer acknowledges that the granting of an account facility by Coloplast to purchase products on account is at the sole discretion of Coloplast.
- 10.2. If the Customer has applied in the Customer Application Form for an account facility, Coloplast's decision in this regard will be communicated to the Customer in writing.
- 10.3. Coloplast reserves the right to cancel, suspend, withdraw, vary or amend the Customer's account facility at any time if the Customer has breached any of these Terms and Conditions.
- 10.4. In the event that the Coloplast withdraws or cancels the Customer's account facility, all amounts owing by the Customer to Coloplast shall immediately become due, owing and payable.
- 10.5. The Customer acknowledges that a certificate signed by a Director or Manager of Coloplast as to the existence and amount of the balance outstanding on the indebtedness, the fact that such amount is due and payable, and as to any other terms relating to the indebtedness of the Customer to Coloplast, shall be prima facie proof of the contents and correctness thereof. This certificate shall be sufficient for the purposes of provisional sentence, summary judgment or any other litigation proceedings and shall be valid as a liquid document for such purposes. Such certificate shall be deemed to be of sufficient particularity for the purpose of pleading or trial in any action or other proceedings instituted by Coloplast against the Customer.
- 10.6. The Customer hereby consents to Coloplast, or a third party acting on behalf of Coloplast, obtaining a credit report in respect of the Customer from any recognised credit agency from time to time, which report may include personal information of the Customer and its credit record and history. The Customer agrees and undertakes to cooperate and provide such reasonable assistance which Coloplast may require in order to obtain such reports from time to time.
- 10.7. The Customer agrees and consents that Coloplast shall be entitled to record any adverse credit record with any recognised credit agencies. The Customer further agrees and consents that any application for an account facility with Coloplast may be reported to and recorded by any recognised credit agencies, and details of the conduct of the Customer may be given to and duly recorded by and shared with recognised credit agencies. The Customer hereby indemnifies Coloplast against any and all claims, liabilities, damages, costs and expenses of any kind and howsoever arising, which the Customer may suffer, incur or be subject to resulting from, arising out of or relating to the aforesaid actions.

11. Use of Products

- 11.1. The Customer shall ensure that the products are used in accordance with the instructions for use supplied with the products. The Customer further undertakes that all warnings displayed on the products and/or their packaging, at the time of delivery, shall not under any circumstances be removed, defaced or obscured. The Customer hereby indemnifies Coloplast against any and all claims, liabilities, damages, costs and expenses of any kind and howsoever arising, which the Customer (or any end user supplied by the Customer) may suffer, incur or be subject to resulting from any non-compliance with the aforesaid

12. Quality and Safety

- 12.1. The products are certified under the "CE Mark", which signifies that the products have been assessed to satisfy stringent EU safety, health and environmental protection requirements. In addition, as the products are registered with SAHPRA, which signifies that the products meet requirements for quality, safety and performance as determined in accordance with the Medicines and Related Substances Act 101 of 1965 ("MRSA").
- 12.2. Notwithstanding clause 12.1 above, as with any medical device (as defined in the MRSA), the effectiveness of the products supplied pursuant to these Terms and Conditions depend on various factors including, but not limited to –
- i. the health status of the Customer, or the Customer's client (including the End user);
 - ii. the way the products are used;
 - iii. the extent to which the instructions for use and warnings, as indicated on the packaging, are followed and considered respectively;
 - iv. the extent to which instructions issued by a healthcare provider are not followed by the Customer; and
 - v. the extent to which the products have been altered in any manner whatsoever.
- 12.3. In terms of the National Health Act, 61 of 2003 ("the NHA"), a person receiving treatment in a health establishment (as defined in the NHA) is required to be informed by a healthcare provider (as defined in the NHA) of the range of diagnostic procedures and treatment options generally available, as well as the benefits, risks, costs and consequences generally associated with each option. If –
- i. the Customer is a healthcare provider (as defined in the NHA), the Customer warrants that it has informed its ultimate customer, an End user, of the aspects referred to in this clause 12 and has obtained the End user's informed consent to supply the End user with the products;
 - ii. the Customer is an End user, the Customer warrants that it has been informed by his/her healthcare provider on the aspects referred to in this clause 12 and has provided his/her informed consent to be supplied with the products;
- 12.4. The Customer hereby indemnifies Coloplast against any and all claims, liabilities, damages, costs and expenses of any kind and howsoever arising, which the Customer (or the End user supplied by the Customer) may suffer, incur or be subject to resulting from any non-compliance with the aforesaid.

13. No Representation or Warranty

- 12.1 All performance figures or results in relation to the products furnished by or on behalf of Coloplast to the Customer from time to time are based on general experience and expectations, and Coloplast makes no representation and gives no warranty as to the accuracy thereof or the suitability or use of the products for any purpose whatsoever and shall accordingly only be bound to the extent specifically guaranteed by Coloplast in writing to the Customer; and
- 12.2 Any recommendation or assistance provided by Coloplast concerning the use, design or application of the products shall not be construed as representation or warranty of any kind and such

information is accepted by the Customer at the Customer's own risk and without any obligation or liability to Coloplast. Furthermore, no recommendation or assistance provided by Coloplast shall constitute medical or other professional advice. It is the Customer's sole responsibility to determine the suitability of the products for the use in the Customer's application(s). Failure by Coloplast to make recommendations or aid shall not give rise to any liability on the part of Coloplast.

14. Indemnity

- 14.1. Without derogating from the generality of any of the provisions herein, and subject to the CPA (where applicable), Coloplast shall not at any time be liable for any claims of whatsoever nature and howsoever arising for direct, indirect or consequential loss or damage which may be sustained by the Customer or any of the Customer's clients (being the End user) in connection with the use of the products and the Customer hereby indemnifies Coloplast against any and all claims, liabilities, damages, costs and expenses of any kind and howsoever arising, which the Customer may suffer, incur or be subject to, resulting from, arising out of or relating to the use of the products.
- 14.2. Coloplast hereby gives notice that the products are sold subject to Coloplast's specifications, recommendations and instructions for use. Failure to adhere to these may result in damage, injury or harm.

15. Intellectual Property Rights and Confidential Information

- 15.1. The Customer acknowledges and agrees that –
- i. Coloplast or its Affiliates is/are the owner/s of all intellectual property rights in respect of the products, including, without limitation, all trademarks, patents, designs, goodwill, trade secrets, know-how, copyright and logos, whether registered or not ("Coloplast IP");
 - ii. its only right in respect of any of the Coloplast IP is to access and use same for such purposes as may be contemplated in these Terms and Conditions; and
 - iii. no ownership or other rights whatsoever is granted to the Customer in respect of any of the Coloplast IP, other than as may be expressly set out herein.
- 15.2. The Customer shall –
- i. not do or omit to do anything or permit any act or omission by which the validity, goodwill and reputation associated with any of the Coloplast IP might be diminished or jeopardised;
 - ii. not challenge Coloplast or any of its Affiliates' ownership of and/or other rights to any of the Coloplast IP in any manner whatsoever;
 - iii. sign and execute any additional waivers or confirmations as Coloplast may require from time to time in order to confirm the ownership of the Coloplast IP; and
 - iv. not do or permit any act or omission which may in any way adversely affect the continued validity and/or enforceability of any of Coloplast's rights in respect of any of the Coloplast IP.
- 15.3. The Customer agrees and undertakes not to use, exploit or disclose any of Coloplast's confidential information as to the methods of manufacture, plans, drawings, price lists, documents or any other information relating to the products.

16. Force Majeure

- 16.1. Neither Party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

17. Monitoring and Recall

- 17.1. The Customer undertakes to report product failures, defects and any adverse events to Coloplast without delay. Such reports must be sent in writing to customersupportsa@coloplast.com.
- 17.2. Coloplast may recall products for purposes of replacement, and upon written notice of a recall of any products, the Customer shall immediately –
- i. cease using such products
 - ii. cease supplying such products to End users (to the extent applicable)
 - iii. shall immediately notify its customers (End users) not to use such products and to make immediate arrangements for the return of such products.
- 17.3. In the event that Coloplast recalls any products as contemplated in clause 17.2, Coloplast shall either replace the products, or refund the Customer for such products, at the Customer's election. This will be the Customer's sole recourse.

18. Anti-Bribery and Anti-Corruption

- 18.1. The Customer represents and warrants to Coloplast that it, and to the extent applicable its owners, directors, officers, employees, sub-contractors and agents will at all times act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of conduct and will not offer, promise, pay, arrange for payment, giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly.
- 18.2. Any violation of this clause 18 by the Customer shall constitute a material breach of these Terms and Conditions and will allow Coloplast to terminate any Order with immediate effect.
- 18.3. The Customer shall report any violation or potential violation of this clause 18 to Coloplast immediately upon the Customer becoming aware thereof.
- 18.4. The Customer hereby indemnifies Coloplast against any and all claims, liabilities, damages, costs and expenses of any kind and howsoever arising which Coloplast may suffer, incur or be subject to resulting from, arising out of or relating to a breach by the Customer of this clause 18.

19. Domicilium

- 19.1. The Customer chooses their physical address and email address as set out in the Customer Application Form as the point of contact where they will receive service of all legal process, notices and communications in respect of these Terms and Conditions.
- 19.2. Any notice or communication required or permitted to be given pursuant to these Terms and Conditions shall be valid and effective only if in writing, provided that it shall be competent to give notice by way of email.
- 19.3. A Party may change its domicilium (its physical address or email address) by furnishing the other Party with 7 days' written notice of its new physical address, provided that the change will only become effective from the 7th Business Day from the deemed receipt of notice by the other Party.
- 19.4. A party will be deemed to have received a notice at its domicilium on –
- i. the 7th day after posting if sent by prepaid registered post in a correctly addressed envelope to its domicilium;
 - ii. the date day of delivery, if delivered by hand to a responsible person at its domicilium;
 - iii. the date of dispatch, if sent by email to its chosen mail address.

- 19.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by the Customer shall be adequate and valid, notwithstanding that it was not sent or delivered at its chosen domicile.

20. Dispute Resolution

- 20.1. These Terms and Conditions and all transactions between the Customer and Coloplast which are subject to these Terms and Conditions shall be governed by and be decided upon in accordance with the laws of South Africa.
- 20.2. Subject to clause 20.8, any dispute arising from or in connection with these Terms and Conditions shall, in the first instance, be referred for mediation in accordance with the Arbitration Foundation of Southern Africa ("AFSA") mediation guidelines and the place of the mediation shall be Johannesburg. Each Party undertakes to cooperate in good faith with the mediator in the conduct of the mediation of the dispute.
- 20.3. Subject to clause 20.8, if a settlement is not reached in the mediation of a dispute -
- i. the submission of the dispute to mediation shall not prejudice any of the Parties' rights; and
 - ii. the dispute (or such part thereof which is not settled pursuant to the mediation) shall, if so requested by either Party, be finally resolved in terms of clause 20.4 below.
- 20.4. Subject to clause 20.8, any dispute arising from or in connection with these Terms and Conditions or its termination which has not been resolved pursuant to clauses 20.2 or 20.3 above shall, if so requested by either Party, be finally resolved by an arbitrator agreed to between the Parties and, failing such agreement, within 3 days of a request therefor by either Party, appointed by the chairman for the time being of the Johannesburg Bar Council (or such other person as may be agreed to by the Parties). The arbitration shall be conducted in accordance with the AFSA Rules for Expedited Arbitrations or such other rules as may be determined by the arbitrator, alternatively agreed to by the Parties, with no right of appeal. The arbitration shall be held before a single arbitrator in Sandton. Either party may approach a court of competent jurisdiction to have the arbitrator's award made an order of court.
- 20.5. The Parties agree that the written demand by either Party in terms of this clause 20 that the dispute be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act 68 of 1969, as amended or re-enacted from time to time.
- 20.6. Notwithstanding anything to the contrary contained in this clause 20, neither Party shall be precluded from instituting any injunctive or mandatory or similar proceedings in any appropriate court of competent jurisdiction and, if successful, being granted appropriate injunctive or mandatory relief.
- 20.7. For the purposes of clauses 20.4 and 20.6 above, each of the Parties hereby submits itself to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg.
- 20.8. Notwithstanding any provision in this Agreement requiring disputes to be resolved through arbitration, Coloplast has the right, at its sole discretion, to approach a court of competent jurisdiction to claim payment of any amount due and payable by the Customer in respect of the sale of the products. Such recourse to the courts shall not be deemed a waiver of the arbitration clause for any other disputes arising under this Agreement. Any legal proceedings instituted by Coloplast in terms of this clause, may be instituted in the Magistrate's Court notwithstanding that the amount may otherwise exceed the jurisdiction of the Magistrate's Court. Notwithstanding the consent to the jurisdiction of the Magistrate's Court, Coloplast reserves the right to approach the High Court of South Africa and the Customer consents to such jurisdiction.

- 20.9. This clause 20 -
- i. is severable from the rest of the Terms and Conditions and shall, notwithstanding the termination, cancellation, invalidity or alleged invalidity of any of the provisions hereof or any part of it for any reason, remain in full force and effect;
 - ii. constitutes an irrevocable consent by the Parties to any proceedings in terms hereof and neither Party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by this clause 20. For the purposes of this clause 20 "proceedings" shall include proceedings referred to in clause 20.5.

21. General

- 21.1. These Terms and Conditions, as read with the Customer Application Form, shall be the sole record of the agreement between the Parties in relation to its subject matter and supersedes all prior agreements or understandings between the Parties relating to the subject matter hereof.
- 20.2 Neither Party shall be bound by any representation, warranty, promise or the like not recorded in this document.
- 20.3 Nothing contained herein shall place any obligation on Coloplast to deliver an Order confirmation and/or to supply products to the Customer following the receipt of an Order, and similarly nothing contained herein shall place any obligation on the Customer to submit Orders to Coloplast from time to time.
- 20.4 The Customer shall ensure that the terms and conditions under which it on-sells the products to End users (if applicable) are no better, as to title, than those contained in these Terms and Conditions and warrants that its terms and conditions in terms of which the Customer on-sells to End users comply with the provisions of the CPA (to the extent applicable).
- 20.5 Neither Party shall be entitled to cede its rights or delegate its obligations contained in these Terms and Conditions, nor shall it be entitled to otherwise assign its rights and obligations or enter into any sub-contract with any other party, without the prior written consent of Coloplast.
- 20.6 All provisions in these Terms and Conditions are, notwithstanding the manner in which they have been put together or linked grammatically, severable from each other. Any provision of these Terms and Conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, including where a term is found to be unfair, unjust, unreasonable or unenforceable, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non script and the remaining provisions of these Terms and Conditions shall be of full force and effect. The Parties declare that it is their intention that these Terms and Conditions would be executed without such unenforceable provisions if they were aware of such unenforceability at the time of its execution.
- 20.7 No addition to, variation or novation of these Terms and Conditions shall be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 20.8 A certificate issued by any manager of Coloplast whose authority, appointment and signature it shall not be necessary to prove, that certifies any indebtedness of the Customer to Coloplast, delivery of products to the Customer or any other fact shall be accepted as proof of such indebtedness or delivery or such other fact, unless the Customer proves otherwise.
- 20.9 No relaxation or indulgence by either Party shall prejudice or be deemed to be a waiver of that Party's rights in terms hereof.
- 20.10 No suspension of a right to enforce any term of these Terms and Conditions and no pactum de non petendo shall be of any force or effect unless in writing and duly signed by or on behalf of the Parties.

- 20.11 No provision of these Terms and Conditions constitutes a stipulation for the benefit of any Person who is not a Party to these Terms and Conditions unless the provision in question expressly provides otherwise.
- 20.12 A Party that successfully enforces or defends its rights contained in these Terms and Conditions shall be entitled to recover from the other Party all legal costs incurred by the successful Party on the scale as between attorney and own client, including tracing agents costs and collection commission.
- 20.13 No remedy conferred by these Terms and Conditions is intended, unless specifically stated, to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedy by a Party shall not constitute a waiver by such Party of the right to pursue any other remedy available at law.