

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Labco (Pty) Ltd (hereinafter called LABCO) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Labco; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or dissolutive conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by LABCO and (g) these terms apply to all servants and subcontractors of LABCO.

2.1 This Agreement only becomes final and binding on receipt and written acceptance of this offer by LABCO at its business address(es) in Port Elizabeth, Cape Town or East London.

2.2 Any order only becomes final and binding on receipt and acceptance of such order by LABCO at its business address(es) per 2.1

3. The Customer acknowledges that it does not rely on any representations made by LABCO with regards to the services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by LABCO in respect of the services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by LABCO.

4.1 The Customer agrees that neither LABCO nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

4.2 It is the sole responsibility of the Customer to determine that the services ordered are suitable for the purposes of intended use.

4.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisites to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

5.1 All quotations will remain valid for a period of 60 days from the date of the quotation or until the date of issue of a new Price List, whichever occurs first unless otherwise agreed to in writing.

5.2 All quotations are subject to the availability of the services and subject to correction of good faith errors by LABCO and the prices quoted are subject to any increases in the cost price of LABCO before acceptance of the order.

5.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.

5.4 The Customer hereby confirms that the services on any Tax Invoice issued duly represent the services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

5.5 Notwithstanding the provisions of section 1 above, all orders or agreed variations to orders, whether oral or in writing, shall be binding and subject to these standard conditions of Agreement and may not be cancelled.

5.6 LABCO shall be entitled in its sole discretion to split the delivery / performance of the services ordered in the quantities and on the dates it decides.

5.7 LABCO shall be entitled to invoice each delivery / performance actually made, separately.

5.8 Delivery and performance times quoted are merely estimates and are not binding on LABCO.

6.1 Services carry no guarantee and all other guarantees including common law guarantees are hereby specifically excluded. LABCO has the right but not the obligation to provide the Customer with factual results of any test undertaken without any obligation to interpret or report the possible implications arising out of such a result.

6.2 Liability under Clause 7.1 is restricted to the cost of repair or replacement of services or granting of a credit at the sole discretion of LABCO.

6.3 No claim under this Agreement shall arise unless the Customer has, within 3 days of the alleged breach or defect occurring, given LABCO 30 days written notice by prepaid registered post to rectify any defect or breach of Agreement.

6.4 To be valid, claims must be supported by the original Tax Invoice.

6.5 LABCO will be entitled, at its sole discretion, to deal with any test specimens in any way it sees fit.

7.1 Under no circumstances shall LABCO be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever. The Customer accepts responsibility for

7.1.1 the relevance of the requested services and testing;

7.1.2 site activities directly or indirectly relating to the services;

7.1.3 the accuracy of information supplied by the Customer to LABCO;

7.1.4 obtaining timely access permission to test sites;

7.1.5 the setting out of individual test positions;

7.1.6 all aspects relating to the safe access to the test site and test holes;

7.1.7 the reinstatement of ground features damaged as result of the testing operations;

7.1.8 the subsidence of backfilled uncompacted material in test holes;

7.1.9 the disposal of excavated material if test holes are to be left open.

7.2 Under no circumstances shall LABCO be liable for any damage arising from any misuse, abuse or neglect of the services.

8. Delivery of the services to the Customer shall take place at the place of business of LABCO.

9.1 The Customer agrees that the amount contained in a Tax Invoice issued by LABCO shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the date of statement issued by LABCO.

9.2 The Customer agrees to pay the amount on the Tax Invoice at the offices of LABCO or at such other place LABCO may designate in writing.

9.3 No payment by cheque shall be accepted.

10.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by LABCO, reduced to writing

and signed by the Customer, and a duly authorised representative of LABCO.

10.2 The Customer is not entitled to set off any amount due to the Customer by LABCO against this debt.

10.3 All discounts shall be forfeited if payment in full is not made on the due date.

11.1 The Customer agrees that the amount due and payable to LABCO may be determined and proven by a certificate issued and signed by any director or manager or member or partner of LABCO, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be *prima facie* proof of the indebtedness of the Customer.

11.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Computer Evidence Act have not been met.

12.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed in terms of the National Credit Act on any moneys past due date to LABCO and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.

12.2 The Customer expressly agrees that no debt owed to LABCO by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.

13. The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; LABCO is entitled to immediately institute action against the Customer at the sole expense of the Customer. These remedies are without prejudice to any other right LABCO may be entitled to in terms of this Agreement or in law. LABCO reserves its right to stop supply immediately on cancellation or on non-payment.

13.1 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of 9.1 and all amounts then outstanding shall immediately become due and payable.

13.2 LABCO shall be entitled to withdraw credit facilities at any time within its sole discretion.

14. In the event of cancellation of the Agreement by LABCO, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.

15.1 The Customer shall be liable to LABCO for all legal expenses on the attorney-and-client scale of an attorney and counsel incurred by LABCO in the event of (a) any default by the Customer or (b) any litigation with regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that LABCO may demand.

16. The Customer agrees that LABCO will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

17. The Customer agrees that no indulgence whatsoever by LABCO will affect the terms of this Agreement or any of the rights of LABCO and such indulgence shall not constitute a waiver by LABCO in respect of any of its rights herein. Under no circumstances will LABCO be estopped from exercising any of its rights in terms of this Agreement.

18. The Customer hereby consents that LABCO shall have the right to institute any legal action in either the Magistrate's Court or the High Court at its sole discretion.

19.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail

19.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

19.3 The Customer undertakes to inform LABCO 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, LABCO reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

19.4 The Customer hereby consents to the storage and use by LABCO of the personal information that it has provided to LABCO for establishing its credit rating and to LABCO disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that LABCO will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

20. The Customer agrees to the Standard Rates of LABCO for any services rendered, which rates may be obtained on request.

21. The invalidity of any part of this Agreement shall not affect the validity of any other part.

22. Any order is subject to cancellation by LABCO due to Acts of God from any cause beyond the control of LABCO, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

23. Any order is subject to cancellation by LABCO if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.

24. The Customer agrees that LABCO will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 22 or 23 occur.

25. This Agreement and its interpretation is subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in 19 above.

26. Any information of the Customer obtained by LABCO prior, during or after the test process will be treated as confidential and will not be reproduced or disclosed to any person or organization except to Financial and BEE auditors and SANAS, assessors during any audits or assessments required by the company, or unless required to do so by law.