



**MERIDIAN AGROCHEMICAL COMPANY (PTY) LTD
TERMS AND CONDITIONS**

1. The Applicant waives notification of the Company's acceptance of this application and the application shall be deemed to have been accepted by the Company upon execution of the first order placed with the Company by the Applicant.
2. The Company may at any time at its discretion, by notice in writing, withdraw credit facilities to the Applicant and declare all amounts owing to be due and payable and due for them immediately and recover any sealed unused products on the terms as in paragraph 6 below.
3. The Applicant shall pay for purchases not later than 60 (sixty) days from date of the Company's statement of account therefore, failing which interest will be charged at the maximum rate allowable by consumer law.
4. The Applicant chooses as its domicilium citandi et executandi for purposes of legal proceedings which may be instituted against the Applicant, the address set out in point 6 (above) of this Application for Credit Facilities. All invoices, statements of accounts and correspondence shall be deemed to have been received by the Applicant if forwarded to or by ordinary post addresses to the address set out in point 6 or 7 of the Application for Credit Facilities.
5. The Applicant undertakes to notify the Company within 14 days of any changes of address or change of its bankers or bank account numbers as well as any changes in part or complete ownership or company status.
6. Ownership of the Company's products shall not pass to the Applicant unless and until the purchase price is paid in full and if payment in full is not made on due date, the Company may recover possession of the whole of such sealed products as have not already been used without first having to cancel the contract and either retain the said product until payment is made or cancel the contract in respect of such products and in either case the cost of handling, transporting and storage shall be for the Applicant's account and, unless and until cancellation is elected, the product still remain at the Applicant's risk.
7. The sole warranty given by the Company in respect of goods is set out in the product label. No other warranties whether express or implied by law are given.
 - a) The Company's liability in respect of any goods proved to be defective is limited to replacing such goods as against the return to it of the defective goods. The Company shall not be liable under any circumstances, including the negligence of its employees for any damage, whether direct or indirect, suffered by the Applicant as a result of any defect in the goods, or any advice given by the Company in connection therewith;
 - b) No claim by the Applicant in terms of this contract or this warranty shall be accepted by the Company unless received at its head office in Modderfontein (P.O. Box 436, Modderfontein, 1645), within 14 days of the date upon which the circumstances giving rise to the claim became known or should reasonably have become known to the Applicant.
8. The Applicant hereby agrees and consents that the Company shall be entitled at its discretion, to institute legal proceedings which might arise out of or in connection with this contract in any magistrate's court in the Republic of South Africa having jurisdiction in respect of the Applicant's person notwithstanding that the claim or the value of the matter in dispute might exceed the jurisdiction of such magistrate's court.
9. Payment of any amount owing by the Applicant to the Company shall not be withheld pending the settlement of any dispute or counter-claim whatsoever. Should the dispute be resolved in favour of the Applicant, the Company undertakes to repay such monies to the Applicant.
10. The Applicant undertakes to pay all the legal costs on an Attorney and Client scale on any claim handed over for collection. A certificate signed by a director of the Company, shall be sufficient evidence of the amount owing for the purpose of applying for summary judgement and/or provisional sentence.

11. All payments received from and/or on behalf of an Applicant, will be received without prejudice to any of the Company's rights.
12. The parties specifically agree that the Company shall be entitled in its discretion, to appropriate and allocate any payment made by the Applicant, to any outstanding account due by the Applicant to the Company.
13. Any goods ordered by the Applicant from the Company shall be deemed to have been delivered by the Company to the Applicant or its designated delivery point immediately after goods leave the premises of the Company or its designated storage facility subsequent to the Applicant's order being placed. Purchase orders will only be activated by the Company if such orders are accompanied by an official order number and forwarded to the Company with a reasonable period for delivery. Order cancellations will only be accepted by the Company if such cancellation is made within 14 days of the original purchase order; after such period, ordered goods will be delivered and invoiced. Such cancellations must be made in writing and forwarded to the Company.
14. Goods received by an employee and/or representative of the Applicant will be regarded as if received by the Applicant himself/herself.
15. Risk in any goods ordered by the Applicant from the Company shall pass to the Applicant immediately after goods leave the Company's premises or designated storage/production facility. The carrier or transporters of the goods to the Applicant or its designated delivery point shall be the agent of the Applicant notwithstanding that such carrier or transporters may be an employee, subcontractor, representative or agent of the Company or acts as the carrier or transporters of the goods pursuant to a contract with the Company.