

CONDITIONS OF SALE

1. AGREEMENT:

- (a) These terms and conditions override and supersede all other conditions which may exist between JMP and the Customer, except the terms, conditions and details contained in any credit application of the Customer to JMP, or origination from the processing of such a credit application by JMP. These terms and conditions are without prejudice to any securities and/or guarantees which JMP holds or may hold at some future date.
- (b) This Agreement and the terms, conditions and details of any credit application submitted by the Customer to JMP, constitute the entire agreement between the parties and no representation by any person, or variations or consensual cancellation of or amendments to any of the terms and conditions hereof shall be valid or binding on JMP unless reduced to writing and signed by an authorised representative of JMP.
- (c) To the extent that there is any written agreement between JMP and the Customer in respect of a particular transaction, such agreement will always be subject to these Conditions of Sale.

2. COSTS:

- (a) The Customer shall be liable to pay for any preliminary work/goods supplied by JMP at the Customer's request, whether experimentally or otherwise.
- (b) Quoted prices stated by JMP are based on specified materials and specifications as stated by the Customer. Any deviation in specifications, changes to ordered quantities or new/unforeseen specifications (especially, but not limited to samples/origination/material unseen) supplied by the Customer at a later stage will render quoted prices of JMP invalid and such quoted prices will not be binding to JMP.
- (c) The costs for sending proofs, samples and materials between Customer and JMP will be for the Customer's account, in addition to any quoted price.
- (d) JMP shall be entitled to engage any subcontractor(s) in the provision of goods/services.
- (e) Any delays in meeting agreed deadlines for the delivery of goods or the rendering of services, where such delays are attributable to the Customer (such as, but not limited to delayed provision of specifications, samples, materials, origination or proofs) shall not be the responsibility of JMP, and shall not entitle the Customer to any discount or any recourse.
- (f) In cases where JMP is expected to work on Customer's orders outside of normal office hours due to urgency, where such urgency was not provided for or not accounted for in quoted prices, then such overtime expenses shall be payable by the Customer in addition to the respective quoted prices.
- (g) JMP shall not be expected nor required to work to tolerances closer than those applicable to the materials supplied by the Customer, or closer to those applicable to raw and other materials obtained by JMP in the normal execution of its work. JMP will be required to work to generally accepted standards of quality and tolerances as laid down by the South African Printing Industries Federation.
- (h) Additional costs incurred by JMP due to faulty specifications and wrong or defective materials supplied by the Customer are for the latter's account in addition to any quoted or listed/normal prices that may apply.

3. PAYMENTS:

- (a) Every completed order for goods/services will be invoiced upon delivery. All amounts such invoiced to the Customer in a particular month will be shown on a statement as at the end of that month (such statement to be supplied by JMP to the Customer) and will be due for full payment before or on the last working day of the following month. This credit arrangement will be referred to as a THIRTY DAYS

credit arrangement/terms of payment, which shall be the arrangement/terms of this Agreement.

- (b) If more than one delivery per order is made, then each delivery will either be invoiced and paid for separately, or the various part-deliveries will be invoiced jointly with one invoice, as the case may be in the discretion of JMP, but otherwise in accordance with this Agreement.
- (c) JMP shall be entitled to charge interest at the maximum rate allowable, as set forth in any applicable legislation, from time to time on all overdue amounts, calculated on a daily basis and capitalized monthly, from the dates on which such amounts became due. JMP normally may, but does not have to, in this respect apply the overdraft interest rate as determined by its bankers from time to time, plus two per cent.
- (d) Should the Customer default in paying its account before or on the due date, as stipulated in this Agreement, then JMP shall be entitled, but not compelled, to forthwith demand that the whole amount outstanding by the Customer, from whatsoever cause arising, will immediately become due and payable, notwithstanding the fact that a portion of such whole amount would not be owing in accordance with the normal terms of payment (applicable in the absence of any default).
- (e) The Customer undertakes to scrutinize all invoices, statements, delivery notes and other documents pertaining to transactions between JMP and Customer on receipt of such documents and to report any queries as to the calculation of prices, amounts due, taxes levied and transaction dates/due dates to JMP within 7 days of receipt of such documents.
- (f) The Customer agrees that in the event of any portion of an invoiced indebtedness being disputed then, in that event, the Customer will nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of payment allowed to the Customer, failing which any discount permitted in respect of the disputed indebtedness will be forfeited. The Customer further agrees that in the event of disputed amounts arising from queries as mentioned in sub-clause (e) above and where such queries were not reported to JMP within the stipulated period, then, in that event, the Customer will nevertheless forthwith pay all amounts presented to him as being due as if there were no queries; JMP shall investigate such queries after all amounts presented by JMP as due have been settled by the Customer, and JMP will then credit amounts due to miscalculations/wrong presentations or errors, if any.
- (g) Where payment has been arranged on a promissory note/bills basis, the Customer undertakes to furnish JMP with such instrument/s by the 14th day of the month following upon that in which the goods/services are dispatched from JMP's premises/are rendered. Should the Customer dispute any amount due for inclusion in a bill or promissory note the Customer shall nevertheless be obliged to furnish the bill or promissory note in respect of the undisputed sum. The term, bill or promissory note shall extend to any negotiable or non-negotiable instrument of debt or bill of exchange.
- (h) If any indebtedness is not paid on the due date and remains unpaid for 3 days after the receipt of a written notice demanding payment, or if the Customer ceases to carry on business, JMP without prejudice to any other rights which it may enjoy, may cancel the sale, retain all payments made by the Customer and recover possession of the goods/services already delivered/rendered, as set-off against JMP's pre-estimate of genuine damages suffered / expected to be suffered by it. The Customer hereby expressly and irrevocably confirms that JMP or its representative may enter the business premises of the Customer and be allowed all reasonable access without hindrance or delay for the purposes of recollecting such goods/services.
- (i) Until the purchase price of any goods has been paid in full, the Customer shall ensure that the goods are adequately insured against the usual risks and produce conclusive proof of such insurance whenever called on to do so by JMP.

4. PRICE

- (a) Unless another price has been quoted by JMP (which will then apply) the price of goods or services will be JMP's current price ruling on the date they are delivered or rendered to the Customer.
- (b) JMP may vary any quoted price by adding thereto the increased cost to it of any goods or components

or services which are supplied to or form a part of goods/services supplied to the Customer, resulting from any adverse fluctuation in the rate of exchange of the Namibia Dollar against applicable foreign currencies between the date of the quotation and the date of delivery.

5. DISCOUNTS

- (a) All invoice prices are strictly nett and not subject to any discount unless otherwise agreed to in writing.
- (b) If any discount is agreed to in writing, it shall only be allowed if payment is received by JMP by the due date and shall only apply to the actual price of the goods/services themselves.
- (c) No discount can be given on the official rate of G.S.T. or of A.S.L. or of V.A.T. or any other taxes, duties or charges.

6. DELIVERY

- (a) Delivery shall be completed when goods are off-loaded at their destination if goods are to be transported by means of JMP's vehicle; or when the goods are loaded if the goods are to be transported by the Customer or a carrier engaged (whether by JMP or the Customer) to transport the goods for the Customer. In the case of services, delivery shall be completed once the services have been rendered and are supplied to the Customer at JMP's or the Customer's or an involved and agreed third party's premises, as the case may be; if no delivery location is specified, services are rendered by JMP at its business premises.
- (b) Should JMP at the Customer's request agree to engage a carrier to transport the goods for the Customer then (i) JMP is authorised to engage a carrier on such terms and conditions as it deems fit, (ii) the Customer hereby indemnifies JMP against all demands and claims which may be made against it by the carrier so engaged and all liability which JMP may incur to the carrier arising out of the transportation of goods.
- (c) The risk in the goods/services shall pass to the Customer on delivery of goods/services to the Customer, or its agent or carrier referred to in sub-clause (b) above.
- (d) If the Customer fails to take delivery of goods/services on the delivery date (whether agreed to in advance or not) then (i) the risk shall immediately pass from JMP to the Customer with effect from the date JMP is ready to make delivery; (ii) the Customer shall refund to JMP on demand the reasonable costs (including storage and insurance) of keeping the goods/services during the period of that delay.
- (e) JMP shall be exempted from and shall not be liable under any circumstances for any complaints or claims for any alleged shortage or alleged failure of the goods/services to comply with the Customer's order unless written notice is received by JMP within 7 days after delivery of the goods/services to the Customer.
- (f) The signature of any employee or agent of the Customer which appears on JMP's official delivery note or waybill, or the delivery note of any authorised independent carrier, will constitute conclusive evidence of delivery of goods/services.
- (g) If more than one part-delivery is made then the provisions of clause 6 apply to each part-delivery.
- (h) Notwithstanding any other provision in documentation between Customer and JMP to the contrary, JMP's obligation to deliver the goods/services shall in all cases be subject to the following conditions of precedent:
 - (i) the availability to JMP of any materials and supplies required for the manufacturing of goods or the provision of services;
 - (ii) the timeous receipt by JMP of any instructions or materials (including drawings, samples, origination, specifications or proofs) required by JMP from the Customer for producing the goods or rendering the services to the Customer.
- (j) Time shall not be of the essence of this Agreement.

7. OWNERSHIP AND SET-OFF

Notwithstanding the delivery of any goods/services to the Customer, ownership shall not pass until JMP has received payment in full of all and any indebtedness of the Customer to JMP. In the event of JMP or any holding or subsidiary company of JMP becoming indebted to the Customer, JMP may set off such indebtedness against any amounts which may be or may become due by the Customer to JMP.

8. EXCLUSIONS

- (a) All specifications, illustrations, drawings, diagrams, price lists, dimensions, performance figures, advertisements, brochures and other technical data furnished by JMP in respect of goods/services, and whether in writing or not, are furnished only on the basis that they will not form part of the Agreement or be relied upon by the Customer for any purpose.
- (b) If any goods/services or any part of them are to be supplied, and are supplied, in accordance with specifications, measurements, or other instructions furnished by the Customer, the Customer shall not have any claim of any nature whatsoever against JMP –
 - (i) for any loss or damage sustained by the Customer as result of any error, discrepancy or defect in the Customer's specifications, measurements or other instructions;
 - (ii) if the goods/services in question are not suitable for the purpose for which they are required, whether those purposes are known to JMP or not.
- (c) JMP's liability to the Customer or any third party for any damages sustained by the Customer from any cause whatsoever, including any damages arising out of JMP's negligence or that of its servants, agents or sub-contractors, shall in any event and under all circumstances be limited to the replacement of goods/services which, at the date of delivery thereof are subject to a defect arising from defective materials or workmanship at JMP's premises.
- (d) JMP shall in no circumstances whatsoever be liable for any loss of profit or any damage, direct or indirect, consequential or otherwise, sustained by the Customer or any third party whether or not caused by JMP, its agents or employees.
- (e) JMP shall not be held responsible for delays in publications in as much this may affect any advertising campaign or advertiser.
- (f) Insofar as any of JMP's obligations under this Agreement are carried out by any of its servants, agents, sub-contractors, associates or subsidiaries, the provisions of sub-clauses (c), (d) and (e) above are stipulated for their benefit as well as JMP's and each of them shall be exempted accordingly.
- (g) The Customer or any third party shall not have any claim of any nature whatsoever against JMP for any failure by JMP to carry out any of its obligations as agreed between Customer and JMP from time to time, as a result of causes beyond JMP's control, including but without being limited to force majeure, any strike, lock-out, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor of JMP, riot, political or civil disturbance, the elements, any act of any State or Government, any delay in securing any permit, consent or approval required by JMP for the supply of goods/services to the Customer, or any other authority, or any other cause whatsoever beyond JMP's absolute and direct control.
- (h) Any samples, materials, origination or other materials supplied by the Customer to JMP will be held at the Customer's risk. JMP shall not be responsible for any loss or damage whatsoever to such materials, nor shall JMP be responsible for any direct or indirect or consequential loss which the Customer may suffer due to damage or loss of such materials.
- (i) Any by-product, intermediate product or aid (in particular, but not limited to standing/line type, data, texts, images and other information produced or processed and whether available on electronic media or otherwise) which JMP produces, processes or acquires in the course of delivering goods or rendering services to the Customer, will remain the sole and exclusive property of JMP. The Customer shall have no right to claim ownership or access to such by-products, intermediate products or aids. These stipulations will apply regardless of any general regulations/rules/guidelines made by trade associations,

chambers of commerce and/or industries or similar bodies in this respect and where JMP is not a signatory to such regulations/rules/guidelines.

- (j) JMP shall not be responsible for Customer's materials wasted in the production process to produce the ordered goods or to render the ordered services.
- (k) The Customer indemnifies JMP against any claims, costs, expenses and damages arising out of the infringement of copyright, patents, trademarks or design.

9. WARRANTY

All goods/services are sold as is ("*voetstoets*") and without any warranties whatsoever.

10. SUSPENSION OF JMP'S OBLIGATION

If any amount owed by the Customer to JMP is not paid on due date, then JMP may, without prejudice to any other right JMP may have, suspend any further work on goods/services for the Customer until the due payment is made.

11. CANCELLATION

- (a) JMP may cancel any work in progress or any uncompleted part of it if the Customer commits a breach of any of the terms or conditions of the Agreement; or, being an individual, dies or is provisionally or finally sequestrated or surrenders or makes application to surrender his estate; or, being a partnership, the partnership is terminated; or, being a company, is placed under a provisional or final order of liquidation or judicial management; or has a judgement recorded against it which remains unsatisfied for 7 days; or, compromises or attempts to compromise generally with any of the Customer's creditors.
- (b) JMP's rights in terms of sub-clause (a) above shall not be exhaustive and shall be in addition to common law rights and any other rights.
- (c) No relaxation which JMP may have permitted on any one occasion in regard to the carrying out of the Customer's obligations shall prejudice or be regarded as a waiver of JMP's rights to enforce those or any other obligations on any subsequent occasion.
- (d) Upon the cancellation of the contract for any reason whatever –
 - (i) all amounts then owed by the Customer to JMP shall become due and payable forthwith, and –
 - (ii) JMP may retake possession of goods/services in respect of which ownership has not passed.

12. CREDIT VERIFICATION:

The Customer hereby acknowledges and agrees that:

- (a) JMP may at any time and repeatedly carry out a credit check with respect to the Customer with one or more licensed credit bureaux which will retain a record of that search.
- (b) The existence of the Customer's account with JMP may be recorded by a credit bureau.
- (c) In the event that the Customer's account with JMP goes into default, relevant details will be recorded with a credit bureau. Such recorded information may be used by other lenders in assessing any applications for credit by the Customer (and members of its household, if the Customer is a natural person) and for occasional debt tracing and fraud prevention purposes.
- (d) Details of how the Customer manages its account with JMP may be recorded with a credit bureau and may be shared with other lenders for the purposes of assessing further applications for credit by the Customer (and members of its household, if the Customer is a natural person) and for occasional debt tracing and fraud prevention purposes.
- (e) The information retrieved by JMP from one or more credit bureaux may be used by JMP in assessing future credit applications by the Customer (and members of its household, if the Customer is a natural

person) and for occasional debt tracing and fraud prevention purposes.

13. JURISDICTION

- (a) JMP shall be entitled but not obliged to institute any proceedings against the Customer, arising out of this Agreement, for the Customer's full performance with respect to this Agreement, including balances outstanding and current purchases, in any magistrate's court having jurisdiction, to which jurisdiction the Customer hereby consents, notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of such magistrate's court. Further, the Customer agrees to be liable for all legal costs, including costs on the attorney-and-client scale and collection charges including tracing costs which may arise.
- (b) A certificate signed by any Director of JMP showing the amount due and owing by the Customer to JMP at any given time shall be conclusive proof of the facts therein stated for the purpose of all legal proceedings against the Customer for recovery of any indebtedness due by the Customer to JMP.

14. DOMICILIUM

JMP nominates its business address as set out in the head hereof as its *domicilium citandi et executandi* for service upon it of all notices and processes whether in connection with any claim or otherwise. The Customer nominates its business address as stated above on this Agreement as its *domicilium citandi et executandi* for service upon it of all notices and processes whether in connection with any claim or any sum due to JMP or otherwise.

15. RETURN OF GOODS/SERVICES

If in the exercise of its discretion JMP shall agree, at the request of the Customer, to accept the return of goods/services for credit, which goods/services are correctly supplied by JMP and not faulty or subject to any claim, then JMP shall be entitled without the necessity of any further agreement to claim from the Customer a handling charge of 10% of the invoice price of the goods/services so returned. Such return of goods/services will only be contemplated by JMP (in its absolute discretion) if the said goods/services are sellable to another client or interested party.

16. NO WAIVER

No extension of time or any other relaxation or indulgence granted by JMP to the Customer shall operate as or be deemed to be a waiver by JMP of any of its rights under this Agreement, or a new ruling on any of the terms and conditions of this Agreement.

17. CUSTOMER'S WARRANTY AND UNDERTAKING

The Customer hereby warrants that the details completed on this Agreement are true and correct in each and every respect and that save as disclosed to JMP in writing, the directors/partners/proprietors have never been insolvent or associated with any business failure and that none of the Customer's assets are in any way encumbered, and specifically that debtors are neither ceded not factored. The Customer undertakes to notify JMP in writing of any change of details shown in this Agreement, including change of ownership, name and address. Should the Customer be placed under voluntary/compulsory administration or provisional/final liquidation, or should its assets or creditors become encumbered, ceded, factored or compromised in any way, then the Customer will immediately notify JMP to this effect in writing.

18. INTERPRETATION

The headings in these conditions are for convenience only and are not to be taken into account for the purpose of interpreting the Agreement. Words importing any one gender include the other two genders and words in the singular include the plural.

19. LAW APPLICABLE

This Agreement is governed by the laws of the Republic of Namibia.