



STANDARD TERMS AND CONDITIONS

1 INTRODUCTION & RECORDALS

- 1.1 The terms and conditions contained in this document (the/these "**Terms**") shall apply to the supply of all Products and/or rendering of Services by AGRI-ALERT to and/or in favour of a CONSUMER.
- 1.2 Notwithstanding any representations made by AGRI-ALERT, the CONSUMER is and remains responsible to acquaint itself with the specific nature and features of the Products and/or Services.
- 1.3 The Products is a self-monitoring system, which subject to the Products being in a good working order and repair, failing which the Services and/or functionality of the Products will be affected.
- 1.4 AGRI-ALERT gives no guarantee to the CONSUMER that the purchasing, using, or utilising the Products and/or through the rendering of the services, that the CONSUMER will not endure any loss of livestock or any other asset that are being monitored by any Products and/or in relation to which the Services are rendered.
- 1.5 All other terms, conditions, warranties, guarantees and representations, whether express or implied and wherever set out are expressly excluded. All illustrations and descriptions in AGRI-ALERT's price lists, catalogues or sales literature are approximate and may not be relied on by the CONSUMER.

2 INTERPRETATION

- 2.1 In these Terms:
- 2.1.1 clause headings are for convenience only and are not to be used in its interpretation;
- 2.1.2 an expression which denotes:
- 2.1.2.1 any gender includes the other gender;
- 2.1.2.2 a natural person includes a juristic person and *vice versa*; and
- 2.1.2.3 the singular includes the plural and *vice versa*; and
- 2.1.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law.
- 2.2 In these Terms, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

- 2.2.1 "**AGRI-ALERT**" means **AGRI-ALERT PROPRIETARY LIMITED**, a company with limited liability registered in accordance with the company laws of South Africa, with registration number: 2001/016676/07;
- 2.2.2 "**Base Station Package**" means a self-monitoring system comprising of various Products, including but not limited to activity sensors, dummy sensors, GPS sensors, electronic sensing devices, temperature sensors, collars, antennas, base or reply stations, cables, wires, solar panels, solar panel brackets, tracking devices, batteries, enclosure of any other product, but in any event all or such portion of the aforesaid Products, as recorded in an Order;
- 2.2.3 "**Commencement Date**" means the 5th day after a Base Station Package has been installed;
- 2.2.4 "**CONSUMER**" means the person acquiring the Products, or any portion thereof and/or in favour of whom the Services is rendered;
- 2.2.5 "**Contract Term**" means, with reference to a Base Station Package, a period of 24 (twenty-four) months, calculated from the Commencement Date, subject to any period of renewal thereof or earlier cancellation as contemplated in clause 5.1.1;
- 2.2.6 "**Delivery Date**" means the date on which the Products, in question, is delivered to the CONSUMER, as contemplated in clause 4.2;
- 2.2.7 "**Good Industry Practice**" means those practices, methods, specifications and standards and the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected, from time to time, from a skilled, competent and experienced AGRI-ALERT and/or professional seeking in good faith to comply with its contractual obligations, complying with all Law and engaged in the same type of undertaking and under the same or similar circumstances and conditions as those envisaged by these Terms and Conditions;
- 2.2.8 "**Intellectual Property**" means rights in and to intellectual property of whatsoever nature, whether registered or not, including trade names, trademarks, trade mark applications, logos, designs, patents, copyright, software, manufacturing guidelines and know-how relating and/or attaching to the Products and/or Services;
- 2.2.9 "**Law**" includes the South African common law and any present or future constitution, decree, judgment,

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- legislation, authorisation, measure, requirement, order, ordinance, regulation, statute, treaty, directive, rule, guideline, licence, practice, concession, condition or request:
- 2.2.9.1 issued by any relevant authority, governmental body, agency or department or any regulatory, self-regulatory or other authority or agency; and/or
- 2.2.9.2 applicable to the rendering of the Services; and/or
- 2.2.9.3 governing any person that renders the Services.
- 2.2.10 **"month"** means a calendar month i.e. from the first day of any calendar month until the last day of the same calendar month and **"monthly"** has a similar meaning;
- 2.2.11 **"Monthly Subscription Fee"** means the monthly fee payable by the CONSUMER, equal to the amount stipulated in a Quotation and/or Order; subject to such annual escalations contemplated in clause 5.6;
- 2.2.12 **"Order"** means a quotation and/or tender accepted by the CONSUMER in terms of the provision of clause 3, alternatively a quotation and/or tender that becomes valid and binding between the Parties, in terms of the provisions of clause 3:
- 2.2.13 **"Parties"** means AGRI-ALERT and the CONSUMER and **"Party"** means either one of them as indicated by the context;
- 2.2.14 **"Payment Terms"** means the terms of payment of the Service Charges, as recorded in an Order;
- 2.2.15 **"Personnel"** mean any agent, employee, contractor or sub-contractor of AGRI-ALERT used to perform the Services;
- 2.2.16 **"Products"** means the products manufactured and/or supplied by AGRI-ALERT, from time to time;
- 2.2.17 **"Purchase Price"** means, with reference to any Products, the price against which AGRI-ALERT sells and/or supply the Products to the CONSUMER, being the cost and charges of Products, recorded in an Order;
- 2.2.18 **"Services"** means support services rendered by AGRI-ALERT in relation to a Base Station Package, including but not limited to the collection and capturing of data received from the Products, processing of such data, management of the enforced data as well as manual and/or automated notifications or communication to the CONSUMER, either verbal or in writing, generated through the data for purposes of reporting any abnormalities identified in the behavioural patterns of livestock or any other asset monitored through the Products;
- 2.2.19 **"Software"** means computer software and/or virtual applications used by AGRI-ALERT to render and/or perform the Services;
- 2.2.20 **"VAT"** means value-added tax levied in terms of the VAT Act;
- 2.2.21 **"VAT Act"** means the Value-added Tax Act, Act 89 of 1991, as amended or replaced, from time to time;
- 2.2.22 **"year"** means a period of 12 (*twelve*) consecutive months and **"annual/annually"** has a corresponding meaning;
- 2.2.23 **"Warranty Period"** means a period of 2 (*two*) years following the Delivery Date
- 2.2.24 **"website"** means www.agri-alert.co.za
- 2.3 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout these Terms.
- 2.4 Terms other than those defined within these Terms will be given their plain English meaning, and those terms, acronyms, and phrases known in the sector in which the Parties conduct business will be interpreted in accordance with their generally accepted meanings.
- 2.5 Reference to **"days"** shall be construed as calendar days, save that if the last day falls on a Saturday, Sunday or public holiday in South Africa, it shall be the first day thereafter.
- 2.6 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.7 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.8 Where it is required that a Party to use **"best endeavours"** in relation to an obligation, that Party shall do all things as are or may be necessary or desirable to comply with or satisfy that obligation unless the Parties agree that it is not reasonable to take the action or assume that obligation.
- 2.9 No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 3 **QUOTATIONS & ORDERS**
- 3.1 AGRI-ALERT will only supply and deliver Products or any portion thereof to the CONSUMER and/or render Services in favour of the CONSUMER, upon receipt of an accepted quotation and/or tender, issued by AGRI-ALERT to the CONSUMER to address the demand of the CONSUMER.
- 3.2 All quotations and/or tenders issued by AGRI-ALERT will be valid and binding for a period 10 (*ten*) business days and

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will only be deemed to have been accepted upon receipt of written acceptance of the quotation and/or tender in question.

3.3 AGRI-ALERT, at all times, has the sole discretion to issue a quotation, alternatively reserves the right to refuse to sell any Products to the CONSUMER and/or render Services in favour of the CONSUMER.

3.4 Any quotation and/or tender returned to AGRI-ALERT in which the CONSUMER made changes, constitute a counter offer and is subject to the approval of AGRI-ALERT in order to be and/or before it is valid and binding.

4 SUPPLY AND DELIVERY

4.1 Production and Supply:

4.1.1 AGRI-ALERT undertakes to use its best endeavours to supply and deliver the Products to the CONSUMER on or before the date recorded in an Order.

4.1.2 However, the aforesaid date is an anticipated date only and therefore subject to change and AGRI-ALERT gives no guarantee or undertaking that the Products will be supplied and/or delivered on or before the said date.

4.2 Delivery:

4.2.1 Delivery of the Products or any portion thereof will be tendered and effected, in accordance with the method recorded in an Order.

4.2.2 In the event delivery of the Products is required to be effected at the CONSUMER's address / nominated address, AGRI-ALERT will arrange for the necessary courier services; provided that the cost and expense will be for the account of the CONSUMER.

4.2.3 All risk of profit and loss attaching to the Products passes to the CONSUMER upon delivery thereof to the CONSUMER, as confirmed and/or supported in a delivery notice signed by the CONSUMER.

5 LICENSING AND SUBSCRIPTION FEES

If and where the CONSUMER acquires a Base Station Package:

5.1 Appointment & Term:

5.1.1 AGRI-ALERT shall, unless otherwise recorded in an Order, be deemed to be appointed by the CONSUMER to render the Services for the duration of a Contract Term; provided that such appointment may be terminated earlier:

5.1.1.1 in accordance with the provisions of clause 16; or

5.1.1.2 by either of the Parties addressing 60 (sixty) days' notice to such effect to the other Party.

5.1.2 AGRI-ALERT undertakes to, at least 3 (three) months but not more than 6 (six) months prior to the expiry of each Contract Term, notify the CONSUMER of the following:

5.1.2.1 date of expiry of the Contract Term concerned ("**Expiry Notice**"); and

5.1.2.2 any replacement options available to the CONSUMER in relation to the Products (if the Products is subject to replacement) concerned;

5.1.3 After receipt of the Expiry Notice, the CONSUMER must, prior to the termination of the Contract Term, advise AGRI-ALERT, in writing, whether he/she/it is desirous to replace any of the Products concerned. Failing the appointment of AGRI-ALERT to render the Services will automatically renew and extend the Contract Term on a month to month basis in which instance the CONSUMER is entitled to cancel same by addressing 1 (one) month's written notice to such effect to AGRI-ALERT.

5.1.4 If the CONSUMER replaces any of the Products during a Contract Term, such Products will not affect the Contract Term concerned, unless such replacements constitute the replacement of the Base Station package, in which instance a new Contract Term will be deemed to have commenced on the Date of Delivery of the Products, in question.

5.1.5 As far as the Services include the use of the Software, the CONSUMER will be deemed to be a licenced user of the Software, for the duration of the Contract Term.

5.2 Monthly Subscription Fee:

5.2.1 AGRI-ALERT shall, in consideration for the Services rendered, be entitled to charge and levy the Monthly Subscription Fee.

5.2.2 The Monthly Subscription Fee is subject to an annual increase to be effected annually on the 1st day of March of each and every year; provided that AGRI-ALERT shall, deliver written notice of annual increases to the CONSUMER, at least 90 (*ninety*) days but not more than 120 (*one hundred and twenty*) days prior to the implementation thereof.

5.2.3 AGRI-ALERT reserves the right to, without prejudice to its other rights and remedies, suspend the performance and/or rendering of Services for as long as the

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CONSUMER is in breach with payment of the Monthly Subscription Fee.

5.3 Service Delivery:

In providing the Services, AGRI-ALERT undertakes to *(without limiting any other obligation under these Terms)*:

- 5.3.1 comply with all Law;
- 5.3.2 undertake the Services in accordance with Good Industry Practice;
- 5.3.3 act in good faith at all times towards the CONSUMER;
- 5.3.4 ensure that any goods supplied as part of the Services are fit for purpose and of merchantable quality;
- 5.3.5 insofar as the Services are performed on the CONSUMER's premises, comply with any reasonable site requirements of the CONSUMER, including any safety and management plans, occupational health and safety requirements and environmental requirements and ensure that any area occupied by AGRI-ALERT is left in a safe, secure and clean condition.

6 DUTIES OF CONSUMER

- 6.1 It is the sole responsibility of the CONSUMER to determine that the Products and/or Services are suitable for the purposes of intended use, and AGRI-ALERT gives no guarantees in this regard.
- 6.2 It is the sole responsibility of the CONSUMER to, at his/her/its own cost and expense, supply and erect all infrastructure (including but not limited to tower and/or mast) required for the installation and/or functioning of the Products and/or the rendering of the Services and is and remains responsible to keep same in a good working order and condition.
- 6.3 Without derogating from the provisions above, the CONSUMER is and remains responsible to maintain the Products and verify the functionality of the Products during the duration of the Contract Term.
- 6.4 The CONSUMER is responsible for the functionality testing of the Products and to submit feedback to AGRI-ALERT regarding the testing.
- 6.5 If the CONSUMER fails to attend the testing and/or to carry out any tests or inspections, AGRI-ALERT shall accept that the CONSUMER is satisfied with the functionality of the Products and/or that the Products is in a state of good working order.

7 AGRI-ALERT'S OBLIGATIONS

- 7.1 As far as provided and catered for in the Monthly Subscription Fee, AGRI-ALERT is solely responsible for providing all superintendence, labour, materials, tools,

Products and all other things, whether of a temporary or permanent nature, and obtaining all consents and authorisations required to provide the Services.

- 7.2 AGRI-ALERT assumes sole responsibility for the actions of its Personnel in performing the Services and shall be solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits and the like.

8 FEES AND DISBURSEMENTS

8.1 Invoicing

- 8.1.1 AGRI-ALERT shall, on a monthly basis, issue an invoice to the CONSUMER, in Rand, in respect of all amounts due and payable by the CONSUMER, at such time, either in respect of the Monthly Subscription Fee or the Purchase Price.
- 8.1.2 Any failure by AGRI-ALERT to issue an invoice on a monthly basis and/or to include all cost and/or charges and/or disbursement accrued in the month concerned shall not prejudice the rights of AGRI-ALERT to invoice such cost and/or charges and/or disbursement at a later stage and/or to recover same from the CONSUMER.

8.2 Disbursements

- 8.2.1 In addition to the Purchase Price and/or Monthly Subscription Fee the CONSUMER shall be liable to reimburse AGRI-ALERT for all cost and expenses incurred by AGRI-ALERT in favour of the CONSUMER; provided that AGRI-ALERT shall only be entitled to incur such disbursements subject to the approval of the CONSUMER. ("**disbursements**").
- 8.2.2 Where AGRI-ALERT is to be reimbursed for any disbursements, AGRI-ALERT must make the relevant accounts and records available for audit by the CONSUMER if required by the CONSUMER in order to verify the amounts of the disbursements concerned.

8.3 Payment Terms:

- 8.3.1 The CONSUMER shall make payment to AGRI-ALERT within 30 (*thirty*) days from date of receipt of:
 - 8.3.1.1 each and every invoice issued by AGRI-ALERT; and
 - 8.3.1.2 the disbursements to be refunded to AGRI-ALERT.
- 8.3.2 All payment to be made by the CONSUMER shall:

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- 8.3.2.1 be paid in Rand (R) or such other currency as agreed to between the Parties;
- 8.3.2.2 be without bank charges or set off or deduction;
- 8.3.2.3 be made by electronic transfer;
- 8.3.2.4 be made at such place or places as AGRI-ALERT may indicate in writing or stipulate on the invoice concerned;
- 8.3.2.5 first be utilized in settlement of interest and/or other cost that accrued, whereafter the balance, if any, will be utilized in settlement or partial settlement of Purchase Prices and/or Monthly Service Fees.

8.4 Disputed Invoices:

If the CONSUMER reasonably disputes, in good faith its obligation to pay part or all of an invoice submitted by AGRI-ALERT, either in relation to Purchase Prices and/or Monthly Subscription Fees and/or disbursements, then the CONSUMER shall not be entitled to withhold the disputed amount, but will pay same to AGRI-ALERT and AGRI-ALERT will thereafter make a refund to the CONSUMER of any amount paid in excess or declared upon the adjudication of the dispute concerned.

8.5 Penalty for overdue payment

If any amount remains unpaid for a period of 30 (*thirty*) days, whether or not formal demand has been made, the CONSUMER will, in addition to the amount invoiced, pay interest on the overdue amount against a rate of 2% (*two percent*) per annum above the base rate from time to time of First National Bank Limited calculated from the due date for payment until payment was made in full.

9 VAT

- 9.1 All Purchase Prices and/or Monthly Subscription Fees are, unless otherwise stated and/or provided for, stated exclusive of VAT.
- 9.2 In the event AGRI-ALERT registered as a vendor for VAT:
 - 9.2.1 the CONSUMER shall pay the VAT amount which results from the taxable supply in connection with the supply of the Products and/or rendering of the Services; and
 - 9.2.2 the invoice to be issued by AGRI-ALERT shall be a VAT invoice, that complies with the provisions of the VAT Act.

10 STATUS OF RELATIONSHIP BETWEEN PARTIES

- 10.1 The appointment of AGRI-ALERT to supply the Products and/or render the Services is that of an independent contractor and supplier.
- 10.2 Nothing contained in these Terms shall authorize or empower AGRI-ALERT to enter into any contracts or other commitments on behalf of the CONSUMER and/or to bind the CONSUMER in any way whatsoever, unless such commitments form part of the Services and/or AGRI-ALERT holds specific mandate to such effect from the CONSUMER.

11 SUB-CONTRACTING

- 11.1 AGRI-ALERT shall be entitled to sub-contract any of the Services without the prior written consent of the CONSUMER being required.
- 11.2 No agreement entered into with a sub-contractor, shall release AGRI-ALERT from any of its obligations in these Terms.
- 11.3 AGRI-ALERT shall be responsible for the acts and omissions of its Personnel as fully as if they were the acts and omissions of AGRI-ALERT.
- 11.4 AGRI-ALERT shall procure the inclusion of appropriate conditions in all material contracts entered into with sub-contractors so as to ensure that:
 - 11.4.1 the sub-contracted works are completed in accordance with the requirements of these Terms; and
 - 11.4.2 adequate contractual protection, recourse and security, in the form of warranties and guarantees from the sub-contractor, related to the performance by the sub-contractor of its obligations in terms of the relevant sub-contract agreement, are provided for.

12 WARRANTIES

- 12.1 AGRI-ALERT hereby warrants that:
 - 12.1.1 it has the means and expertise with which to execute the Services;
 - 12.1.2 the Services will be rendered in accordance with the requirements of these Terms;
 - 12.1.3 the execution of the Services do not and will not result in the breach of:
 - 12.1.3.1 the terms of or constitute default under any agreement or undertaking (*whether verbal or written*) or any instrument to which AGRI-ALERT may be affected or bound; or
 - 12.1.3.2 any order, writ, rule, regulation, injunction or decree of any court or Government Agency or any Law

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applicable to AGRI-ALERT by which AGRI-ALERT may be bound.

- 12.2 All Products is subject to a 24 (twenty-four) month warranty from the date of first purchase. If any Products fails or malfunctions within the said 24 (twenty-four) months, AGRI-ALERT will repair or replace it under the following conditions as stipulated in clauses 12.2 to 12.5. It is under the sole discretion of AGRI-ALERT to determine whether to repair or replace Products under warranty.
- 12.3 Faulty Products must first be returned to AGRI-ALERT before it can be repaired or replaced.
- 12.4 In exceptional cases where AGRI-ALERT replace Products before the CONSUMER returns the faulty Products to AGRI-ALERT, a written agreement MUST be completed between the CONSUMER and AGRI-ALERT that stipulates the terms and conditions of the transaction.
- 12.5 FACTORS and ASPECTS that are not covered by the PRODUCTS warranty are lightning damage, fire damage, physical damage, missing or stolen Products or premature failure due to battery capacity depletion that can be contributed to incorrect settings on the Products set by the CONSUMER or requested by the CONSUMER.
- 12.6 All courier, shipment or collection cost regarding replacement Products to and from AGRI-ALERT are for the bill of the CONSUMER and be deemed to constitute a disbursement.

- 13 **INSURANCE & RISK**
- 13.1 All risk of damage to, destruction or theft of any of the Products, is for the account of the CONSUMER and the CONSUMER must make its own arrangements for safeguarding the Products and/or to cover it for any loss or damage.
- 13.2 The full risk of damage, destruction or theft rests with the CONSUMER and the CONSUMER shall be liable to replace, at his/her/its own cost, any damaged, destroyed or stolen Products
- 13.3 Failure by the CONSUMER to replace the Products or any portion thereof shall not affect or suspend the CONSUMER's responsibility towards AGRI-ALERT and/or affect or suspend any of the CONSUMER's duties and/or responsibilities towards AGRI-ALERT.
- 13.4 Loss and/or damage of the Products will not constitute cancellation of the agreement between the Parties and/or constitute a cancellation of the Contract Term.

- 14 **INTELLECTUAL PROPERTY**
- 14.1 Notwithstanding any other provision of these Terms, AGRI-ALERT shall be and remain the sole owner of any Intellectual Property, including any technology or process,

owned by it prior to the Date of Delivery or thereafter, and any Intellectual Property, including any technology or process, developed or invented during the performance of the Services shall be the sole property of AGRI-ALERT.

15 **POPI**

- 15.1 **"POPI"** means the Protection of Personal Information Act, No 4 of 2013, as amended from time to time, including any regulations and/or code of conduct made under the Act.
- 15.2 **"Privacy and Data Protection Conditions"** shall mean the 8 (*eight*) statutory prescribed conditions for the lawful processing of Personal Information which is entered into a record and such conditions as are listed in Section 4(1) of POPI and are dealt with in detail in Part A of Chapter 3 of POPI.
- 15.3 The Parties shall fully comply with the statutory obligations contained in POPI when processing Personal Information exposed to during the course of its Services, which includes but is not limited to information relating to employees, customers and AGRI-ALERT.
- 15.4 The CONSUMER hereby consents to the use of all data captured by AGRI-ALERT for purposes of the execution and performance of the Services.

16 **BREACH**

- 16.1 Should any of the Parties ("**the Defaulting Party**"), commit any material breach of any term, condition, undertaking or representation contained in these Terms and:
 - 16.1.1 should such breach be incapable of being remedied; or
 - 16.1.2 should such breach be capable of being remedied, and should the Defaulting Party fail to remedy such breach within 14 (*fourteen*) days after receipt of a written notice to that effect from the non-Defaulting Party requiring the breach to be remedied,

then the non-Defaulting Party shall be entitled, without prejudice to any other rights which it may have in terms of the Agreement or at law, either:

 - 16.1.3 to claim payment of an amount equal to the extent of the damage resulting to the non-Defaulting Party from such breach; or
 - 16.1.4 to claim specific performance of the Defaulting Party's obligations in terms of these Terms.

- 16.2 Notwithstanding anything to the contrary herein contained, the non-Defaulting Party shall not be obliged to perform any obligation or pay any amount to the Defaulting Party at any time whilst the Defaulting Party is in breach of this

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Agreement and the date for performance of any obligation or payment of any such amount by the non-Defaulting Party shall be extended from the due date until the date upon which the Defaulting Party remedies the breach in question.

reasonable in the circumstances due to the nature of the relationship between the Parties.

17 EFFECT OF TERMINATION

Termination or expiry of the Contract Term, for any reason, does not affect any rights of AGRI ALERT against the CONSUMER, which arose prior to the time at which such termination or expiry occurred, or the rights of AGRI ALERT to any outstanding payments.

19 JURISDICTION

The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg for any proceedings arising out of or in connection with these Terms.

18 ADJUDICATION OF DISPUTES

18.1 Should any dispute or disagreement arise between any of the Parties ("**dispute**"), then in such event the Parties shall use its best endeavours to resolve the dispute by means of informal negotiation.

20 NOTICES AND DOMICILIA

20.1 All notices to be given or required to be given in terms of these Terms will be in writing and will:

18.2 This entails that:

20.1.1 if delivered by hand during business hours, be rebuttably presumed to have been received on the date of delivery; any notice delivered after business hours or on a day which is not a business day will be rebuttably presumed to have been received on the following business day; and

18.2.1 all disputes will firstly be referred to the respective Chief Executive Officers ("**CEOs**") (or *their delegated nominees*) of the Parties as at the time of the dispute; and

20.1.2 if sent by email during business hours, be rebuttably presumed to have been received on the date of successful transmission of the email; any email sent after business hours or on a day which is not a business day will rebuttably be presumed to have been received on the following business day.

18.2.2 the Parties' respective CEO's (or *their delegated nominees*) will attempt to resolve the dispute within a period of 20 (*twenty*) business days or such later date as agreed to by the CEO's, after the dispute was referred to them or was called for by either of the Parties.

20.2 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause 20.

18.3 Any dispute which is not resolved between the Parties' respective CEO's (or *their delegated nominees*) in terms of clause 18.1, will be deemed to constitute a dispute that will not be resolved by means of informal negotiations.

21 MISCELLANEOUS MATTERS

18.4 Notwithstanding anything to the contrary in this clause 18:

21.1 Variation, cancellation and waiver

AGRI-ALERT is entitled to amend these Terms, subject to delivering written notice, of at least 90 (ninety) days, to the CONSUMER, notifying the CONSUMER that the amendments will become binding and/or enforceable upon a date after expiry of the said 90 (ninety) day period.

18.4.1 any Party shall be entitled to apply for, and if successful, be granted, an interdict or other interim and/or urgent relief from any competent court having jurisdiction; and

18.4.2 AGRI-ALERT shall not be required to comply with the provisions of this clause 18 prior to commencing with legal proceedings to recover any amount due and owing to it by the CONSUMER.

21.2 Indulgences

The grant of any indulgence, extension of time or relaxation of any provision by a Party shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

18.5 The provisions of this clause 18 does not prejudice the rights of any Party, to claim for specific performance and/or cancellation of this Agreement as contemplated in clause 16. It merely makes provision for an informal attempt to adjudicate a dispute, in instances where same may be

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21.3 **Applicable law**

These Terms is to be governed, interpreted, and implemented in accordance with the laws of South Africa.

21.4 **Costs**

Any costs, including all legal costs on an attorney and own CONSUMER basis and VAT, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

21.5 **Good faith**

The Parties shall at all times act in good faith towards each other and shall not bring any of the other Parties into disrepute.

21.6 **Co-operation**

Each of the Parties undertakes at all times to do all such things, perform all such acts and take all such steps, and to procure the doing of all such things, within its power and control, as may be open to it and necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

21.7 **Entire contract**

These Terms contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and supersedes and novates in its entirety any previous understandings or agreements between the Parties in respect thereof, and the Parties waive the right to rely on any alleged provision not expressly contained in these Terms.