

## GENERAL CONDITIONS OF CONTRACT - SALE OF EQUIPMENT ONLY (v2)

### 1. INTERPRETATION

- 1.1. In these Conditions:-
  - 1.1.1. clause headings are for convenience only and are not to be used in its interpretation;
  - 1.1.2. an expression which denotes -
    - 1.1.2.1. any gender includes the other genders;
    - 1.1.2.2. a natural person includes a juristic person and *vice versa*; and
    - 1.1.2.3. the singular includes the plural and *vice versa*;
  - 1.2. In these Conditions, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:-
    - 1.2.1. "Speed Structures" means Speed Structures CC, registration number 2005/118043/23, trading as Speed Structures;
    - 1.2.2. the "Customer" means the person/entity identified as such in item 1 upon the Contract Schedule;
    - 1.2.3. the "Parties" means Speed Structures and the Customer and shall include, where applicable or appropriate, a reference to either of them;
    - 1.2.4. the "Equipment" means the goods identified in item 3 upon the Contract Schedule and shall include, where applicable or appropriate, a reference to any components thereof;
    - 1.2.5. the "Imported Components" means the aluminium components and/or fabric used by Speed Structures;
    - 1.2.6. "Quotation" means any applicable quotation for the Equipment or any portion thereof given by Speed Structures to the Customer;
    - 1.2.7. the "Contract Schedule" means the contract schedule overleaf or otherwise linked to these Conditions;
    - 1.2.8. "Statutory Approvals" means any approval required in terms of any statute, regulation, ordinance and/or rule applicable in relation to the Equipment and/or the erection and use of the Equipment;
    - 1.2.9. "Manual" means any manual and other document issued by Speed Structures dealing with matters relating to the erection, use and/or maintenance of the Equipment or any aspect thereof;
    - 1.2.10. "Agreement" means any agreement between the Parties relating to the Equipment envisaged in the Contract Schedule;
    - 1.2.11. the "Premises" means the business premises of Speed Structures reflected on the Contract Schedule or such other address as Speed Structures may choose in place thereof from time to time by notice in writing to the Customer.
  - 1.3. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 1 or elsewhere in these Conditions, shall be given effect to as if it were a substantive provision in the body of these Conditions.
  - 1.4. 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 Conditions.
  - 1.5. Subject to clauses 1.7 and 1.14, defined terms appearing in these Conditions in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
  - 1.6. A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
  - 1.7. Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time.
  - 1.8. 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.
  - 1.9. 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.
  - 1.10. 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.
  - 1.11. The expiration or termination of these Conditions shall not affect such of the provisions of these Conditions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
  - 1.12. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
  - 1.13. Any reference in these Conditions to "these Conditions" or any other agreement or document shall be construed as a reference to these Conditions or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
  - 1.14. These Conditions incorporate the Contract Schedule and any annexures thereto, which Contract Schedule and annexures shall have the same force and effect as if set out in the body of these Conditions. In these Conditions the words "clause" or "clauses" and "annexure" or "annexures" refer to clauses of and annexures to these Conditions and/or the Contract Schedule.
  - 1.15. In the event that no Contract Schedule has been executed the details concerning the Customer, Equipment and any other matter relevant to the Agreement will be extracted from other relevant written communications exchanged between the Parties.

### 2. APPLICATION

- 2.1. These Conditions shall apply to agreements in terms whereof Speed Structures sells Equipment to the exclusion of all other terms and/or conditions save for those contained in a written document duly signed on behalf of Speed Structures, in which event such additional terms and/or conditions shall only be applicable to the specific agreement to which they relate.
- 2.2. These Conditions may only be waived in a written document signed by the managing member of Speed Structures or any person authorised by him in writing to do so.
- 2.3. It is specifically recorded that Speed Structures has separate conditions relating to the sale of Equipment which incorporate services to be rendered in relation thereto, and in respect of rental contracts.

### 3. QUOTATIONS AND ORDERS

- 3.1. A quotation issued on behalf of Speed Structures shall not constitute a contractual offer by it.
- 3.2. Speed Structures shall be entitled to withdraw, alter, amend and/or add to any quotation given by it or on its behalf.
- 3.3. An acceptance by the Customer of a quotation, whether conditionally or unconditionally, shall be an offer by the Customer to acquire the Equipment forming the subject matter thereof.
- 3.4. No binding contract shall come into existence until Speed Structures issues a written acceptance of the offer/order to the Customer or (if earlier) Speed Structures delivers or tenders delivery of the Equipment forming the subject matter of the offer/order, or a material aspect thereof.

### 4. PRICES

- 4.1. Unless otherwise expressly stipulated in writing the prices quoted for Equipment do not include:-
  - 4.1.1. Value Added Tax;
  - 4.1.2. fluctuations in the exchange rate between the United States Dollar (or such other currency as may be specified in item 4 of the Contract Schedule) and the South African Rand in relation to the Imported Components which have the impact of increasing the price of Imported Components to Speed Structures;
  - 4.1.3. insurance;
  - 4.1.4. loading, unloading and carriage;

- 4.1.5. special packaging;
- 4.1.6. any service linked to the transportation of the Equipment;
- 4.1.7. compliance with any statutory and/or regulatory requirements linked to the erection and/or use of the Equipment;
- 4.1.8. any foundations or similar support/stabilising structures that may be required;
- 4.1.9. any change in customs duty (or any like duty, levy and/or tax) after the date of Quotation which will impact on the cost of the Equipment or any part thereof by increasing the same. If any such duties reduce or cease to apply, the price will not change;
- 4.1.10. any additional facts and/or circumstances identified on the quote or in any written communications from Speed Structures linked thereto;
- 4.1.11. any variations to the Equipment;
- 4.1.12. any additional costs linked to any force majeure event described in clause 12 below.
- 4.2. If Speed Structures supplies or deals with any of the matters described in 4.1.3 – 4.1.12 above and/or if there is an exchange rate fluctuation, Speed Structures shall be entitled, in addition to the price agreed to between the Parties, to charge and recover from the Customer upon demand the direct and indirect costs or a reasonable charge in respect thereof, whichever shall be the greater.

### 5. TERMS OF PAYMENT

- 5.1. The purchase consideration for the Equipment shall become payable as follows:
  - 5.1.1. 70% (seventy percent) forthwith upon acceptance of an offer/order;
  - 5.1.2. the balance of 30% (thirty percent) payable 48hrs prior to delivery of the Equipment or upon the tender of the delivery of the Equipment if the taking of delivery is frustrated, refused or delayed for any reason whatsoever other than solely as a result of breach or default by Speed Structures.
- 5.2. All payments to be made in terms hereof shall be made by way of electronic transfer into the account of Speed Structures specified on the Contract Schedule and, failing a Contract Schedule, nominated by Speed Structures in writing.
- 5.3. The Customer shall not withhold, defer or make any deduction from any payment due to Speed Structures, whether or not Speed Structures is indebted to the Customer or in breach of any obligation under any agreement.
- 5.4. The Customer shall be liable for interest on all overdue amounts payable in terms hereof at a rate 2% (two percent) higher than the prime overdraft rate per annum of First National Bank, a division of FirstRand Bank Limited, reckoned from the due date of such amount until it is paid. Time for payment shall be of the essence and the failure to timely pay will entitle Speed Structures, without prejudice to any of its other rights and remedies and in particular without prejudice to the rights and remedies referred to in clause 13 below, to:
  - 5.5.1. claim damages;
  - 5.5.2. accelerate payment of any other amount which may become due and payable under and by virtue of the Agreement;
  - 5.5.3. suspend the performance of any further obligations under and by virtue of the Agreement until such time as the applicable payment/s (including any accelerated payment) has/have been made; and/or
  - 5.5.4. withdraw any performance already made (if the breach is remedied Speed Structures shall be entitled to claim all costs, damages and expenses linked to and/or relating to the exercise of any remedy in terms of this clause, which amount shall be payable upon demand and in any event before Speed Structures shall be obliged to further perform its obligations).

### 6. DELIVERY AND PASSING OF RISK

- 6.1. The Parties agree that delivery shall take place at the Premises.
- 6.2. The Equipment shall be deemed to have been delivered when Speed Structures places the Equipment at the disposal of the Customer for collection at the Premises.
- 6.3. Any delivery dates given by Speed Structures are intended to be estimates only and time for the delivery of the Equipment shall not be made of the essence. Late delivery shall not be a ground to:
  - 6.3.1. claim any damages;
  - 6.3.2. cancel the Agreement.
- 6.4. In the event that the Customer is unable or unwilling to accept delivery of the Equipment (when it is ready for delivery) or Speed Structures is unable to deliver the Equipment because the Customer has not provided any appropriate instructions in relation thereto:
  - 6.4.1. the risk in and to the Equipment shall pass to the Customer;
  - 6.4.2. the Equipment shall be deemed to have been delivered;
  - 6.4.3. Speed Structures shall be entitled to store the Equipment until actual delivery, in which case the Customer will be liable for all costs (whether direct or indirect) relating to handling, storage and insurance, which shall become payable prior to any further performance by Speed Structures. Speed Structures shall be entitled to charge a reasonable fee (determined by it) in respect of the storage of the Equipment if it stores the same at the Premises; and
  - 6.4.4. Speed Structures shall be entitled to exercise any other remedy for breach of contract available to it in terms hereof.

### 7. RISK AND OWNERSHIP

- 7.1. The risk in and to the Equipment shall pass to the Customer forthwith upon delivery or deemed delivery thereof as envisaged in terms of these Conditions.
- 7.2. Ownership of the Equipment shall pass to the Customer forthwith upon payment of all amounts due by the Customer to Speed Structures in terms of the Agreement and hereof.
- 7.3. Until ownership of the Equipment passes to the Customer in terms hereof the Customer shall (if in possession thereof):
  - 7.3.1. hold the Equipment on behalf of Speed Structures;
  - 7.3.2. store the Equipment (at no cost to Speed Structures) separately from all other goods in such a way that they remain readily identifiable as Speed Structures property;
  - 7.3.3. not destroy, deface or obscure any identifying mark or packing on or relating to the Equipment;
  - 7.3.4. maintain the Equipment in a good condition;
  - 7.3.5. insure the Equipment for its full price against all risks to the reasonable satisfaction of Speed Structures and upon Speed Structures' request produce the policy of insurance and proof of payment of any premium in respect thereof;
  - 7.3.6. note Speed Structures' interest in the Equipment in any such policy;
  - 7.3.7. procure that any amount paid by the insurer, be paid into the trust account of an attorney nominated by Speed Structures;
  - 7.3.8. give the owner of the land upon which the Equipment is stored written notice of Speed Structures' ownership thereof and furnish Speed Structures with proof of such notification.
- 7.4. The Customer shall not be entitled to remove, relocate, sell, encumber or part with possession of the Equipment or any part thereof until:
  - 7.4.1. all amounts due in terms of the Agreement and in terms hereof have been paid; and
  - 7.4.2. ownership of the Equipment has passed to the Customer.
- 7.5. Speed Structures shall be entitled to recover payment in respect of the Equipment and any other amount due in terms hereof notwithstanding that ownership of the Equipment has not passed to the Customer.
- 7.6. Until such time as ownership of the Equipment has passed to the Customer the Customer grants Speed Structures, its agents and employees an irrevocable right at any time to enter any premises where the Equipment is or may be stored in order to inspect the Equipment, take any steps to preserve, secure or note the ownership of the Equipment, and, where the Customer's right to possession has terminated, to recover the Equipment. In the event of any dispute Speed Structures shall be entitled to take possession of the Equipment or any part thereof pending the final outcome of any legal proceedings in respect thereof. During the period of any such dispute the Customer shall not be entitled to use the Equipment or any part thereof.
- 7.7. The Parties agree that the Equipment shall remain movable until such time as all amounts in respect of the Equipment have been paid.

## 8. SIZE, SPECIFICATIONS AND SAMPLES

- 8.1. Speed Structures will make reasonable endeavours to procure that:
- 8.1.1. the Equipment is manufactured to correct sizes (slight variations in size may occur);
- 8.1.2. consistency is maintained in colour (variations from colour samples may occur);
- 8.1.3. material is supplied in accordance with the quality of any samples submitted or quoted upon.
- and Speed Structures will not be liable to the Customer for any variations and inconsistencies provided that the same are within a reasonable margin.
- 8.2. Due to the nature of the Equipment Speed Structures shall not under any circumstances be liable to the Customer for any inherent tendency of fabrics to shade under the effect of sunlight or to lose colour by soiling and/or in the event that they are exposed to any chemical compound and/or not maintained and cared for properly.
- 8.3. Speed Structures shall not be liable to the Customer for the life of fabrics supplied, colour fastness of fabrics or for any biological or atmospheric degradation of such materials and/or the failure to comply with any aspect of the Manual or good trade practises relating to the maintenance, use and storage of the Equipment.

## 9. ACCEPTANCE OF EQUIPMENT

- 9.1. Forthwith at the time of delivery of the Equipment the Customer shall notify Speed Structures and the contractor making delivery (if any), in writing, of:
- 9.1.1. any visible defect in the Equipment or any part thereof;
- 9.1.2. any short delivery or wrongful delivery of the Equipment or any component thereof.
- 9.2. Upon taking delivery the Customer shall be deemed to have accepted that:
- 9.2.1. all the Equipment has been supplied in good order and condition in accordance with the Agreement; and
- 9.2.2. the Customer shall have no claims in respect thereof save for latent defects.
- 9.3. If a latent defect is detected the Customer shall immediately notify Speed Structures thereof in writing. Without limiting the disclaimers and exclusions in these Conditions Speed Structures shall only be liable for any latent defects which arise and are reported in writing within 30 (thirty) days after delivery or deemed delivery of the Equipment.
- 9.4. In the event that valid notice in terms of clause 9.2, 9.3 or 9.4 has been given, and subject to the further terms hereof, Speed Structures shall at its election repair or replace any part of the Equipment or Speed Structures may refund the price of the applicable Equipment pro rata to what it considers the fair and reasonable costs to remedy the defect. Where Equipment is repaired or replaced under this clause, the Equipment will be deemed to have been delivered/performed at the same time as the original Equipment was delivered. If any supplier or contractor of Speed Structures is liable for any defect, Speed Structures shall be entitled, in full and final settlement of its obligations, to cede any warranty, guarantee or claim it may have against the respective supplier or contractor in respect thereof and shall render reasonable assistance to the Customer to pursue such a claim. Nothing in this clause shall be interpreted as placing an obligation on Speed Structures to institute legal proceedings against a supplier and/or contractor.
- 9.5. Speed Structures shall not be liable to the Customer under any circumstances in the event that the Customer:
- 9.5.1. does not utilise, care for and maintain the Equipment in the manner suggested in the Manual;
- 9.5.2. utilises the defective Equipment;
- 9.5.3. alters, repairs or makes any change to the Equipment without the prior written consent of Speed Structures;
- 9.5.4. does not follow Speed Structures written instructions relating to the storage, installation, commissioning, maintenance, care for and/or use of the Equipment, or, if there are none, or if the same are incomplete, good trade practices.
- 9.6. In the event that the Equipment or any part thereof (subject to a claim in terms hereof) has been removed from the Premises the Customer shall be obliged, at the request of Speed Structures, to return the Equipment or any part thereof claimed to be defective to the Premises at its cost and expense so that Speed Structures can inspect the same and make an election in relation thereto as envisaged in this clause.
- 9.7. In the event that the Customer does not do so within 7 (seven) days after a request as envisaged in 9.6, any claim the Customer may have against Speed Structures in respect of the alleged defect, shall no longer be capable of enforcement.

## 10. EXCLUSION AND LIMITATION OF LIABILITY AND INDEMNITY

- 10.1. The Customer shall have no claim in damages against Speed Structures and may not withhold or delay any payment due to Speed Structures by reason, directly or indirectly, of:
- 10.1.1. a breach by Speed Structures of any of its obligations under any Agreement or these Conditions;
- 10.1.2. any act or omission of Speed Structures or any agent, servant, contractor, sub-contractor or representative of Speed Structures, whether or not negligent (excluding gross negligence) or otherwise actionable at law;
- 10.1.3. any characteristics of, the condition, state of repair and/or performance of the Equipment;
- 10.1.4. any failure of the Equipment or any part thereof;
- 10.1.5. any breakdown of the Equipment or any part thereof;
- 10.1.6. any interruption of or interference with the enjoyment or beneficial use of the Equipment or any part thereof; and/or
- 10.1.7. any other event or circumstances whatsoever occurring, or failing to occur, upon, in or about the Equipment or the property upon which the Equipment may be held or erected, whether or not Speed Structures could otherwise have been held liable for such occurrence or failure; and the Customer indemnifies Speed Structures against all liability as to any directors, members, shareholders, agents, customers, servants, guests, patrons or other invitees of the Customer and/or any person utilising the Equipment, and all other persons who own, use and/or may enter upon any site upon which the Equipment or any part/s thereof may be situated from time to time, in consequence of any matter as is referred to in sub-clause 10.1.1 – 10.1.7 above.
- 10.2. Speed Structures shall not, however, be excused from specific performance of its obligations under these Conditions and/or the Agreement and in particular its obligation to supply the Equipment.
- 10.3. Speed Structures does not warrant that the Equipment will be suited for the purposes of the Customer or that the Customer and/or any person or entity associated with it will be granted any statutory approval, licence or consent which may be necessary to utilise the Equipment.
- 10.4. Subject to the provisions of this clause and without extending the liability of Speed Structures in terms hereof, its maximum liability under and by virtue of any claim in damages and/or otherwise shall be an amount equivalent to the value of the Equipment forming the subject matter of the applicable Agreement and/or the claim under consideration, whichever is the lower.

## 11. WARRANTY

- 11.1. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any agreement concluded between the Parties.
- 11.2. Notwithstanding the above Speed Structures shall cede/transfer its right, title and interest in and to any warranty claim against any supplier of any component of the Equipment and/or its claim against any contractor rendering services to it in relation to the Equipment, to the Customer, if any claim thereunder arises.

## 12. FORCE MAJEURE

- 12.1. Speed Structures shall not be liable for any delay or failure to perform in the event that the manufacture, supply, delivery of the Equipment or any component or aspect thereof is prevented or delayed by any act or circumstances beyond Speed Structures' reasonable control including but not limited to acts of God, wind, adverse weather, legislation, war, fire, drought, failure of power supply, lock-out, strike or other action taken by employees, trade embargoes, sanctions, delay or default by suppliers or service providers, accident, inability to procure materials or components required for the performance of any particular agreement, theft or any other criminal act or omission.

- 12.2. Speed Structures shall notify the Customer of any circumstances arising under sub-clause 12.1 of this clause and if those circumstances prevail for a period longer than 60 (sixty) days then Speed Structures shall have the option to cancel this contract in which event the *status quo ante* shall be restored as near as possible in the circumstances.

## 13. BREACH

- In the event that the Customer:
- 13.1. Fails to pay any amount due in terms hereof in full on the due date thereof; or
- 13.2. Breaches any other term or condition of this agreement and remains in default for a period of 3 (three) days after receipt of written demand requiring such breach to be remedied
- Speed Structures shall be entitled, at its election and without prejudice to any claim in damages and/or otherwise it may have to:
- (i) Withdraw any Equipment already delivered or any portion thereof; and
- (ii) Suspend all further performance in terms of the Agreement; and
- (iii) Claim specific performance of the Customer's obligations in terms of the Agreement (in the event that the Customer is in default, all amounts that will become payable under and by virtue of the Agreement shall become due and payable forthwith including any damages all of which shall be paid before Speed Structures shall be obliged to further perform any further obligations); or
- (iv) Cancel any agreement concluded between Speed Structures and the Customer.

## 14. CESSION/ASSIGNMENT

- 14.1. The Customer shall not be entitled to cede, assign and/or make over any of its rights and/or obligations under and by virtue of the Agreement without the prior written consent of Speed Structures which it may withhold or give at its discretion.
- 14.2. Speed Structures shall be entitled, at any stage, to cede and/or assign any of its rights and/or obligations under and by virtue of any agreement concluded, whether in whole or in part, to a third party.
- 14.3. The Customer records that it is acting as principal and not as agent.

## 15. JURISDICTION AND COSTS

- 15.1. The Customer and the surety hereby consent to the jurisdiction (at the election of Speed Structures) of any Magistrate's Court or Regional Court in the Republic of South Africa having jurisdiction over its/his/their person in respect of all matters relating to any agreement concluded between the Customer and Speed Structures notwithstanding that the claim or the value of the matter in dispute might otherwise exceed the jurisdiction of the Magistrate's Court or the Regional Court or both.
- 15.2. Notwithstanding the above Speed Structures shall have the right to institute any legal proceedings arising from these conditions and/or any Agreement in the High Court.
- 15.3. In the event that Speed Structures contracts any attorney to enforce any of its rights in terms of these Conditions and/or any Agreement and/or to defend legal proceedings instituted against it by the Customer, Speed Structures shall be entitled to recover costs on the scale as between an attorney and its own client including collection commission.

## 16. GENERAL

- 16.1. These Conditions, the Contract Schedule and the Agreement constitute the whole and entire agreement between the Parties; any previous agreements in conflict with the provisions thereof are hereby cancelled to the extent thereof and there are no other agreements, representations or warranties between them other than those specifically set forth therein.
- 16.2. No indulgence on the part of any such party in exercising any right conferred upon such Party in terms of these Conditions and/or the Agreement shall constitute a waiver of such right nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other right under these Conditions and/or the Agreement.
- 16.3. No variation or modification of these Conditions and/or the Agreement including cancellation by agreement shall be of any force or effect unless the same shall be confirmed in writing and signed by the Parties, and then such variation or modification shall be effective only in the specific instance, and for the purpose and to the extent for which it was made or given.
- 16.4. If any term or provision of these Conditions and/or the Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of these Conditions and/or the Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving the fullest permissible extent and intent and agreements of the Parties herein set forth. If the clause is incapable of modification, any invalid or unenforceable provision shall be deemed severed from these Conditions and/or the Agreement to the extent of its invalidity or unenforceability, and these Conditions and/or the Agreement shall be construed and enforced as if these Conditions and/or the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

## 17. DOMICILIUM CITANDI ET EXECUTANDI

- 17.1. The Parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of these Conditions, the following addresses –
- 17.1.1. Speed Structures : 96 Lourens Street,  
Somerset West,  
with a copy to email: info@speedstructures.com
- 17.1.2. The Customer and Surety : The physical address and email address identified in item 1 of the Contract Schedule
- or such other address, telefax number or e-mail address as may be substituted by notice given as required. Each of the Parties will be entitled from time to time to vary its *domicilium* by written notice to the other to any other address which is not a post office box or *poste restante*.
- 17.2. Any notice addressed to a Party at its physical or postal address will be sent by prepaid registered post, or delivered by hand.
- 17.3. A notice will be presumed, unless the contrary is proved, to have been given –
- 17.3.1. if posted by prepaid registered post, 7 (seven) days after the date of posting thereof;
- 17.3.2. if hand delivered during business hours on a business day, on the day of delivery;
- if sent by telefax or e-mail, on the first business day following the date of sending of such telefax or e-mail.

## 18. SURETY

- The person/s signing the Contract Schedule for and/or behalf of the Customer binds himself/herself in his/her personal capacity (as surety and co-principal debtor) for the fulfilment of all duties, obligations and/or claims arising from these Conditions and/or any agreement concluded between Speed Structures and the Customer and warrants that he/she is duly authorised to bind the Customer to the agreement/s envisaged in the Contract Schedule.

## 19. GENERAL AGREEMENT – FOR RECURRING MONTHLY CUSTOMER PURCHASES

I/We the undersigned agree that these General Conditions of Sale (equipment only) applies to recurring purchases made by me/us and that by affixing my/our signature hereto we acknowledge that I/we have agreed that these Terms and Conditions will apply to all recurring purchases (where applicable) and that there will be no need to sign the Contract Schedule for each and every purchase, unless requested to do so at the instance of Speed Structures

Signatory \_\_\_\_\_ in Capacity as \_\_\_\_\_  
Duly Authorised

Date: \_\_\_\_\_