

TERMS AND CONDITIONS OF TRADE AND GRANTING OF CREDIT FACILITIES

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BETWEEN

Bevan Litho cc

Reg: 2006/212529/23

8 Nobel Street, The Interchange, Somerset West

And

Company:

Reg Number:

Address:

Initial _____

1. Interpretation: Words importing any one gender, include the other genders and words in the singular include the plural.

2. Governing: Provision All transactions with the Customer where credit is given will get governed by the terms of this agreement. However, nothing in this agreement shall be construed as obliging the Company to enter into any transaction with the Customer.

3. Terms: On acceptance of this agreement the Customer will be granted credit facilities in respect of which payment shall be due Thirty Days from the close of the Company's accounting month in which invoicing takes place. Any settlement discount offered will only be allowed to the Customer if the remittance is received on or before the due payment date. The Company reserves the right to allocate all payments received against the oldest amounts outstanding on the Customer's account, notwithstanding that the Customer may indicate that the payment is in respect of subsequent debts and the Customer shall not be entitled to insist that such payment be allocated in respect of subsequent debts.

4. "Estimates" and "Quotations": "Estimates" and "quotations" not accepted within Thirty Days thereof shall be deemed to be withdrawn and canceled.

5. Preliminary Work: The Customer shall pay for all preliminary work which is produced at its request, whether experimentally or otherwise.

6. Proofs and Corrections: Proofs, pulls, samples, specimens, sketches, photographs or any representation, whether partial or total, of the finished article in whatever form may be submitted to the Customer for approval, After approval the Customer shall have no claim against the Company for errors in the exemplar as approved by it. Changes required by the Customer, other than the correction of Company errors, will be charged for. If the Customer requires for any reason, a reprint of any order of which it has previously approved, which reprint includes any change or alteration of any kind to the order, then such reprint shall be for the account of the Customer.

7. Delivery: Goods will be dispatched or must be collected by the Customer when ready for collection and the Customer shall not delay or refuse delivery. The signature of the Customer or of any person purporting to represent the Customer on the official Company delivery note or waybill and or the delivery note of an authorised independent carrier, will constitute sufficient proof of delivery of the goods supplied by the company from time to time

8. Overs on Printed goods: The Customer shall accept as good and complete delivery, and shall pay the contract price pro rata for any quantity that does not exceed or fall short of the quantity ordered by more than Ten Percent.

9. Complaints and Claims: The Company shall not be liable in respect of any complaint or alleged claim unless received in writing within Thirty Days of invoicing.

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10. Standing Matter and Copyright: Standing matter and the printer's materials of any kind whatever, may be distributed, effaced or disposed of immediately after the order is executed unless written arrangements are made for retention. Origination materials and any copyright subsisting therein shall be the property of the Company unless otherwise agreed in writing with the Customer.

11. Passing of Ownership: The parties record and agree that ownership in all goods sold by the Company shall remain vested in the Company until paid for in full by the Customer. In the event of the Customer failing on due date to pay the full amount payable in respect thereof, the Company shall forthwith be relieved of any obligation to deliver, or tender delivery of same and shall be free to deal with such goods in any way it may deem fit, including the sale thereof to a third party, notwithstanding that the goods may bear the imprint of the Customer, in which latter event the Customer waives any rights, whether arising from the imprint or otherwise, and indemnifies the Company against any claims arising from the Company's dealing with the goods as contemplated herein.

12. Customer Supplied Materials: Any property supplied to the Company for the purpose of the order, whether belonging to the Customer or not, will be held at the Customer's sole risk. The Company will not be responsible for imperfect work caused by defects in or unsuitability of material or equipment not supplied by the Company. The Company will not be responsible for Customer's material wasted in the course of production. Extra costs incurred through the use of defective materials or equipment supplied by the Customer are for the Customer's account.

13. Illegal of Defamatory Matter: The Company shall not be required to produce any matter which in its opinion is illegal or defamatory. The Customer indemnifies the Company against any claims arising out of any alleged breach of copyright, trademarks, patent and design, or any claims arising in direct consequent upon the production of any matter.

14. Exclusion of Liability: The Company shall not be liable for any claim, including any claim for damages, consequential or otherwise, arising from the Company's failure to perform, timelessly or not at all, where such failure was occasioned by reason of Force Majeure from any and every cause whatsoever beyond the Company's control. The Company shall not be liable for any direct, indirect, consequential or other loss, including loss to third parties, arising out of errors in carrying out a contract, or by delay in delivery, or by unsuitability of goods for use as intended, whether occasioned by negligence or otherwise.

15. Standard Industry Tolerances: The Company shall not be required to work to tolerances closer than those applicable to the materials obtained in the ordinary course of trade according to standard industry tolerances. No liability shall arise out of variations in the standard, quality or performance of such materials where their specification falls within standard industry tolerances.

16. Suitability of Goods: It is the sole responsibility of the Customer to determine whether the goods ordered by it are suitable for the purpose for which it intends using them. The Company gives no warranty, express or implied, concerning the suitability of the goods supplied for any purpose whatever.

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17. Jurisdiction: The Customer agrees that any Magistrate's Court having jurisdiction in respect of the Customer shall have jurisdiction with respect to all matters, disputes and claims arising from this contract although such matters may exceed or be outside such jurisdiction. The Company may, however, at its option, institute proceedings in any Supreme Court having jurisdiction.

18. Acceleration, Interest and Legal Action: Should the whole or any portion of any amount owing by the Customer to the Company not be paid on due date, the Company may revoke the Customer's entire credit facility and demand payment of the full balance outstanding. The Customer shall pay interest on overdue amounts at the rate of Two Percent per month reckoned from the date upon which any such amount was due for payment to the date of actual payment. If the Company engages the services of an attorney to collect any amount from the Customer, the Customer shall be liable for all costs occasioned as a result, including collection commission and costs on the scale as between attorney and own client so as to compensate the Company for any and all legal costs incurred.

19. Incorporation of Annexure: The parties record and agree that the information set out in Annexure A hereto, is incorporated in, and shall be read as part of this agreement. The Customer represents and warrants that same has been completed in full and that all information given in Annexure A is true and correct and that the Customer has disclosed to the Company all information reasonably material and required by a Credit Grantor to a Credit Receiver. The parties record and agree that the Company has been induced to enter into this contract relying on the truth of these warranties and representations, all of which are deemed to be material.

20. Surety: The signatory hereby binds himself in his personal capacity as Shareholder (in the case of a Company), Member (in the case of a Close Corporation or owner, Partner, or Proprietor as co-principal debtor *in solidum* for the full amount due to the Supplier and agrees that this Agreement will apply in the same way to him.

21. Domicilium: The parties hereby choose their respective addresses as set out on Page 1 hereof as their domicilium citandi et executandi for the giving of any notice or service of any process and for any other purpose arising from this agreement. Any notice delivered shall either be delivered by hand or be sent by prepaid registered post to the address referred to above and shall be deemed to have been received by the addressee on the date of delivery, if delivered by hand, or the fourth day after posting, if sent by registered post.

Non Variation: No purported variation of this agreement shall be binding unless reduced to writing and signed by both the parties. No indulgence granted by the Company shall prejudice the Company's right to insist on strict compliance with the provisions of this agreement.

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22. Acceleration, interest and Legal Action: Should the whole or any portion of any amount owing by the Customer to the Company not be paid on due date, the Company may revoke the Customer's entire credit facility and demand payment of the full balance outstanding. The Customer shall pay interest on overdue amounts at the rate of Two Percent per month. If the Company engages the service of an attorney to collect any amount from the Customer, the Customer shall be liable to all costs occasioned as a result, including collection commission and costs on the scale as between attorney and own client so as to compensate the Company for any and all legal costs incurred.

23. Bevan Group cc has full authority to collect any outstanding money on behalf of Bevan Litho cc.

Customer

Thus Proposed and Signed on Behalf of the Company by:

Who Warrants by his Signature hereunder that he is duly Authorised to bind the Company to this Agreement.

At _____ on this _____ day of _____ 20 _____

Name Printed: _____ **Signature:** _____

SIGNATORIES, DEED OF SURETY AND DECLARATION

I/ WE, THE UNDERSIGNED 1) _____ 2) _____

IN MY/ OUR CAPACITY AS 1) _____ 2) _____

WITNESS SIGNATURE 1) _____ 2) _____

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