

**STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS FOR THE SALE OF GOODS BY
PERI FORMWORK SCAFFOLDING ENGINEERING (PTY) LTD. ("PERI")**

1. In this agreement reference to a purchaser includes a reference to natural persons, juristic persons, associations of persons, trusts, joint ventures, and any other entity.
2. The purchaser shall from time to time purchase goods from PERI on the terms and conditions set out in this document.
3. Each purchase shall be a separate contract of sale governed by these terms and conditions, as well as the standard terms and conditions contained in PERI'S written quotation and/or acceptance of order documents. The purchaser acknowledges that a copy of these standard form documents has been furnished to him/it and that he is acquainted with and accepts the terms and conditions contained therein.
4. All sales are for cash, payment to be made before delivery of the goods, unless PERI has before the sale agreed in writing to grant credit to the purchaser. Where credit is granted the purchase price shall be payable within thirty (30) days from the date of a statement to be sent by PERI to the purchaser before the last day of the month in which the sale is concluded. If the statement is sent to a postal or physical address provided by the purchaser in the acceptance or order referred to above it shall be deemed to have been received by the purchaser two days after the date on which it was posted.
5.
 - 5.1 All payments shall be made in South African currency free of any deduction at PERI'S address reflected in the relevant contract. The purchaser hereby irrevocably waives his right to rely on set-off. The purchaser shall not be entitled to withhold payment of any amount under circumstances where he/it alleges that PERI failed to comply with any of its obligations in terms of the contract. The purchaser irrevocably waives its right to rely on the defence of prescription in respect of any debt owing to PERI.
 - 5.2 In the event of it becoming clear at a later stage that the purchaser would have been entitled to withhold payment of the purchase price or part thereof, PERI undertakes to refund any amount to which the purchaser then becomes entitled.
 - 5.3 Unless otherwise instructed in writing, PERI is entitled in its sole discretion to appropriate monies paid by the purchaser towards any debt owed to it.
 - 5.4 Multiple purchasers in terms of a contract are jointly and severally liable for payment of the purchase price.
 - 5.5 In the event that the purchaser fails to make timeous payment on due date of any amount owing to PERI, all and any other amounts owing to PERI shall immediately become due and payable forthwith, notwithstanding that any applicable credit periods in respect thereof have not yet expired and the monies would not otherwise be due and payable.
 - 5.6 No fees, charges or interest shall be levied by PERI on overdue payments owing for goods sold in terms hereof. This shall not derogate from PERI'S right to charge

morae interest at the legal rate once a written letter of demand has been addressed to the purchaser placing the purchaser in morae and calling for payment of overdue amounts.

6.

- 6.1 Delivery of the goods shall take place on a date and at a place reflected in the contract.
- 6.2 Upon delivery all risks pertaining to the goods shall pass to the purchaser. Pending full payment of the purchase price ownership in the goods shall, despite delivery thereof, remain vested in PERI.
- 6.3 The costs of delivery shall be paid by the purchaser unless otherwise agreed in the contract.
- 6.4 It is the duty of the purchaser when delivery is made to ensure that he receives what he has purchased. A delivery note shall be signed by or on behalf of the purchaser and unless the purchaser disputes that proper delivery was made in writing delivered to PERI before 17h00 on the day following the day on which delivery took place, it shall be deemed that all the goods purchased and reflected on the delivery note were in fact delivered in good order and condition.
- 6.5 If a delivery note is signed by an employee of the purchaser the employee shall be deemed to have authority to accept delivery on behalf of the purchaser and to sign the delivery note.
- 6.6 If the delivery note is signed by a person who is not an employee of the purchaser such person shall be deemed to have the necessary authority referred to above.
- 6.7 Should the delivery of the goods be delayed, hindered, prevented or interfered with by any circumstances, which in the sole judgment of PERI are outside its control, the time(s) for such deliveries shall be extended accordingly.

7. If the purchaser is married in community of property and the consent of his/her spouse is required in terms of section 15 of the Matrimonial Property Act, 88 of 1984, it shall be the duty of the lessee to disclose such fact to PERI and to deliver to PERI the spouse's consent in writing, duly signed by him/her and attested by two competent witnesses, in respect of each contract of sale. The purchaser indemnifies PERI in respect of any loss which PERI may sustain as a result of a breach by the purchaser of any of the duties set out in this clause.

8. If credit is granted to the purchaser on condition that security is to be provided, the purchaser undertakes to sign all documents and to perform all acts necessary to furnish the said security failing which PERI shall be entitled to refuse to deliver the goods.

9.

- 9.1 Until the purchase price has been paid in full and, if PERI so requests, the purchaser shall insure the goods against loss or damage and pay all the premiums in connection with such insurance on due date. The policy shall be ceded to PERI which shall be entitled to call for proof that the premiums thereunder are paid on due date.
- 9.2 If the purchaser fails to comply with the former request, PERI shall be entitled, in its discretion, to insure the goods, pay the premiums and recover the premiums from the purchaser. The purchaser indemnifies PERI in respect of any loss which PERI may sustain as a result of a breach by the purchaser of any of the duties set out in this clause.

10. Until the full purchase price has been paid.

- 10.1 The purchaser shall keep the goods free from attachment, liens, or any form of encumbrance whatsoever.
- 10.2 The purchaser shall not be entitled to sell or dispose of the goods.
- 10.3 The purchaser shall not be entitled to change or modify the goods nor to use them for any purpose other than the purpose for which they were designed. The purchaser shall, further, (where applicable) comply with all prescriptions and directives relating to the use of the goods.
- 10.4 The purchaser shall keep the goods at the address to which the goods are removed by delivery and shall not be entitled to remove the goods to any other address without the prior written consent of PERI first being had and obtained.
- 10.5 PERI or its appointees shall, at all reasonable times, be entitled to inspect the goods and, for that purpose, enter upon any premises on which the goods are kept.

11.

- 11.1 In the event of the purchaser failing to pay any amount on due date or in the event of him failing to comply with any of his obligations in terms of this agreement PERI shall be entitled
- 11.1.1 either to insist on specific fulfillment of its obligations by the purchaser, alternatively
- 11.1.2 Without notice to the purchaser to cancel the agreement, repossess the goods and claim such damages as it may suffer as a result of the said breach.
- 11.2 In the event of PERI being unable to repossess the goods because they have been lost or due to the purchaser being unable to return the goods to PERI or in the event of the repossessed goods, in the sole discretion of PERI being damaged beyond repair, the parties agree that the damages suffered by PERI shall be the cost incurred by PERI to replace the goods. Upon payment of the cost of replacement the purchaser shall be entitled to remove the damaged goods from PERI'S premises

failing which PERI shall be entitled to sell such goods at a price determined by it and to credit the purchaser's account with the net proceeds of such sale.

- 11.3 If the goods, repossessed by PERI, have to be transported to PERI'S premises (of its choice) this shall be done at the risk and at the cost of the purchaser irrespective of whether the transport is undertaken by PERI or a third party. Under no circumstances shall PERI be liable for any damage whatsoever caused to the goods during transportation and notwithstanding that such damage was caused by any act or omission of any employee or agent of PERI or the third party.
 - 11.4 Upon receipt of the goods at the said premises PERI shall without delay prepare a return note reflecting the items returned and a brief description of the condition in which each item is returned.
 - 11.5 An assessor appointed by PERI, which may be an employee of PERI, shall thereupon determine the nature and extent of any damage to any of the goods and the estimated costs of repair thereof.
 - 11.6 The purchaser shall be entitled to have a representative present on the occasions referred to in the two preceding subparagraphs. If such a person is present he/she shall sign the return note and the written report prepared by the assessor. By signing the return note and/or the report by the assessor the person shall bind the purchaser and the contents of the document, so signed, shall be binding on the purchaser.
 - 11.7 If no person is in attendance on the occasions referred to above the return note and report by the assessor shall be forwarded by fax, e-mail or prepaid registered post to the purchaser who shall be bound thereby unless objection is made thereto in writing within three (3) days after receipt thereof. The objection shall specify the specific items or entries to which objection is made. Notwithstanding such objections those items or entries to which objection is not made, shall be binding on the purchaser.
12. Without derogating from the provisions of the preceding clause and while any amount is still payable to PERI, PERI shall be entitled to cancel the relevant sale contract(s) without notice and immediately repossess the goods in the event of anyone or more of the following events occurring:
- 12.1
the estate of the purchaser is provisionally or finally sequestrated or liquidated, as the case may be;
 - 12.2
the purchaser commits an act of insolvency as defined in the Insolvency Act or PERI forms the reasonable belief in all the circumstances that the purchaser is unable to pay its indebtedness to PERI in the ordinary course of business; or

12.3

The purchaser enters or attempts to enter into a compromise with its creditors.

13. If the purchaser is not a natural person and a change should occur in the ownership of the juristic person, trust or association of persons or other entity or in the event of a change occurring in the members of a private company or close corporation the purchaser shall immediately advise PERI thereof in writing.
14. No relaxation or indulgence granted by PERI to the purchaser shall be deemed to be a waiver of any of PERI'S rights in terms hereof nor shall such relaxation or indulgence be a novation of any of the terms and conditions of this contract.
15. Should PERI decide to institute legal or arbitration proceedings in order to enforce its rights hereunder, the purchaser shall be liable to pay PERI'S costs on the scale as between attorney and own client including collection commission to which PERI'S attorneys may be entitled according to law and the costs attendant upon ascertaining the whereabouts of the purchaser and/or the goods.
16. The purchaser consents to the jurisdiction of the magistrate's court in terms of section 45 of the Magistrate's Court's Act, 32 of 1944, having jurisdiction over the purchaser's person by virtue of section 28 of the Act. Despite the foregoing, PERI is entitled, in its sole discretion, to proceed with legal action in any other competent Court or to have any dispute between PERI and the purchaser resolved by way of arbitration in terms of the arbitration agreement herein.
17.
 - 17.1 Except if reduced to writing and signed by or on behalf of PERI, PERI gives no warranty whether express or implied that the goods are free from latent or patent defects and are suitable for the purposes acquired by the purchaser.
 - 17.2 No representations regarding the condition, quality or suitability of the goods are binding on PERI unless those representations have, likewise, been reduced to writing and signed by or on behalf of PERI.
 - 17.3 PERI acknowledges that on occasions and at the request of the purchaser PERI presents the purchaser with a suggested set of design criteria relevant to the goods to be utilised by the purchaser. The parties do hereby agree that such presentation of design criteria by PERI is done without charge as a service to the purchaser and is such that PERI can accept no liability or responsibility in respect thereof. Under no circumstances whatsoever shall PERI at any time or for any cause whatsoever, be liable for any damage or loss or for any claims for consequential loss or damage which may be sustained by the purchaser arising from the design criteria referred to above, or for any claims made by any other person whatsoever arising therefrom in connection with the design criteria, or in connection with this contract and/or the goods, and the purchaser hereby indemnifies PERI against all such claims.

- 17.4 Notwithstanding anything else contained herein it is agreed that all specifications, illustrations, drawings, diagrams, price lists, dimensions, delivery dates and performance figures as well as oral and/or written advice furnished by PERI and/or its employees or representatives and representations in regard thereto, are approximate and are furnished for information purposes only and, unless specifically guaranteed in writing by PERI, same shall not form part of the contract nor bind PERI in any manner whatsoever and the purchaser admits that he has not been induced to enter into the contract thereby.
18. In the event of it being found that PERI in any manner acted in breach of its obligations in terms of the contract it shall under no circumstances be liable for consequential damages suffered by the purchaser. The purchaser's claim shall be limited to a refund of the purchase price or part thereof, as the case may be, and such costs that were incurred by the purchaser to return the goods to PERI.
19. Unless the purchaser, within a period of fourteen (14) days from the date of delivery of a statement disputes the correctness of any entry on the statement in writing delivered to PERI, the statement shall be deemed to be correct in every respect and shall in any Court of Law or arbitration proceedings constitute prima facie proof that the goods reflected therein were in fact sold and delivered to the purchaser and that all debits, credits and other entries on the statement are correct.

This clause applies equally to cash sales.

20. Notwithstanding the provisions of clause 19, hereof it is agreed that a certificate signed by any of PERI'S directors, its secretary or accounting officer stating the amount owing by the purchaser to PERI at any time shall, for the purposes of legal or arbitration proceedings, be prima facie proof of the facts contained in the certificate without it being necessary to prove the appointment of the signatory to such certificate.
21. The terms and conditions set out herein, and the written terms and conditions set out in the relevant quotation or order acceptance, constitute the whole agreement between parties In respect of any sale. No amendment thereof, addition thereto, omission therefrom or consensual cancellation thereof will be valid unless reduced to writing and signed by all the parties thereto. Terms which have not been included herein and in the contract documents referred to herein, including implied or tacit terms, do not form part of the contract between the parties and no waiver of any of the terms or conditions of the contract shall be binding on the parties unless reduced to writing and signed by all the parties thereto.

**STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS FOR THE LEASE OF GOODS
BY PERI FORMWORK SCAFFOLDING ENGINEERING (PTY) LTD. ("PERI")**

1. In this agreement reference to a lessee includes a reference to natural persons, juristic persons, associations of persons, trusts, joint ventures, and any other entity.
2. The lessee shall from time to time lease goods from PERI on a weekly basis on the terms and conditions set out in this document.
3. Each lease shall be a separate contract of lease/hire governed by these terms and conditions, as well as any such other terms and conditions as contained in PERI'S written quotation and/or acceptance of order documents. The lessee acknowledges that a copy of these standard form documents has been furnished to him/it and that he is acquainted with and accepts the terms and conditions contained therein.
4. The parties agree in respect of each lease that:
 - 4.1 whilst the rental will be calculated on a weekly basis, PERI'S invoices to the lessee shall be issued monthly for the period in question;
 - 4.2 the rental will continue to be charged and payable after termination of the lease until the goods are delivered by the lessee back to PERI;
 - 4.3 the rental is payable in cash by the lessee to PERI within thirty (30) days from the date of a monthly statement to be sent by PERI to the lessee;
 - 4.4 If the statement is sent to a postal or physical address provided for herein it shall be deemed to have been received by the lessee two days after the date on which it was posted;
5.
 - 5.1 All payments shall be made in South African currency free of any deduction at PERI'S address reflected in the relevant contract. The lessee hereby irrevocably waives his right to rely on set-off. The lessee shall not be entitled to withhold payment of any amount under circumstances where he/it alleges that PERI failed to comply with any of its obligations in terms of the contract. The lessee irrevocably waives its right to rely on the defence of prescription in respect of any debt owing to PERI.
 - 5.2 In the event of it becoming clear at a later stage that the lessee would have been entitled to withhold payment of the rental or part thereof, PERI undertakes to refund any amount to which the lessee then becomes entitled.
 - 5.3 Unless otherwise instructed in writing, PERI is entitled in its sole discretion to appropriate monies paid by the lessee towards any debt owed to it.
 - 5.4 Multiple lessees in terms of a contract are jointly and severally liable for payment of the rental.

- 5.5 In the event that the lessee fails to make timeous payment on due date of any amount owing to PERI, all and any other amounts owing to PERI shall immediately become due and payable forthwith, notwithstanding that any applicable credit periods in respect thereof have not yet expired and the monies would not otherwise be due and payable.
- 5.6 No fees, charges or interest shall be levied by PERI on overdue rentals of payments owing for goods leased in terms hereof. This shall not derogate from PERI'S right to charge morae interest at the legal rate once a written letter of demand has been addressed to the lessee placing the lessee in morae and calling for payment of overdue amounts.
6. PERI may require the payment of a deposit prior to delivery of the goods. In that event, the lessee will be required to lodge such deposit or deposits with PERI at PERI'S address reflected herein. On termination of each lease any outstanding credit in the books of PERI will be repaid to the lessee after deduction of all relevant costs and charges related to the hire.
- 7.
- 7.1 Delivery of the goods shall take place on a date and at a place reflected in the quotation and/or order pertaining to a particular lease.
- 7.2 Whilst ownership of the goods shall at all times remain that of PERI, all risks pertaining to the goods whether this be loss, damage, destruction or otherwise shall pass to the lessee upon delivery of the goods.
- 7.3 The costs of delivery shall be paid by the lessee unless otherwise agreed in writing and signed by both parties.
- 7.3.1 It is the duty of the lessee when delivery is made to ensure that he receives what he has leased.
- 7.3.2 A delivery note shall be signed by or on behalf of the lessee and unless the lessee disputes that proper delivery was made in writing delivered to PERI before 17h00 on the day following the day on which delivery took place, it shall be deemed that all the goods reflected on the delivery note were in fact delivered in good order and condition.
- 7.3.3 If a delivery note is signed by an employee of the lessee the employee shall be deemed to have authority to accept delivery on behalf of the lessee and to sign the delivery note.
- 7.3.4 If the delivery note is signed by a person who is not an employee of the lessee such person shall be deemed to have the necessary authority referred to above.

8. Should the delivery of the goods be delayed, hindered, prevented or interfered with by any circumstances, which in the sole judgment of PERI are outside its control, the time(s) for such deliveries shall be extended accordingly.
9. If the lessee is married in community of property and the consent of his/her spouse is required in terms of section 15 of the Matrimonial Property Act, 88 of 1984, it shall be the duty of the lessee to disclose such fact to PERI and to deliver to PERI the spouse's consent in writing, duly signed by him/her and attested by two competent witnesses, in respect of each contract of lease. The lessee indemnifies PERI in respect of any loss which PERI may sustain as a result of a breach by the lessee of any of the duties set out in this clause.
10. If the contract is concluded on condition that security is to be provided, the lessee undertakes to sign all documents and to perform all acts necessary to furnish the said security failing which PERI shall be entitled to refuse to deliver the goods.
11.
 - 11.1 At all times during the existence of the contract between the parties or any extension thereof, and, if PERI so requests, the lessee shall insure the goods against loss or damage and pay all premiums in connection with such insurance on due date. The policy shall be ceded to PERI which shall be entitled to call for proof that the premiums hereunder are paid on due date.
 - 11.2 If the lessee fails to comply with the former request PERI shall be entitled, in its discretion, to insure the goods, pay the premiums and recover the premiums from the lessee.
12. During the currency of the contract relevant to the goods:
 - 12.1 the lessee shall keep the goods free from attachment, liens, or any form of encumbrance whatsoever;
 - 12.2 the lessee shall not be entitled to sell or dispose of the goods;
 - 12.3 no alteration of or modification to the goods may be made by the lessee;
 - 12.4 the lessee shall not use the goods for any purpose for which they were not manufactured and any direction which PERI might give to the effect that the goods shall be used for any particular purpose or in accordance with any prescriptions or specifications, shall be observed by the lessee;
 - 12.5 the lessee shall keep the goods at the address to which the goods are originally removed by delivery and shall not be entitled to remove the goods therefrom without the prior written consent of PERI first being had and obtained;
 - 12.6 the lessee shall not part with possession of the goods or any part thereof or otherwise deal therewith save as contemplated in this contract;

- 12.7 PERI or its appointees shall be entitled to inspect the goods at all reasonable times and, for that purpose, shall be entitled to enter upon the premises upon which the goods are kept;
- 12.8 the lessee shall keep the goods in good order and at its own cost, repair all damage to the goods failing which PERI shall be entitled to effect such repairs and recover the cost thereof from the lessee whether during the currency of the lease or after its termination.
- 12.8.1 On termination of the contract the lessee shall ensure that the goods are returned to premises identified by PERI. The goods shall be properly cleaned and oiled and in the condition initially delivered, fair, wear and tear alone excepted.
- 12.8.2 If the transport of the goods to the said premises is undertaken by PERI, the goods shall be transported at the sole risk of the lessee irrespective whether the transport is undertaken by PERI or by a third party. Under no circumstances shall PERI be liable for any damage whatsoever caused to the goods during transportation and notwithstanding that such damage was caused by any act or omission of any employee or agent of PERI or the third party.
- 12.8.3 When the goods are collected by PERI or a third party for removal to the said premises, a receipt of the goods received for transportation shall be provided by PERI to the person who hands over the goods for that purpose. The receipt shall contain a brief description of the goods and contain a note(s) of any visible damage thereto. The person handing the goods over for transportation shall sign the receipt and shall be deemed to have the authority to sign such receipt on behalf of the lessee. Unless objection against the correctness of the entries on the receipt is made in writing by the lessee before 17h00 on the day following the issue of the receipt, the contents of the receipt shall be deemed to be correct and the lessee shall be bound thereby.
- 12.8.4 Upon receipt of the goods at the said premises PERI shall without delay prepare a return note reflecting the items returned and a brief description of the condition in which each item is returned.
- 12.8.5 An assessor appointed by PERI, which may be an employee of PERI, shall thereupon determine the nature and extent of any damage to any of the goods and the estimated costs of repair thereof.
- 12.8.6 The lessee shall be entitled to have a representative present on the occasions referred to in the two preceding subparagraphs. If such a person is present he/she shall sign the return note and the written report prepared by the assessor. By signing the redelivery note and/or the report by the

assessor the person shall bind the lessee and the contents of the document, so signed, shall be binding on the lessee.

12.8.7 If no person is in attendance on the occasions referred to above the redelivery note and report by the assessor shall be forwarded by fax, e-mail or prepaid registered post to the lessee who shall be bound thereby unless objection is made thereto in writing within three (3) days after receipt thereof. The objection shall specify the specific items or entries to which objection is made. Notwithstanding such objections those items or entries to which objection is not made, shall be binding on the lessee.

12.8.8 In the event of the goods being lost or, in the sole discretion of PERI, damaged beyond repair, or in the event of the lessee failing to return the goods when obliged to do so, the lessee shall be obliged to pay to PERI, on demand, the replacement cost of such goods, which cost shall be determined on the date on which the goods are returned or, where applicable, the date on which PERI ascertains that the goods are lost or that the lessee has failed to return them. The lessee acknowledges that the letting of goods constitutes a major part of the business of PERI and the costs of replacement represent a genuine and agreed pre-estimate of damages suffered by PERI as a result of the loss or destruction of the goods or the lessee's failure to return same.

12.8.9 Upon payment of the amount referred to in the preceding subparagraph the lessee shall be entitled to take delivery at PERI'S premises of the goods which were damaged beyond repair within one week (7 days) of having been called upon to do so, failing which, PERI shall be entitled to sell those goods at a price to be determined by it in its sole discretion and to credit the lessee's account with the net proceeds thereof.

13. In the event of the lessee failing to pay any amount on due date or in the event of him failing to comply with any of his obligations in terms of this agreement PERI shall be entitled.

13.1 either to insist on specific fulfillment of his obligations by the lessee, alternatively

13.2 without notice to the lessee cancel the contract, repossess the goods and claim such damages as it may suffer as a result of the said breach.

14. Without derogating from the provisions of the preceding clause and while any amount is still payable to PERI, PERI shall be entitled to immediately repossess the goods in the event of anyone or more of the following events occurring:

14.1 the estate of the lessee is provisionally or finally sequestrated or liquidated, as the case may be;

14.2 the lessee commits an act of insolvency as defined in the Insolvency Act or PERI forms the reasonable belief in all the circumstances that the lessee is unable to pay the debt in the ordinary course of business; or

- 14.3 the lessee enters or attempts to enter into a compromise with its creditors.
- 15.If the lessee is not a natural person and a change should occur in the ownership of the juristic person, trust or association of persons or other entity or in the event of a change occurring in the members of a private company or close corporation the purchaser shall immediately advise PERI thereof in writing.
- 16.No relaxation or indulgence granted by PERI to the lessee shall be deemed to be a waiver of any of PERI'S rights in terms hereof nor shall such relaxation or indulgence be a novation of any of the terms and conditions of this contract. No relaxation or indulgence or extension of time to pay any amount due shall be of any force or effect whatsoever unless reduced to writing and signed by both parties.
- 17.
- 17.1 No warranty whether express or implied as to the condition, state, quality or suitability of the goods is given by PERI unless such warranty is in writing and signed on behalf of PERI.
- 17.2 No representations regarding the condition, quality, state or suitability of the goods are binding on PERI unless those representations have, likewise, been reduced to writing and signed by or on behalf of PERI.
- 17.3 PERI acknowledges that on occasions and at the request of the lessee PERI presents the lessee with a suggested set of design criteria relevant to the goods. The parties do hereby agree that such presentation of design criteria by PERI is done without charge as a service to the lessee and is such that PERI can accept no liability or responsibility in respect thereof. Under no circumstances whatsoever shall PERI at any time or for any cause whatsoever be liable for any damage or loss or for any claims for consequential loss and damage which may be sustained by the lessee arising from the design criteria referred to above, or for any claims made by any other person whatsoever arising therefrom in connection with the design criteria, or in connection with this contract and/or the goods, and the lessee hereby further indemnifies PERI against all such claims.
- 17.4 Notwithstanding anything else contained herein it is agreed that all specifications, illustrations, drawings, diagrams, price lists, dimensions, delivery dates and performance figures as well as oral and/or written advice furnished by PERI and/or its employees or representatives, and representation in regard thereto, are approximate and are furnished for information purposes only and, unless specifically guaranteed in writing by PERI, same shall not form part of the contract nor bind PERI in any manner whatsoever and the lessee admits that he has not been induced to enter into the contract thereby.
- 18.In the event of it being found that PERI in any manner acted in breach of its obligations in terms of the contract it shall under no circumstances be liable for consequential damages suffered by the lessee. The lessee.s claim shall be limited to a refund of the rental or part

thereof, as the case may be, and such costs that were incurred by the lessee to return the goods to PERI.

19. Unless the lessee, within a period of fourteen (14) days from the date of delivery of a statement disputes the correctness of any entry on the statement, in writing delivered to PERI, the statement shall be deemed to be correct in every respect and shall in any Court of Law or arbitration proceedings constitute prima facie proof that the goods reflected therein were in fact leased and delivered to the lessee and that all debits, credits and other entries on the statement are correct.
20. Notwithstanding the provisions of clause 19, hereof it is agreed that a certificate signed by any of PERI'S directors, its secretary or accounting officer stating the amount owing by the lessee to PERI at any time shall, for the purposes of legal or arbitration proceedings, be prima facie proof of the facts contained in the certificate without it being necessary to prove the appointment of the signatory to such certificate.
21. The terms and conditions set out herein, and the written terms and conditions set out in the relevant quotation or order acceptance, constitute the whole agreement between parties in respect of any lease. No amendment thereof, addition thereto, omission therefrom or consensual cancellation thereof will be valid unless reduced to writing and signed by all the parties thereto. Terms which have not been included herein and in the contract documents referred to herein, including implied or tacit terms, do not form part of the contract between the parties and no waiver of any of the terms or conditions of the contract shall be binding on the parties unless reduced to writing and signed by all the parties thereto.
22. The lessee shall not be entitled to cede or assign his rights or obligations in terms of any lease without the written consent of PERI first having been obtained.
23. The lessee agrees that PERI may cede or transfer his rights under any lease, and his ownership in the goods hereby leased and agrees upon such cession or transfer to hold the goods on the basis that the ownership therein has passed to the cessionary or transferee subject otherwise to the terms of this contract. To the extent that this clause may be construed as a contract in favour of a third party in favour of such cessionary or transferee, the lessee agrees that the acceptance of cession of this contract by the cessionary or the transferee shall constitute an acceptance by the cessionary or transferee of the benefits arising out of this clause.
24. Should PERI decide to institute legal or arbitration proceedings in order to enforce its rights hereunder, the lessee shall be liable to pay PERI'S costs on the scale as between attorney and own client, including collection commission to which PERI'S attorneys may be entitled according to law, and the costs attendant upon ascertaining the whereabouts of the lessee and/or the goods.
25. The lessee consents to the jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrate's Court's Act, 32 of 1944, having jurisdiction over the lessee's person by virtue of section 28 of the Act. Despite the foregoing, PERI is entitled, in its sole discretion, to

proceed with legal action in any other competent court or to have any dispute between PERI and the lessee resolved by way of arbitration in terms of the arbitration agreement herein.

**ARBITRATION AGREEMENT APPLICABLE TO ALL CONTRACTS FOR THE SALE AND LEASE OF GOODS
BY PERI FORMWORK SCAFFOLDING ENGINEERING (PTY) LTD. ("PERI")**

1. PERI shall be entitled, but not obliged, to refer any dispute arising from any contract or sale and/or lease in terms hereof, including a dispute regarding the amount of any indebtedness due to PERI or the validity, interpretation, termination or cancellation of any sale and/or lease or of this contract, to arbitration. If PERI elects to proceed by way of arbitration, the purchaser/lessee shall be bound by such election and arbitration shall proceed in accordance with the following agreed provisions.
 - 1.1 PERI shall give the purchaser/lessee written notice of its decision to resort to arbitration proceedings by prepaid registered post at the purchaser/lessee's address stipulated herein. The written notice shall:
 - 1.1.1 give an address where PERI will accept service of all process and notices in the arbitration proceedings, and
 - 1.1.2 contain the name of the person proposed by PERI to act as arbitrator.
 - 1.2 The purchaser/lessee shall, within seven (7) days after receipt of the said notice, inform PERI in writing whether he objects to the appointment of the particular arbitrator, failing which he shall be taken to have agreed to such appointment.
 - 1.3 If the purchaser/lessee objects to the arbitrator proposed by PERI, PERI shall forthwith request the Chairperson of the Cape Bar Council to appoint an arbitrator, after consultation with the parties or their legal representatives (if any). If any party fails to consult with the chairperson within three (3) days after being requested to do so, the chairperson may proceed with the appointment of a person of his choice.
2. The arbitration shall take place in Cape Town.
3. Within seven (7) days after the appointment of an arbitrator the parties shall attend a meeting called by the arbitrator at such time and place nominated by him/her. At this meeting
 - 3.1 the date(s) on which the arbitration shall be conducted shall be set;
 - 3.2 the arbitrator's remuneration shall be determined, it being specifically agreed that each party shall pay half of the total estimated fees of the arbitrator into a trust account nominated by him;
 - 3.3 arrangements shall be made regarding the venue where the proceedings will take place, the sitting hours and any other matter the arbitrator requires the parties to reach agreement on. The parties agree that a full record of the evidence shall be kept and produced and that each party shall be liable for half of the cost of keeping and producing the record, payable on demand by the relevant recording and transcribing service.

4. The arbitrator shall
 - 4.1 adjudicate the issues by applying South African Law and not on any principle of equity;
 - 4.2 make his award within one month after conclusion of the arbitration proceedings; and
 - 4.3 give written reasons for his award.
5. The Uniform Rules governing the procedure of the High Court of South Africa shall apply subject thereto that the arbitrator may, mero motu or at the request of one or both parties, direct that the time limits prescribed in the Rules be abridged in order to facilitate a speedy hearing of the arbitration proceedings.
6. The arbitrator shall be entitled to make an order for the payment of costs including a punitive costs order, which costs shall be taxed by the Taxing Master of the Cape Provincial Division of the High Court of South Africa or the Magistrate's Court of Cape Town, depending on the arbitrator's order.
7. The arbitrator shall conduct the arbitration proceedings in the same manner as a judge of the High Court conducts civil litigation before him and shall be empowered to resolve all disputes between the parties and to grant interim relief. The arbitrator shall have the power to decide whether he has jurisdiction to adjudicate any specific dispute.
8. The arbitration proceedings shall be confidential.
9. In the event of a party failing to comply with the applicable rules, any agreement between the parties relating to the arbitration or any order or directive by the arbitrator, the arbitrator shall be entitled to impose a sanction on that party by:
 - 9.1 making an appropriate costs order against the party; and/or
 - 9.2 by dismissing that party's claim or defence or any part thereof; and/or
 - 9.3 by ordering that party not to be entitled to lead any specific evidence; and/or
 - 9.4 by making an award in the absence of that party; and/or
 - 9.5 By making an order for specific performance in circumstances where a High Court would have been entitled to make such an order.
10. Any party shall be entitled to apply to a High Court with jurisdiction to make the arbitrator's award an order of that Court.
11. The arbitrator's award shall be subject to an appeal to the High Court, or to a tribunal consisting of two legal practitioners with at least twelve (12) years experience in practice to be agreed upon between the parties, failing which the Chairperson of the Cape Bar Council shall, after consultation as set out above, appoint the members of the tribunal.

12. An appeal to the High Court shall be governed by the relevant High Court rules. The following provisions shall apply to an appeal to the tribunal:
 - 12.1 The parties accept joint liability for payment of the fees of the members of the tribunal, which fees shall be agreed with each member of the tribunal and, as in the case of the arbitrator, be paid into a trust account nominated by that member of the tribunal.
 - 12.2 Subject to the provisions of this agreement the appeal shall be governed by the rules relating to appeals from an order of the High Court to the Supreme Court of Appeal.
 - 12.3 The appeal tribunal may make an order as to costs, which costs shall be taxable by the Taxing Master of the Cape Provincial Division of the High Court on the scale directed by the tribunal.
 - 12.4 There is no need for leave to appeal to the tribunal.
 - 12.5 The party desiring to appeal shall deliver his notice of appeal within fifteen (15) court days from receipt of the arbitrator's written reasons for his award.
 - 12.6 Within thirty (30) court days after delivery of the notice of appeal the appellant shall prepare and deliver a record of appeal to the other party and the tribunal.
 - 12.7 Twenty (20) court days after receipt of the record the appellant shall file his heads of argument.
 - 12.8 Within fifteen (15) court days after receipt of the appellant's heads of argument the respondent shall file his heads of argument.
 - 12.9 The appeal shall be heard at a time and place determined by the appeal tribunal.