



Cure-Chem South Africa (Pty) Limited

A Leading Supplier of Chemical Raw Materials

126, Rustivia Extention -3, Germiston, Gauteng, South Africa
P.O. Box 374, Edenvale - 1610

Tel : +(27-11) 974-9350, 974-9796 Fax :+(27-11) 974-9064

E-mail : anupchand@curechem.com Web : <http://www.curechem.com>

GENERAL TERMS AND CONDITIONS OF SALE

1. It is agreed that

this contract represents the entire agreement between the Customer and Curechem South Africa (Pty) Ltd (herein after called Curechem South Africa) and that no alterations or additions to this contract may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of Curechem South Africa; and 2) that this agreement will govern all future contractual relationships between the parties; and 3) is applicable to all existing debts between the parties; and 4) this contract is final and binding and is not subject to any dissolutive conditions; and 5) any conflicting conditions stipulated by the Customer are expressly excluded; and 6) these terms supersede all previous conditions without prejudice to any securities or guarantees held by Curechem South Africa; and 7) these terms apply to all servants, agents and subcontractors of both Curechem South Africa and the Customer.

2. This contract becomes final and binding on receipt of the acceptance by Curechem South Africa at its business address in Germiston, Johannesburg.

3. Guarantees, Liabilities and Claims

3.1 Goods are sold "voetstoots" with no warranty against latent defects and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantee:

3.2 It is the sole responsibility of the Customer to determine that the goods and services ordered are suitable for the purposes of intended use.

3.3 Liability is restricted to the cost of replacement of faulty goods and services or granting of a credit at the sole discretion of Curechem South Africa.

3.4 The Customer acknowledges that all specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Curechem South Africa in respect of the goods, orally or in writing, will not form part of the contract in any way unless agreed to in writing.

3.5 The Customer agrees that neither Curechem South Africa nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

3.6 No claim under this contract will arise unless the Customer has, within 3 days of the alleged breach or defect occurring, given Curechem South Africa 30 days written notice by prepaid registered post to rectify any defect or breach of contract

Initial: _____

Directors: Anup Chand, Urmil Mahajan



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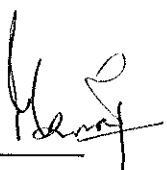
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- 3.7 To be valid, claims must be supported by the original Delivery Note and the applicable Tax Invoice.
- 3.8 If goods are found defective customer needs to inform within 7 days of acceptance of the same. Curechem will investigate on the same and give written approval for the return.
- 3.9 Under no circumstances will Curechem South Africa be liable for any consequential damages or for any delictual liability of any nature whatsoever or for any accidental damage.
- 3.10 Under no circumstances will Curechem South Africa be liable for any damage arising from any misuse or abuse of the goods.

4. Prices and Rates
 - 4.1 All quotes will remain valid for a maximum period of 30 days from the date of the quote. Curechem South Africa is not obliged to notify the Customer of any price changes made.
 - 4.2 All quotes are subject to the availability of the goods and services and the prices quoted are subject to any increases in the cost price of Curechem South Africa before dispatch of goods and commencement of services.
 - 4.3 The amount of the increase shall be certified by a duly authorised representative of Curechem South Africa and such certificate shall be final and binding on the Customer.
 - 4.4 The Customer agrees to the standard rates of Curechem South Africa for any goods and services rendered, which rates may be obtained on request.

5. Orders.
 - 5.1 The Customer hereby confirms that the goods and services on the Tax Invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where delivery / performance has already taken place; that the goods and services were inspected; and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
 - 5.2 All orders or variations to orders, whether oral or in writing, will be binding and subject to these Standard Conditions of Agreement and may not be cancelled unless written notice has been given to Curechem South Africa, 7 days in advance.

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5.3 Any order is subject to cancellation by Curechem South Africa due to force majeure from any cause beyond the control of Curechem South Africa, including (without restricting this clause to these instances) inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labor disputes, fire, flood, drought or legislation, or if the Customer breaches any term of this contract or makes any attempt of compromise, liquidation, sequestration, termination or judgment is recorded against the Customer or any of its principals.

6. Delivery.

6.1 Curechem South Africa shall be entitled in its sole discretion to split the delivery / performance of the goods and services ordered in the quantities it decides.

6.2 Curechem South Africa shall be entitled to invoice each delivery / performance actually made separately.

6.3 Any delivery note (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Curechem South Africa, shall be conclusive proof that delivery was made to the Customer.

6.4 The risk of damage to, destruction or theft of goods passes to the Customer on conclusion of the agreement of sale and the Customer undertakes to insure the goods fully until paid for.

6.5 Delivery and performance times given are merely estimates and are not binding on Curechem South Africa.

6.6 If Curechem South Africa agrees to engage a third party to transport the goods, Curechem South Africa is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Curechem South Africa and/or on the Standard Terms and Conditions of such a third party.

6.7 The Customer agrees to indemnify Curechem South Africa against any claims that may arise from such agreement in 6.6 against Curechem South Africa.

7. Payment and Ownership.

7.1 The Customer agrees to pay the full amount on the Tax Invoice at the offices of Curechem South Africa (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within the granted credit period as specified on the Credit Application after a Tax Invoice is issued by Curechem South Africa.

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- 7.2 The Customer has no right to withhold payment for any reason whatsoever and if payment is done by cheque, the customer warrants that there are sufficient funds available and will remain available in order for the payment to be honored, and that under no circumstances any cheques will be stopped.
- 7.3 The Customer agrees that no extension of payment of any nature will be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Curechem South Africa, reduced to writing and signed by the Customer and a duly authorized representative of Curechem South Africa.
- 7.4 The Customer is not entitled to set off any amount due to the Customer by Curechem South Africa against this debt.
- 7.5 All discounts will be forfeited if payment in full is not made on the due date.
- 7.6 The Customer agrees that the amount due and payable to Curechem South Africa may be determined and proven by a certificate issued and signed by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 7.7 Any delay in payment on any invoice beyond the agreed terms of credit shall attract interest at 2.5 % per month or part thereof, from the date of invoice, until the full amount is received by the Company
- 7.8 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.
- 7.9 All goods supplied by Curechem South Africa remain the property of Curechem South Africa until such goods have been fully paid for whether such property is attached to other property or not.
- 7.10 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Curechem South Africa.
- 7.11 The Customer irrevocably authorizes Curechem South Africa to enter its premises to repossess any goods delivered and indemnifies Curechem South Africa completely against any damage whatsoever relating to the removal of repossessed goods
- 7.12 If any goods supplied to the Customer are of a generic nature and have become property of the Customer by operation of law (confusion or commixtio) the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to Curechem South Africa.

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7.13 The Customer acknowledges and accepts that where payment is overdue in excess of the terms of this agreement and, after having been reminded once by Curechem South Africa of such overdue amount, Curechem South Africa has the right – without further notice to the Customer – to report the Customer’s indebtedness to Credit Control Organisations of Curechem South Africa’s choice.

8. Litigation.

- 8.1 The Customer expressly waives all rights to claim prescription under the relevant provisions of the Prescription Act 68 of 1969 as amended.
- 8.2 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10 above in the case of a Credit Approved Customer; Curechem South Africa is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the agreement and take possession of any goods delivered to the Customer and claim damages.
- 8.3 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods will be deemed the value placed on them by any sworn valuator after such repossession and such valuation will be conclusive proof of the value.
- 8.4 The Customer shall be liable to Curechem South Africa for all legal expenses on the attorney-and- own client scale of an attorney and counsel incurred by Curechem South Africa in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Curechem South Africa may demand.
- 8.5 The Customer shall pay three thousand Rand into court or furnish sufficient security in lieu of costs in any action instituted by or against the Customer.
- 8.6 The Customer agrees that Curechem South Africa will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

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- 8.7 The Customer agrees that no indulgence whatsoever by Curechem South Africa will affect the terms of this agreement or, any of the rights of Curechem South Africa and such indulgence shall not constitute a waiver by Curechem South Africa in respect of any of its rights herein. Under no circumstances will Curechem South Africa be stopped from exercising any of its rights in tells of this contract.
- 8.8 Curechem South Africa shall have the right to institute any action in either the Magistrate's Court or the Supreme Court at its sole discretion.
- 8.9 Any document will be deemed duly presented to the Customer within (i) 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; (iv) within 48 hours if sent by overnight courier; or (v) within 24 hours of being telexed to the Customer's telex number.
- 8.10 The Customer chooses as Domcilium citandi et executandi the business address or the physical addresses of any director (in the case of a company), member (in the case of close corporations) or of the owner(s) or partner(s).
9. General Stipulations
- 9.1 The Customer undertakes to inform Curechem South Africa in writing within 7 days of any change of Director, Member, Shareholder or Owner or address or 14 days prior to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.
- 9.2 The invalidity of any part of this contract will not affect the validity of any other part.
- 9.3 This contract becomes final and binding on receipt of the acceptance by Curechem South Africa at its business address in Pretoria
- 9.4 The Customer hereby acknowledges that he/she a) has read and understood each term of this agreement, b) accepts these as binding and c) acknowledges that the content reflects the true meaning of both parties and d) that this agreement has been entered into for the benefit of the Customer.
- 9.5 The Customer warrants that the signatories of this credit agreement have been duly authorised to contract on the Customer's behalf

NOTE: The Terms and Conditions are subject to change, modifications and updating from time to time.

x.x.x.....END OF TERMS AND CONDITIONS.....x.x.x

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