

No previous version of these standard terms and conditions, being version V1 July 2011, will be accepted by Lead Household Appliances (Pty) Ltd as from 1 July 2011

1. DEFINITIONS

The following expressions shall have the following meanings:

1.1 Agreement: this agreement;

1.2 CPA: the Consumer Protection Act 68 of 2008 (as amended from time to time);

1.3 Customer: the party entering into this Agreement with Lead, who can be either:

1.3.1 a CPA Customer: a party who is defined as a "consumer" in terms of the CPA; or

1.3.2 a non-CPA Customer: a party who is not a CPA Consumer;

1.4 Day: a business day (which excludes a public holiday, Saturday or Sunday);

1.5 Data Message: any information generated, sent, received or stored by electronic means and include, without being limited to, electronic mail and Records;

1.6 Goods: the home laundry products supplied to the Customer by Lead as described more fully in each Order, which products are sold for use by, and for the benefit of, a single family household only and not for commercial use;

1.7 Instructions: the installation, operation and preventative maintenance manual or disc provided to the Customer by Lead with the Goods and/or the training provided to the Customer, which manual, disc or training, as the case may be, provides the Customer, among other things, with the necessary instructions to use the Goods;

1.8 Lead: Lead Household Appliances (Pty) Ltd (reg no. 1992/03777/07);

1.9 party/ies: either Lead or the Customer, or both;

1.10 Prime: the publicly quoted prime overdraft rate from time to time of Lead's bankers evidenced, if required by the Customer, by a certificate of any manager of that institution whose designation it shall not be necessary to prove and whose determination shall constitute prima facie evidence of that rate;

1.11 Purchase Price: the purchase price for the Goods as set out more fully in each Order;

1.12 Order: a written order for Goods placed by the Customer with Lead;

1.13 Other Protected Parties: members, directors, officers, employees, representatives, agents and independent contractors of Lead;

1.14 Record: any information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in legible form;

1.15 Specified Warranties: the written leaflet with warranties included in the Goods supplied to the Customer by Lead.

2. ORDER AND AGREEMENT

2.1 Lead may accept or reject any Order placed by the Customer.

2.2 A valid and binding agreement between Lead and the Customer on the terms set out in this Agreement shall come into existence at the time when and place where Lead accepts the Order.

2.3 Each Order accepted by Lead shall create a separate agreement. Notwithstanding the aforesaid, the breach of any one such agreement shall, at Lead's election, constitute a breach of any of or all such agreements.

3. SALE

Lead sells to Customer who purchases from Lead the Goods on the terms of this Agreement.

4. DELIVERY

4.1 Lead will provide the Customer with a reasonable time and date on which the Goods will be delivered to the Supplier's premises when Lead accepts the Order or, alternatively, within a reasonable time after Lead has accepted the Order.

4.2 Should the time and/or date of delivery change for any reason whatsoever, Lead will notify the Customer to arrange and agree an alternative reasonable delivery time and/or date.

4.3 The costs of delivery of the Goods shall be for the account of the Supplier unless the parties agree otherwise.

4.4 On delivery of the Goods the CPA Customer shall be entitled to examine the Goods.

4.5 The Customer shall be regarded to have accepted delivery of the Goods when the Customer expressly or implicitly communicated to Lead that the Customer has accepted delivery of the Goods.

5. RISK, BENEFIT AND OWNERSHIP

5.1 Ownership in the Goods shall pass to the Customer upon the payment in full of the Purchase Price.

5.2 All risk and benefit of the Goods shall pass to the Customer upon physical delivery of the Goods to Customer's premises.

6. PURCHASE PRICE AND PAYMENT

6.1 The Customer shall pay the Purchase Price in accordance with the purchase terms described on the invoice issued by Lead to the Customer in relation to the Goods.

6.2 Payment of the Purchase Price shall be made without set-off, withholding or deduction of any nature in South Africa Rand and into a bank account as stipulated by Lead from time to time. Notwithstanding the aforesaid, payment of the Purchase Price by a CPA Customer may be made after set-off of any claim which the CPA Customer may have against Lead.

6.3 The Purchase Price does not include any payments in respect of installation or any other services provided by Lead to the Customer (if any).

6.4 The Purchase Price quoted by Lead to the Customer prior to Lead accepting the Order is subject to changes in the applicable exchange rate. In the case of a CPA Customer, if the Purchase Price is more than such quoted Purchase Price when Lead accepts the Order, Lead shall notify the CPA Customer of such increase and the CPA Customer shall be entitled to cancel the Order with immediate effect.

6.5 Unless specifically stated, the Purchase Price excludes any and all taxes (including value added tax), duties, tariffs, and/or levies. The Customer shall be liable to pay all such taxes, duties, tariffs and/or levies on demand to Lead.

6.6 If the Customer fails to pay the Purchase Price on the due date thereof as set out in the invoice issued by Lead to the Customer in relation to the Goods, the Purchase Price shall bear interest at a rate equal to 2% per annum above Prime or the maximum rate allowable by law, whichever is the greater, compounded monthly in arrears.

6.7 Until the Customer has paid the Purchase Price in full, the Customer shall be obliged to take whatever steps may be necessary to protect Lead's title in and to the Goods. In this regard, the Customer undertakes to prevent any damage to or loss of the Goods, including, without limitation, by insuring the Goods (and indicating Lead as an additional insured) and by not selling, ceding, assigning, transferring, pledging or otherwise encumbering the Goods, or allowing them to become subject to any lien of whatsoever nature, or delivering possession of the Goods to any other person.

6.8 Lead may allocate any payments made to it by the Customer pursuant to this Agreement to any other amounts due and owing by the Customer to Lead.

7. USE OF INFORMATION

The Customer consents to Lead making enquires about its credit record with any credit reference agency and any other party. Lead may also provide credit reference agencies with information regarding the Customer's payment history with Lead.

8. WARRANTIES

8.1 In addition to any statutory warranty to which a CPA Customer may be entitled, Lead provides to the Customer the Specified Warranties.

8.2 The Specified Warranties differ depending on the type of Goods sold by Lead to the Customer.

8.3 The Specified Warranties do not apply, and Lead shall not be liable to the Customer, in the following circumstances:

- 8.3.1 for any damage to or malfunction of the Goods arising from any cause whatsoever (other than as a result of a defect in material or workmanship of the Goods or the gross negligence of Lead) including, but without limitation:
 - 8.3.1.1 abuse of the Goods;
 - 8.3.1.2 misuse of the Goods;
 - 8.3.1.3 commercial use of the Goods;
 - 8.3.1.4 failure to use the Goods in accordance with the Instructions;
 - 8.3.1.5 improper installation of the Goods;
 - 8.3.1.6 transportation damage to the Goods after delivery of the Goods to the Customer;

- 8.3.2 for any damage to clothing or the Goods caused by foreign objects placed in the Goods;
- 8.3.2 for any consequential damages of the Customer arising from any defect in material or workmanship or any malfunction of the Goods other than as provided for in the CPA.

8.4 The Specified Warranties will be null and void in the following circumstances:

- 9.4.1 if the serial number on the Goods have been removed;
- 9.4.2 if any work (including, without limitation, installation) is carried out on the Goods by any person other than a suitably qualified employee of Lead or its nominated service representatives;
- 9.4.3 if the recommended service and maintenance procedures as set out in the Instructions are not followed;

8.5 Any service under the Specified Warranties shall only be carried out if the Specified Warranties have been produced and duly completed and sent to Lead as provided for in the Specified Warranties. Failure to produce the Specified Warranties will result in a charge being levied for (a) labour and parts, even if the Goods are still in the warranty period as set out in the Specified Warranties and (b) any service call when no fault is found with the Goods.

8.6 A valid and original proof of purchase of the Goods is required by Lead in order to validate the Specified Warranties.

9. DISCLAIMER

Except for the Specified Warranties and any statutory warranty to which a CPA Customer may be entitled, Lead makes no representations and gives no warranties or guarantees whatsoever (express or implied) in connection with the Goods.

10. LIABILITY

10.1 Subject to the provisions of the CPA, the Customer agrees that LHA and Other Protected Parties shall not (under any circumstances) be liable for any damages or loss, including consequential loss, arising out of any cause whatsoever including, without being limited to, death or personal injury to the Customer, the loss, destruction of or damage to any property belonging to the Customer arising from any cause whatsoever, other than as a result of the gross negligence of LHA and the Other Protected Parties.

10.2 The Customer indemnifies each of LHA and the Other Protected Parties against any claim for damages or loss, including consequential loss, arising out of any cause whatsoever, brought by any person arising from any cause whatsoever, other than as a result of the gross negligence of LHA and the Other Protected Parties.

I/We, the undersigned, hereby confirm that I/we have read and understood the provisions of this Agreement with Lead and agree thereto. I/We, also acknowledge that the fact, nature and effect of all the clauses that pertain to risk or liability, indemnities, acknowledgements of facts and the nature and limitations of the Goods, as indicated above in bold, have been drawn to my/our attention and that I/we have had adequate opportunity to read and comprehend the provisions of this Agreement and that I/we understand and hereby agree thereto.

Signature

Name in print

Date Place

If applicable, signed for and on behalf of the Customer (who warrants his / her authority hereto)

11. ORDER AMENDMENT AND CANCELLATION

- 11.1 The Customer may not amend any Order for any reason whatsoever.
- 11.2 A Non-CPA Customer may not cancel any Order for any reason whatsoever.
- 11.3 A CPA Customer may cancel an Order for any reason whatsoever, in which event Lead shall be entitled to impose a reasonable charge for such cancellation. Notwithstanding the aforesaid, Lead shall not be entitled to impose a charge for such cancellation in the circumstances set out in 6.4 or if the CPA Customer is unable to honour the Order in the circumstances set out in the CPA.

- proceedings in connection with this Agreement against the Customer in any other court of competent jurisdiction.
- 17.6 Costs: All costs and disbursements (including, without being limited to, legal costs on the attorney and own client scale, valuation costs and tracing agent's costs) incurred by either party as a result of relating to the other party ("defaulting party") failing to comply with its obligations in terms of this Agreement shall be for the account of the defaulting party and are payable on demand.
- 17.7 Warranty of authority: Customer warrants that the person who places the Order with Lead is duly authorised to place the Order on behalf of Customer.

12. BREACH BY THE CUSTOMER

If the Customer:

- 12.1 breaches any provision of this Agreement and fails to rectify such breach within 5 days of receipt of a written notice delivered to it by Lead, calling upon the Customer to rectify such breach; or
 - 12.2 being a natural person commits any act of insolvency or assigns, surrenders or attempts to assign or surrender his/her estate; or
 - 12.3 allows a default judgement to remain unsatisfied for a period for 7 days or be refused rescission within 14 days of any default judgment; or
 - 12.4 is sequestered, or placed under business rescue, or wound up, whether provisionally or finally; or
 - 12.5 compromises with any of its creditor/s or endeavours to attempt to do so,
- then and upon the occurrence of any of these events (**all of which are deemed to be material**) Lead shall be entitled at its election, to seek specific performance of the Customer's obligations in terms of this Agreement, or to cancel this Agreement, in either instance without prejudice to Lead's right to claim such damages as it may have suffered by reason of such breach.

13. BREACH BY LEAD

If Lead breaches any provision of this Agreement and fails to rectify such breach within 5 days of receipt of a written notice delivered to it by the Customer, calling upon Lead to rectify such breach, then the Customer shall be entitled at its election, to seek specific performance of Lead's obligations in terms of this Agreement, or to cancel this Agreement, in either instance without prejudice to the Customer's right to claim such damages as it may have suffered by reason of such breach.

14. ADMISSIBILITY OF DATA MESSAGES

Subject to the provisions of 15:

- 14.1 The parties agree that they may conclude binding agreements by means of Data Messages and that a requirement in this Agreement that a notice, Order or other document be in writing shall be satisfied if such notice, Order or other document is:
 - 15.1.1 in the form of a Data Message; and
 - 15.1.2 accessible in a manner useable for subsequent reference (including without limitation, a hard copy print out thereof).
- 14.2 Information and Data Messages shall not be denied legal effect, validity or enforceable solely on the grounds that same are wholly or partly in electronic form.
- 14.3 Information shall not be denied legal effect, validity or enforceable solely on the grounds that it is not contained in the Data Messages purporting to give rise to such legal effect, but merely referred to in such Data Message.
- 14.4 No information shall be deemed to be incorporated into a Data Message unless such information is referred to in a way in which a reasonable person would have noticed the reference and incorporation of such information, and such information is made accessible to the other party in a form in which it may be read, stored and retrieved by the other party on request.

15. NOTICES AND DOMICILIUM

The parties choose as their domicilium citandi et executandi ("Domicilium") for all purposes their address as stated in the Order. Either party may change its Domicilium by giving notice in writing to the other party. Any notice to a party's Domicilium shall be in writing and shall be deemed to have been received on the 7th day after the date of posting, if sent by prepaid registered post, or on the date of delivery or transmission if delivered by hand, transmitted by facsimile or by electronic transmission. Notwithstanding the aforesaid, any notice (or other statement of Lead which is of particular interest to a CPA Customer) shall only be deemed to have been received by such CPA Customer if such notice has been sent by prepaid registered post (and not by any other means).

16. FORCE MAJEURE

Neither party hereto shall have any liability by reason of failure to fill any obligations in terms of this Agreement if such failure is occasioned by force majeure including, but not limited to, events such as acts of God, fire, accident, government act, explosion, industrial dispute or any other act, omission or event beyond the reasonable control of such party.

17. GENERAL

- 17.1 Entire agreement: This Agreement constitutes the sole agreement applicable to the supply of the Goods by Lead and no agreement sought to be imposed by the Customer shall be of any force or effect.
- 17.2 Interpretation: If there is a conflict between this Agreement and any Order or any other correspondence relating to any Order then the terms of this Agreement shall prevail, unless expressly provided otherwise. The clause headings in this Agreement are intended for convenience only and shall not affect the construction or interpretation of this Agreement.
- 17.3 Variation: No amendment or modification to this Agreement shall be effective unless in writing and signed by authorised signatories of both Lead and Customer.
- 17.4 Waiver: No relaxation or indulgence granted or given by Lead to the Customer or failure by Lead to exercise any right shall be deemed to be a waiver of any of Lead's rights in terms of this Agreement and such relaxation or indulgence shall not be deemed to be novation of any of the terms of this Agreement.
- 17.5 Applicable Law: This Agreement shall be governed and construed according to the laws of the Republic of South Africa. The Customer hereby consents and submits to the jurisdiction of the Magistrate's Court having jurisdiction in respect of all proceedings in connection with this Agreement notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction. In any event Lead shall be entitled, at its option, to institute any

I/We, the undersigned, hereby confirm that I/we have read and understood the provisions of this Agreement with Lead and agree thereto. I/We, also acknowledge that the fact, nature and effect of all the clauses that pertain to risk or liability, indemnities, acknowledgements of facts and the nature and limitations of the Goods, as indicated above in bold, have been drawn to my/our attention and that I/we have had adequate opportunity to read and comprehend the provisions of this Agreement and that I/we understand and hereby agree thereto.

Signature

Name in print

Date Place

If applicable, signed for and on behalf of the Customer (who warrants his / her authority hereto)