

CONDITIONS OF CONTRACT FOR DIPPING

The work as specified on Job Card, Ref No _____ will be undertaken by Dip-Pack, subject to the following conditions:

1. All prices quoted on the Job Card are net, ex-factory, Rietfontein, Pretoria.
2. The written instructions regarding the treatment, colour, shape and finish of the trophy/ies, as described on the Job Card, are confirmed upon signature of the Job Card by the client or his authorized representative or agent.
3. The client confirms that no guarantees, expressed or implied were given to him, and that no representations of whatsoever nature were made to him, except as specified on the Job Card.
4. The untreated material as specified on the Job Card is stored and treated at the risk of the owner thereof and Dip-Pack accepts no responsibility whatsoever for any loss or damage of any nature howsoever caused. In particular, Dip-Pack accepts no responsibility for any loss or damage caused by or due to the negligence of factory personnel or damage caused by bacterial contamination or any other cause.
5. The parties agree to the jurisdiction of the Magistrate's Court with regard to any dispute arising from the Job Card.
6. After completion of the work as specified on the Job Card, any outstanding balance will become payable within 30 (thirty) days after a notice to that effect has been sent to the address as specified on the Job Card, which address is chosen by the client as **domicilium citandi et executandi** for all the purposes of this agreement.
7. Notwithstanding the provisions of paragraph 11 below, interest calculated at 24% (twenty four percent) per annum, together with storage costs calculated at US\$20.00 (twenty US Dollars) per day, will become payable on all outstanding accounts after the expiry of the 30 (thirty) days as provided for in paragraph 6, for a period of 3 (three) months.
8. The client hereby authorizes Dip-Pack irrevocably and **in rem suam** to sell the goods as mentioned on the Job Card to defray expenses, should the client fail to collect the goods mentioned thereon and/or to pay for the goods within the period as permitted in paragraphs 6 and 7 and notwithstanding the provisions of paragraph 11 below, after having received written notice that the goods are ready for collection.
9. Dip-Pack will be obliged to dispatch the goods, as specified on the Job Card, only on presentation of a copy of the Job Card, together with payment of the agreed price, as applicable.
10. In signing the Job Card, the client commits him/herself irrevocably to the terms and conditions thereof. Should the client cancel the Job Card for any reason whatsoever, Dip-Pack will be entitled to recover from the client any loss or damage, including loss due to the cancellation of the Job Card. In this regard, the parties agreed that Dip-Pack will be entitled, if so preferred, to prove the actual loss suffered and to recover this from the client.
11. Where the Job Card specifies that dipping work is to be performed, a deposit of 50% is required prior to the commencement of such work. Where the Job Card specifies that any other service is to be performed, full payment is required prior to the commencement of such work, as agreed upon.
12. This document contains the full terms and conditions of the Job Card between the parties and no other terms or conditions expressed or implied will apply to this agreement. Any alteration to these terms and conditions shall be in writing and signed by the parties hereto.

SIGNATURE OF CLIENT/REPRESENTATIVE
Duly authorized thereto

DATE

FOR AND ON BEHALF OF DIP-PACK
Duly authorized thereto

DATE