

Standard Terms & Conditions

SWIFT SILLIKER (PTY) LTD - STANDARD TERMS AND CONDITIONS

(Pertains to any current or future work submitted to Swift Silliker (Pty) Ltd.)

1. PURPOSE

- (a) When a client commissions the services of Swift Silliker (Pty) Ltd, the purpose of the investigation/service must be fully disclosed to Swift Silliker (Pty) Ltd. The Client will use the results of the investigation/service only for the purpose as disclosed to Swift Silliker (Pty) Ltd, unless otherwise agreed. The report and/or the results following the investigation may not be used as expert evidence in any legal proceedings without the prior written consent of Swift Silliker (Pty) Ltd. Should Swift Silliker (Pty) Ltd be subpoenaed to appear in Court as a result of this investigation/service, costs incurred shall be for the account of the Client who requested this investigation/service.
- (b) Any proposal or quotation provided to the Client by Swift Silliker (Pty) Ltd is confidential. The Client undertakes not to publish or use the information contained therein for any purpose other than evaluation of the specific proposal.

2. RISK

Materials, apparatus, equipment and substance (as defined in Occupational and Safety Health Act No 85 of 1993) delivered by or on behalf of the Client to Swift Silliker (Pty) Ltd pursuant to the specific work commissioned by the Client, shall be accepted, retained and used by Swift Silliker (Pty) Ltd at the Client's risk. The Client confirms that any substance supplied by it to be used in Microbiological Analyses will be free from contamination when delivered to Swift Silliker (Pty) Ltd.

3. PUBLICATION OF REPORTS

- a) The contents of any reports issued are confidential and may not be published by Swift Silliker (Pty) Ltd or the Client, nor may the results of any discussions with the analysts/consultants relating to this investigation/service be communicated to the press or technical journals or be publicised in any other manner, unless mutually agreed to in writing.
- b) The final report will be the property of the Client, but Swift Silliker (Pty) Ltd will only consent (in writing) to the publishing thereof provided that -
- Swift Silliker (Pty) Ltd is acknowledged in the publication;
 - it is published in full, or where only extracts thereof or a summary or an abridgement thereof is published, Swift Silliker (Pty) Ltd's prior written approval of the extracts, summary or abridged report is obtained; and
 - Swift Silliker (Pty) Ltd is indemnified against any claim for damages which may result from publication.

4. CONFIDENTIALITY

Swift Silliker (Pty) Ltd will not publish any results, obtained through investigations financed by an external Client, without such Client's consent. Swift Silliker (Pty) Ltd is, however, entitled to use technical information obtained from the investigation, but in so doing, undertakes not to identify the nature of the investigation or the Client.

5. ADVERTISING

No reference may be made to Swift Silliker (Pty) Ltd or any of its strategic units or employees in advertisements, or for sale or publicity purposes, without Swift Silliker (Pty) Ltd's prior written consent.

6. LIMITATION OF LIABILITY

While every care is taken to ensure the accuracy of any work performed by Swift Silliker (Pty) Ltd, Swift Silliker (Pty) Ltd does not warrant the merchantability or commercial viability of test results or information contained in its reports. Any claim for damages, whether direct or indirect, including consequential damages against Swift Silliker (Pty) Ltd based on the work commissioned by the Client, shall be limited to an amount equal to the amount actually paid by the Client to Swift Silliker (Pty) Ltd for the specific work commissioned by the Client.

7. DOMICILIUM CITANDI ET EXECUTANDI

- a) The Client hereto chooses the address as supplied on their Customer Take-on Form as their domicilium citandi et executandi for all purposes of, and in connection with contracts/written agreements for work commissioned from Swift Silliker (Pty) Ltd.
- b) Swift Silliker (Pty) Ltd chooses as their domicilium citandi et executandi the following address: 7 Warrington Road, Claremont, Cape Town.

8. NOTICES

Any notice regarding work commissioned by the Client from Swift Silliker (Pty) Ltd shall be made in writing and may either be given personally or sent by post, facsimile to the relevant Party at its domicilium or to such other address of which either Party is to notify the other Party in writing as the need arises. Any notice given by post shall be deemed to have been served on the expiry of 7 (seven) working days after the same is posted by recorded delivery post or airmail. Any notice delivered personally or sent by facsimile shall be deemed to have been served at the time of delivery or sending.

9. GOVERNING LAW AND JURISDICTION

Any work commissioned by the Client from Swift Silliker (Pty) Ltd in writing (by signing a quotation, proposal or contract) shall be governed by and interpreted in all respects in accordance with the Laws of the Republic of South Africa. The Parties hereby consent to the jurisdiction of any competent Magistrates Court for the adjudication of any claim based on this work commissioned.

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10. **AMENDMENTS**
No amendment to any work commissioned in writing by the Client from Swift Silliker (Pty) Ltd shall have any force or effect unless put in writing and signed by both Parties.
11. **VALIDITY**
All proposals/quotations are valid for 30 (thirty) days from date of issue, unless otherwise indicated, and unless accepted within that period, will lapse automatically.
12. **PAYMENT**
- All invoices are to be paid within 30 (thirty) days from Statement date. Failure to pay timeously will result in a penalty in the form of compound interest being levied on all overdue amounts ageing to 60+ days. This shall be due and payable on any outstanding debt at the beginning of each month after the expiry of the 60 (sixty) day window.
 - The person responsible for payment of the account, agrees to pay all reasonable collection commission, payable by the Credit Provider, for collection of payments and further agrees to pay all Legal costs, on our Attorney and client scale, caused by his/her default, including the Debt collectors costs as per Act for Debt Collectors, Act 114 of 1997.
 - The agent of a Legal entity or institution shall be personally liable for payment of accounts in the event of non-payment of same.
 - I herewith give consent to the Creditor or the Debt Collector, to check my credibility (credit check), as well as my personal particulars on Info data Banks such as ITC and others when required in the case of default.
13. **TERMINATION**
- Written contracts (signed proposals or quotations) may be terminated forthwith by either Party in the event of the other being liquidated or having a Judicial Manager appointed over all or part of its activities.
 - In the event of any Party to this contract being in breach of any of the terms of the written agreement, the other may by written notice require the Party which is in breach, to remedy the breach, and if it has not done so within 7 (seven) days of receipt of such notice, or if the breach is incapable of being remedied, the other Party may, in writing, terminate the Contract without prejudice to its right to claim damages. In all other cases clients will be liable for the full cost of commissioned work once the analysis or service has been signed for.
 - Cancellations for attendance of Training Courses at Swift's training centres are accepted up to 7 working days prior to the commencement of the course. If cancellations are made less than 7 days from commencement date of the course, the full fee as per signed contract/enrollment will be invoiced, and the non-attending delegate will forfeit all rights to reference notes and course materials. Substitute candidates are permitted.
 - Swift Silliker (Pty) Ltd reserves the right to cancel scheduled training courses at any time in the event of insufficient enrollments. Applicants will be informed of cancellations in writing and all fees will be refunded in full.
14. **INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT**
- The rights to any discovery, invention or improvement that may arise from the work are vested in Swift Silliker (Pty) Ltd and any requests with regard to the transfer thereof must be directed to Swift Silliker (Pty) Ltd in writing.
 - All training materials used by Swift Silliker (Pty) Ltd are copyrighted and may not be copied or be used by anyone other than Swift Silliker (Pty) Ltd to train third parties.
15. **RIGHT TO ADMISSION**
- The number of delegates per training course is limited and enrollments will be on a first-come, first-served basis.
 - Swift Silliker (Pty) Ltd reserves admission rights to all its training courses. Should it become evident during a training course that a delegate does not meet the minimum entrance requirements to the course as contractually agreed upon, or that the delegate is a direct competitor/consultant who did not disclose the full nature of their occupation on the course enrollment form, Swift reserves the right to ask the delegate to leave the training course.