

SERVICE LEVEL AGREEMENT TEMPLATE

entered into by and between

_____ (PTY) LTD

(Registration No. _____)

(“The Exporter”)

and

(Registration No. _____)

(the “Supplier”)

1. INTERPRETATIONS AND DEFINITIONS

- 1.1. The headnotes to the clauses of this Agreement are inserted for reference purposes only and shall in no way govern nor affect the interpretation hereof.
- 1.2. Unless inconsistent with the context, any expression herein contained, including any expression and any definition thereof in clause 1.3, which denotes:

2.2.1. any gender, includes the other gender;

2.2.2. a natural person, includes an artificial person and vice versa;

2.2.3. the singular, includes the plural and vice versa.

1.3. Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

“Agreement”	shall mean the agreement between the Parties set out in this document including any annexures hereto which annexures may be amended and replaced from time to time by written agreement between the Parties;
“The Exporter”	shall mean the Exporter of the Products described on the front page of this Agreement and further details of whom are set out in Annexure C hereto;
“The Remuneration”	shall mean the commission to which the Exporter shall be entitled for the services provided by him as further described in clause 18 ;
“CIF”	shall mean cost, insurances and freight charges as defined in the “Incoterms”;
“Costs”	shall mean all reasonable costs, including transport, CIF costs and other reasonable or direct costs incurred by or on behalf of the Exporter in relation to the export, marketing, sale and distribution of Products;
“FOB”	shall mean Free on Board, as defined in the “Incoterms”;
“Gross Proceeds”	shall mean the proceeds received by the Exporter in respect of the sale of Products, wherever marketed and without any deduction whatsoever;
“Incoterms”	shall mean the most recent version of the Incoterms as issued by the International Chamber of Commerce;

“Intake Point”	shall mean the point of delivery referred to in clause 5.3 where the Exporter will take delivery of the products;
“Net Proceeds”	shall mean the Gross Proceeds received by the Exporter less all Costs and less the Remuneration;
“Parties”	shall mean the Exporter and the Supplier and “Party” shall mean either one of them;
“PPECB”	shall mean the Perishable Products Export Control Board, a statutory body empowered with the assurance of quality of perishable Products exported from South Africa or such other entity as may be approved by the Exporter to render such service on behalf of the Exporter;
“Products”	shall mean all fresh produce produced by and delivered to the Exporter or on behalf of the Supplier of the fruit types, volumes and the specifications detailed in Annexure A, meeting the export quality requirements and standards laid down by PPECB from time to time;
“Season”	shall mean in the case of grapes from September to April of each year, in the case of _____ from _____ to _____ of each year and in the case of _____ fruit from _____ to _____ of each year;
“The Supplier”	shall mean the Supplier of the Products described on the front page of this Agreement and further details of whom are set out in Annexure B hereto;

2 INTRODUCTION

- 2.1. The Supplier is a producer of the Products and wishes to appoint the Exporter as his agent to market, distribute and sell the Products on his behalf.
- 2.2. The Exporter is willing to do so on certain terms and conditions and therefore the Parties agree as follows.

3. **APPOINTMENT**

The Supplier hereby appoints The Exporter to market, distribute and sell the Products produced by or on its behalf as further described in clause 5 below in accordance with the terms and conditions of this Agreement, and the Exporter hereby accepts such appointment.

4. **COMMENCEMENT AND DURATION**

This Agreement shall commence on _____ (the "Commencement Date") and shall continue in force for a minimum period of one Season and shall thereafter be renewed automatically and continue in force indefinitely until terminated by either Party on written notice of at least sixty (60) days prior to the commencement of the next Season, and subject further to provisions of termination set out in clause 20 below.

5. **PRODUCTS**

- 5.1. It is recorded that Annexure A sets out the fruit kind, variety, specifications, volume and grade of Products to be delivered to the Exporter by the Supplier in respect of the Season set out therein. Such Annexure may be amended and replaced by written agreement between the Parties prior to the commencement of each new Season during which this Agreement remains in force.
- 5.2. The volumes set out in Annexure A are an estimate of the minimum of what the Supplier expects to deliver to the Exporter and the Supplier undertakes to notify the Exporter in writing on a continuous basis of any change in such volumes and any other relevant Product information.
- 5.3. The Supplier shall pack and label the Products into cartons and with labels bearing such trademarks agreed between the Parties, provided that only Products which meet the size and quality specifications as determined by The PPECB, shall be packed into such cartons or be so labeled and all cartons so packed and Products so labeled shall be delivered to the Exporter at the Intake Point agreed between the Parties, as recorded in Annexure D.
- 5.4. The Supplier shall deliver full pallets of the Products according to the palletisation directions issued by the Exporter from time to time, failing which the Exporter will debit the Supplier for such additional costs as may be incurred in the handling, marketing and distribution of such incomplete pallets of the Products, according to charges and procedures reasonably determined by the Exporter.
- 5.5. Where Products are tendered for delivery by the Supplier and are not approved for export by PPECB or by the Exporter, the Supplier may immediately rectify the defect and tender delivery again. In the event that the defect cannot be rectified, such Products shall not be accepted by the Exporter and the Supplier shall be obliged to remove the Products from the Intake Point agreed between the Parties at his own expense, failing which the Supplier shall deal with such rejected Products in accordance with the instructions of the Exporter at the Supplier's own cost.

- 5.6. The Exporter shall be entitled, at his risk regarding such instructions or directions, to instruct or direct the Supplier in writing, in its sole discretion, as to the picking, packing, labeling, cooling, palletising, transportation and delivery of the Products and may provide the Supplier with a business plan detailing market segmentation and strategies for the marketing of the Products in terms of this Agreement, and the Supplier shall substantially comply with such instructions.
- 5.7. The Supplier and the Exporter shall abide by all applicable protocols and standards in respect of handling of the Products to ensure that the quality of the Products is not adversely affected to the extent that it can no longer be sold in the class or market for which it was initially packed.
- 5.8. In case of any deviation from the Product specifications set out in Annexure A, the written directions issued by the Exporter or the written order placed by the Exporter, the Exporter shall be entitled to reject such Product and shall bear no liability to the Supplier as a result of such rejection unless the Exporter agrees otherwise.

6 OBLIGATIONS OF THE EXPORTER

6.1 The Exporter:

- 6.1.1 must disclose to the Supplier particulars of the countries where it is envisaged that marketing will take place;
- 6.1.2 must disclose to the Supplier by way of a separate disclosure (and not merely disclosure of an all-inclusive fee or charge) of any charges and fees to be levied against the Supplier for any service rendered or to be rendered, including-
- 6.1.2.1 the amount, rate or basis of calculation and the frequency of payment thereof;
- 6.1.2.2 particulars of the identity of the recipient of such fees or charges, but only if so demanded by the Supplier in writing and then, within 20 (twenty) business days of that written demand; and
- 6.1.2.3 the services or other purpose for which each fee or charge is levied;
- 6.1.2.4 the nature, extent and frequency of any incentive, remuneration, consideration, commission, fee, rebate or brokerages ('valuable consideration'), which will or may become payable to the Exporter, or an employee or person related to the Exporter or employee directly or indirectly, by any third party, or for which the Exporter, employee or person related to the Exporter or employee, may become eligible, as a result of rendering of the services, as well as the identity of the third party providing or offering the valuable consideration and the manner in which it will be applied;
- 6.1.3 must have appropriate procedures and systems in place to and must obtain, store and retrieve such records, reports, statements, correspondence and any other material documentation relating to the Supplier or services rendered to the Supplier, including (but not limited to) all source documentation relating to sales transactions concluded with third parties on behalf of the Supplier;

- 6.1.4 must keep such records, reports and documentation safe from destruction;
- 6.1.5 provide the Supplier on written demand with copies of the records and documentation referred to in clause 6.1.3 above or to allow him to inspect and make copies of such records and documentation.
- 6.1.6 may not disclose any confidential information acquired or obtained from the Supplier in regard to his business, unless the prior written consent of the Supplier has been obtained or disclosure of the information is required in the public interest or under any law.
- 6.1.7 shall, to the extent reasonably required by the Supplier and at the Supplier's expense, maintain in force a suitable guarantee acceptable to his principal or professional indemnity or fidelity insurance cover (as fully described in Annexure F), to cover the Supplier against -
 - 6.1.7.1 the risk of losses or damages suffered due to theft committed by the Exporter or his staff of any monies or fresh produce entrusted by or on behalf of the Supplier to him;
 - 6.1.7.2 the risk of losses or damages suffered due to dishonest conduct by the Exporter or his staff insofar as such conduct relates to monies or fresh produce;
 - 6.1.7.3 loss or damage to fresh produce, in transport between the points of origin and final destination;
 - 6.1.7.4 loss, damage or injury caused wholly or partially as a consequence of any defect or hazard in the fresh produce or its packaging or as a consequence of supplying any unsafe fresh produce and arising from product liability to the extent possible and shall cause the Supplier all to be named as a co-insured in any insurance cover taken out in terms of clause 6.1.7 above.

7 POOLING ARRANGEMENTS

- 7.1 the Exporter shall be entitled, with the prior written consent of his Supplier who participates in a pooling arrangement, to combine his fresh produce with fresh produce received from other suppliers, to allow him to export a common supply of fresh produce from South Africa.
- 7.2 The pooling arrangement shall be managed and administered by the Exporter appointed by the Supplier and the other pool participants to combine their fresh produce for exporting the combined fresh produce to the purchaser thereof.
- 7.3 The Exporter shall, prior to exporting the fresh produce concerned, disclose to each pool participant in writing:
 - 7.3.1 a description of the pooling arrangement in which the Supplier concerned shall participate;
 - 7.3.2 the duration of the pooling arrangement concerned;

- 7.3.3 the number of pool participants in the pooling arrangement concerned and a list of each region involved in the pooling arrangement concerned; and
- 7.3.4 to the extent that such information is available, the names and addresses of all pool participants.
- 7.4 All agricultural produce combined together for purposes of a pooling arrangement shall be of the same class, size and quality unless otherwise agreed between all pool participants in writing prior to exporting the fresh produce concerned.
- 7.5 The net pool income, after deduction of all expenses relating to the sale and export of the fresh produce which have been combined for purposes of the pooling arrangement, shall be distributed between the pool participants, in such proportions as set forth in Annexure E hereto.
- 7.6 All losses suffered by pool participants, after deduction of all expenses relating to the sale and export of the agricultural produce which have been combined for purposes of the pooling arrangement, shall be shared in the same proportion as stipulated in clause 7.5 above, unless the pool participants agree otherwise in writing prior to exporting the agricultural produce concerned, in which event, the extent of the participation portion of each pool participant in such losses or the manner in which such pool losses shall be shared, shall be recorded in writing.
- 7.7 the Supplier shall be entitled at any time to withdraw from the pooling arrangement by giving written notice of such withdrawal to the Exporter, provided however that:
- 7.7.1 such withdrawal shall only take effect when all fresh produce of the Supplier which is subject to the pool arrangement, has been sold and accounted for by the Exporter; and
- 7.7.2 the Exporter shall, forthwith, inform all pool participants of the withdrawal of the Supplier, in writing, from the pooling arrangement.
- 7.8 the Export shall keep a register at his business address in which he shall on a continuous basis record all those particulars which are relevant in respect of each consignment of fresh produce received by him from the Supplier, such as:
- 7.8.1 the date of receipt of the consignment;
- 7.8.2 the name and address of the Supplier and trading name;
- 7.8.3 the number of any delivery note which accompanied it;
- 7.8.4 the commodity and class and size or count and pack type of fresh product received;
- 7.8.5 The quantity of crates or other containers or bins received;
- 7.8.6 full particulars of the mode of transport;
- 7.8.7 the container number;
- 7.8.8 the temperature recorder number;

7.8.9 the actual date of departure.;

7.8.10 target market or country of import.

8 TIME FRAMES FOR SHIPPING

8.1 The time period between packing and shipping of the fresh produce shall be as demanded by the nature of the fresh produce concerned but shall not exceed the periods prescribed by the PPECB.

8.2 the Export shall at all times comply with the rules and regulations laid down by the PPECB made in terms of clause 8.1 above.

9 DEAD FREIGHT AND PENALTIES FOR NON-DELIVERY AGAINST BOOKINGS

9.1 The Exporter shall utilise the most recent crop estimate provided by the Supplier and which is on record not more than three 3 (three) weeks prior to the date of shipping for the purposes of making freight bookings, unless otherwise agreed in writing between the Exporter and the Supplier.

9.2 If the volume delivered by the Supplier is different from the volume used for the freight bookings as calculated, then the Exporter shall use its best endeavors to minimise any penalties and/or dead freight costs.

9.3 If penalties and/or dead freight costs are incurred the Supplier shall be responsible for any such demurrage and/or dead freight costs, unless otherwise agreed in writing between the Supplier concerned and the Exporter.

9.4 Notwithstanding the aforementioned provisions, the Exporter shall use his commercial best endeavors to contract with the carrier of the fresh produce (as agent for the Supplier) or such other entity responsible for shipping the fresh produce ("the carrier") as to oblige the carrier to assume responsibility for demurrage and/or dead freight costs arising from instances related to force majeure. In such event the Supplier shall not be responsible for such costs.

10 MARKING OF PACKED FRESH PRODUCE

10.1 If the cartons or other packaging in a consignment of packed fresh produce have not been appropriately marked by the Supplier, the Exporter shall indicate the production unit code of the Supplier and the name and address of the Exporter and the prescribed specifications of the fresh produce concerned on each carton or other packaging or on a label affixed thereto before presenting it for sale.

10.2 Expenses attached to an action in terms of clause 10.1 by an Exporter shall be deemed to be expenses incurred by him in connection with the sale of that packed fresh produce, and shall be recoverable from the Supplier.

10.3 the Exporter shall ensure that the cartons or other packing materials concerned remain thus marked until they are delivered to the importer or the purchaser (as the case may be).

11 REPORTS ON UNSOLD FRESH PRODUCE

- 11.1 In the event of a problem which materially affects the value of the fresh produce being detected by or communicated to the Exporter, he shall forthwith:
- 11.1.1 furnish the Supplier with a preliminary report in respect of any damage or deterioration which could materially affect the market value of the fresh produce concerned;
 - 11.1.2 ensure temperature logs are downloaded and forwarded immediately by the receiver of the fresh produce concerned to the Exporter;
 - 11.1.3 assess whether any damage to or deterioration of the fresh produce reflects anything other than damage or deterioration of an inherent nature to the fresh produce including
 - 11.1.3.1 material temperature deviations;
 - 11.1.3.2 shipping delays of more than a week;
 - 11.1.3.3 controlled atmosphere malfunctions; or
 - 11.1.3.4 sterri failure.
 - 11.1.4 inform the applicable insurer of the situation and, if necessary, call for an independent survey of the cargo.
 - 11.1.5 keep his Supplier fully informed in writing in respect of all matters relating to a potential claim and the disposal of the consignment.

12 REPORTING TO SUPPLIER

- 12.1 The Exporter agent shall on commencement of shipping of the fresh produce intended for export and thereafter whenever a material change takes place regarding the price and/or condition of the fresh produce concerned, communicate in writing the price and condition of the fresh produce concerned to the Supplier and shall, in doing so, provide the Supplier with the following particulars:
- 12.1.1 the amount and nature of each deduction in respect of expenses incurred in connection with the sale and delivery of the fresh produce concerned or in respect of any other service rendered by the Exporter to the Supplier at the written request of the Supplier;
 - 12.1.2 the amount, rate or scale at which remuneration was claimed, and the amount of such remuneration; and
 - 12.1.3 particulars of fresh produce that have in terms of some or other law been found to be unsuitable to be presented for sale or have for another reason been withdrawn from sale.

13 MISCELLANEOUS DUTIES OF EXPORTER

The Exporter shall pro-actively manage and track the transportation and sale of the fresh produce and shall use his commercial best endeavours to procure that the fresh produce entrusted to him shall not become unsuitable to be presented for sale.

14 PAYMENT OF COSTS

14.1 The Exporter shall affect payment to any person incurring necessary costs ("the service provider") of all costs incurred by the service provider concerned on behalf of the Supplier, except where specified differently in writing;

14.2 It is specifically agreed between the Parties that all costs and disbursements incurred in respect of:

14.2.1 the fresh produce prior to its acceptance by the Exporter at the Intake Point, including but not limited to those in respect of the transport of the fresh produce to the Intake Point, PPECB inspections and cold storage, shall be for the account of the Supplier; and

14.2.2 attributed to the shipping of the fresh produce, shall be for the account of the Supplier, unless otherwise agreed in writing between the Supplier and the Exporter.

15 PAYMENTS AND ACCOUNTING TO THE SUPPLIER

15.1 The Exporter shall make payment to the Supplier as follows:

15.1.1 if payment is received by the Exporter earlier than 10 (ten) weeks after shipping, then payment to the Supplier shall be made not later than 10 (ten) weeks from shipping of the fresh produce unless his Supplier agrees in writing that payment may be extended to a later date, which extension however, may not be for a period longer than the last business day of the week in which the said ten-week period lapsed; or

15.1.2 if payment is received by the Exporter more than 10 (ten) weeks after shipping, payment to the Supplier shall be made within 7 (seven) days after such payment was received; provided however that where the export of fresh produce occurred as part of a pooling arrangement, payment to the Supplier and each pool participant shall be made not later than 7 (seven) days after the last payment was received by the Exporter in respect of that pooling arrangement.

15.2 The amount of such electronic transfer or of such cheque shall correspond with the amount due indicated on the relevant statement issued to the Supplier concerned in terms of clause 15.7 below; provided that the amounts due as indicated on two or more such statements may be combined for the purpose of payment with a single cheque or a single electronic transfer, in which case the Exporter shall also issue a summarised statement to the Supplier on which the following particulars are indicated -

- 15.2.1 the serial numbers of each of the statements referred to in clause 15.7.1 as well as the net amount due in terms of each such statement;
- 15.2.2 the total net amount owing; and
- 15.2.3 the number of the cheque or reference of the electronic transfer concerned.
- 15.3 The date of issue indicated on such cheque or such electronic transfer shall not be later than the date on which it has to be forwarded or transferred (as the case may be) to the Supplier concerned in terms of clause 15.1 above.
- 15.4 Where the Exporter sells the Supplier's fresh produce locally, he shall not be entitled without the prior written approval of the Supplier (who must approve such credit either for a specific buyer, or generally for a category of potential buyers and the specific buyer falls within that category) to sell the Supplier's fresh produce on the credit of the Supplier; provided however that such credit shall not be granted for a period longer than 30 (thirty) business days after date of the sales transaction concerned and provided further that the Exporter shall:
 - 15.4.1 comply with the provisions of clause 15.6 below; and
 - 15.4.2 make payment in full to the Supplier, without any right of set-off, on the first business day following the expiry of the 30 (thirty) business day period referred to in clause 15.4 above, unless the Supplier agrees, in writing, that payment may be extended to a date not later than the last business day of that month. Payment shall be made with full written particulars of the amount received, the identity of the buyer who made payment, the sales transaction to which such payment relates and the amount remaining outstanding after such payment has been made.
- 15.5 the Exporter shall see to it that no employee shall sell the Supplier's fresh produce on credit without the prior written consent of the Exporter and the Supplier.
- 15.6 Where the Exporter with the prior written consent of the Supplier and on the Supplier's behalf and at the risk of the Supplier grants credit to a buyer, the Exporter must at the written request of the Supplier furnish the Supplier with full particulars of the following information and, where such information is provided orally, must confirm such information within 5 (five) business days in writing:
 - 15.6.1 full business and trade names, registration number (if any), postal and physical addresses, telephone and, where applicable, cellular phone number, and internet and e-mail addresses, in respect of that buyer, as well as the names and contact details of appropriate contact persons or offices;
 - 15.6.2 a copy of a document which records the amount for which, the terms and conditions on which, and the period (not to exceed the period referred to in clause 15.4 above) for which credit was granted;

- 15.6.3 concise details of the legal and contractual status of the buyer, and whether the Exporter holds guarantees or any other form of security for the outstanding debt or not, to be provided in a manner which can reasonably be expected to make it clear to the Supplier which person or entity accepts responsibility for the payment of the outstanding debt and the extent to which the Supplier will have to accept such responsibility.
- 15.7 The Exporter shall simultaneously with the payment referred to in clause 15.1, issue a statement to his principal on which the following particulars are indicated:
- 15.7.1 a serial number;
- 15.7.2 the name of the Exporter;
- 15.7.3 the name and address of the Supplier;
- 15.7.4 the date or dates of sale of the fresh produce concerned;
- 15.7.5 the number of the delivery note (if any) that accompanied the consignment;
- 15.7.6 the kind and class or grade (if applicable) of fresh produce received, the quantity thereof that has been sold and the selling price and gross amount realised;
- 15.7.7 the amount and nature of each deduction in respect of expenses incurred in connection with the sale and export of the fresh produce concerned or in respect of any other service rendered by the Exporter to the Supplier at the written request of the Supplier;
- 15.7.8 the amount, rate or scale at which remuneration was claimed and the amount of such remuneration;
- 15.7.9 particulars of fresh produce that have, in terms of some or other law, been found to be unsuitable to be presented for sale or have for another reason been withdrawn for sale;
- 15.7.10 in the event of a sale of fresh produce having taken place locally on credit (whether the credit has been granted by the Exporter or by himself on behalf of the Supplier), particulars of the nature and extent of the credit that has been granted and particulars of the purchase of such fresh produce as required by clause 15.6 above.
- 15.7.11 When the Exporter indicates particulars referred to in clause 15.7.9 on a statement he shall, when requested thereto by the Supplier, provide a copy of the order by the appropriate authority that the fresh produce concerned has, in terms of some or other law, been found to be unsuitable to be presented for sale.

16 RIGHTS OF THE SUPPLIER

- 16.1 The Supplier shall, at its own cost:
- 16.1.1 be entitled to inspect any fresh produce which is alleged to be damaged or defective;

16.1.2 advise the Exporter in writing of its intention to inspect the fresh produce within 24 (twenty-four) hours of receipt of the report; and

16.1.3 be entitled to make written submissions to Exporter with regard to the cause of such defect and/or damage.

17 DELIVERY AND PASSING OF RISK

17.1. The Supplier shall deliver the Products to The Exporter at the Intake Points specified in Annexure D.

17.2. Delivery shall be deemed to have taken place once the Products are delivered at the Intake Points and have been approved by The Exporter by signature of the relevant intake documents and is thereafter approved by PPECB as suitable for export.

17.3. On delivery the risk in the Products, excluding risk of latent defects shall pass to The Exporter.

18. REMUNERATION

The Exporter shall be entitled to a commission of 6.5% (six point five percent) on a FOB basis, unless otherwise agreed between the Parties in writing.

19. APPOINTMENT OF AGENTS

The Supplier acknowledges that the Exporter, at its own risk, shall be entitled to appoint any agents to market, distribute and sell the Products and to provide such agents with such powers as it may deem necessary to exercise such actions in terms hereof.

20. BREACH AND TERMINATION

Should the Exporter ("the defaulting party") hereto: -

20 .1. commit any act of insolvency as defined in the Insolvency Act, 1936; or

20 .2. be wound up, whether provisionally or finally and whether compulsorily or voluntarily or be placed under judicial management; or

20 .3. enter into any arrangement or compromise with the general body of its creditors; or

20 .4. be the subject of any resolution passed for its winding up or dissolution; or

20 .5. breach any of the terms and conditions of this agreement, then the Supplier ("the non-defaulting party") shall be entitled forthwith in the case of clauses 20 .1 to 20 .4, both inclusive, and in the case of this clause 20 .5 where the defaulting party has failed to remedy such breach within a period of 14 (fourteen) days after receipt of written notice by the non-defaulting party requiring it to do so, to cancel this Agreement by written notice to that effect given to the defaulting party, which

cancellation shall be without prejudice to any other rights which the non-defaulting party may have at law.

20.6.1 Should the Supplier voluntarily seek to terminate the Agreement with the Exporter, then the Exporter shall give immediate effect to such request.

20.6.2 If the request of the Supplier, in terms of 20.6.1, is made on the advice of the Exporter, the Exporter must take reasonable steps to ensure that the Supplier fully understands all the implications of the termination.

21. NOTICES AND DOMICILIUM

21.1. For all purposes of this Agreement or with regard to any matter arising hereout or in connection herewith, the Parties hereby choose the following addresses as their respective *domicilia citandi et executandi* ("domicilium"):

21.1.1. The Exporter at:

Physical Address: _____

Postal Address: _____

Email Address: _____

21.1.2. The Supplier at:

Physical Address: _____

Postal Address: _____

Email Address: _____

21.2. Either Party hereto shall be entitled by notice in writing to the other to change its domicilium as set out above to any other physical address within the Republic of South Africa which address shall not be a post office box or poste restante.

21.3. Any notice which may be required to be given to a Party shall be sent to such Party's address as set out above, or duly altered from time to time, and shall:

21.3.1. be delivered by hand, in which event it shall be deemed to have been received on the day following the date of delivery; or

21.3.2. be sent by prepaid registered post, in which event it shall be deemed to have been delivered and received on the 7th business day after posting unless the contrary is proved'

21.3.3. be sent by email transmission, in which event it shall be deemed to have been received on the day following the date of delivery.

21.4. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium.

22. **APPLICABLE LAW**

This Agreement shall be governed by and interpreted under the laws of the Republic of South Africa and the Parties hereby consent and submit to the jurisdiction of any Magistrate's Court having jurisdiction in terms of Section 28 of the Magistrate's Court Act 1944 for the purposes of any dispute arising from or out of this agreement.

23. **NO CESSION OR ASSIGNMENT**

It is recorded that the Supplier may not cede nor assign its rights or delegate its obligations in terms of this Agreement but that The Exporter shall be entitled to cede and assign its rights and obligations in terms of this Agreement to any group company of The Exporter without the consent of the Supplier.

24. **INDULGENCES (NO WAIVER)**

24.1 Subject to clause 24.2 below, no relaxation, indulgence or concession granted by any Party to the other/s in respect of any of its obligations hereunder shall constitute a novation of any part of this Agreement nor otherwise prejudice, derogate from, or affect, any rights which the Party granting the relaxation, indulgence or concession may have against the Party/ies in whose favour such grant shall have been made.

24.2 The Exporter may not request or induce in any manner a principal to waive any right or benefit conferred on the Supplier by or in terms of any provision of the Act or the rules in accordance with the Act, or recognize, accept or act on any such waiver by the Supplier, and any such waiver shall be null and void.

25. **NO AMENDMENT/VARIATION**

No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the Parties.

SIGNED at _____ on this _____ day of _____ 20__

AS WITNESSES:

1. _____

2. _____

EXPORTER

SIGNED at _____ on this _____ day of _____ 20__

AS WITNESSES:

1. _____

2. _____

SUPPLIER

ANNEXURE A**PRODUCT INFORMATION**

FRUIT KIND / COMMODITY	VARIETY	QUALITY	SIZE	TARGET MARKET	VOLUME	SPECIFICATIONS

Expected timing of Delivery:	
---------------------------------	--

SUPPLIER

Name: _____

Reg. No.: _____

VAT No.: _____

Postal Address: _____

Physical Address: _____

Email Address: _____

Fax No.: _____

Tel. No.: _____

Representative/s: _____

Farm Name: _____

Owned by Supplier: Yes / No. If no, provide details of owner and relationship to Supplier:

Bank Details:

Name: _____

Account No.: _____

Branch Code: _____

Account Name: _____

EXPORTER

Name: _____

Reg. No.: _____

VAT No.: _____

Export No: _____

Postal Address: _____

Physical Address: _____

Email Address: _____

Fax No.: _____

Tel. No.: _____

Representative/s: _____

Bank Details:

Name: _____

Account No.: _____

Branch Code: _____

Account Name: _____

PARTICULARS OF INTAKE POINTS

PARTICULARS OF POOLING ARRANGEMENT

FULL PARTICULARS OF INSURANCE HELD BY EXPORTER