

SPILL TECH (PTY) LTD, and its subsidiaries (“Spill Tech”)

STANDARD TERMS OF CONTRACT

1. Goods and services provided by Spill Tech shall be performed within the level of care, ethics, skill and competence expected of a professional in this field, and shall be governed by these Standard Terms of Contract, which may be amended from time to time at the sole discretion of Spill Tech.
2. By accepting the performance of any service or the delivery of any goods from Spill Tech, you are deemed to have agreed to these Standard Terms of Contract.
3. A Spill Tech sign-on form, signed by the Customer employee, agent or representative (whose authority is warranted by the Customer) shall constitute a binding order for the services.
4. Spill Tech shall, in the absence of specific instructions from the Customer, elect, in its sole and absolute discretion, which method of clean-up and or removal and or disposal it will use when providing the Services.
5. Spill Tech shall carry out its obligations in terms of this agreement as an independent contractor and this agreement shall not give rise to any relationship of agency between the parties.
6. All prices and deliveries are ex works.
7. All goods supplied will be deemed to be correctly delivered and free from defects unless Spill Tech is notified in writing to the contrary within 10 days from receipt of such goods and will remain the property of Spill Tech until paid for in full.
8. If a date and time for delivery of any goods or services is agreed between Spill Tech and the Customer, Spill Tech shall use its best endeavours to fulfil its obligations. However, if for whatever reason Spill Tech fails to perform or effect delivery timeously, Spill Tech shall not be liable for any loss or damages of whatsoever nature suffered by the Customer on account thereof.
9. Delivery of goods shall be deemed to have been affected upon loading onto the vehicle being used to transport the goods to the Customer, at Spill Tech’s premises or other depot. The carrier shall, notwithstanding that such transportation may have been arranged by Spill Tech and/or that Spill Tech is paying for the costs of transportation, be deemed to be the agent of the Customer.
10. Risk in and to goods shall pass to the Customer upon loading as aforesaid. Spill Tech’s liability to the Customer, whether in contract or delict, arising out of the supply of goods or the rendering of services, shall be limited to a refund of the price paid by the Customer in respect thereof.
11. The Customer indemnifies Spill Tech, its officers, directors, employees and agents and holds them harmless against any losses of Spill Tech, including damage, damages, liabilities, fines, penalties, claims, costs and expenses (including legal fees on the scale as between attorney and client, interest and penalties) or any other third party, of whatsoever nature and howsoever arising in connection with the Goods and/or Services, save for any losses which arise out of the willful misconduct or gross negligence of Spill Tech, its employees or agents.
12. Notwithstanding anything to the contrary contained in these terms, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall Spill Tech or its servants (in whose favour this constitutes a stipulatio alteri) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
13. Payment shall be on presentation of an invoice from Spill Tech if the Customer does not have an approved account with Spill Tech. Spill Tech may require that the Customer provide a deposit prior to the commencement of the Services.
14. Any amounts owing to Spill Tech by the Customer shall only be settled when the funds have cleared in Spill Tech’s bank account.
15. Should the Customer receive an instruction that Spill Tech’s bank account details have changed, the onus is on the Customer to confirm with Spill Tech that the details are correct before effecting any payments.
16. A certificate signed by any manager of Spill Tech specifying the amount owing by the Customer to Spill Tech shall be sufficient (prima facie) proof of the amount thereof and of the fact that such amount is so due, owing and payable. It shall not be necessary to prove the appointment of the person signing any such certificate.
17. Should the Customer default in making any payment in accordance with the agreed trading terms, then all monies due to Spill Tech shall immediately become due and payable. Spill Tech shall be entitled to charge interest at the rate of 2% above the prime bank rate per annum on all overdue amounts from the due date for payment until the date of actual payment. Should any portion of an invoice be disputed, the Customer shall not withhold, and shall promptly pay, the undisputed portion of the invoice.
18. Any expense and/or costs or disbursements incurred by Spill Tech in recovering any outstanding monies including debt collection agency fees and legal costs on an Attorney and Own Client scale, plus collection

charges at the rate of 10 % on all payments collected, shall be paid by the Customer.

19. All amounts payable by the Customer to Spill Tech shall be paid without deduction or demand or setoff. The Customer further waives and abandons any right to request a Court to postpone entering judgment in favour of Spill Tech pending the adjudication of any counterclaim of the Customer against Spill Tech.
20. Spill Tech may have to record and retain certain information about the Customer. Spill Tech takes the privacy and the protection of all Customers' personal information very seriously, and will only use the personal information as stated in the Spill Tech POPIA policy, which may be found at www.spilltech.co.za.
21. The Customer shall treat as strictly confidential the rates and invoicing details of Spill Tech.