

TALISMAN HIRE

STANDARD TERMS AND CONDITIONS OF AGREEMENT (v. 1Nov2011)

Definition:

Talisman is in the business of hiring, selling, repairing, installing and preparation of industrial equipment and accessories (hereinafter referred to as "goods").

1. The Customer agrees that:

- 1.1 this Agreement represents the entire Agreement between the Customer and the legal entity as referred to on the Hire Contract / Delivery Note and / or Tax Invoice and / or Credit Application and / or Cash Customer Information and Suretyship (hereinafter called Talisman), and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Talisman;
- 1.2 this Agreement will govern all future contractual relationships between the parties;
- 1.3 this Agreement is applicable to all existing debts and future debts between the parties;
- 1.4 this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions;
- 1.5 any conflicting conditions stipulated by the Customer are expressly excluded;
- 1.6 these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by Talisman; and
- 1.7 these terms apply to all servants and subcontractors of Talisman.

2. Jurisdiction:

2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by Talisman at its business address as recorded on the Hire Contract / Delivery note, and / or Tax invoice, and / or Credit Application and Credit Agreement, and / or Cash Customer Information and Suretyship.

2.2 Any order only becomes final and binding on receipt and acceptance of such order by Talisman at its business address per clause 2.1.

3. Surety and co-principal debtor:

3.1 The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation), or Owner or Partner, as surety and co-principal debtor jointly and severally for the full amount due to Talisman and agrees that these Standard Terms and Conditions of Agreement will apply in the exact same way to him / her.

3.2 It is specifically recorded that the signatory in his / her capacity as surety chooses its address for any notification or service of legal documents or processes as the business address of the customer or his / her physical addresses as found in the Credit Application or Hire Contract / Delivery Note or Tax invoices.

4. Utilization of goods:

4.1 The Customer acknowledges that it does not rely on any representations made by Talisman in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Talisman in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by Talisman.

4.2 The Customer agrees that neither Talisman nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

4.2.1 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.

4.2.2 The Customer acknowledges that it is aware of the purpose for which the goods were designed as well as all safety and maintenance procedures and personal protective equipment, which are required in respect of the goods by any lawful authority, and safety and maintenance procedures. The Customer acknowledges that it has the necessary knowledge, and knows how to safely and correctly use the goods.

4.2.3 The Customer hereby indemnifies Talisman and all its personnel for all damage or loss suffered by the Customer or any third party, should the goods be used for any other purpose as it was designed for.

4.2.4 The Customer confirms that it uses the goods at its own risk and indemnifies Talisman against any claims of any nature brought against it by the Customer, employees, agents or representatives or third parties arising out of the use of the goods while under the control of the Customer in terms hereof and all costs and expenses or representation shall be binding on the Customer.

4.2.5 Talisman does not undertake to furnish the Customer with any technical advice, but should it do so, it does not warrant the correctness thereof.

4.2.6 The Customer may in no way cede, nor assign this agreement, nor sub-let the goods.

4.2.7 The failure by the Customer without the prior written consent of Talisman to either retain possession or removal from the intended hire site or use of the goods for any purpose other than indicated at the time of order or use outside the time provisions or use of the goods by unauthorised, inexperienced, unqualified or unlicensed persons will incur penalties of 50% (fifty percent) of the agreed daily rate from the moment of occurrence until issue of an off-hire delivery note by Talisman.

4.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

4.4 Talisman reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.

5. Hire period:

5.1 The hire period (HP) shall commence when the Customer takes delivery of the equipment and shall end when Talisman accepts return of the goods during its office hours, provided that in the case of goods delivered and to be collected by Talisman, the HP shall be regarded as having endured until the Customer has notified the Talisman Hire Desk (THD) per telephone, or by fax, or in person of termination of the HP. In the event that notification of termination of the HP is effected by way of fax, the Customer must also notify Talisman telephonically. The Customer shall immediately on receipt of notice by Talisman be allocated with a Hire termination number (HT number) and the onus will be on the Customer to obtain a HT number. In case of dispute as to the date and time of notice of termination of a hire by a Customer, the HT number and the recorded date and time (as by Talisman) of the allocation of such number, shall constitute *prima facie* proof of the giving of notice by the Customer and the date and time when such notice was given.

5.2 In the event that the Customer fails to return goods on the date of termination, Talisman shall be entitled to payment of damages in an amount equal to the hire charges as set out in this agreement, until the goods are returned, replaced or paid for in full.

5.3 The HP shall continue until such date and time when:

- i) the Customer gives notice to Talisman by phone or fax and in turn receives a HT number, or
- ii) the Customer returns the goods to Talisman, or
- iii) Talisman gives notice to the Customer by phone or fax, after which Talisman has the right to collect the equipment from the Customer or the Customer's site.

5.4 The hire charges in respect of this agreement will end on the date and time of acceptance of the goods by Talisman.

5.5 In the event that the Customer:

- i) Does not specify the HP for goods hired; and/or
- ii) If the Customer has not arranged for the hire to be for an undetermined period then the HP for unreturned goods will be deemed to be 24 (twenty four) hours, or until terminated by either party.

5.6 Notwithstanding that the Customer specified the HP for goods hired, the Customer shall inform Talisman 1 (one) day prior to the termination of the hire period of the date, time and place where the goods are to be collected. If the goods are not ready for collection when Talisman arrives to collect the goods, the Customer shall be liable to pay for the extra time being in possession of the goods and also for the miscollection of the goods, as per the Standard Rates of Talisman (available on request).

5.7 Either party may terminate the extended HP by giving 24 (twenty four) hours notice.

5.8 The Customer must obtain a valid HT number in circumstances so stipulated in terms of this Clause 5, and in all circumstances obtain from Talisman a copy of the hire contract / delivery note on which the returned goods were documented, in order for the termination to be valid.

5.9 It is recorded that Saturdays will be deemed to be a working day if the Customer does not notify Talisman in writing to the contrary.

5.10 It is recorded that 1 (one) working day is the equivalent of 9 (nine) business hours.

6. Quotations:

6.1 All quotations will remain valid for a period of 5 (five) days from the date of the quotation.

6.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by Talisman and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of Talisman before dispatch of the goods.

6.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.

6.4 A signed delivery note shall constitute *prima facie* proof that the goods have been delivered to be received and examined by the Customer in good condition and that the goods duly represent the goods ordered by the Customer at the prices agreed to by the Customer and where delivery has already taken place, the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects, whether signed by the Customer, an employee, an agent or representative of the Customer.

7. Goods in good order:

The Customer must notify Talisman of any defects within 1 (one) hour of taking delivery. Talisman shall determine whether the goods is defective or unfit for the purpose for which it is intended and shall be entitled to either terminate this Agreement or refund any hire charges already paid, or replace the defective goods.

8. Breakdown, repair, replacement:

8.1 The Customer shall, at his own cost, keep the oil and fuel levels to the standard required by Talisman until the goods are returned to Talisman.

8.2 The Customer shall immediately notify Talisman of any breakdown or defect and shall not attempt to repair the goods or replace any parts. Talisman shall be entitled to repair or replace the goods at its costs at the Customer's principle place of business unless Talisman in its sole discretion determines that the breakdown is due to improper use of or failure to service and maintain the goods in which event the Customer shall on demand reimburse Talisman with all costs incurred as a result of the breakdown.

8.3 The Customer shall return the goods in a clean state and in good order, fair wear and tear excluded. In the event that the goods are lost, destroyed or damaged as a result of any direct or indirect act or omission by the Customer, its employees or agents prior to the return thereof, the Customer shall be liable to make good the replacement cost thereof and hire charges shall continue until the Customer has paid for or replaced the lost goods. If goods are returned in an unclean state, the Customer shall be liable for reasonable costs to Talisman for cleaning of the goods.

8.4 Should it be agreed that Talisman shall remove the goods at the end of any HP from the relevant site where it is situated; the Customer shall ensure that the goods are readily accessible, properly vacated and recoverable. The Customer indemnifies Talisman against all claims for damages or losses incurred as a result of the direct or indirect act or omission by the Customer, its employees or agents, during the removal of the goods from the relevant site.

8.5 In the event of a breakdown or defect of any of the goods hired by the Customer, the Customer shall notify the THD by way of telephone of such breakdown. The Customer shall immediately on receipt of notice by Talisman be allocated with a Breakdown number (BD number). In case of dispute as to the date and time of the allocated number, the date and time as allocated by the THD on its documentation shall constitute *prima facie* proof of the date and time that the Customer gave its notice in terms of this clause.

8.6 If a call-out is requested by the Customer, and the breakdown or defect occurred because of negligence such as equipment running out of fuel or equipment not being switched on, and a Talisman technician needs to intervene, refuel, bleed or switch on, the applicable rate per hour will be as per the Standard Rates of Talisman, available on request, calculated from the time the technician leaves the Talisman premises until time of return. A travelling fee per kilometre to and from the site will be charged as per the Standard Rates of Talisman, available on request.

9. Orders and delivery:

9.1 Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these Standard Terms and Conditions of Agreement and may not be revoked by the Customer.

9.2 Talisman shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.

9.3 Talisman shall be entitled to invoice each delivery / performance actually made separately.

10. Risk:

10.1 The risk of damage to, destruction or theft of goods shall pass to the Customer on the moment of dispatch and the Customer undertakes to comprehensively insure the goods for the replacement value, until the goods are returned.

10.2 The Customer shall at all times be fully responsible for the goods prior to the return thereof, and shall return it to Talisman at the expiry of the HP or on cancellation of the agreement provided that, in the case where Talisman has contracted to collect the goods, Talisman shall carry the risk from the moment of taking the goods in its possession on collection, or within 48 (forty eight) hours (Saturdays, Sundays and public holidays excluded) from notification of termination of hire by the Customer (whom should be in possession of a valid HT number), whichever happens first.

10.3 Talisman shall at all reasonable times be entitled access of the premises of the Customer for the purposes of inspection; and / or repairing; and / or repossession of the goods (clause 21); and / or cleaning; and / or servicing the goods.

11. Liability:

11.1 Under no circumstances will Talisman be liable for any damages arising from any use, misuse, abuse or improper care of the goods by the Customer, its employees or its agents causing the goods to be damaged whilst in the care and control of the Customer, its employees or its agents.

11.2 Under no circumstances shall Talisman be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.

11.3 Delivery and performance times quoted are merely estimates and are not binding on Talisman.

11.4 If Talisman agrees to engage a third party to transport the goods, Talisman is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Talisman.

11.5 The Customer indemnifies Talisman against any claims against Talisman that may arise from such agreement in clause 11.4.

12. Warranty:

12.1 Talisman warrants that the goods are fit for the purpose of intended use and that no other warranties, nor representations, shall be binding on Talisman unless such warranties or representations are in writing and signed by a duly authorised representative of Talisman and all other guarantees including common law guarantees are hereby specifically excluded.

12.2 Any item delivered to Talisman shall serve as pledge in favour of Talisman for present and past debts and Talisman shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in clause 21.1. The sworn or realised value of pledged goods will be offset against the Customer's debts any excess balance will be paid to the Customer.

13. Cession:

13.1 The Customer hereby irrevocably and in rem suam (concerning one's own affairs) cedes, pledges, assigns, transfers and makes over to and in favour of Talisman, all its rights, title, interest in and to all claims of whatsoever nature and description and howsoever arising which the Customer may now, or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which

may now or at any time hereafter be or become owing by the Customer from whatsoever cause or causes arising, which the Customer may be or become bound to perform in favour of Talisman, if being acknowledged that this cession is a cession in securitatem debiti and is not an out and out cession.

13.2 Should it transpire that the Customer entered into prior deeds of cession or otherwise disposed of any of the rights, title and interest in and to any of the debts which will from time to time be subject to the cession, then this cession shall operate as a cession of all the Customer's reversionary rights.

14. Place of delivery:

Delivery of the goods or services to the Customer shall take place at the place of business of Talisman.

15. Payment terms:

15.1 The Customer agrees that the amount contained in a Tax Invoice issued by Talisman shall be due and payable unconditionally

a) cash on order (South African currency); or

b) if the Customer is a cash hire Customer, the cost of the hire and a deposit (as determined by Talisman); or

c) if the Customer is a credit approved Customer, within 30 (thirty) days from the end of the month in which a Tax invoice was issued by Talisman.

15.2 The Customer agrees to pay the amount on the Tax invoice at the offices of Talisman.

15.3 The risk of payment by cheque through the post rests with the Customer.

15.4 Should any amount not be paid by the Customer on the due date, then all other amounts in respect of all transactions between Talisman and the Customer shall become due, owing and payable irrespective of the date(s) when these transactions took place or when payment of same would have become payable.

15.5 The Customer agrees to notify Talisman in writing if an invoice amount is disputed within 14 (fourteen) days of receiving the invoice, after which date the invoice amount will be deemed to be correct and final.

16. Withholding of payment:

16.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Talisman, reduced to writing and signed by the Customer and a duly authorised representative of Talisman.

16.2 The Customer is not entitled to set off any amount due to the Customer by Talisman against this debt.

16.3 All discounts shall be forfeited if payment in full is not made on the due date.

17. Certificate of indebtedness:

The Customer agrees that the amount due and payable to Talisman may be determined and proven by a certificate issued and signed by any director or member or manager of Talisman, whose authority need not be proven, or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

18. Computer evidence:

Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

19. Interest:

19.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 if that Act is applicable, or at double the repo-rate as declared by the Reserve Bank from time to time if that Act is not applicable, on any moneys past due date to Talisman and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.

19.2 The Customer expressly agrees that no debt owed to Talisman by the Customer shall become prescribed before the passing of a period of 6 (six) years from the date the debt falls due.

20. Non-payment:

20.1 The Customer agrees that if a Tax invoice is not settled in full

a) against order; or

b) within the period agreed in clause 15.1 above in the case of a Credit Approved Customer; then Talisman is entitled to:

i) immediately institute action against the Customer at the sole expense of the Customer; or

ii) cancel the Agreement and take possession of any goods hired or sold to the Customer and claim damages.

These remedies are without prejudice to any other right Talisman may be entitled to in terms of this Agreement or in law.

20.2 Talisman reserves its right to stop supply immediately on cancellation or on non-payment.

20.3 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 15.1 c) and all amounts then outstanding shall immediately become due and payable.

20.4 Talisman shall be entitled to withdraw credit facilities at any time within its sole discretion.

21. Repossession:

21.1 In the event of cancellation, the Customer shall be liable to pay

a) the difference between the selling price and the value of the goods at the time of repossession; and

b) all other costs incurred in the repossession of the goods.

The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

21.2 In the event of cancellation of the Agreement by Talisman, it shall be entitled to repossess those goods hired or sold that have been delivered to the Customer and remains unpaid by the due date.

21.3 In the event of cancellation of the Agreement by Talisman, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.

22. Ownership:

22.1 All goods supplied by Talisman remain the property of Talisman until such goods have been fully paid for whether such goods are attached to other property or not.

22.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Talisman. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Talisman in the goods.

22.3 If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (*confusio* or *commixtio*) the Customer shall be obliged on notice of cancellation of the Agreement to retransfer the same quantity of goods in ownership to Talisman.

23. Sheds, containers, guard huts and mobile toilets:

23.1 The Customer shall, prior to the relocation of either sheds, containers, guard huts or mobile toilets to another site, obtain the written approval from Talisman. In the event that the Customer contravenes the terms of this clause then and in that event the Customer shall bear the surplus charge levied by Talisman for travelling costs incurred, which charge will be similar to the service charge levied for the maintenance of the mobile toilets.

23.2 The Customer must specifically state the date of relocation as well as the full particulars regarding the new site address.

23.3 If the goods being moved are sheds, containers or guard huts and the Customer did not obtain the necessary written approval as is stated in Clause 23.1 above, then and in that event then the Customer will be responsible for any damages incurred in the process of relocation.

23.4 If the goods being moved are sheds, containers or guard huts and the Customer did obtain the necessary written approval from Talisman as is stated in Clause 23.1 above, but the Customer attached certain structures to the sheds, containers or guard huts, then and in that event the Customer shall be liable for any extra costs incurred by Talisman in order to remove or relocate the said sheds, containers or guard huts.

23.5 If the mobile toilets are not accessible for removal and / or is obstructed in some way that may cause difficulty for Talisman to remove or service the said toilets, then and in that event the Customer shall bear the extra costs that may be incurred by Talisman in order to do the same.

24. Core drilling:

24.1 Prior to Talisman commencing any concrete core-drilling work on behalf of the Customer, the Customer must advise Talisman of, point out and clearly mark the precise location of any and all services and / or internal structural support system/s embedded below the core-drilling surface ("embedded services and / or structural reinforcement").

24.2 The embedded services which the Customer has a duty to identify, point out and mark include, but are not limited to, electrical services, gas services, fuel services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, plumbing services, telephone cables, fibre optic cables, oil pumping mains, and any other embedded services and structural reinforcement that could be damaged by core drilling on the site.

24.3 While Talisman undertakes to take the necessary precautions to avoid drilling damage to any and all embedded services and / or structural reinforcement the Customer agrees to indemnify Talisman in respect of any and all loss, damage, costs and/or fines of any nature, which may be sustained, by the Customer in consequence of, whether directly or indirectly, Talisman causing damage to the said embedded services and / or structural reinforcement due to the Customer not identifying, not having pointed out and / or incorrectly pointed out and not clearly marking the precise location of the said embedded services and structural re-enforcement as per clause 24.1.

25. Legal cost and proceedings:

25.1 The Customer shall be liable to Talisman for all legal expenses on the attorney-and-own-Customer scale incurred by Talisman in the event of:

a) any default by the Customer; or

b) any litigation in regard to the validity and enforceability of this Agreement.

The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, and for any form of security that Talisman may demand.

25.2 The Customer agrees that Talisman will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

25.3 The Customer hereby consents that Talisman shall have the right to institute any legal action in either the Magistrate's Court or the High Court as per the jurisdiction as recorded on the Hire contract / Delivery note and / or Tax invoice and / or Credit Application, at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

26. Non-Waiver

The Customer agrees that no indulgence whatsoever by Talisman will affect the terms of this Agreement or any of the rights of Talisman and such indulgence shall not constitute a waiver by Talisman in respect of any of its rights herein. Under no circumstances will Talisman be estopped from exercising any of its rights in terms of this Agreement.

27. Legal Addresses and Notices

27.1 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), any Member (in the case of a close corporation) or of the Owner(s) or Partner(s) as found in the Credit Application or Cash Customer Information and Suretyship or Tax invoice(s).

27.2 Any document shall be deemed duly presented to and accepted by the Customer

- a) within 5 (five) days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or
- b) within 24 (twenty four) hours of being faxed to any of the Customer's fax numbers or any director's, member's or owner's fax numbers; or
- c) on being delivered by hand to the Customer or any director, member or owner of the Customer; or
- d) within 48 (forty eight) hours if sent by overnight courier; or
- e) within 7 (seven) days of being sent by surface mail; or
- f) within 24 (twenty four) hours of being e-mailed to any e-mail address provided by the Customer.

27.3 The Customer undertakes to inform Talisman in writing within 7 (seven) days of any change of Director, Member, Shareholder, Owner or Partner, or any change of any address, or 14 (fourteen) days prior to selling or alienating the Customer's business, and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Talisman reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

28. Personal information:

28.1 The Customer hereby consents to the storage and use by Talisman of the personal information that it has provided to Talisman for establishing its credit rating and to Talisman disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Talisman will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

28.2 The Customer hereby consents that Talisman can provide personal information of the Customer to third parties, if the Customer has indicated Talisman as a trade reference to third parties and the Customer agrees that Talisman will not be liable for the good faith disclosure of any of this information to such third parties.

29. Variable credit facility:

The Customer hereby agrees that the credit facility is a variable credit facility and that Talisman shall be entitled to increase its credit limit from time to time.

30. Standard rates:

30.1 The Customer agrees to the Standard Rates of Talisman for any goods or services rendered, which rates may be obtained on request.

30.2 Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

31. Cancellation of orders by Talisman:

31.1 Any order is subject to cancellation by Talisman due to acts of God or any circumstance beyond the control of Talisman, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

31.2 Any order is subject to cancellation by Talisman if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.

31.3 The Customer agrees that Talisman will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in Clause 31.1 or 31.2 occur.

32. Exclusion of NCA and CPA:

32.1 If the National Credit Act 34 of 2005 is applicable the following clauses in this agreement shall be severed: Clauses 4.2, 25.3, and 29.

32.2 If the Consumer Protection Act 68 of 2009 is applicable the following clauses in this agreement shall be severed: Clauses 4.2, 6.2, 6.4, 10.1, 11.2, 12.1, 12.2, 16.2, 19.2, 24.1, 25.3, 27.1, 27.2, and 29.

33. S.A. law:

This Agreement and its interpretation is subject to South African law.