

STANDARD TERMS AND CONDITIONS OF AGREEMENT (v.06/07/2021)

Definition

The Legal Entity nominated as "Talisman", will be the contracting party supplying all goods and services in this agreement and will be hereinafter referred to as "Talisman". 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 The 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 duly authorised representative of the Customer and of Talisman;
- 1.2 The 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 The 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 The 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 employees and subcontractors of the Customer and Talisman.

2. Jurisdiction

The Customer agrees and consents that Talisman may at its own discretion be entitled to institute any legal proceeding which may arise out of or in connection with this agreement in any Magistrate Court having jurisdiction, notwithstanding the fact that the claim of the value of the matter in dispute, might exceed the jurisdiction of such magistrate court.

3. Surety and co-principal debtor

I / We as signatories to this agreement, bind myself / ourselves as surety for and co-principal debtor jointly and severally with the Customer to Talisman for the due and punctual performance by the Customer of all its obligations to Talisman whether presently due, owing and payable or becoming due, owing and payable in the future. This suretyship is given as a continuing covering suretyship.

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 employees 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 of the Agreement.
 - 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 Hire Desk at Talisman (THD) per telephone, fax, email or in person of termination of the HP. In the event that notification of termination of the HP is affected by way of fax or email, 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 an 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 the 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, fax or email and in turn receives a HT number, and
- ii) the Customer returns the goods to Talisman, or
- iii) Talisman gives notice to the Customer by phone, fax or email, after which Talisman has the right to collect the equipment from the Customer or the Customer's site and issue the Customer with an HP number.

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 mis collection 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 in writing.

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 If 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 principal 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 new replacement cost thereof (including Value added tax) 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 but not limited to 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 traveling fee per kilometer 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 new replacement value (including Value added tax), 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 the 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 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 and any excess balance will be paid to the Customer.

13. Cession

13.1 The Customer hereby cedes, transfers and makes over to the Talisman his/her right, title and interest in and to all the book debts of the Customer, both future and present of whatsoever nature and from whatsoever cause arising, as security for the abovementioned and/or any indebtedness of the Customer to Talisman arising out of the obligation referred to in this agreement or any payment made or liability incurred hereunder.

13.2 The cession shall endure and be of full force and effect until all undertaking and all liabilities of the Customer referred to in this agreement has been met / fulfilled and / or been paid by the Customer to Talisman or otherwise discharged.

13.3 Talisman reserves the right to require, at any time, satisfactory additional security from the Customer for the due performance of any of the Customer's obligations.

13.4 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 or into a bank account of the choice 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 7 (seven) 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 will be 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 a 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. Non-payment

19.1 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.

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

19.3 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.

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

20. Repossession

20.1 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.

20.2 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.

20.3 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.

21. Ownership

21.1 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.

21.2 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.

21.3 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.

22. Sheds, containers, guard huts and mobile toilets

22.1 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 traveling costs incurred, which charge will be similar to the service charge levied for the maintenance of the mobile toilets.

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

22.3 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 22.1 above, then and in that event, the Customer will be responsible for any damages incurred in the process of relocation.

22.4 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 22.1 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.

22.5 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.

23. Core Drilling

23.1 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").

23.2 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.

23.3 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 Talisman, whether directly or indirectly, 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 23.1.

24. Legal cost and proceedings

24.1 The Customer shall be liable to Talisman for all legal expenses on the attorney-and-own-Client scale incurred by Talisman, alternatively to all collection cost as prescribed in terms of the Debt Collection Act 114 of 1998 (if a debt collector is used), 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.

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

24.3 The Customer hereby consents, agree and give consent that any dispute, difference in opinion or claim which is based on a liquid claim or document, which stems from this agreement or which has to do with this agreement, may be resolved through the process of arbitration. The dispute, difference in opinion or claim will be submitted to the "South African Chamber of Arbitration", who will appoint an arbiter to resolve this dispute, difference in opinion or claim in accordance with the Rules for Speedy Arbitration of Financial Claims, which rules are available on www.arbitrationsa.co.za. Any judgment passed by the arbiter appointed by The South African Chamber of Arbitration is final and binding on the parties, and no party will have the right to appeal against the judgment. Any order by the arbiter of The South African Chamber of Arbitration is fully enforceable by any court which has the necessary jurisdiction.

24.4. The provisions of this Arbitration clause are severable from the rest of this agreement and shall remain in effect even if this Agreement is terminated for any reason.

24.5. None of the above will prevent Talisman 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.

25. 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.

26. Legal Addresses and Notices

26.1 The Customer chooses its physical and email address as domicilium address for service of all and any notices and correspondence and consent to service of any correspondence by way of a registered email.

26.2 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 60 (sixty) 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.

27. Processing of Personal Information and Credit Information

This Clause 27 is drafted in terms of the Protection of Personal Information Act 4 of 2013 and are all relevant clauses and definitions drafted to comply with this act.

27.1 Talisman will keep the Customer's Personal Information for as long as Talisman needs to or has to by law.

27.2 Talisman will not disclose the Customer's Personal Information to anyone unless Talisman is acting in terms of this Agreement or where Talisman is obliged to by law, in terms of a court order, or where Talisman has the Customer's consent.

27.3 The Customer agrees and consents that Talisman may process, verify, investigate, record, and/or disclose the Customer's Personal Information, including details of any transactions on the Customer's account, to:

27.3.1 assess any application that the Customer makes with Talisman and/or the Talisman Network (Talisman may use a standard credit-scoring or another automated decision-making system to do this);

27.3.2 manage the Customer's account, and make decisions on questions about any application, agreement or communication which the Customer may have with us;

27.3.3 search credit bureau, fraud prevention agencies' records, criminal records or any other party's records so that Talisman can manage the Customer's account in all aspects, make well-informed decisions and to verify and update any information that the Customer has provided Talisman with;

27.3.4 carry out, monitor and analyse the Customer's business;

27.3.5 contact the Customer by mail, telephone, email, SMS or other electronic means or in any other way about other products and services which Talisman consider may interest the Customer unless the Customer tells Talisman that the Customer would prefer not to receive such offers. The Customer may inform Talisman by replying in writing accordingly to Talisman's correspondence;

27.3.6 any person or company (including any direct marketing agencies) with whom Talisman interact to supply to the Customer, or provide to the Customer or market to the Customer any product or service that Talisman believes the Customer may be interested in unless the Customer tells Talisman in writing that the Customer would prefer not to receive such marketing;

27.3.7 any person or company working for or with Talisman;

27.3.8 any guarantor of the Customer's obligations under this Agreement;

27.3.9 any payment system under or through which Talisman receives the Customer's payments;

27.3.10 any person to whom Talisman transfers any of its rights or obligations under this Agreement;

27.3.11 any other party who processes the Customer's Personal Information on Talisman's behalf (including parties who are located and run their business outside of South Africa, meaning data will be send cross-border);

27.3.12 any debt collector or attorney appointed to collect any monies the Customer owes Talisman; and

27.3.13 anyone the Customer authorises Talisman to give the Customer's Personal Information to.

27.4 To the extent permitted by law, Talisman may transfer, license, or authorise the use of any of the Customer's Personal Information.

27.5 Talisman may also monitor and record all telephone calls and other communications with the Customer.

27.6 The Customer gives consent to Talisman to contact, request and obtain a fingerprint scan and any credit information from the Customer (this includes all information held by a credit bureau on the profile of myself/us, including payment profile information) to verify the Customer's identification and criminal record, perform an assessment of behavior, payment patterns, indebtedness, whereabouts and creditworthiness or for any other related purposes (in pdf, xml or raw string data) available from any credit or criminal bureau or platform and to continuously access its information for as long as the Customer has a relationship with Talisman.

27.7 The Customer agrees that Talisman may submit personal information, including payment profile, default and related or relevant information to any criminal or credit bureau or platform who tracks consumer defaults, and to release the information for lawful purposes to a third party.

28. Variable credit facility

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

29. Passenger Transport Indemnity

Any person making use of transport provided by Talisman driven by its owner or any of its employees or its agents or any person acting on behalf of Talisman, in the course of Talisman's business, do so entirely on their own risk. The signatory hereto indemnify Talisman against any loss or damages (including consequential or special damages or loss of profits), loss of life, bodily injury or damage to or loss of property of whatsoever nature, whether or not caused directly or indirectly, by any form of negligence of Talisman, its owner or any of its employees or its agents or any other person acting on behalf of Talisman arising out of or connected in any way with the conveyance or carrying of any person as a passenger in or upon any vehicle or any person entering into or getting onto or alighting from any vehicle on any private or public road in the Republic of South Africa.

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 judgment 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 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, 23.1, 26.1, 26.2, and 28.

33. Talisman Hire Express Store

33.1 If the Customer hires equipment from Talisman via the Talisman Hire Express Store situated in Builders Warehouse, Talisman will issue Builders Warehouse with a Talisman invoice for the goods the Customer hired from Talisman and the Customer will be liable for payment of the said invoice directly to Builders Warehouse, failing which Talisman shall act according to this agreement, claiming all amounts due and payable to Talisman.

33.2 Builders Warehouse is only acting as a representative of Talisman who may accept any payment on behalf of Talisman.

33.3 All terms and conditions contained in this agreement is applicable to any and all transactions between Talisman and the Customer, be it via our Express Store in Builders Warehouse or at our main place of business as per the application form.

34. S.A. law

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

35. General

35.1 This Agreement only becomes final and binding when signed by the Customer and received and approved by Talisman.

35.2 Any order only becomes final and binding on receipt and acceptance of such order by Talisman.