

## **SALES TERMS AND CONDITIONS FOR BUYING CUSTOMERS OF THE WINE NETWORK (PTY) LTD**

1. The Customer agrees that:
  - 1.1. this Agreement represents the entire Agreement between the Customer and The Wine Network (Pty) Ltd (hereinafter called the “Supplier”);
  - 1.2. no amendments or additions to this Agreement may be affected unless agreed to by both parties, in writing and signed by both the Customer and a duly authorised representative of the Supplier;
  - 1.3. these Terms and Conditions apply to all supplies of Goods by the Supplier to the Customer. They prevail over any terms proposed by the Customer;
  - 1.4. this Agreement is not subject to any suspensive or resolutive terms or conditions;
  - 1.5. any conflicting conditions stipulated by the Customer are expressly excluded.
  
2. This Agreement only becomes final and binding upon receipt and acceptance of the Supplier’s Sales Order Confirmation by the Supplier at its place of business address in Somerset West.
  
3. The following definitions are applicable:
  - 3.1. “Bespoke Goods” means Goods or parts of Goods made or customized specifically for the Customer.
  - 3.2. “Customer” means the person or entity named on the written Order.
  - 3.3. “Price List” means the applicable Supplier Price List indicating the Goods and Prices thereof supplied to the Customer by the Supplier from time to time, which is subject to availability of Goods and which is only valid for the period stipulated thereon, and which is furthermore subject to the specific form of supply stated thereon.
  - 3.4. “Goods” means the good and products, including Bespoke Goods if any, to be sold by the Supplier to the Customer from time to time and described and priced in the Price List.
  - 3.5. “Incoterm” means pre-defined commercial terms published by the International Chamber of Commerce to describe a specific action or situation. Incoterms 2010 apply to this Agreement whether specified in full or abbreviated form.
  - 3.6. “Intellectual Property” means intellectual property of every sort, whether or not registered or registrable in any country, and including among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, Know-how creations and inventions, together with all rights which are derived from those rights.
  - 3.7. “Know-how” means methods, procedures and ways of working and organising which are not capable of protection as copyright.

- 3.8. "Order" means the written purchase order for the Goods signed by the Customer.
  - 3.9. "Price" means the sums of money reflected on the Price List of the Supplier.
  - 3.10. "Sales Order Confirmation" means the Supplier's written confirmation of the Customer's specific order, which reflects the correct volumes, prices, terms of payment and delivery, signed by the duly authorised representative of the Customer.
4. The Customer acknowledges that it does not rely on any representations made by the Supplier 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 the Supplier 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 a duly authorised representative of the Supplier.
  5. The customer agrees that neither the Supplier nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
  6. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.
  7. The Price of the Goods shall be the price stipulated in the Supplier's Price List for the period indicated thereon, and shall be subject to availability at the date of Order. Prices are exclusive of import duty or any other tax charged or imposed by the country of importation, all of which are payable by the Customer. If the Goods being sold to the Customer are Bespoke Goods, the Customer shall be liable for the additional costs of deviation from the standard form of the Goods, and these additional costs may include but shall not be limited to costs of labeling or packaging as required.
  8. The Customer's Order is an offer to buy from the Supplier on the terms and conditions set out herein. Nothing said or done by the Supplier is an acceptance of an Order until the Supplier confirms acceptance in writing by issuing a Sales Order Confirmation, specifically referring to the Order. The Supplier may decline to supply the Goods to the Customer without giving any reason.
  9. Payment of the Price shall be due either up front within 14 days of the date of the Supplier's invoice or 30 or 60 or 90 days from the Bill of Lading as determined by the Supplier in its sole discretion, and as reflected on the Supplier's Sales Order Confirmation and Supplier invoice to the Customer. All sums due under this Agreement shall be made in full, without any set-off or counter claim and without deduction for any reason whatsoever. Payment shall be paid in the currency indicated on the Invoice of the Supplier, and to the bank account indicated thereon.

10. The Goods will be supplied FOB (Free on Board) ex Cape Town or Ex Works from the Supplier's cellar or DAP (Delivery at Place) to a bonded warehouse. All rights, obligations, conditions and matters relating to the above Incoterms shall apply to this contract. So far as any cost is not allocated by the relevant Incoterm, it shall be payable by the Customer. The Customer shall pay any handling and shipping or other incidental costs and expenses the Supplier has incurred or will incur in relation to the Goods.
11. The Supplier shall deliver the Goods to the address specified on the Order, which address has to conform with the form of supply in point 10 above.
12. The Supplier shall ensure that the Goods comply with the requirements of any country, provided that the Customer provides the Supplier with the written requirements timeously.
13. The Supplier, together with its suppliers, owns all Intellectual Property Rights in the Goods. The Customer shall not claim nor register any intellectual property right in the Goods, but shall notify the Supplier if it discovers any infringement of such rights by a third party.
14. The Customer agrees to not circumvent or attempt to circumvent the Supplier, by purchasing or attempting to purchase the Goods directly from the suppliers of the Supplier, or indirectly through an intermediary or agent. The Customer further agrees to not do so for a period of three years after termination of this Agreement.
15. Neither party shall be held liable for any failure or delay in performance of this Agreement which is caused by circumstances beyond its reasonable control.
16. If any term or provision of this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect these terms.
17. Any legal notice to be served on either party under this Agreement shall be sent by either party by telefax to the other party's telefax number listed on the Sales Order Confirmation and shall be deemed to have been received within 24 hours unless the contrary is proven, or by registered post to the business address listed on the Sales Order Confirmation and shall be deemed to be received within 20 business days unless the contrary is proven.

18. This Agreement shall be governed by South African Law. The Customer hereby consents that the supplier shall have the right to institute any legal action in either the Magistrate's Court or the Cape Town Local Division of the High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.