

## CONDITIONS OF TRADING – MR FIRST AID (PTY) LTD

Dear Customer(s), unless otherwise agreed to between the parties and in writing, all transactions be it quotations, tenders, offer to contract and contracts, whether in writing or verbal, for the supply of any Products and/or services from the Company shall be subject to the following terms and conditions of sale:

1. **Definitions**
  - 1.1 **"Authorised Persons"** means a person or persons identified by the Customer to the Company in writing as having authority to contract with the Company, any Parent Company or successor to Mr First Aid (Pty) Ltd by way of a merger or transfer of substantial amount of assets from Mr First Aid (Pty) Ltd;
  - 1.2 **"Business Day"** any day other than a Saturday, Sunday or public holiday in the RSA, within the meaning of the Public Holidays Act, 1994;
  - 1.3 **"Company"** means Mr First Aid South Africa (Pty) Ltd with registration number: 1990/007637/07;
  - 1.4 **"Conditions"** means the terms and conditions set out in this document (as amended from time to time).
  - 1.5 **"Consumer Protection Act No. 68 of 2008"** hereinafter referred to as **"CPA"** means specified legislation wherein these terms and conditions apply to Customers who are Consumers for the purposes of the CPA;
  - 1.6 **"Contract"** means the contract between the Company and the Customer for the sale and purchase of the Products in accordance with these Conditions. The meaning of contract shall be inclusive of quotations, proformas and/or invoices.
  - 1.7 **"Customer"** means a natural or juristic person who purchases the Products from the Company.
  - 1.8 **"Deliverables"** means the deliverables set out in the Order produced by the Company for the Customer.
  - 1.9 **"Force Majeure Event"** means an event or circumstance beyond a party's reasonable control.
  - 1.10 **"Loan Unit"** means a product that is either new or refurbished that is owned by the Company and is loaned to the Customer for a specified period of time.
  - 1.11 **"Demo Unit"** means a product that is either new or refurbished that is owned by the Company and is loaned to the Customer for a specified trail period of time.
  - 1.12 **"Products"** means all items, including services, presently being sold or supplied by the Company, including but not limited to: defibrillators, diagnostic equipment, infusion devices, medical consumables, patient monitors, ventilators and any such other items that may be sold by the Company from time to time.
  - 1.13 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. The Company in relation to the above has sole agency.
  - 1.14 **"Order"** means the Customer's order for the Products as set out and confirmed by the Customer's written and confirmed quotation.
  - 1.15 **"Services"** means the services, including the Deliverables, supplied by the Company to the Customer as set out in the Service Specification.
  - 1.16 **"Service Specification"** means the description or specification for the Services or items provided in writing by the Company to the Customer.
  - 1.17 **"Training"** means a subset of professional development. Training includes specialized, often prescribed instruction and practice that help an individual become proficient in a skill or set of skills which includes teaching, or development in oneself or others.
2. **Interpretation**
  - 2.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
  - 2.2 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
  - 2.3 A reference to writing or written includes emails.
3. **Sale of Products and/or Services**
  - 3.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No variation or alteration of these terms and conditions shall have any effect unless expressly agreed to in writing by the Company named above or overleaf (the **"Company"**).
  - 3.2 Unless previously withdrawn, all quotations are open for acceptance within 14 (Fourteen) days only from the date thereof and are subject to confirmation in writing by the Company at the time of such acceptance. A quotation for the Products given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 14 (Fourteen) days from its date of issue.
  - 3.3 The Company reserves the right to accept or refuse any order and to cancel any uncompleted order or to suspend delivery if the Customer fails to observe or perform any of the Conditions.
  - 3.4 Pricing on the Company's quotations are quoted in South African Rands, unless otherwise stipulated.
  - 3.5 Where the exchange rate applies to Clause 3.4 above, then the Company will be paid the stipulated foreign currency or the Rand equivalent of the quoted price, irrespective of the exchange rate ruling at the date of payment.
  - 3.6 Unless otherwise agreed in writing any descriptions and illustrations in the Company's sales literature or samples are intended merely to present a general idea and shall not be construed so as to give rise to a sale by description or sample nor shall they be deemed to constitute representations. The Company reserves the right to correct any typographical or clerical errors appearing in the confirmation of order.
  - 3.7 Pricing on quotes provided by the Company does not include any applicable shipping costs or taxes, unless otherwise stipulated and remains the Customer's sole responsibility.
  - 3.8 The Company's employees or agents are not authorised to make any representations or advice concerning the Products unless confirmed by the Company in writing. In entering into the Contract, the Customer acknowledges that it does not and shall not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 3.9 The Company shall sell the Products to the Customer and/or carry out the fitting of the Products in accordance with the Company's written and accepted quotation.
- 3.10 Any drawings or advertising produced by the Company or by its servants and/or agents are copyright and the property of the Company and are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force or effect.
4. **Processing of Orders**
  - 4.1 Orders placed by the Customer become due and payable in full upon acceptance of a quotation and invoice issued by the Company, unless:
    - 4.1.1 The Customer has an approved credit account with existing credit at time of acceptance of the quotation.
    - 4.1.2 The Customer has pre-approved finance.
    - 4.1.3 Otherwise stated on the Invoice provided by the Company, a deposit is applicable.
  - 4.2 No orders will be processed unless any point referred to in clause 4.1 is complied with.
  - 4.3 Orders accepted will expire in 14 days by default unless section 7 applies.
  - 4.4 If order is ready for collection and we have communicated twice and customer does not collect the invoice will be cancelled and a refund will take place minus the 15% handling fee as well as any bank charges.
5. **Price and Payment**
  - 5.1 The price of the service and/or Products shall be the Company's written quotation or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's published price list in force as at the date of acceptance of the Customer's order.
  - 5.2 The Company may, by giving notice to the Customer at any time before delivery, increase the price of the services or the Products to reflect any increase in the cost of the Products that is due to any factor beyond the Company's control (including increases in labour, materials or other overheads), any governmental legislation, any changes in taxation or excise duty, any fluctuations in currency exchange rates, any change in delivery dates which is requested by the Customer or any delay caused by any instructions of the Customer or any failure of the Customer to give the Company adequate information or instructions.
  - 5.3 The price of the Products:
    - 5.3.1 excludes amounts in respect of value added tax, or similar tax which the Customer shall be additionally liable to pay to the Company at the prevailing rate, together with the charge or sum in question; and excludes the costs and charges of packaging, insurance and transport of the Products, shall be paid by the Customer.
  - 5.4 Subject to any special terms agreed in writing between the parties, the Company shall be entitled to invoice the Customer for the full Contract price at any time after the Company has notified the Customer that the Products are ready for collection or (as the case may be) the Company has been despatched and delivered the Products or the servicing to the Products has been completed to the Company's satisfaction whichever is the latest in time.
  - 5.5 A Customer with an account shall pay the invoice in full and in cleared funds by 30 (Thirty) Business Days following the date the invoice was dated, in which the Company becomes entitled to invoice the Customer notwithstanding that the invoice may not have been delivered, the Products and/or Services may not have been delivered and the property in the Products has not passed to the Customer. Payment shall be made to the bank account nominated in writing by the Company.
  - 5.6 The Customer shall pay all amounts due under the Contract in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
  - 5.7 If the Customer fails to make any payment on the due date for payment, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
    - 5.7.1 terminate or suspend the Contract;
    - 5.7.2 require payment for any future orders in advance; and/or
    - 5.7.3 require the Customer to pay interest on the overdue amount at the rate of 8.75% per annum as prescribed by the Prescribed Rate of Interest Act No. 55 of 1975, from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
  - 5.8 The payment of the Price for Products shall be communicated to the Customer, wherein the Customer shall not hold the Company liable for any delays or unforeseen shortfalls in stock, and may be made by:
    - 5.8.1 debit card or credit card at the Company's premises or from a Company representative with a mobile card machine;
      - 5.8.1.1 whereby payment is made by credit card, the Company is entitled to withhold delivery of Products until such time that additional information or authorisation is received for the amounts due;
      - 5.8.1.2 whereby the authorisation referred in clause 5.8.1.1 is not received by the Company, the Customer's order for the Products will be cancelled; and
      - 5.8.1.3 the Customer warrants that they are fully authorised to use the credit card for the payment of the Products, and further warrants that the credit card has sufficient and available funds available to cover all costs incurred as a result of services used on the Website.
    - 5.8.2 Direct bank deposit or electronic funds transfer ("EFT"), wherein payment must be made within 5 (Five) days of the Customer placing their order. Where the Company does not receive the payment within 5 (Five) days, the Company will not accept the order. Furthermore, no proof of payments will be accepted until such time that the monies due reflect in the Company's nominated bank account.
    - 5.8.3 Instant EFT;
    - 5.8.4 Cash on delivery, provided that the Customer undertakes to ensure that they have the exact cash amount on hand to effect proper delivery;
  - 5.9 The Company shall make available to the Customer a revolving credit facility in terms of payments to be completed on

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account, and any or all limit changes in the extension of such credit accounts must be applied by the Customer in writing to the Company, which the Company shall:

- 5.9.1 have the sole discretion in granting or declining, upon review by the Company; and
- 5.9.2 shall revert the Customer's credit facility account to COD whereby the Customer defaults on their payments due

### 6. Deposits

- 6.1 A deposit may be required to confirm an order or wherein orders are customer specific, which may include but are not limited to:
  - 6.1.1 Products requiring the additional Customer's branding.
  - 6.1.2 Products manufactured according to a Customer's specified request, defibrillators, patient monitors, and ventilators with added features/upgrades including additional modules, parameters or licenses; and
- 6.2 A minimum deposit of 50% (Fifty Percent) of the total quoted amount become due and payable immediately once the order is formally accepted or otherwise agreed upon in writing or stated on the Company's quotation or invoice provided.
- 6.3 No order shall commence until the deposit amount has been paid and confirmed. Any delay by the Customer in failing to make the necessary deposit as per clause 6.2, indemnifies the Company wherein a project or Product deadline is not met.

### 7. Termination

- 7.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract by giving the Customer no less than 14 (fourteen) day's written notice.
- 7.2 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:
  - 7.2.1 the Customer takes any step or action (or has the same taken against it) in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
  - 7.2.2 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 7.2.3 the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 7.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Products under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the Contract on the due date for payment.

### 8. Delivery

- 8.1 Any dates quoted for delivery are approximate only and the time of delivery and installation shall not be of the essence. The Company shall not in any event be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or other instructions that are relevant to the supply of the Products.
- 8.2 The Products shall be collected by the Customer from the Company's premises at **24 – 8<sup>TH</sup> AVENUE, EDENVALE, GAUTENG PROVINCE, SOUTH AFRICA**, or such other location as may be advised by the Company prior to delivery (**Delivery Location**) any time after the Company has notified the Customer that the Products are ready for collection or as otherwise agreed in the Company's quotation. The delivery or collection date must be in writing on the tax invoice prior to the Customer effecting same.
- 8.3 Where it is agreed that the Products shall be delivered by instalments each delivery shall be treated as a separate contract and if the Customer neglects or refuses to take delivery of or pay for more instalments the Company shall be entitled to treat such breach of contract as a repudiation of the whole Contract. The Company may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment or give rise to any other remedy.
- 8.4 The Company hereby reserves the right to charge a reasonable handling fee for the return of any Product due to any reason other than the fact that the Product failed, is defective, hazardous or unsafe as defined in the CPA.
- 8.5 The Company will not deliver to or collect from any location which it in its discretion considers to be unsuitable, including inaccessible roads or off-road locations. If a vehicle belonging to the Company is used for performing the Contract at a place situated off the public highway, the Customer shall be solely responsible for any damage or loss occasioned by reason of such delivery or collection whether to the Products or the Company's property and shall indemnify the Company in respect thereof.
- 8.6 In the event of any Products or related materials delivered on the public highway or elsewhere, the Customer shall be solely responsible for compliance with any and all regulations and for all steps which need to be taken for the protection of persons or property in relation to such Products and shall indemnify the Company in respect of all or any costs, claims, losses or expenses which it may incur as a result of any complaint arising out of any delivery as aforesaid.
- 8.7 If the Company fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products. The Company shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

### 9. Collections

- 9.1 Once the price of the Product ordered is paid in full, collections can be pre-arranged between the Company and the Customer with prior notice to the Company. The following collection times shall apply, excluding weekends and public holidays:
  - 9.1.1 Monday to Friday – 10h30 to 12h00 and 14h00 to 16h00.
- 9.2 The Customer must inspect all Products at time of collection and ensure a Proof of Delivery ("POD") is signed, failing which where the Customer fails, refuses or is unable to sign the POD then:

- 9.3 Products will be deemed to be in accordance with the original order and any shortfalls communicated to the Company after date of collection shall indemnify the Company from any shortfall;
  - 9.3.1 Any failure by the Customer to indicate on the POD any product defects or shortfalls shall imply that the Products were received in good order and indemnifies the Company from any liability hereto; and
  - 9.3.2 Any order placed after 12h30 on any given working day, shall be deemed to be catered for, for the following working day, and are subject but not limited to stock availability and payment terms.
  - 9.3.3 Any or all collections may only be effected upon a validated and signed tax invoice.
  - 9.3.4 No collections may be pre-arranged or organised in relation to a quotation.
  - 9.3.5 We will refuse to send a 3<sup>rd</sup> parties invoice on a case-by-case basis.

### 10. Refunds and Returns

- 10.1 Any intended returns by or refunds to the Customer must be stipulated in writing and addressed to the Company with reasons for such return.
- 10.2 The Company requires a full inspection of the Products before considering a refund to the Customer.
- 10.3 The Company shall only consider a full or partial refund upon the return of the Products to the Company by the Customer.
- 10.4 15% Handling Fee will be applicable on returns where the order is correct and wanting to be returned.

### 11. Title and Risk

- 11.1 The risk in the Products shall pass to the Customer either on delivery or when the Company notifies the Customer that the Products are ready for collection.
- 11.2 Title to the Products shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) of the price of the Products and all other sums then due from the Customer.
- 11.3 Until such time as the title in the Products passes, the Customer shall hold them as the Company's fiduciary agent and bailee and shall keep them separate from others and properly stored, insured and identified as the Company's property. The Customer shall be entitled, however, to resell or use the Products in the ordinary course of its business but shall hold as the Company's fiduciary agent and bailee, and account to the Company for, the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any other monies or property and identified as the Company's property.
- 11.4 Until such time as the title in the Products passes (and provided they have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Products to the Company in terms of the Company's Tacit Hypothec and, if the Customer fails to do so forthwith, the Company shall enforce its Tacit Hypothec by way of legal action.
- 11.5 The Customer shall not be entitled to pledge or in any way encumber any of the Products which remain the Company's property.

### 12. Warranties, exclusions, etc.

- 12.1 The suitability of the Products is for the Customer to determine.
- 12.2 The Customer shall inspect the Products immediately on delivery thereof and shall within 24 (Twenty Four) hours from such delivery give notice to the Company in writing of any shortage on delivery or damage in transit or any matter or thing by reason whereof the Customer may allege that the Products are not in accordance with the order. If the Customer shall fail to give such notice the Products shall be deemed to be in all respects in accordance with the Contract and the Customer shall be deemed to have accepted the Products accordingly. Whereby a Customer procures the services of an external courier service for collection, the Customer undertakes to accept any and all admissions as made by the external courier company upon receipt of Products.
- 12.3 Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products is notified to the Company in accordance with these Conditions, the Customer shall return the Products to the Company's premises for inspection and if the claim is valid the Company shall be entitled at its sole discretion to:
  - i. remedy the Products;
  - ii. obtain for or assign to the Customer the benefit of any relevant supplier's guarantee; or
  - iii. refund to the Customer that part of the price attributable to those Products;but so far as permissible by law the Company shall have no further liability to the Customer.
- 12.4 The Company shall have no liability to the Customer to the extent that any defect arises as a result of the Customer requiring the Services and/or Products to comply with the Customer's specification and the Company shall also be under no liability in respect of any defect arising from fair wear and tear, accidental or wilful damage, negligence, abnormal working conditions, failure to follow the Company's or any manufacturer's instructions, misuse or alteration.

### 13. Limitation of Liability

- 13.1 These conditions are in substitution for and exclude to the fullest extent permitted by law all and any express and implied statutory and other warranties guarantees representations conditions and liabilities provided that the Company's liability for death or personal injury caused by negligence shall not be limited to the extent prohibited under the Occupational Health and Safety Act No. 85 of 1993. Without prejudice to the foregoing the Company shall have no liability if the Services or Products are not suitable for a particular purpose or particular requirements of the Customer whether or not any particular purpose or requirements of the Customer are made known to the Company.
- 13.2 The Customer shall indemnify the Company against any liability which the Company may incur as a result of a claim from any third party in relation to any defect or alleged defect in the Services or the Products.
- 13.3 Nothing in these Conditions shall limit or exclude the Company's Liability for:
  - 13.3.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontracts (as applicable);
  - 13.3.2 fraud or fraudulent misrepresentation;
  - 13.3.3 defective products under the Consumer Protection Act No. 68 of 2008; or
  - 13.3.4 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 13.4 Subject to Clause 11.3:
  - 13.4.1 the Company shall under no circumstance whatsoever be liable to the Customer, whether in contract, delict (include

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negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

13.4.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstance exceed the price of the Products paid for under the Contract.

13.5 Any guarantee that may be given by the Company to the Customer in respect of Services provided by the Company and the benefit of any manufacturer's warranty or guarantee assigned by the company in respect of Products supplied by the Company to the Customer shall only be capable to enforcement by the Customer after the Customer has paid in full the price due to the Company in respect of the relevant Products and/or Services.

### 14. Intellectual Property Rights

14.1 In the event that the Customer requests a particular specification for Products for the Company to manufacture, procure or otherwise provide, then the Customer shall indemnify the Company against any loss, damages, costs or other expenses awarded against or incurred by the Company in connection with any claim of infringement of third party Intellectual Property.

14.2 The Company reserves the right to make any changes in the specification of the Services or Products which are required to avoid any such infringement or to conform with any applicable safety or other statutory requirements or which do not materially affect their quality or performance.

14.3 The Company accepts no responsibility for use of the Products where they or the Services infringe any patents, trademarks, designs, copyright or any other form of Intellectual Property which may be applicable thereto.

### 15. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event).

### 16. Cancellation

15.1 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Company as a result of cancellation.

15.2 Wherein the Customer elects to cancel a contract (including the acceptance of a proforma or tax invoice), entered into between itself and the Company, the Customer must give the Company at least 5 (Five) Business days' notice of said intention to cancel.

15.3 Wherein the Customer elects to cancel a training class, entered into between itself and the Company, the Customer must give the Company at least 5 (Five) Business days' notice of said intention to cancel the said training classes.

15.4 Should the Customer cancel the contract before the expiry of a fixed time period, as stipulated in the contract, then the Customer will be liable to pay a 15% (Fifteen Percent) cancellation fee of the total amount of the Services and/or Products ordered.

15.5 Should the Customer cancel the contract or training class as stipulated in 15.3 and 15.4 above, then an additional 15% handling fee will be applicable.

15.6 All medication related items will not be refundable and non-returnable after order is placed. 15.2 does not apply for this clause.

### 17. Variations

Variations to Products or Services requested and as described in the quotation or specification will only be undertaken prior to delivery of the Products in accordance with the order acknowledgement, and upon instructions confirmed in writing by the Customer which are agreed by the Company. Oral instructions will not be accepted without written confirmation. Only Authorised Persons will have the authority to request variation. The price of the additional Products or Services will be based upon costs prevailing on the date that a variation is agreed.

### 18. Assignment and other dealings

18.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

### 19. Whole Agreement

19.1 The Contract constitutes the whole agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

### 20. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 21. Severability

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### 22. Notices

22.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by registered post or other next working day delivery service, commercial courier, or email.

22.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to on the Order Form; if sent by registered post or other next working day delivery service, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

22.3 The provisions of this clause shall not apply to the service of any proceedings, notices or other documents in any legal action excluding clause 18.4.

22.4 The Company and the Customer choose as their *domicilium citandi et executandi* for the service of all legal notices and process the addresses as per the Company's Invoice, provided to the Customer.

22.5 Mr First Aid is compliant with all laws including POPI.

### 23. Third Party Rights

No one other than a party to this Contract (and their permitted assignees) shall have any right to enforce any of its terms.

### 24. Jurisdiction and Governing Law

20.1 This Contract entered into between the Company and the Customer shall be governed by and construed under the laws of the Republic of South Africa.

20.2 Dependant on the monetary value of the specific order for Products or Services, the Parties hereby consent and submit to the exclusive jurisdiction of the Magistrate's Court, failing which the High Court of the Republic of South Africa shall have exclusive jurisdiction in any dispute arising from or in connection with this Contract.