

Terms and Conditions of Service

These Terms and Conditions govern the provision of the Services by Post CT to the Client.

1. INTERPRETATION

For purposes of these Terms and Conditions, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

- 1.1. “**Order**” means a written order for the provision of Services by the Client pursuant to a Quotation being accepted by the Client;
- 1.2. “**Client**” means the individual, corporation or other business entity, and each of its respective employees, agents and sub-contractors, or any party represented by the Client, that submits Elements to, or receives Services from, Post CT, in accordance with an Order;
- 1.3. “**CPA**” means the Consumer Protection Act, 68 of 2008, as amended;
- 1.4. “**Deliverables**” means the final product of the Services provided by Post CT to the Client created in the performance of any of Post CT’s Services;
- 1.5. “**Element**” means all master videotapes, sub-master videotapes, sound tracks, digital files (including, but not limited to still image files, image file sequences and digital media files), and all IP Rights in all of the foregoing, that are delivered to or deposited with Post CT by the Client or on the Client’s behalf;
- 1.6. “**IP Rights**” means any and all intellectual property rights now known or hereafter existing throughout the world (including, but not limited to patents, copyrights, trademarks and trade secrets);
- 1.7. “**Quotation**” means a written quotation provided by Post CT to the Client for the provision of the Services;
- 1.8. “**Methods**” means the proprietary tools, methods or methodologies, systems, know-how, concepts, ideas, technology, information, materials, techniques, expertise, equipment, workflows, processes, and the like used or improved by Post CT in rendering the Services;
- 1.9. “**Post CT**” means Post CT Proprietary Limited, registration number 2017/470342/07, a company registered in terms of the laws of South Africa and having its registered address at Unit B1, Old Castle Brewery, 6 Beach Road, Woodstock, Cape Town, 7925;

- 1.10. **"Prime Rate"** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (three hundred and sixty five) day year irrespective of whether or not the year is a leap year, from time to time published by Post CT's bank as being its prime overdraft rate, as purportedly certified by any representative of that bank whose appointment and designation it will not be necessary to prove;
- 1.11. **"Service/s"** means the post-production service/s provided by Post CT to the Client in accordance with these Terms and Conditions;
- 1.12. **"Terms and Conditions"** means the terms and conditions set out herein, including all annexures hereto; and
- 1.13. **"VAT"** means value-added tax as levied from time to time in terms of the Value-Added Tax Act, 89 of 1991, as amended.

2. CONSUMER PROTECTION ACT

- 2.1. These Terms and Conditions may apply to Clients who are consumers for purposes for the CPA.
- 2.2. **These Terms and Conditions contain provisions that appear in similar text and style to this sub-clause and which –**
 - 2.2.1. may limit the risk or liability of Post CT; and/or
 - 2.2.2. may create risk or liability for the Client; and/or
 - 2.2.3. may compel the Client to indemnify Post CT; and/or
 - 2.2.4. serves as an acknowledgement by the Client of a fact.
- 2.3. If there is any provision of these Terms and Conditions that you do not understand, it is your responsibility to request clarification from Post CT before you accept these Terms and Conditions.
- 2.4. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict or limit any right or obligation, as the case may be, created for either you or Post CT in terms of the CPA.

3. QUOTATIONS AND ORDERS

- 3.1. Post CT shall provide the Client with a written Quotation for the provision of the Services.
- 3.2. Upon acceptance of the Quotation in writing by the Client to Post CT, such Quotation shall be deemed to be an Order, which shall be governed by these Terms and Conditions.
- 3.3. Notwithstanding anything contained herein to the contrary, Post CT is entitled to rely on instructions given to Post CT by any third party purportedly on the Client's behalf. Post CT may accept verbal Orders at its discretion.

- 3.4. In the event of any conflict between the terms and conditions in the Quotation and these Terms and Conditions, these Terms and Conditions shall prevail to the extent of any conflict or inconsistency.

4. THE SERVICES

- 4.1. Subject to clause 3.4, Post CT will provide the Services in all material respects in accordance with the Order.
- 4.2. Post CT will use its reasonable endeavours to perform the Services and deliver the Deliverables in accordance with the delivery dates stipulated in the Quotation. Such dates shall be estimates only and Post CT will not be liable to the Client under the Order for any delay in providing the Services and/or the Deliverables.
- 4.3. The Client agrees that the successful performance of the Services and/or the delivery of the Deliverables by Post CT is subject to the Elements provided by the Client being in commercially acceptable condition and on timeously receiving correct information and instructions from the Client, including all necessary approvals. Alterations made by the Client, and/or failure to comply with the obligations contained in these Terms and Conditions, may cause a delay in the Services and/or the completion of the Deliverables, in respect of which Post CT will bear no liability. Such delays may cause the Order for the Services to overrun, in which case Post CT may, in its sole discretion, allow the Order to continue past the original planned deadline under the same terms and conditions and charges for the extra services required to complete the Order.
- 4.4. Post CT will not be responsible for any damages, loss or delays caused by any failure of the Client to deliver such Elements to Post CT on a timely basis or in commercially acceptable quality, or to comply with any of its obligations contained in these Terms and Conditions.
- 4.5. Post CT warrants that its personnel will perform the Services with all reasonable skill and care.
- 4.6. Save for clauses 4.2 and 4.5 above, Post CT, makes no warranties as to its performance of its obligations hereunder and, accordingly, all terms, conditions, warranties, representations or guarantees that would otherwise have been implied or otherwise imported into these arrangements by statute, common law or custom are hereby expressly excluded to the fullest extent permitted by law.

5. CHARGES AND PAYMENT

- 5.1. Charges for the Services of Post CT will be set out in the Quotation that the Client receives as part of the booking/order process with Post CT. Post CT's charges are also set out in a price list or rate card. Any item that is not listed can be priced individually for the Client.

- 5.2. Any travel or subsistence costs incurred by Post CT for the Order will be reimbursed by the Client.
- 5.3. All charges are exclusive of VAT, which will be added to the final costs of the Order and paid by the Client to Post CT.
- 5.4. Post CT reserves the right to demand payment in part (e.g. a 50% (fifty percent) deposit) or full in advance of the ordered Services.
- 5.5. Unless otherwise agreed between Post CT and the Client, all work will be supplied on –
 - 5.5.1. the terms stipulated in the Quotation and Post CT will be entitled to invoice the Client monthly in arrears. All Post CT invoices shall be paid within 30 (thirty) days of the invoice date into a bank account nominated by Post CT in writing; and/or
 - 5.5.2. a C.O.D basis, unless credit has been established in advance.
- 5.6. All payments shall be made in full without deduction or withholding and the Client shall not be entitled to assert any credit, set-off or counterclaim against Post CT in order to withhold payment of any such amount in whole or in part.
- 5.7. Without limiting any other right or remedy of Post CT, if the Client fails to make payment of any amount due under the Order by the due date for payment, Post CT reserves the right to –
 - 5.7.1. withdraw any discounts or rebates that have been agreed between the Parties in the Order; and/or
 - 5.7.2. require immediate payment of all invoices given to the Client under the Order; and/or
 - 5.7.3. charge the Client interest on the overdue amount, at the rate of 4% (four percent) above the Prime Rate.
- 5.8. Post CT may retain possession of any Deliverables until Post CT has received payment in full and cleared funds for the Services. Until such payment has been made, legal title to all Deliverables shall remain with Post CT (notwithstanding delivery or the passing of risk to the Client).
- 5.9. If the Client cancels the Services, the Client shall pay for the Services rendered prior to cancellation. The Client shall pay any cancellation charges (up to 100% (one hundred percent) of the estimated costs for Order) that may apply, based on Post CT's cancellation policy at the time of cancellation.

6. DELIVERY

- 6.1.** Delivery shall be at Post CT's premises. Risk shall pass to the Client on delivery. However, on instruction from the Client, Post CT will cause Elements and Deliverables to be transported to any destination (whether by courier, satellite, fiber, posted to an Internet site or server, or email) requested at the expense and risk of the Client.

- 6.2.** The Client hereby consents to Post CT posting Elements and Deliverables on a File Transfer Protocol (FTP) site and providing access (via a user identification and password) to the Client's vendors that are working on the same project as Post CT and that have a need for the content on such site. Unless otherwise requested, Post CT will ship all physical materials, collect, via a carrier of its selection, and a handling charge will be added to all prepaid shipments.

7. CLIENT OBLIGATIONS AND INDEMNITY

7.1. The Client hereby represents and warrants that –

- 7.1.1. it is the sole owner of, or has the right to possess, use and direct Post CT to use all Elements and its use does not and will not infringe on or misappropriate any copyrights, trademarks, privacy rights, publicity rights, or any other proprietary or personal rights of any person or entity;

 - 7.1.2. it has obtained and paid for (or has procured that the same is obtained and paid for) any and all necessary authorities, licenses and/or third party consents to make or exploit the Elements it supplies in connection with the Services;

 - 7.1.3. it has made a security (or second) copy of the Elements and any master copy, and should Post CT require another copy thereof for any reason whatsoever in order to provide the Services, the Client will provide Post CT with same forthwith;

 - 7.1.4. as long as the Client is indebted to Post CT, the Client shall not pledge, hypothecate, assign or otherwise encumber the Elements, without the prior written consent of Post CT;

 - 7.1.5. the Elements shall be suitable for use by the usual methods employed by Post CT in its operations;

 - 7.1.6. it will notify Post CT of the identity of the Client's representative who will be available at all reasonable times in connection with the Services and who will have the authority to approve the results of the Services on behalf of the Client.

- 7.2. The Client hereby indemnifies, hold harmless and defends Post CT from any and all liability, claims, losses, damages and expenses, including without limitation, reasonable attorney's fees, arising out of or in connection with (i) the publication, processing, use, distribution,

contents or exhibition of Elements and Deliverables, including and without limitation, any liability for libel, slander, defamation, invasion of right to privacy, misappropriation, or infringement of patent, copyright, trademark, or other proprietary right, (ii) any act or omission of the Client, including the breach of the Client's representation or warranty contained herein, or (iii) any property damage or injury caused by the Client's agents or employees at Post CT. The Client shall pay for repairs to all equipment that was damaged at Post CT as a result of the Client's negligence. Payment for the said repairs is due upon presentation of repair bill and both parties agree that the Elements and Deliverables will not be released until the subject repair bill is paid in full.

- 7.3. The Client agrees to insure fully, at its own expense, the Elements and Deliverables against all insurable risk, including damage or destruction of such Elements and Deliverables through the negligence of Post CT. Such insurance against any and all losses (including incidental and consequential losses) for which insurance is available and the policy of insurance shall provide that the insurer waives all claims of subrogation against Post CT. Post CT shall not be required to insure any Elements or Deliverables.

8. LIEN AND SECURITY INTEREST

- 8.1. In addition to any other liens, rights or remedies given to Post CT under applicable law herein, the Client hereby grants, assigns and transfers to Post CT a security interest in and lien on any and all Elements and Deliverables in the possession of Post CT as security for payment of any and all Services provided to the Client by Post CT.
- 8.2. In the event that Post CT exercises its rights hereunder by selling the Elements or Deliverables at public or private sale, then the Client agrees to pay Post CT on written demand whatever deficiency may be due after the proceeds are applied to payment of the indebtedness, including, without limitation, all legal and other costs, expenses and charges incurred in the collection, sale, delivery or preservation of the Elements or Deliverables.
- 8.3. The Client agrees that if Post CT enforces its rights under any law, it or any other person acquiring title or interest in or to any Elements or Deliverables at public or private sale, shall have and is hereby granted, all right, title and interest of the Client in the Elements or Deliverables.

9. RETENTION AND DISPOSAL OF INACTIVE ELEMENTS

- 9.1. Provided that all payment obligations that may arise hereunder have been settled in full with Post CT, the Client shall remove from Post CT's premises all Elements and Deliverables within 90 (ninety) days after the last work thereon.
- 9.2. If the Client fails to remove the said Elements or Deliverables in terms of clause 9.1 above, Post CT may at any time, without further notice to the Client, charge the Client a storage/retention fee per Element, or destroy, erase, or make any disposition of said Elements or Deliverables as Post CT sees fit. The Client agrees to indemnify and hold harmless Post CT from all liability arising out of or connected with Post CT's destruction or disposition of said Elements or Deliverables, as provided herein.

10. TECHNICAL CALIBRATION AND EXHIBITION AND PUBLICITY

- 10.1. The Client hereby grants Post CT the right to use the Elements for technical calibration to adjust the system used to process the Element.

- 10.2. Following the broadcast or theatrical release of the picture, the Client hereby grants Post CT the limited right to exhibit the Deliverables, or excerpts thereof, on Post CT's website, in social media, in press releases, or in "demo reels" for the limited purpose of demonstrations of Post CT's work in accordance with standard industry practice. Post CT shall have the right to use the Client's name for Post CT publicity and marketing purposes limited in reference to the Services supplied by Post CT.

11. RIGHT TO REFUSE PERFORMANCE

Without placing any obligation on Post CT to monitor such materials, Post CT may, without liability, refuse or cease to perform the Services if Post CT, in its sole discretion:

- 11.1. deems an Element to be unlawful, infringing, pornographic or degrading or otherwise objectionable, defamatory, libellous, or offensive with respect to applicable standards, customs, or practices;

- 11.2. might subject itself to criminal or civil proceedings or to liability of any kind;

- 11.3. finds that Elements are not of the necessary technical standard to enable Post CT to perform its work;

- 11.4. deems that the Client is in material breach of any of these Terms and Conditions; or

- 11.5. deems that the Client is unable to pay its debts as and when they become due.

12. LIMITATION OF LIABILITY

- 12.1. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, (A) POST CT GIVES NO WARRANTY EXPRESS OR IMPLIED AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION, TITLE, NON-INFRINGEMENT, QUALITY OR OTHERWISE WITH RESPECT TO THE DEVELOPMENT, PRINTING, DUBBING, TRANSFERRING, AND PROCESSING OF THE ELEMENT OR ANY OTHER SERVICES PROVIDED BY POST CT; AND (B) POST CT MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY FOR THE CHARACTER OR QUALITY OF THE MATERIAL, FILM PROCESSING, DUBBING, LOSS OF QUALITY ATTRIBUTABLE TO ANY PROCESS CARRIED OUT DURING THE PERFORMANCE OF SERVICES, OR SERVICES PROVIDED BY IT HEREUNDER.** In addition, Post CT makes no representation, warranty or covenant with respect to (i) the Elements or the exploitation of the Deliverables, (ii) claims resulting from Post CT's compliance with the direction or artistic and/or technical specifications of the Client, or (iii) any third party's IP Rights relating to disc structure, disc or content format (including the codecs/output formats), content protection (including DRM, Macrovision or watermarking), disc or content replication, the reading or playback of discs

or content by playback machines/software, disc or content-related connectivity or disc manufacturing, including, but not limited to, anything required or described in standards or format guidelines for disc or content formats with which the Deliverables are intended to be used.

- 12.2. The Elements and Deliverables are received, processed and stored solely at the risk of the Client. Post CT reserves the right to assign or sub-contract all or any part of the work ordered. Post CT may hold Elements at any place(s) that Post CT deems appropriate, there being no promise or representation, expressed or implied, that the Elements and Deliverables will be retained or stored at any particular location or under particular conditions.
- 12.3. In the event that the Elements are lost, destroyed or damaged for any reason, including through negligence of Post CT, its employees, sub-contractors or agents, Post CT's liability shall be limited to the replacement of unexposed/unrecorded raw stock. If such Elements contain time coding, the Client agrees to test such time coding for accuracy before relying on such time coding, the Client agrees to notify Post CT of any inaccuracies in such time coding, and Post CT agrees to correct such inaccuracies at the Client's expense. Post CT's obligation shall be limited to correcting any such inaccuracies in time coding, and Post CT shall not be liable for any loss, injury, or damage, direct, indirect or consequential, that may be incurred as a result of any inaccuracies in any time coding.
- 12.4. If any Deliverable is defective or is erroneously labelled or shipped or if non-conforming Services or materials are furnished by Post CT, Post CT's liability therefore shall be limited to replacement or repair of such defective Deliverable (at the option of Post CT), and the correction of such errors in shipment or labelling or the providing of conforming Post CT Services or material at Post CT's expense; provided that the defective Deliverable is returned and written notice of such imperfection or error in labelling or shipment is received by Post CT within 90 (ninety) days after shipment.
- 12.5. Post CT shall use reasonable efforts to deliver the Deliverables in accordance with delivery dates, but Post CT is not liable for any loss or damages caused by Post CT's failure to meet any delivery date or times, or failure to give notice of delay.
- 12.6. **Limitations for Absence of Data Backups**
 - 12.6.1. On-Set Back-ups for Dailies Services. For "dailies" services provided by Post CT, best practices require that the Client adhere to an "on-set" back-up solution, whereby original camera and sound Elements are safely copied to an "on-set back-up" before such Elements leave the production location. In the event that the Client elects not to implement any type of on-set back up for a project, (a) Client accepts all risks associated with the resulting lack of data redundancy, and (b) in the event any data is degraded or corrupt upon delivery to Post CT, then (x) Client shall be solely responsible for recovery of any data contained on such Elements, (y) Post CT's obligation shall be limited to returning the Elements to the Client (such that the Client, at its sole cost, may attempt data recovery), and (z) Post CT shall not be liable for any loss, injury, or damage, direct, indirect or consequential, that may be incurred as a result of such degradation or corruption of the Elements.
 - 12.6.2. Full Back-ups for Finishing Services. For creative post production "finishing" services provided by Post CT, best practices require that the Client utilise and maintain, during the duration of the Post CT's services, a full data back-up, either

on spinning disk or tape (“**Full Back-up**”). In the event that the Client (a) declines to purchase a Full Back-up service from Post CT, (b) elects to provide its own Full Back-up solution (separate and apart from the service offered by Post CT), or (c) elects not to implement any type of Full Back-up in the project workflow, then (x) the Client accepts all risks associated with the resulting lack of data redundancy, and (y) Post CT shall not be liable for any loss, injury, or damage, direct, indirect or consequential, that may be incurred due to any resulting loss of data.

- 12.7. Post CT’s total liability for any and all loss or damage arising out of or in connection with any contract for Services shall be limited to the total sums paid by the Client to Post CT under such contract. **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL POST CT BE LIABLE TO ANY PARTY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM: (a) ANY DEFECTIVE ELEMENT, DELIVERABLES, SERVICES, PRODUCTS OR EQUIPMENT; OR (b) DAMAGES TO, OR DESTRUCTION OF ELEMENTS OR DELIVERABLE BY POST CT, WHETHER OR NOT SUCH DAMAGES ARE CAUSED BY THE NEGLIGENCE OF POST CT, ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS; OR (c) ANY NEGLIGENCE OR BREACH OF DUTY (CONTRACTUAL OR OTHERWISE) BY POST CT, INCLUDING, WITHOUT LIMITATION, IMPROPER STORAGE OR RETENTION, PROCESSING, PACKING, DELAY IN DELIVERY OR SHIPMENT, OR ERRORS IN SHIPMENT, OR LABELING.**

13. FORCE MAJEURE

Without limiting the generality of the foregoing, Post CT shall not be liable for any delay or loss due to delays or failures in performance caused directly or indirectly by the Element; acts of God; Client, civil or military authorities; terrorism; civil unrest; fires; floods; epidemics; quarantine restrictions; wars; riots; strikes; lock outs; labour difficulties; failures of equipment or transportation; whole or partial satellite malfunctions, uplink failures, internet outages, communications line failures or power failures; inability to obtain, or the failure of others to deliver, Element, machinery, equipment or qualified personnel; or any other cause beyond Post CT’s reasonable control. In the event of a delay, the delivery or shipping date, as appropriate, shall be deemed extended for a period equal to the delay.

14. PROPRIETARY RIGHTS

- 14.1. Client Ownership. As between Client and Post CT and subject to these Terms and Conditions, Client owns and shall retain all right, title and interest, including, without limitation, all IP Rights, in and to (i) the Elements, and (ii) upon full payment of the Services, the Deliverables, except for the Methods used therein for which Client has a license as set forth below (“**Client IP**”).
- 14.2. Post CT Ownership. As between Client and Post CT, Post CT owns and shall retain all right, title, and interest, including, without limitation, IP Rights in and to the Methods (“**Post CT IP**”). No portion of such Post CT IP will be deemed a “work for hire” and Post CT will not be restricted in any way with respect thereto. The Client agrees that: (i) Post CT shall have the right to use the Post CT IP in performing services for third parties and (ii) the deliverables rendered as a result of such services may be substantially similar to the Deliverables, provided that Post CT does not use any Client IP; (iii) the Post CT IP is Post CT’s trade secrets; and (iv) Post CT will not be prohibited or restricted at any time by the Client from utilising any skills or knowledge of a general nature acquired during the course of providing the Services, not uniquely applicable to the Client.

- 14.3. License to Methods. To the extent the Deliverables incorporate any Post CT IP, Post CT hereby grants the Client a non-exclusive, irrevocable, royalty-free, fully paid-up license, throughout the universe and in perpetuity, to use the Methods only as contained or embedded in the Deliverables solely as necessary in the distribution of the Client products into which such Deliverables are incorporated.
- 14.4. Each party hereby expressly reserves all rights in and to its IP Rights, and the other party shall not acquire any such rights, whether by virtue of these Terms and Conditions, operation of law, estoppel, or otherwise. Each party shall not contest, directly or indirectly, the validity or ownership of the other party's IP Rights. Each party shall not, and shall not permit any other third parties to: (a) create derivative works from the other party's IP Rights, (b) disassemble, decompile, reverse engineer, or otherwise attempt to discern any aspects of the other party's IP Rights, (c) sub-license, lease, rent, loan or distribute or otherwise transfer or grant access to the other party's IP Rights, or (d) otherwise use or attempt to exploit the other party's IP Rights in a manner not expressly authorised by these Terms and Conditions.

15. CONFIDENTIALITY

- 15.1. Any information relating to either party and coming into the possession of the other party as a result operation of these Terms and Conditions or any Order shall be treated as confidential and shall not be disclosed to any person other than employees (or in the case of Post CT, it's sub-contractors, if applicable) of such other party requiring such information as pursuant to these Terms and Conditions or any order without the prior written approval of the party to whom it relates (such approval not to unreasonably withheld or delayed).
- 15.2. Nothing in these Terms and Conditions shall be construed to impose a confidentiality obligation in respect of any matter which is at the time of disclosure known to be in the public domain, unless through the act of omission on the part of the non-disclosing party or which is required to be disclosed by any applicable law, court order or any governmental or regulatory authority.

16. TERMINATION

- 16.1. Termination of these Terms and Conditions, including termination due to the Client's failure to comply with its obligations set out in these Terms and Conditions of which Post CT has given the Client 7 (seven) days' notice to remedy, does not relieve the Client of its responsibilities to pay any amounts due to Post CT under these Terms and Conditions.
- 16.2. Without prejudice to any other rights or remedies which Post CT may have, Post CT may cancel any Order and/or terminate the Order (whether the Services have been completed or not) with immediate effect and without liability to the Client if:
- 16.2.1. any of the events contemplated in clause 11 above occur;
- 16.2.2. the Client is in breach of any of the terms of the Order;
- 16.2.3. where applicable, the Client goes into voluntary or compulsory liquidation/sequestration (whether provisional or final) or becomes insolvent or calls a meeting of

its creditors or enters into any arrangement or compromise or composition with its creditors, or if any proceedings should be commenced for placing the Client in business rescue, whether, in any case, under the Companies Act, 2008 or the Insolvency Act, 1936 or otherwise; or

- 16.2.4. the Client suspends or ceases, or threatens to suspend or cease all or a major part of its business.
- 16.3. If any Order is cancelled and/or the Order is terminated by Post CT in the circumstances set out in clause 16.2, then, without prejudice to Post CT's other rights and remedies available at law or otherwise, Post CT may charge the client a cancellation fee in accordance with clause 5.9 above.
- 16.4. Termination of these Terms and Conditions shall operate without prejudice to Post CT's rights, defences and limitations of liability provided under these Terms and Conditions, which rights, defences and limitations of liability shall survive termination of these Terms and Conditions.

17. NON WAIVER

No action of either party, other than express written waiver, may be construed as a waiver of any provision of these Terms and Conditions. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

18. ASSIGNMENT AND SUB-CONTRACTING

- 18.1. Post CT may engage any person, firm or company as its sub-contractor to perform any of its obligations under these Terms and Conditions or any Order, but shall not be released from any liability therefor.
- 18.2. Each contract in terms of any Order between Post CT and the Client is personal to the Client who may not assign or transfer it without the prior written consent of Post CT.

19. SEVERABILITY

Where any provision of these Terms and Conditions is found to be inconsistent with any applicable laws, invalid or unenforceable, such provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of the remaining provisions of these Terms and Conditions.

20. NOTICES

- 20.1.** The Client hereby consents to service of any required notice or process upon you by email or registered mail, addressed to the address or contact information provided by you at the time you enter into the contract in respect of an Order, or such other address as you may advise Post CT in writing to use, from time to time.
- 20.2.** Post CT chooses the physical address and email address referred to in clause 1.9 above as its nominated address for the service of all formal notices and legal processes in connection with these Terms and Conditions.
- 20.3.** All email communications between you and Post CT must make use of the “read receipt” function to serve as proof that an email has been received.
- 20.4.** All notices will be in English.

21. GOVERNING LAW AND JURISDICTION

- 21.1.** These Terms and Conditions shall be governed by and interpreted in accordance with South African law and you hereby submit to the non-exclusive jurisdiction of the Cape Town Magistrates’ Court in so far as it has jurisdiction, failing which to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town in any dispute arising from or in connection with these Terms and Conditions.
- 21.2.** The Client agrees that any costs awarded to Post CT will be recoverable on an attorney-and-own client scale unless the court specifically determines that such scale shall not apply, in which event, subject to any specific determination by the court, the costs will be recoverable in accordance with the court tariff, determined on an attorney-and-client scale.
- 21.3.** Nothing in this clause 21 limits the Client’s right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

22. HEADINGS

Headings are included in these Terms and Conditions for convenience only and shall not affect the construction or interpretation of these Terms and Conditions.

23. ENTIRE AGREEMENT

These Terms and Conditions together with any documents expressly referred to in them, contain the entire agreement between Post CT and the Client relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral between Post CT and the Client in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these Terms and Conditions. In agreeing to these Terms and Conditions, the Client confirms that it has not relied on any representation other than those expressly stated in these Terms and Conditions and the Client agrees that it shall have no remedy in respect of any misrepresentation which has not been made expressly in these Terms and Conditions. In the event of any inconsistency between the

provisions of these Terms and Conditions and the terms contained on any purchase order or other communication, these Terms and Conditions shall govern to the extent of such inconsistency.

24. GENERAL

- 24.1. These Terms and Conditions are personal to the Client and are not assignable by the Client without Post CT's prior written consent. Post CT may assign these Terms and Conditions without the Client's consent to any other party, so long as such party agrees to be bound by its terms.
- 24.2. No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of these Terms and Conditions will be of any force or effect unless in writing and signed by the parties hereto.