

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this document, unless the context clearly indicates otherwise, the following words and expressions have the following meanings:

1.1.1 "Business Day(s)" means any week day excluding Saturday, Sundays and South African public holidays and shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or a public holiday;

1.1.2 "Customer" means the company, close corporation, trust, partnership, person or any other entity who Orders Goods from All Moringa;

1.1.3 Registered company "Dynamic Moringa" trading as "All Moringa" means a private company incorporated in terms of the laws of South Africa, with registration number 2017/537629/07.

1.1.4 "Order(s)/(ed)" means any oral, written or partly oral, partly written request by the Customer to All Moringa for any Goods;

1.1.5 "Parties" means collectively the Customer and All Moringa and "Party" means either of them as the context determines.

1.1.6 "Terms and Conditions" means all the terms and conditions recorded in this document;

1.1.7 "Agreement" means these Terms and Conditions, any annexure accompanying, and any accompanying offered and accepted quotation all of which form a singular agreement.

2 INTERPRETATION

2.1 Any words in these Terms and Conditions signifying any one gender shall include the others, words signifying the singular shall include the plural and vice versa, and words signifying a natural person shall include an artificial or juristic person and vice versa.

2.2 The Parties agree that the rule of interpretation to construe contract terms against the drafter, namely the contra proferentum rule shall not be applicable.

2.3 These Terms and Conditions shall apply to all Goods Ordered by the Customer, to the complete exclusion of any other terms and conditions, whether oral or in writing.

2.4 The headings in these Terms and Conditions have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.

3 COMMENCEMENT AND DURATION

These Terms and Conditions shall commence and shall be of full force and effect from the date the Customer Orders the Goods or any one or part thereof and shall endure indefinitely. Any Orders placed by the Customer immediately constitutes an offer to procure the Goods Ordered subject to the all these Terms and Conditions.

4 ORDERS AND PRICES

4.1 An Order will be deemed to have been received by All Moringa when All Moringa accepts the Order, which acceptance need not be in writing. Failure by All Moringa to formally confirm or notify the Consumer of its acceptance shall not affect the validity of the Order or the enforceability thereof.

4.2 The price due and payable by the Customer to All Moringa for the Goods shall be All Moringa's quoted price at the time of the Order, alternatively All Moringa's revised quoted price in the event of any agreed variation of the Order between the Parties.

4.3 The full particulars of the Order in the way of the Customer's chosen Goods must be expressly furnished to All Moringa together with the Customer's confirmation of all delivery items and of any and all agreed changes thereto, or additional specifications (if any) before All Moringa is obliged to commence with the processing of the Order in the way of picking or sorting, packaging or despatch commencement.

4.4 A delivery time period of between 2 (two) and 5 (five) Business Days shall apply to all deliveries in general with no delivery period from placement of the Order longer than 10 Business Days.

4.5 All Moringa reserves its rights to vary or amend the price of any of its Goods to any Customer without notice which variation or amendments shall not be unreasonable and premised upon All Moringa's input and/or delivery costs in relation to the Goods.

4.6 All prices are quoted in South African Rands.

5 GOODS PAYMENTS AND EARLY TERMINATIONS

5.1 Upon the placement of any Order with All Moringa in respect of either Parties, the Customer must make full payment to All Moringa of the stipulated/quoted price in advance and prior to the packaging and delivery of such Goods which payment the Parties hereby agree is a non-refundable payment constituting All Moringa's liquid and pre-estimated damages occasioned by any termination on the part of the Customer.

5.2 Any and all terminations of Orders by the Customer shall be terminated furnished to All Moringa in writing (via email) giving not less than 21 (twenty-one) Business Days' notice of such Customer's termination.

5.3 In the event that the Customer disputes any invoice charges, then the Customer shall notify All Moringa in writing (via email) within two days of receipt of invoice and the Customer shall in the interim pay All Moringa the undisputed portion of the invoice.

5.4 In the event that All Moringa does not receive notification as aforesaid, then the Customer shall have deemed to have accepted the invoice and the correctness of the contents of the invoice in respect to the entire contents of the invoice.

5.5 All payments to All Moringa by the Customer shall be paid in cleared funds, in full and promptly without deferment, free of exchange and without any deduction or set-off of whatsoever nature.

5.6 The Customer agrees and acknowledges that:

5.6.1 all payments made to All Moringa shall only be deemed to have been received by All Moringa when same is actually delivered to All Moringa in cleared funds and all risk in and relating to such payments shall lie with the Customer until the date of such delivery;

5.6.2 payments made directly into All Moringa's bank account shall be at the Customer's risk until confirmed as cleared funds by All Moringa's bankers; and

5.6.3 unless otherwise specifically directed in writing by an authorised representative of All Moringa, no third party is authorised to accept any payment due by the Customer on behalf of All Moringa.

6 DELIVERY OF GOODS AND REFUNDS

6.1 Although All Moringa shall endeavour as far as reasonably possible to complete the Goods for the Customer's receipt by any agreed date of delivery or within any agreed time period, All Moringa shall not be held liable for any loss or damage, of whatsoever cause and howsoever arising in the event of any reasonable delay.

6.2 On delivery, the Customer shall be required to sign a proof of delivery document as confirmation of receipt.

6.3 All Goods are subject to availability at the time of the Order.

6.4 All Moringa shall not be obliged to release/allow Customer to take delivery of any Goods until receipt in full and in cleared funds of the full quoted price(s).

6.5 Any and all applied for or necessary refunds of payment to the Customer/s shall be processed by All Moringa in its sole and unfettered discretion on an ad hoc basis which refunds shall exclude any delivery charges incurred by All Moringa when processing same.

7 VARIATION AND ADDITIONS

7.1 These Terms and Conditions constitute the entire agreement between the Parties in respect of their subject matter and no addition, variation, relaxation or waiver of any of the provisions of these Terms and Conditions shall be of any force or effect unless otherwise agreed in writing and duly signed by authorised representatives of all the Parties.

7.2 No act or omission of All Moringa will be construed as a variation, relaxation or waiver of any of these Terms and Conditions.

8 INTELLECTUAL PROPERTY, ASSIGNMENTS AND CESSION

8.1 The Parties hereby acknowledge and agree that all concepts and ideas disclosed by the Customer to All Moringa shall remain the sole and exclusive property of the Customer. Likewise, all methodologies and processes that are used by All Moringa in the performance of the Goods remain the sole and exclusive property of All Moringa.

8.2 The Parties hereby agree further that ownership in and to any and all materials and/or products, designs, and/or creations in the process of undertaking in delivering the Goods to the Customer vests in All Moringa to the exclusion of the Customer and transferred to the Customer only in the event of full payment of all presented invoices being effected to All Moringa in accordance with these Terms and Conditions.

8.3 The Customer shall not cede or assign any of its rights and/or obligations in these Terms and Conditions without the prior written consent of All Moringa.

9 BREACH

Subject to all the provisions in these Terms and Conditions, including clause 11 below, should any Party commit a breach of this Agreement and fail to remedy that breach within 7 (seven) business days after receipt from the other Party of written notice calling upon it so to do, then the Party aggrieved by that breach shall be entitled to enforce the performance of the terms hereof and/or claim damages, interest and costs on an attorney and own Customer scale (plus any Order and disbursements). In the event of any conflict between this clause 10 and any other provision(s) in these Terms and Conditions, the other provision(s) in these Terms and Conditions shall take precedent over this clause and shall prevail.

10 TERMINATION AND SUSPENSION

10.1 Under no circumstances shall the Customer be entitled to terminate or cancel these Terms and Conditions.

10.2 All Moringa shall be entitled to immediately suspend or terminate the Customers receipt of any Goods and/or terminate/cancel these Terms and Conditions (without notice) if the Customer:

10.2.1 fails to make any payment due to All Moringa;

10.2.2 is in breach of any of these Terms and Conditions;

10.2.3 is deceased;

10.2.4 is de-registered;

10.2.5 commences any winding up proceedings;

10.2.6 commences any business rescue proceedings;

10.2.7 becomes insolvent;

10.2.8 concludes a compromise with any of its creditors;

10.2.9 commits an act of insolvency; or

10.2.10 a judicial manager, trustee, executor or curator is appointed in respect of the Customer.

10.3 Upon termination/cancellation by All Moringa, All Moringa shall have no further obligations to the Customer in terms of these Terms and Conditions and/or the Customer's Order and the Customer agrees to pay All Moringa any and all amounts due and owing as at date of termination/cancellation including any costs and damages in respect to any loss suffered by All Moringa as a result of the termination/cancellation.

10.4 Upon suspension, termination and/or cancellation All Moringa shall not be liable for compensation or damage of any kind, whether on account of the loss by the Customer of present or prospective profits, or expenditures, investments, goodwill established, Customer or Customers obtained, or commitments made in connection with these Terms and Conditions, or on account of anything or cause whatsoever.

10A NOTICE – THE GOODS ARE NOT SUBSTITUTE FOR ANY NECESSARY MEDICATION PRESCRIBED BY A MEDICAL HEALTHCARE PROFESSIONAL NOR IN RESPECT OF ANY SPECIFIC ACUTE OR CHRONIC CONDITION BUT ARE INTENDED TO MERELY SUPPLEMENT A CUSTOMER'S DIET AND EXERCISE REGIME.

11 INDEMNITY

11.1 Under no circumstances shall All Moringa be liable towards the Customer or any other person for any loss of any nature whatsoever and howsoever arising, including but not limited to special, indirect or consequential damages, whether or not negligent, wilfully wrongful, or otherwise actionable at law whether based upon inter alia lost of goodwill, loss of profits, loss of revenue or any other losses from the consumption or use otherwise of the Goods.

11.2 The Customer indemnifies All Moringa and holds All Moringa harmless from any and all claims, demands, liabilities, suits, losses, costs or expenses of any kind howsoever arising against and for all claims (including third party claims) as a result of death, injury, losses, including but not limited to consequential loss, damages, interest on claims and costs (including all attorneys costs) arising out of or in connection with any consumption or use of the Goods or act or omission by All Moringa, its associated companies, its personnel, officers, employees, agents or subcontractors or their employees, due to or in connection with or in consequence of any transaction concluded between the Customer and All Moringa. All Moringa shall not be liable by reason of any representation, or any implied warranty, condition or other term or any duty at common law or under the terms of these Terms and Conditions for any indirect, special or consequential loss or damage (whether loss of profit, contracts, business or goodwill or otherwise), costs, expenses or other claims for compensation whatsoever, whether caused by All Moringa, its employees or agents or otherwise.

11.3 Despite the aforesaid indemnity and in the event that All Moringa is found to be liable to anyone by operation of law, then a total liability to any such claimant shall not exceed the sum of R2000 (two thousand Rand).

11.4 This indemnity shall be construed to the widest extent in favour of All Moringa and shall endure after termination or cancellation of these Terms and Conditions for any reason.

12 FORCE MAJEURE

12.1 All Moringa is not and will not be responsible or liable for any failure or delay in performing any obligation in the event and to the extent that such failure or delay is caused by any circumstance beyond the reasonable control of All Moringa, including but not limited to labour disruptions or

disturbances, stay alwavs or strikes (whether legal, illegal or in sympathy), court Orders, war (declared or not), revolution, riot, civil unrest or commotion, mob violence, boycott, fire, explosion, theft, sabotage, storm, flood, rain, lightning, or any other adverse weather condition, epidemic, quarantine, accident or acts or restraints of government imposition, shortages of materials or services.

12.2 In the event of an occurrence of any of the events referred to in 13.1 above, All Moringa will give timeous notice of the occurrence of such an event and will use all reasonable endeavours to minimise the effect of such an event in the performance of any or all of its obligations, including but not limited to delivery.

13 ADDRESSES

13.1 All Moringa and the Customer chooses their address and contact numbers at their place of business in South Africa as their respective domicilium citandi et executandi (stipulated address for service) for all purposes including the service of any legal process.

13.2 Any notice of other communication to be given to any of the Parties shall be valid and effective only if it is given in writing and delivered to the Parties domicilium citandi et executandi.

13.3 A notice to any Party which is sent by registered post in a correctly addressed envelope to the address specified above shall be deemed to have been received (unless the contrary is proven) within 14 (fourteen) Business Days from the date it was posted or if it is delivered to the Party by hand, it shall be deemed to have been received on the date of delivery by hand, provided it was delivered to a responsible person during business hours.

13.4 Each notice by fax or email to a Party at the fax number or email address specified above shall be deemed to have been received (unless the contrary is proven) within 24 (twenty four) hours of transmission if it is transmitted during normal business hours of the receiving Party or within 24 (twenty four) hours of the beginning of the next Business Day at the destination after it is transmitted, if it is transmitted outside the business hours.

13.5 Any Party may by written notice to the other Party change its domicilium citandi et executandi for the purposes of this clause to any other address in the Republic of South Africa (other than a post office box address) provided that the change shall become effective on the 7th Business Day after the receipt of such notice.

14 GENERAL

14.1 If any provision of these Terms and Conditions are rendered void, illegal or unenforceable in any respect such provision shall be severable and the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall remain in full force and effect.

14.2 No indulgence, leniency or extension of time which any Party may grant or show to any other Party, shall in any way prejudice such Parties rights in terms of these Terms and Conditions.