

TERMS AND CONDITIONS OF AGREEMENT OF VEHICLE HIRE

All the terms and conditions of the "Application for Credit Facilities" concluded between the LESSOR and the LESSEE are incorporated herein by reference and will apply to the hire of the vehicle/s and the signatory expressly acknowledges this. These terms and conditions are available on the LESSOR's website – www.imperialtruckrental.co.za. Certain of these terms and conditions are repeated below, for convenience. In the event of a conflict between the terms of this agreement on the one hand and the "Application for Credit Facilities" or the terms and conditions contained on the LESSOR's website on the other hand, the terms of the "Application for Credit Facilities" shall prevail.

1. ACKNOWLEDGEMENTS AND WARRANTIES

- 1.1. The LESSEE warrants and undertakes that any driver of the vehicle shall:
 - 1.1.1. be at least 23 years of age;
 - 1.1.2. be duly licensed to drive the vehicle in the Republic of South Africa;
 - 1.1.3. have a Professional Driver's Permit which shall be valid for at least three months after the anticipated return date of the vehicle and shall have such license and permit with him/her at all times whilst driving said vehicle.
- 1.2. The checklist annexed hereto forms part of this agreement.
- 1.3. A vehicle crossing international borders requires a cross-border permit obtainable from the Cross Border Road Transport Agency.
- 1.4. The LESSEE and the driver are familiar with the requirements and stipulations of the Road Traffic Act, Act 93 of 1996.
- 1.5. The LESSEE and the driver are familiar with the Road Traffic Regulations regulating the transportation of Dangerous Goods.
- 1.6. In the event of the LESSEE being in breach of clause 1.1, the LESSEE assumes full liability for any accidental damage/theft, which may occur, and there is no insurance waiver in respect of any collision damage or loss in these circumstances.
- 1.7. The LESSEE agrees and undertakes that it will not offer employment, solicit and/or employ whether directly and/or indirectly any of the LESSOR's staff.
- 1.8. If the person signing this agreement is not the LESSEE, then the signatory, hereby personally warrants that he/she is duly authorised to do so by and for and on behalf of the LESSEE.

2. RENTAL

The LESSOR shall rent out the vehicle for the contract period and subject to the terms and conditions herein contained.

3. CHARGES AND PAYMENTS

- 3.1. The hire charges shall be the prevailing rate quoted to the LESSEE failing which the prevailing brochure rate at the time of hire.
- 3.2. In the event of cash transactions all amounts owing by the LESSEE shall be payable on demand.
- 3.3. The LESSEE may not withhold any payment or set off or deduct any claim or counterclaim which it may wish to raise against the amount invoiced by the LESSOR.
- 3.4. In the event of the contract period being terminated prior to the anticipated date of return, for any reason whatsoever, the LESSOR shall have the right to adjust the applicable rate and the LESSEE shall be obliged to make payment according to such adjusted rate, in addition to any cancellation charges and or penalties.

4. THE ODOMETER

- 4.1. The odometer on the vehicle shall be deemed to accurately record the distance covered by the LESSEE.
- 4.2. The difference between the odometer reading recorded on the checklist (on the commencement date) and the odometer reading on the date upon which the vehicle is

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returned, shall be *prima facie* [on the first appearance, presumed correct until the contrary is proved] proof of the correctness of the distance covered, provided that:

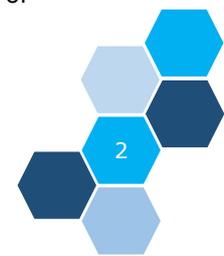
- 4.2.1. Should it cease to operate efficiently through mechanical fault or breakdown, (the onus of proof of which shall be on the LESSEE) the LESSEE shall immediately report such defect to the LESSOR with full particulars of the use to which the vehicle has been put. The distance covered shall then be assessed by the LESSOR in its sole discretion (acting as an expert and not an arbitrator) and such assessment shall be final and binding on the LESSEE;
- 4.2.2. Should the odometer (or hubodometer, where applicable) cease to operate efficiently for any reason, or be found by the LESSOR to have been damaged, disconnected, tampered with or worked on, the distance covered shall be deemed to be 800 kilometres per day calculated from the commencement of the contract period;
- 4.2.3. Should the vehicle be stolen, be involved in an accident, or be in any other circumstances, which may prevent the accurate reading of its odometer, the contract period shall be deemed to extend to such date as the LESSOR is reimbursed for such loss or damage. In such an event, the distance covered and charged for shall be calculated according to the formula in 4.2.2.

5. RETURN OF THE VEHICLE

- 5.1. By the latest, on the anticipated date of return or earlier termination of this agreement for any reason whatsoever, at the discretion of the LESSOR, the LESSEE shall:
 - 5.1.1. discontinue all use of the vehicle; and
 - 5.1.2. return the vehicle back to the designated address of the LESSOR in good condition, proper running order and in a roadworthy condition.
- 5.2. Notwithstanding anything to the contrary, the LESSOR, in its sole discretion, shall be entitled to, without any notice, terminate this agreement forthwith and to take immediate possession of the vehicle.
- 5.3. For the duration of the contract period, the LESSOR shall endeavour to keep the vehicle free from defects. In the event of the vehicle, however, becoming faulty or unfit for use during the contract period, the LESSOR may, in its sole discretion, substitute, or replace another vehicle in its place, whereupon this agreement shall continue to apply to such substituted vehicle, *mutatis mutandis* [in all respects].

6. DELIVERY AND RISK

- 6.1. The LESSOR does not warrant that the vehicle will be available to the LESSEE at any stipulated or prearranged hour or date and the LESSEE shall have no claims whatsoever for loss, inconvenience or damages howsoever arising from any late delivery. The LESSEE hereby indemnifies the LESSOR against all claims instituted by third parties which emanate from such late delivery.
- 6.2. The LESSOR shall not be obliged to place another vehicle at the disposal of the LESSEE in the event of the vehicle being damaged, stolen or rendered unfit for use.
- 6.3. Notwithstanding that the vehicle may be driven by a driver employed by the LESSOR, all risks and responsibilities in regard to the operation of the vehicle are transferred to the LESSEE on commencement of the contract period and shall remain in effect until the vehicle is returned to the LESSOR.
- 6.4. The LESSEE hereby acknowledges that the vehicle was delivered to it by the LESSOR:
 - 6.4.1. in good order and repair with all its accessories and appurtenances in place and in good working order, and in a roadworthy condition; and
 - 6.4.2. with its radiator, oil reservoirs, and petrol tank properly filled, and the LESSEE undertakes that until the vehicle is returned to the LESSOR it will maintain, at its own expense, a sufficient quantity of water and appropriate oil in the engine of the vehicle;
 - 6.4.3. complete with spare wheel, jack, wheel brace and triangles.
- 6.5. The LESSEE indemnifies and holds the LESSOR harmless against all claims of whatsoever nature and howsoever arising which may be made against the LESSOR resulting from the use of the vehicle or the manner in which it is driven while it is in the possession of the LESSEE, including claims which may be attributable to acts or omissions of the LESSOR, its employees, agents or servants.
- 6.6. The LESSEE hereby absolves the LESSOR from any liability arising from the malfunctioning of the vehicle.
- 6.7. In no event shall either party be liable to the other party for any indirect or special or consequential losses or damages, loss of profits, business, revenue, goodwill or anticipated savings suffered by the other party arising from this agreement.



- 6.8. The LESSOR shall not be liable for any damage/s of whatsoever nature arising out of any delay or failure to deliver a vehicle, driver or other facilities.
- 6.9. The LESSEE assumes full responsibility and liability for all loss including consequential loss or damage resulting from the handling or use of all vehicles and drivers supplied by the LESSOR, and hereby indemnifies the LESSOR against any and all claims for damage/s or otherwise sustained by reason of the failure of any vehicle supplied by the LESSOR or the use thereof or non/mal- performance of any driver.

7. OWNERSHIP AND LIENS

- 7.1. The ownership of and all rights and entitlement to the vehicle shall under no circumstances be transferred to the LESSEE nor shall same in any manner be disputed or challenged by the LESSEE.
- 7.2. The LESSEE shall not retain possession, use or enjoyment of the vehicle beyond the contract period unless there is express permission granted in writing by the LESSOR and, in such circumstances, only to the extent of such granted permission by the LESSOR.
- 7.3. The vehicle must remain in the possession or under control of the LESSEE at all times for the duration of the contract period and extension thereof.
- 7.4. The LESSEE shall not:
 - 7.4.1. sub-contract, cede, assign, sublet or lend the vehicle out or allow anyone to take possession of the vehicle without the LESSOR'S prior written permission;
 - 7.4.2. allow any lien, attachment or other encumbrance to come into effect in respect of the vehicle. The LESSEE shall be obliged to advise its landlord in writing of the fact that it is not the owner of the vehicle.

8. WARRANTIES AND REPRESENTATIONS

- 8.1. The LESSEE warrants that it has not been unduly influenced to enter into this agreement nor has it relied on any representations made by or on behalf of the LESSOR in regard to the condition, state of repair, capabilities, fitness or suitability for any purpose, the year of the vehicle manufacture, odometer reading or performance of the vehicle.
- 8.2. The LESSEE acknowledges that all warranties, express, tacit or implied by law, are specifically excluded and not available to the LESSEE.
- 8.3. The LESSEE hereby warrants and represents that all statements contained in this agreement are true and correct. It is furthermore agreed that all details appearing on the face of this agreement shall be deemed to form part of this agreement.

9. USE AND CONTROL

- 9.1. The LESSEE shall not and shall procure that its drivers shall not:
 - 9.1.1. cause or allow the vehicle to be neglected, abused, damaged, modified in terms of its components, be tampered with or removed or the components of the vehicle to be replaced or to be used for any purpose for which it is not designed or intended to or be used in contravention of any law or in circumstances such that there will be increased risk of danger or loss or damage or undue wear thereof or to be overloaded, driven recklessly and/or negligently;
 - 9.1.2. convey articles in the vehicle which may cause damage to the upholstery or any other part of the vehicle or increase the risk of damage to the vehicle;
 - 9.1.3. allow any person to drive or control the vehicle without such a person being in possession of a valid Professional Driving Permit and/or driving license – (whichever is applicable) such license or permit to be free of any endorsements – or allow any other person to drive or control the vehicle unless similarly licensed or permitted;
 - 9.1.4. contravene, but instead shall comply with the terms and conditions of every insurance policy issued in respect of the vehicle;
 - 9.1.5. permit any person to drive the vehicle while under the influence of drugs or medication or alcohol;
 - 9.1.6. allow the vehicle to be in any area, such as an unrest area, where there is or could be a risk that the vehicle may be damaged, through civil disturbance, social or economic protest or any act associated with the foregoing, including any act by any person in authority taken for purposes of controlling or preventing or suppressing or otherwise dealing with any such occurrences;
 - 9.1.7. permit any person other than himself or his duly appointed driver to drive the vehicle during the contract period or extended period (if applicable), without first obtaining the prior written approval of the LESSOR.
- 9.2. The LESSEE shall at all times exercise due care during the contract period and any extension thereof including, but not limited to:



- 9.2.1. taking all reasonable precautions at its own expense, to safeguard the vehicle from any loss, harm or damage;
- 9.2.2. paying all costs of the prescribed fuel and oil consumed by the vehicle, and, in this regard, the LESSEE acknowledges that the fuel tank was full when the vehicle was delivered to the LESSEE at the inception of this hire agreement and unless the vehicle is returned with a full tank – the LESSEE shall pay the actual cost of filling the tank;
- 9.2.3. allowing the LESSOR, or its servant or agent all reasonable rights and access to the vehicle and if called on to do so, disclose to the LESSOR the vehicle's locality, kilometres on the odometer and state of the vehicle at any time.
- 9.3. The LESSEE shall ensure that:
 - 9.3.1. whenever the vehicle is left parked or unattended, all doors and windows are locked and/or secured and the gearlock and alarm/immobiliser device, if fitted, is operating and activated;
 - 9.3.2. the keys to the ignition, the doors and security lock (where applicable) of the vehicle are, at all times, in the possession of the LESSEE;
 - 9.3.3. in the event of any collision, accident, damage or loss, a written report of the full extent and true circumstances of the event is lodged within 24 hours of the event at the offices of the LESSOR accompanied by the documents as detailed below:
 - 9.3.3.1. a copy of the actual driver's driving license;
 - 9.3.3.2. a copy of the driver's Professional Driving permit (if applicable);
 - 9.3.3.3. a copy of the relevant SAPS report and case number;
 - 9.3.3.4. a duly completed claim form as is required by the relevant insurer;
 - 9.3.3.5. clear photographs of the vehicle and/or place and/or surroundings where the event occurred; and
 - 9.3.3.6. copies of any other relevant evidence.
 - 9.3.4. In addition to the aforesaid, the LESSEE shall furnish all further assistance, details and co-operation as may be required by the LESSOR and/or its insurers to deal with any matters arising from the above said event and/or the recovery of the LESSOR'S losses and/or assessment of its liabilities.

10. **INDEMNITY**

- 10.1. The LESSEE, its employees, agents, servants, the drivers or contractors, shall under no circumstances whatsoever be deemed to be the agent, servant or employee of the LESSOR.
- 10.2. In the event of the LESSOR providing the LESSEE with a driver or equipment operator for the vehicle and or crane or other equipment accompanying same, such driver or equipment operator shall be deemed to be in the employ of the LESSEE for the contract period or any extension thereof, and the LESSEE hereby indemnifies and holds the LESSOR harmless against any action that may be brought against the LESSOR by any third party as a result of any action whether wilful negligent or otherwise of the driver or equipment operator.
- 10.3. The LESSEE shall be liable for all actions associated with the hire and operation of the vehicle and hereby indemnifies and holds harmless the LESSOR against any losses, damage/s or claims by anyone whomsoever and howsoever arising relating to the vehicle and its usage during the contract period and/or extended period and/or arising from or relating to:
 - 10.3.1. any harm, bodily injury to or death of the LESSEE, user, driver any occupant or any other third party or person that may in their own right or via dependents or other derivative action in any way, endeavour to seek recourse against the LESSOR;
 - 10.3.2. any loss, damage/s or destruction of any property belonging to the LESSEE, any employee or contractor of the LESSEE or any other person;
 - 10.3.3. any claims or acts of any competent governmental or statutory authority or body including any fines, penalties or levies prosecutions or claims made against the LESSOR;
 - 10.3.4. any and all costs incurred by the LESSOR in considering, investigating or resisting or otherwise dealing with any purported claim by any such other person or authority.
- 10.4. The LESSEE agrees that in the event that any of the aforesaid matters occur, the LESSOR shall not be obliged to resist, defend, debate or await judgment or conviction on any alleged claim or contravention but shall be entitled to recover any losses or

- amount demanded, claimed or levied by such other party or authority, directly from the LESSEE.
- 10.5. In the event of the vehicle suffering collision or mechanical damage, or becoming a total write-off or loss, or is subjected to fire, theft, hijacking or other disaster during the contract period arising from any cause whatsoever, the LESSEE shall pay the LESSOR the damages or costs (including standing or down time incurred and the value in full of the vehicle) – as the case may be.
- 10.6. In the event of negligence or an unlawful act being a relevant factor concerning the LESSEE's liability for payment of any amount whatsoever in terms of this agreement, it shall be presumed that the LESSEE was negligent, until it proves the contrary.
- 10.7. Should the LESSEE have subscribed for vehicle damage and theft insurance, such liability as described in 10.5 above will be assessed by the agent of the LESSOR.
- 10.8. The LESSEE shall on the commencement date supply proof to the satisfaction of the LESSOR, that adequate insurance cover exists at all times for the duration of this agreement and, where applicable, for any extensions of this agreement thereafter.
- 10.9. All obligations for payments by the LESSEE under this clause shall be due and payable on demand, irrespective of the cause of such loss or damages and the LESSEE shall not be entitled to require the LESSOR to effect or attempt to effect recovery from any other party.

11. REPAIRS TO VEHICLE

- 11.1. Any repairs, alterations, improvements, maintenance of an electronic or mechanical nature to the vehicle will be done in the sole discretion of and according to the terms specified by the LESSOR. In the event that damages to the vehicle is covered by the INSURER of the LESSEE, the LESSEE or its INSURER can only have the vehicle repaired at one of the LESSOR's approved Panel Beaters.
- 11.2. In the event of the LESSEE effecting any repairs to the vehicle without the prior written authority of the LESSOR, the costs of such repairs shall be borne by the LESSEE.
- 11.3. The LESSEE undertakes to return the vehicle to the LESSOR for lubrication service as per the vehicle's specified service intervals or every 30 days after delivery of the vehicle to it, whichever occurs first, or alternatively, shall satisfy the LESSOR that such service has been performed. In the event of any service being effected at the instance of the LESSEE at a garage other than that of the LESSOR, then the cost of such service and materials used in connection therewith shall be borne by the LESSEE.
- 11.4. If it appears upon the return of the vehicle to the LESSOR that it is reasonably necessary to affect mechanical repairs to the vehicle, which need for repairs has arisen by virtue of the LESSEE's abuse or negligent use of the vehicle, then the LESSOR shall forthwith cause the repairs to be effected to the vehicle and shall have the right to hold the LESSEE liable for the cost thereof.
- 11.5. In such event as stipulated in above, or in the event of the vehicle being damaged in a collision as a result of the LESSEE's negligence, the hire of the vehicle shall be deemed to continue until the day upon which the repairs are completed.
- 11.6. Similarly, in the event of the vehicle being damaged beyond economic repair, the LESSEE shall be obliged to pay to the LESSOR the hire charges from the time of delivery of the vehicle to the LESSOR until the date on which the LESSOR is reimbursed in respect of the loss.
- 11.7. In the event of the vehicle being stolen, the hire of the vehicle shall be deemed to continue until the insurance company (whether the LESSEE's own or the LESSOR's – whichever is applicable) has paid out for the theft of the vehicle.
- 11.8. The calculation for all these incidents in this clause 11 shall be based upon the prevailing agreement rates and 200 kilometres per day.

12. GOODS IN TRANSIT (GIT) INSURANCE

- Where the LESSEE has opted to subscribe for GIT, the LESSEE agrees and acknowledges that:
- 12.1. The LESSOR shall not be liable for the loss or damage to any property left or transported in or upon the vehicle, irrespective of whether or not the loss or damage resulted from the negligence of the LESSOR, its agents or employees. The LESSEE hereby assumes full responsibility for such loss or damage, and hereby waives all claims against the LESSOR arising therefrom and the LESSEE hereby indemnifies the LESSOR in respect of all claims arising therefrom.
- 12.2. Responsibility for all goods loaded and transported on the vehicle shall at all times be vested with the LESSEE, irrespective of whether GIT insurance is affected or not. Moreover, even if the LESSEE has specifically opted to subscribe to GIT, the LESSEE agrees and acknowledges that:



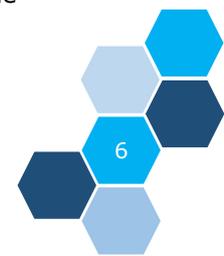
- 12.2.1. the LESSOR acts merely as a broker and accepts no liability in its provision of this role;
- 12.2.2. it shall be the duty and obligation of the LESSEE or its successor-in-title to refer, process and pursue its claim for recovery for any amount due thereunder against the insurers.

13. **E-TOLLING**

- 13.1. In order to comply with the provisions of the National Roads Act No 7 of 1998 ("the Act") and the conditions regarding toll roads, toll tariffs, the e-tag and/or the e-toll accounting system, the LESSOR shall equip all its vehicles with an e-tag and utilise the Transaction Clearing House "the TCH" for processing of all toll transactions.
- 13.2. The LESSEE understands and agrees it is liable to pay all toll charges which will arise when the vehicle that it rents from the LESSOR passes a tolling point. The LESSEE acknowledges that the tolls are calculated when a vehicle that it rents from the LESSOR fitted with, or displaying the e-tag supplied by the LESSOR, passes through a tolling point, at which point the information on the e-tag is read by the road side equipment.
- 13.3. The LESSEE acknowledges that when it uses an e-road, the service in respect of its use of such e-road is being provided by SANRAL as a result of which the LESSOR, by virtue of the fact that its vehicle, as hired by the LESSEE, is fitted with an e-tag, will be billed for toll transactions by the TCH on behalf of SANRAL.
- 13.4. The LESSEE shall however be liable for the amount of toll levied at the standard rates, from time to time, in respect of each toll transaction for every vehicle hired by the LESSEE from the LESSOR, in terms of section 27(3)(c) of the Act.
- 13.5. The LESSEE shall pay the standard rate of toll levied by SANRAL, in respect of each toll transaction for every vehicle hired by the LESSEE from the LESSOR, to the LESSOR who shall thereupon settle its debt to SANRAL.
- 13.6. The LESSOR shall charge the LESSEE a handling fee on all capped toll transactions processed by the LESSOR in respect of vehicles hired by the LESSEE.
- 13.7. The LESSEE will not use, or permit the use of the LESSOR's e-tag, on any motor vehicle other than the LESSOR's duly designated vehicle. The LESSEE is aware that such conduct would amount to a fraudulent misrepresentation which could give rise to criminal charges.
- 13.8. In the event where the e-tag is not returned with the vehicle, and where the vehicle was not driven by an employee of the LESSOR, a penalty of R50.00 will be levied for which the LESSEE shall be liable.
- 13.9. In circumstances where the e-tag is defective, and the LESSEE fails to inform the LESSOR of this fact within 24 hours, the LESSOR reserves the right to levy a penalty equal to 30% of the toll transactions over the relevant period for which the LESSEE shall be liable.
- 13.10. In instances where the LESSEE hires a vehicle for a period of less than a week, the LESSEE shall pay a deposit in respect of future toll transactions. Should the toll fees incurred by the LESSEE during the period exceed the deposit, the LESSEE shall be required to pay the outstanding amount immediately upon termination of the rental agreement or upon demand whichever is sooner.
- 13.11. Should any amount due by the LESSEE to the LESSOR as a result of the e-toll accounting system not be paid when required for whatever reason, in addition to any other rights of the LESSOR arising from such non-payment, the LESSEE will be liable for all additional fees together with legal costs that the LESSOR may incur for recovery of any outstanding debt.
- 13.12. On termination of the rental agreement, any remaining portion of the deposit, less any penalties payable to the LESSOR, will be refunded to the LESSEE.
- 13.13. Fees charged shall be deemed to be correct, unless the user is able to demonstrate that they are incorrect.
- 13.14. Disputes or queries in respect of any toll transactions must be reported by the LESSEE to the LESSOR within 24 hours after receipt of the daily e-toll transaction report ("The report"). Discrepancies or disputes not reported within 24 hours after receipt of the report, will not be considered and no credit will be granted to the LESSEE.

14. **GENERAL**

- 14.1. The LESSEE, by its signature hereto, hereby subscribes to and accepts the terms and conditions herein contained as read with any terms recorded on the LESSOR's invoices / delivery notes. The LESSEE acknowledges that any terms and conditions of the LESSOR and those herein contained shall supersede and replace all and any of the



- LESSEE's terms and conditions of trade/sale, wherever contained, even if signed for by the LESSOR.
- 14.2. This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 14.3. The terms and conditions contained in this agreement, shall constitute the entire agreement between the LESSOR and the LESSEE and no variation, amendment, consensual cancellation or otherwise shall be of any force or effect unless agreed to by both the LESSEE and the LESSOR in writing by means of handwritten non-electronic signatures.
- 14.4. No indulgences, latitude, extension of time or the like granted by the LESSOR to the LESSEE shall in any way whatsoever constitute a novation or waiver of any rights which the LESSOR may have against the LESSEE nor may it operate as an estoppel (a legal principle that bars a party from denying or alleging a certain fact owing to that party's previous conduct, allegation or denial or as a basis for denying the LESSOR relief) against the LESSOR.
- 14.5. Where it is a term of the hiring that the LESSOR shall provide or appoint labourers or assistants in connection with the packing, loading, tying, lifting or off-loading or transport of any goods, such persons shall at all times be deemed to be the employees, servants or agents of the LESSEE. The LESSOR does not warrant their special skills or abilities to perform any of the above services or functions all of which shall be performed under the direct supervision of the LESSEE, and the LESSOR shall be absolved from and indemnified against all and any loss or damage which may be suffered in any way arising from or connected to any of the work so performed.
- 14.6. No employee, driver or agent of the parties shall have any right to waive, amend or abandon the terms and conditions of this agreement.
- 14.7. Without prejudice to any other provision of this agreement, any successor-in-title, including any executor, assigns, administrator, heir, liquidator, business rescue practitioner, curator or trustee, of either party shall be bound by this agreement.
- 14.8. The LESSEE warrants that every fact, term, condition, obligation and warranty committed to by the LESSEE in entering into this agreement shall be material and essential to this agreement and are specifically intended to be acted on and relied upon by the LESSOR and the LESSOR would not have concluded this agreement without these safeguards.
- 14.9. If any provision of this agreement is held to be unenforceable by any court of law or other tribunal or competent authority, such provision shall be severable from this agreement and shall not affect the remaining provisions of this agreement which shall remain in full force and effect. If any term or condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate in good faith an amendment to remove the invalidity. The parties declare that it is their intention that this agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof;
- 14.10. No oral *pactum de non petendo* (agreement not to sue) shall be of any force or effect.
- 14.11. The parties acknowledge that they have been free to secure independent legal advice as to the nature and effect of the provisions of this agreement and that they have either taken such independent legal advice or dispensed with the necessity of doing so.
- 14.12. No agreement shall be deemed to come into force between the parties until this written document has been executed by all the parties, duly authorised, this notwithstanding the exchange of drafts between the parties.
- 14.13. The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which, of necessity, must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide this.
- 14.14. This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the party last signing one of the counterparts.

