

28. SEP. 2005 8:16

**WesBank**

A division of FirstRand Bank Limited  
Registered Bank, Reg. No. 192800122500  
An Authorised Financial Services Provider  
'n Gereguleerde Verkooper van Finansiële Diensies

WESBANK CORP W/CAPE 021 6866756  
WESBANK CORP W/CAPE

NO. 499 P. 2

"BI"

**First Schedule - Instalment Sale Agreement**  
**Eerste Bylae - Afbetalingverkoopsooreenkoms**

Reference Number: Verwysingsnommer:	CSA131-0003H
Commencement Date: Aanvangsdatum:	2005/09/28
Termination Date: Beëindigingsdatum:	2010/10/26

Annexed to and forming part of the Master Instalment Sale Agreement dated:  
Aangeheg by en wat deel uitmaak van die Afbetalingverkoopsooreenkoms gedateer: 2003/10/21

Description of Goods:  
Beskrywing van goedere:

1 X NEW MINI MARK II COOPER 3  
ENGINE NO: D4100628  
CHASSIS NO: WMWRE32010TK81373  
REG NO.

Address of premises where goods will be kept:  
Adres van die perseel waar die goedere gehou sal word:

7 TERRACE HILL ROAD  
SILVERHURST ESTATE  
CONSTANTIA

Cash Price/Kontantprys:

Value Added Tax/ Belasting op Toegevoegde Waarde:

Documentation Fee/Dokumentasiefoel:

Stamp Duty/Seëling:

Less Deposit/Min Deposito:

Principal Debt/Hoofskuld:

Finance Charges (subject to the additional conditions attached hereto) calculated at an Annual Finance Charge Rate of  
Finansieringskoeste (onderworpe aan die verdere voorwaardes hieraan aangeheg) bereken teen 'n Finansieringskoestekoers per jaar van  
8.500% N.A.C.M.

PRIME RATE = 2.000%  
PRIME RATE = 10.500%  
20050625

209458.97

22092.97

3420.00

0.00

(3420.00)

238549.94

55474.08

Total amount payable as set out below: / Totale bedrag betaalbaar soos hieronder uiteengees: 294024.00

Number of Instalments Getal Pasiemnte	Amount of Instalments Bedrag van Pasiemnte	First Payment Date Eerste Huurbetaldatum	Thereafter on the same day Daarna op ooreenstemmende dag
60	4800.40	2005/11/01	MONTHLY

Buyer/Koper:

This Schedule is executed for and on behalf of:  
Hierdie Bylae word uitgevoer vir en namens:

CHARLES HENRY DELACOUR CORNWALL ID NO-8111156204083

SILVERHURST ESTATE

at: (street address and town): 7 TERRACE HILL ROAD  
te: (straatadres en dorp): CONSTANTIA

by: Charles Henry Delacour Cornwall  
in his/her own name or in/tydens hoedanigheid as: *Individueel*

Signature(s)/Handtekening(e)

27/09/2005  
Date/Datum

Witness Signature/Getule Handtekening

Seller/Verkooper:

This Schedule is executed for and on behalf of the Seller by:  
Hierdie Bylae word uitgevoer vir en namens die Verkooper deur:

JEANNE CHERYL PLAATJES

27/09/2005  
Date/Datum

Witness Signature/Getule Handtekening

The attention of the Buyer is drawn to the Additional Conditions *overes* which form part of the aforementioned Instalment Sale Master Agreement.  
In terms of section 5 (1) (f) of the Credit Agreements Act, 1980 (as amended by section 4 of Act 6 of 1985), the wording of section 13 (1) of the Credit Agreements Act is set out below. Section 13 (1) will only be applicable to this Agreement, if this Agreement is subject to the Credit Agreements Act.  
"13. (1) WHEN ANY CREDIT AGREEMENT IN RESPECT OF WHICH THE INITIATIVE EMANATED FROM ANY CREDIT GRANTOR OR HIS MANAGER, AGENT OR EMPLOYEE, IS SIGNED BY ANY CREDIT RECEIVER AT A PLACE OTHER THAN THE BUSINESS PREMISES, WHERE THE CREDIT GRANTOR OR HIS MANAGER, AGENT OR EMPLOYEE ORDINARILY CARRIES ON HIS BUSINESS, THE CREDIT RECEIVER MAY WITHIN FIVE DAYS AFTER THE DATE OF THE CREDIT AGREEMENT TERMINATE IT BY NOTICE IN WRITING DELIVERED OR SENT BY PREPAID REGISTERED MAIL TO THE CREDIT GRANTOR, AND BY TENDERING THE RETURN OF ANY DELIVERED TO HIM IN TERMS OF THE CREDIT AGREEMENT."

Die koper word verwys na die verdere voorwaardes op die kaarty hiervan welke voorwaardes deel uitmaak van die voorgemelde Afbetalingverkoopsooreenkoms.  
In terme van artikel 5 (1) (f) van die Wet op Kredietooreenkoms, 1980 (soos gewysig deur artikel 4 van Wet 6 van 1985), word artikel 13(1) van die Wet op Kredietooreenkoms hieronder uiteengeel. Slegs die Wet op Kredietooreenkoms sal van toepassing op hierdie ooreenkoms indien hierdie ooreenkoms onderworpe is aan die Wet op Kredietooreenkoms.  
"13.(1) WANNEER 'N KREDITTOOREENKOMS TEN OPSIGTE WAARVAN DIE INISIATIEF DEUR 'N KREDITOPNEEMER OF SY BESTUURDER, AGENT OF WERKNEMER, BEGRIEPEER/OPNEEMER ONDERTEEKEN WORD OP 'N ANDER PLEK AS OP 'N WERKNEMER GEWOONLIK BESIGHEID DOEN, KAN DIE KREDITOPNEEMER, AGENT OF DAAR NA DIE DATUM VAN DIE KREDITTOOREENKOMS DIT BEÏNDIG BY SKRYPTELIKE KENNIGGEWING, AAN DIE KREDITGEWER OORHANDIG OF PER VOORUITBETAALDE GEBREKTEWATERS POE AAN HOM GESTUUR, EN DEUR TERUGGAWE AAN TE BIED VAN ENKE GODEPSE WAT INGEVOLGE DIE KREDITTOOREENKOMS AAN HEM OORHANDIG IS."

*Handwritten initials*

28. SEP. 2005 8:16

WESBANK CORP W/CAPE 021 6866756

SAIB1 NO. 499 P. 34

"B2"

BMW Dealer  
MINI Dealer

**Auto Atlas**

WESBANK CORP W/CAPE



CSAIB1/0000000000

### New Vehicle Tax Invoice

Invoice to:  
Wesbank  
Great Westerford  
240 Main Road  
2nd Floor  
Rondebosch  
7700

Deliver to:  
MR C CORNWALL  
7 Terrace Hill  
Silverhurst est  
Constantia  
Cape Town

Invoice no. 00002846  
Account no. 845577  
Order no. 80003288  
Document no. 00006287  
Document date 08/09/2005  
Page no. 3 of 5  
Customer no. 00010483

VAT Reg no: 4210102061

7800

MINI Cooper S - Mark II 0TK81373

RE32 D4150525  
00045577 45577

Registration Date: 08/09/2005  
Initial Year: 2005  
This was serviced by:  
Sales Type: Retail  
Colour/Trim: Dean Williams

Barrow's Meter (Pty) Ltd.  
Trading As Auto Atlantic V&A  
Registration No 1946/021901/07  
VAT Reg. No. 4870107814  
Postal Address P O Box 2040 Cape Town 8000  
Street Address Dock Road V & A Waterfront Cape Town 8000  
Tel +27 21 418-4200 Fax +27 21 418-4284  
Service +27 21 418-4285 Sales +27 21 418-0084 Accounts +27 21 418-4287  
Internet www.autoatlantic.co.za

Item No	Description	Amount net. V	V.A.T. Amount	Amount
1	RE32			
2	114	189035.09 C	26164.91	215500.00
	1314	3947.36 S	552.64	4500.00
3	249			
4	255	1842.10 S	257.90	2100.00
5	345	557.89 S	92.11	750.00
6	369	984.91 S	135.09	1100.00
7	423	5131.67 S	718.43	5850.00
8	405	482.45 S	67.55	550.00
9	493	482.45 S	67.55	550.00
10	A	857.89 S	92.11	750.00
11	674	1228.07 S	171.93	1400.00
		4824.58 S	675.44	5500.00
12	LICENSE	1650.00 E	0.00	1650.00
13	DISCOUNT	-1447.37 C	-202.63	-1650.00
	Sub-total			220000.00

Director  
A J Phillips  
M Leubacher  
H R Olanda  
P A Grobler  
A J Lambrecht  
J D Smith  
L B Thompson  
C W Wilks  
D J Wilson

#### Trade In Summary

Code	Amount	VAT
C	14.00	187587.72
S	14.00	20219.28
E	0.00	1650.00
		26282.28
		228000.00
		0.00

Vehicle Description      Quantity      Total Amount

Total Amount	209458.97
Discount	1447.37
Net Amount	210904.34
V.A.T	29092.98
Invoice Total	239997.32
Deposit Received	238530.00
Trade In Allowance	0.00
Early Settlement	0.00
Total Due	260560.00

AUTO ATLANTIC DOCK ROAD V & A WATERFRONT 8001

AUTO ATLANTIC DOCK ROAD V & A WATERFRONT 8001

AUTO ATLANTIC DOCK ROAD V & A WATERFRONT

Handwritten signature and initials

# Delivery Receipt

Agreement No: CSA131-0003H

Supplier: AUTO ATLANTIC

Invoice No.: 00002846.1

Please deliver the goods in a good working order and condition, to the satisfaction of our customer:

CHARLES HENRY DELACOUR CORNWALL ID NO-8111155204083 who will accept delivery as our agent and the goods described below.

Description of the Goods :  
1 X NEW MINI MARK II COOPER S  
ENGINE NO:D4150525  
CHASSIS NO:WMWRE32010TK81373  
REG NO:

After the customer has inspected the goods, kindly arrange for him/her to sign the Acknowledgement of Delivery at the bottom hereof with one of your staff members signing as witness, whereafter the document is to be returned to Wesbank A Division of FirstRand Bank Limited together with the original Certificate of Registration.

Accept delivery for and on behalf of Wesbank A Division of FirstRand Bank Limited

Branch Name: CORPORATE CAPE TOWN

Address: GREAT WESTERFORD  
240 MAIN ROAD  
RONDEBOSCH

Telephone No.: 021-6595040

**Acknowledgement of Delivery**

I hereby acknowledge that I have received in good order and condition and to my entire satisfaction, the goods described above.

[Signature]  
Signature of Customer

[Signature]  
Witness

[Signature]  
Authorised Signatory p.p.  
Wesbank A Division of FirstRand Bank Ltd

Date: 16/09/2005

3/08/2005  
Date

[Signature]

"B"



MASTER INSTALMENT SALE AGREEMENT

CSA 131

between

WesBank, a division of FirstRand Bank Limited  
Registration No. 1929/001225/06  
An Authorised Financial Services Provider  
(hereinafter referred to as "the Seller")

8th Floor  
9 Kark Street, Bank City  
Johannesburg  
2001

and CHARLES HENRY DELAOUR CORNWALL ID NO:6111155204083

7 TERRACE HILL ROAD  
CONSTANTIA

*Sikhunzi Estate,*  
*Paterson*  
*[Handwritten signatures and initials]*

(business or residential address)  
(hereinafter referred to as "the Buyer")

The Seller hereby sells to you, and you agree to purchase upon the terms and conditions as set out in this Agreement, the Goods.

1. **SEPARATE AGREEMENTS**

This Agreement shall operate as a separate and distinct Agreement in respect of each and every First Schedule attached hereto from time to time. Each Instalment Sale as reflected in such First Schedule shall be separate and distinct from each other.

2. **DEFINITIONS**

In this Agreement, unless the subject or the content shall otherwise require, a reference to any gender shall include the remaining genders, the singular shall include the plural and the words and expressions following have the meanings respectively assigned to them in this clause:

"Agreement"	Means this agreement read with the applicable First Schedule;
"Commencement Date"	Means the date of commencement of this Agreement as specified in the applicable First Schedule;
"Credit Agreements Act"	Means the Credit Agreements Act, 1980 (Act No 75 of 1980);
"First Schedule"	Means each of the schedules annexed hereto marked 'First Schedule' which are signed by the parties and any subsequent schedules bearing a reference to this Agreement which are signed by the parties;
"Goods"	Means the vehicle and/or any other items referred to in the First Schedule and shall include all fittings, accessories and modifications thereto from time to time and all components and replacement parts which may at any time be added thereto or substituted therein or thereon;
"Insurer"	Means the insurance company which has issued a Policy in respect of the Goods;
"Policy"	Means a valid insurance policy with any extensions to such policy as the Seller may from time to time reasonably require (which policy shall insure against the risks stated therein whilst the Goods are in private and business use), and any other policy or policies covering such other risks as the Seller may reasonably require;
"Prime Rate"	Means the interest rate (per cent, per annum, compounded monthly) from time to time published by First Rand Bank Limited as being its minimum overdraft rate, as specified by any manager of the Bank whose appointment and designation need not be proved;

*coe*  
*[Handwritten signatures and initials]*

*[Handwritten signatures and initials]*

"Settlement Figure"	Means the amount calculated by the Seller in accordance with its standard procedure from time to time as being the amount owing in respect of any item of the Goods and payable by the Buyer in respect thereof upon termination of this Agreement, as hereinafter provided;
"Supplier"	Means and includes the manufacturer, Supplier or seller of the Goods to the Seller;
"Usury Act"	Means the Usury Act, 1968 (Act No 73 of 1968);
"VAT"	Means value-added tax as determined from time to time in accordance with the Value Added Tax Act, 1991.

### 3. HEADINGS

The headings in this Agreement are included for reference purposes only and shall in no way affect or govern the interpretation or construction of this Agreement.

### 4. DELIVERY, WARRANTY AND RISK

4.1 You acknowledge that the fundamental basis of this Agreement is that-

- 4.1.1 the Seller has bought or will buy the Goods solely upon your request since you wish to purchase the Goods in terms of this Agreement;
- 4.1.2 you selected and approved both the supplier and the Goods;
- 4.1.3 you will ensure that upon the Seller buying the Goods from the supplier the Seller will not be deprived of any of its common law remedies against the Supplier.

4.2 You further acknowledge that -

- 4.2.1 neither the Seller nor anyone on its behalf has -
  - 4.2.1.1 given any warranties, guarantees or undertaking of any nature whatsoever as to the condition of the Goods or their fitness for any purpose whatsoever; or
  - 4.2.1.2 induced you in any way to enter into this Agreement;
- 4.2.2 you are aware that the sale is *voetstoots* and that you shall have no claim of whatever nature arising out of the use of the Goods or any defect therein against the Seller, nor shall you be entitled to cancel the Agreement should it transpire that the Goods are unacceptable to you for any reason.
- 4.2.3 You will have no claim against the Seller in the event of late-delivery or non-delivery of the Goods provided that in the event of non-delivery you will be entitled to a refund of any prepaid instalments less any costs or losses suffered by the Seller.

4.3 You will take delivery of the Goods as agent for the Seller at such place as may be required by the Seller when delivery is tendered by the Supplier.

4.4 The risk in the goods will be yours when you take delivery of the goods or sign this agreement whichever happens first and you shall bear all costs of delivery and insurance in transit.

### 6. OWNERSHIP

The Seller shall remain the owner of the Goods until such time as the Seller receives all amounts payable in terms of this Agreement whereupon you will become the owner.

### 6. INITIAL PAYMENT

Upon signature of this Agreement you must make the initial payment referred to in the First Schedule.

### 7. PAYMENTS

- 7.1 All payments shall be made by way of debit order unless the Seller agrees otherwise and all such amounts shall be made to the Seller's stipulated domicilium.
- 7.2 You must ensure that the Seller receives the full amount of each payment as set out in the First Schedule and no deductions may be made from such payment.
- 7.3 Whilst this Agreement remains in force you will not be entitled to withhold payment of any instalments for any reason whatsoever.

*Handwritten signatures and initials:*  
 (Circular stamp) Cee [Signature] [Signature]

*Handwritten signature and initials:*  
 [Signature] MK

- 7.4 Should you fail to make payment of any amount on due date you will pay interest on the amount you should have paid at whichever is the greater rate of 3% above prime rate or 2% per month compounded monthly from due date to the date of payment of arrears.

8. **INSURANCE**

- 8.1 You must at all times keep the Goods insured with a registered insurer approved by the Seller against all insurable risks, all loss and damage to a value not being less than the value of the principal debt as reflected in the First Schedule. Please note the following:
- 8.1.1 the policy must either be taken out in the joint names of yourself and the Seller or you must ensure that the Seller's interest is noted by the insurance company on the policy and you hereby cede your rights in and the policy and the proceeds thereof to the Seller.
- 8.1.2 you must give the Seller immediate proof of insurance upon request by the Seller together with proof of payment of any premiums. If you do not give proof of payment to the Seller then you hereby authorise the Seller to insure the goods on your behalf and to add the premium to the principal debt. The Seller shall however not be obliged to insure the goods on your behalf.

9. **INDEMNITY**

You hereby indemnify and hold the Seller harmless from any and all loss, damages, fines, taxes or other fiscal charges, penalties and claims whatsoever and howsoever arising from or connected with the Goods, their purchase or the use or possession thereof and whether or not such claims are caused by any act or omission of yourself or anyone else.

10. **USE OF THE GOODS**

- 10.1 You must keep the Goods in your possession or under your control at all times and you must maintain the Goods in good working condition and repair at your expense.
- 10.2 You may not give the Goods to any other person or sell, let, loan, pledge or transfer the Goods to another without the Seller's prior written approval and you must not allow the Goods to become subject to any lien attachment or any other legal claim by any third party.
- 10.3 Should it be required by law, you and any other person who uses or operates the Goods with the Seller's approval, must be fully qualified and/or licensed in respect of such Goods.
- 10.4 You shall, at your own expense, apply for and obtain all and any licences or certificates which may be legally required for or in connection with the ownership or use of the Goods.
- 10.5 You may not modify the Goods in any way without the Seller's prior approval and please note that any accessory or part you add to the Goods will become the property of the Seller for which the Seller will not have to pay or carry any liability.
- 10.6 You will allow the Seller or a representative of the Seller to inspect the Goods at any reasonable time and arrange for access to the Goods if necessary.
- 10.7 If the subject of this Agreement is not a vehicle but some other moveable property you must ensure that it never accedes to the property where kept.
- 10.8 You may not take the Goods out of the Republic of South Africa without the prior written consent of the Seller.

11. **TERMINATION BEFORE EFFLUXION OF TIME**

- 11.1 In the event of this Agreement being subject to the Usury Act and the principal debt not exceeding R500 000 (or whatever figure is prescribed by regulation for section 3A(2) of the Usury Act), should you wish to settle this Agreement early without penalty you must give 90 days notice in writing to the Seller but this notice cannot be given before 90 days have passed from date of signature. During the 90-day notice period you must continue to make all payments due in terms of this Agreement. The Agreement shall remain of full force and effect until such time as all amounts due in terms of this clause have been paid.
- 11.2 Should this Agreement not be subject to the Usury Act or the principal debt exceeds R250 000 (or whatever figure is prescribed by regulation for section 3A(2) of the Usury Act) then you will not be entitled to any rebate upon early settlement of this Agreement despite any accelerated payments made by you unless the Seller, in its sole discretion, decides otherwise.

12. **TERMINATION ON TOTAL LOSS**

If the Goods are lost or stolen and not recovered within 21 days, or in the opinion of either the insurer or Seller, are destroyed or damaged beyond economic repair, then this Agreement shall come to an end immediately and you shall pay the Seller the settlement figure less any amounts, if any, received from the insurer.





13. **CERTIFICATE OF INDEBTEDNESS AND VALUATION**

- 13.1 It is agreed that the Seller may provide a certificate from one of its managers, whose position it will not be necessary to prove, showing the amount due to the Seller and how it is calculated. Unless you disagree with such amount and are able to satisfy the court that the amount in the certificate is incorrect, it is agreed that the Seller may take any judgement or order it is entitled to in law based on the facts contained in the certificate, or such amount as the court may find to be due.
- 13.2 You agree that the conduct of your account can be reported to credit bureaux or any other company within the FirstRand Limited Group without further consultation.
- 13.3 If it is necessary to determine the value of the Goods the Seller will choose the appraiser and you will bear the cost of such valuation. You accept that such evaluation shall be final and binding upon you. Otherwise the value shall be deemed to be the net amount realised on a sale of the Goods by the Seller on such terms and conditions as the Seller deems fit.

14. **BREACH**

- 14.1 If you fail to comply with any of the conditions of this Agreement (all of which you agree are material), or fail to pay any amounts due to the Seller, or commit any act of insolvency, or you have made misleading or inaccurate statements to the Seller relating to financial affairs or otherwise before or after signing this Agreement, or leave the employ or abscond from the company, firm or association that employs you at the date of execution of this Agreement, or you allow any judgement that has been taken against you to remain unpaid for more than seven days, then the Seller will have the right (without affecting any of its other rights):
  - 14.1.1 to cancel the Agreement and claim from you the amount which the Seller would have been paid had you fulfilled all your obligations. To this end, the Seller will be entitled to take the Goods back, sell the Goods, keep all payments you have made and claim the balance (if any) from you as damages: or
  - 14.1.2 to claim immediate payment of the full amount that the Seller could claim in terms of the Agreement, as if it was then due by you;

Provided that pending payment of such arrears and/or damages that the Seller shall not be obliged to tender or repay to you any amounts paid under this Agreement or any allowances or credits granted to you.
- 14.2 At any time after breach of any term or condition of this Agreement the Seller shall be entitled to affix to the Goods any plates, signs or other notices reflecting its ownership in the Goods as it may think fit and, if requested by the Seller, you agree to make such attachment.

15. **CESSION AND ASSIGNMENT**

- 15.1 You may not cede any of your rights or assign any of your obligations to any other party without the prior written approval of the Seller.
- 15.2 It is agreed that the Seller, without notice to you, may cede and assign its rights and obligations in terms of this Agreement to a third party and in such event you agree that you will continue to hold the Goods and fulfill your obligations on behalf of and to the new party.

16. **INDULGENCE**

Should the Seller not have insisted that you follow any of the terms and conditions strictly at any previous stage you may not assume that the terms and conditions have been altered. These terms and conditions will still apply and the Seller will at any time thereafter be entitled to enforce them strictly without notice.

17. **COSTS AND EXPENSES**

You shall be liable for and pay on demand:

- 17.1 the costs related to the preparation of this Agreement including all stamp duties, taxes and other fiscal charges payable in respect of this Agreement and any guarantees or securities in connection with it;
- 17.2 the costs arising from your failure to comply with any terms of this Agreement and/or default on your part on an attorney-and-own client basis and for the payment of collection commission on all payments made by you if the matter is referred to an attorney or collection agency as well as the costs of recovering the Goods.

18. **APPROPRIATION AND SET OFF**

The Seller may at any time, before or after termination of this agreement, in its discretion, appropriate or re-appropriate any monies received from you or set off any amounts realised from the sale of the Goods should they be repossessed, towards the reduction of any amounts owed by you to the Seller, whether in terms of this agreement or otherwise. You specifically waive your right to name the debt to which any payment shall be applied.

19. **JURISDICTION**

It is agreed that the laws of the Republic of South Africa shall apply to this Agreement and that the Magistrate's Court shall have jurisdiction over any proceedings that may arise from this Agreement unless the Seller chooses the High Court in which event any costs awarded against you shall be awarded or paid on the High Court scale.

Handwritten signature and initials, possibly 'Coe' and 'A', with a large scribble above them.

Handwritten signature and initials, possibly 'MK'.

20. **LAW TO APPLY**

This Agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.

21. **DOMICILIUM**

21.1 The parties hereby respectively choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Agreement; your warranting that such address and any other address selected by you hereunder shall be an address at which you are or ordinarily resident or employed or shall be your business address.

21.2 The parties shall be entitled to change their domicilium from time to time provided that any new domicilium selected by shall be situate in the Republic of South Africa, shall be a physical address and any such change shall be effective only upon receipt of notice in writing delivered by hand or sent by registered post, by the other party of such change.

21.3 All notices, demands or communications intended for either party shall be made or given at such party's domicilium for the time being and, if forwarded by the Seller by prepaid registered post, shall be deemed to have been made or given 3 days after the date of posting. The provisions of this clause shall not be construed as constituting the Post Office the agent of the Seller for any purpose and all risk of theft, loss or destruction in the post of any payment made by or on behalf of you shall at all times remain with you.

22. **VARIANCE**

No agreement at variance with the terms and conditions of this Agreement and no waiver by the Seller of any rights shall be of any force or effect unless reduced to writing and signed by the parties hereto.

23. **USURY ACT**

If this Agreement is subject to the provisions of the Usury Act the, insofar as any of the provisions contained in this Agreement which but for this clause would have been in conflict with the said Act, such provisions shall be deemed to be amended only to the extent necessary to comply with the provisions of the said Act.

24. **CREDIT AGREEMENTS ACT**

24.1 If the Credit Agreements Act applies to this Agreement, then

24.1.1 Clause 4.1 and 4.2 will not apply to this Agreement and will be deemed to be deleted: Provided that should this Agreement be an agreement as envisaged in section 6(2) of the Credit Agreements Act then clause 4.2.1.2 and 4.2.3 will, notwithstanding the aforesaid, not be deemed to be deleted and such clauses shall continue to apply.

24.1.2 The parties agree that any provision in this Agreement which but for this clause would have been in conflict with any of the provisions of the Credit Agreements Act shall be regarded as pro non scripto and of no force or effect and shall be severable from this Agreement without in any way affecting the validity of the remaining provisions of this Agreement.

25. **DEBIT ORDER AUTHORIZATION**

25.1 The Seller shall be entitled to originate debits to your current account at:

Bank : ABBA PRVTE  
 Branch : 631010  
 Account Number : 04060008252

or any other bank or branch to which you may subsequently transfer your account, with all amounts due or which might at any future time become due by you in respect of your obligations under this Agreement.

25.2 You hereby agree that the first payment payable in terms hereof shall be paid directly by yourself to the Seller and that this debit authorisation shall commence from the due date of the second payment thereunder and shall remain in force for the full period of this Agreement.

25.3 This authority shall in no way be construed as substituting, varying or novating your obligations under this Agreement.

25.4 You acknowledge that the withdrawals hereby authorised may be processed by a computer system in which event you will not receive any voucher if your account is computerised, but details of each withdrawal will be reflected on your bank statement.



This agreement is executed at Cape Town<sup>6</sup>  
 for and on behalf of the Seller by Jeanne Cheryl Ploetzies  
 in his/her capacity as a Marketing Assistant of the Seller.  
 On this the 16th day of September 2005

In the presence of the undersigned witness.

[Signature]  
 As Witness

[Signature]  
 Seller

This agreement is executed at Rondebosch  
 for and on behalf of the Buyer by Charles Henry Delacour Cornwall  
 in his/her/their capacity/ies as a Individual of the Buyer.

(under the authority of a Resolution by the directors of the Buyer dated \_\_\_\_\_)

On this the 31st day of August 2005  
 in the presence of the undersigned witness

[Signature]  
 As Witness

[Signature]  
 Buyer

[Signature]  
MK