

ANNEXURE B - PRICE STRUCTURE



Averda South Africa (Pty) Ltd
Co. Reg. No. 2006/022763/07
Call Centre: 086 076 3466 Telephone: 011 250-5000 / 097 351 1415
83 Heidelberg Road City Deep, Production Park / P.O. Box 10531, Aston Manor 1630

MANIFEST /

DOC No:

ACC No:

ORDER No:

Profession

REPRESENTATIVE:

SHANTE

BRANCH NAME:		Johannesburg		COMMENCEMENT DATE:		19/01/2018		REPRESENTATIVE:		SHANTE	
Service Agreement		Initial Period		Commercial Activity		Business Type					
Prompted AD-HOC	Fixed Service Periodical	Rental Agreement	36	Once - Off	New Contract	Yes					
BUSINESS NAME:		Mafikeng Abattoir		PRACTICE NO:		4310232038					
REG NO:		2006/017560/07		VAT NO:							
TELEPHONE:		(018) 381 4110		FAX:		(018) 381 4059					
BILLING ADDRESS:		Supreme Polity (Pty) Ltd		CONTACT NAME:		Sr Ena Martin					
James Watt Crescent Industrial Site				E-MAIL:		emartin@countrybird.co.za					
SERVICE ADDRESS:		22 James Watt Crescent		CONTACT NAME:		Tshegoatso Morokane					
		Industrial Site, Mafikeng.		E-MAIL:		clinlcmf@countrybird.co.za					
BUSINESS TYPE: PTY LTD		SOLE OWNER		PARTNERSHIP		CC					
LANDLORD NAME:				LANDLORD TELEPHONE No:							
NAME:		Merthinus Oender		ID NO:		640319517082					
NAME:		Arie Gieteman		ID NO:		7105275238087					
NAME:				ACC No:							
NAME:				ACC No:							
NAME:				TEL:							
NAME:				TEL:							
PRODUCT DESCRIPTION		SERVICE FREQ.		QTY		UNIT PRICE		TOTAL VALUE		COMMENTS	
RENTAL ITEMS	110LT INFECTIOUS WASTE RUC BIN (Comprehensive Price)										
	110LT RUC BIN ROTATION & SANITATION										
	110LT RED LINER AND CABLE TIE FOR RUC										
	OTHER										
						CATEGORY TOTAL					
CONSUMABLE ITEMS	1LT YELLOW SHARPS BIN SQUARE (Comprehensive Price)										
	4LT YELLOW SHARPS BIN SQUARE (Comprehensive Price)										
	8LT YELLOW SHARPS BIN SQUARE (Comprehensive Price)	Ad-Hoc	1		R85.32						
	12LT YELLOW SHARPS BIN SQUARE (Comprehensive Price)										
	20LT YELLOW SHARPS BIN SQUARE (Comprehensive Price)										
	20LT YELLOW SHARPS BIN ROUND (Comprehensive Price)										
	4LT RED ANATOMICAL BIN SQUARE (Comprehensive Price)										
	8LT RED ANATOMICAL BIN SQUARE (Comprehensive Price)										
	20LT RED ANATOMICAL BIN ROUND (Comprehensive Price)										
	8LT GREEN PHARMACEUTICAL BIN (Comprehensive Price)										
	20LT GREEN PHARMACEUTICAL BIN (Comprehensive Price)	Ad-Hoc	1		R398.52					when needed	
	25LT INFECTIOUS WASTE BOX SET (Comprehensive Price)										
	50LT INFECTIOUS WASTE BOX SET (Comprehensive Price)	Ad-Hoc	1		R160.92						
	142LT INFECTIOUS WASTE BOX SET (Comprehensive Price)										
BIO-HAZARDOUS TAPE PER ROLL (To seal box sets)											
OTHER											
						CATEGORY TOTAL					
TREATMENT	DESTRUCTION RATE PER KG. INFECTIOUS WASTE						Incl				
	DESTRUCTION RATE PER KG. SHARPS WASTE						Incl				
	DESTRUCTION RATE PER KG. ANATOMICAL WASTE										
	DESTRUCTION RATE PER KG. PHARMACEUTICAL WASTE						Incl				
	DESTRUCTION RATE PER KG. CHEMICAL WASTE										
	DESTRUCTION RATE PER KG. SANITARY /NAPPY WASTE										
						CATEGORY TOTAL					
AD-HOC / Once - off	CABLE TIES										
	UNIVERSAL BRACKET:										
	DOCUPORTAL (Electronic Compliance Doc Archive System)			each		R3.70				Per Service Doc	
	OTHER										
						CATEGORY TOTAL					
Transport Levy per trip/service Interval		per service Interval				R 179.00					
PAYMENT METHOD: DIRECT DEPOSIT		DIRECT DEPOSIT									
<p>THE CUSTOMER WARRANTS THAT THE INFORMATION GIVEN ABOVE IS TRUE AND CORRECT IN ALL RESPECTS AND THAT NO MATERIAL FACTS HAVE BEEN OMITTED WHICH MAY ADVERSELY AFFECT AVERDA SOUTH AFRICA (Pty) Ltd AND FURTHER WARRANTS AND ACKNOWLEDGES THAT ALL TRANSACTIONS CONCLUDED WITH AVERDA SOUTH AFRICA (Pty) Ltd WILL BE SUBJECT TO AVERDA (PTY) Ltd. SLA TERMS AND CONDITIONS, WHICH THE CUSTOMER ACKNOWLEDGES HAVING READ, AND TO WHICH HE/SHE AGREES TO BE BOUND.</p>											
Signed at:		Mafikeng		on this the		09th		day of		April 2018	
Before the undersigned witness:											
Name & Identity Number of Signatory:		Sr Ena Martin		As witness:		Shante Middleton					
Designation:		Occupational Nurse		AVERDA SOUTH AFRICA Representative:		SHANTE MIDDLETON					
Signature:		[Signature]				[Signature]					
		For and on behalf of the Customer, BEING DULY AUTHORISED HERETO.				For and on behalf of AVERDA SOUTH AFRICA (Pty) Ltd, BEING DULY AUTHORISED HERETO.					

15/05/2018

K.B



HEALTHCARE RISK WASTE SERVICES AGREEMENT

between

AVERDA SOUTH AFRICA (PTY) LTD

and

Mafikeng Abottor

PREAMBLE

WHEREAS the health care division of Averda carries on the business of collection, transportation, safe treatment and disposal of health care risk waste, including the supply of products for the containment of such waste;

AND WHEREAS the Customer operates a health care facility which generates health care risk waste and requires products for the containment of health care risk waste and the collection, transportation, safe treatment and disposal thereof;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement, unless inconsistent with or otherwise indicated by the context-

1.1.1. "Agreement" means this Agreement, and any annexure hereto, duly signed by the Parties, and which may be amended from time to time in writing;

1.1.2. "Averda" means Averda South Africa (Pty) Ltd, a private company with registration number 2008/022763/07 and principal place of business at Gateway Industrial Park, 57 Adriana Crescent, Rooihuiskraal, Centurion, 0157;

1.1.3. "Commencement Date" means 19/01/2018;

1.1.4. "Customer" means a private company with registration number 2008/07860/07 and principal place of business at Mafikeng Abottor

22 James Mkhath Crescent

1.1.5. "Fees" means the rates and prices specified in annexure B and any adjustment thereof;

1.1.6. "Health Care Facility" means Abottor;

1.1.7. "Initial Period" means a period of 3 (three) years from the Commencement Date;

1.1.8. "Parties" means Averda and the Customer and "Party" shall refer to either Averda or to the Customer;

1.1.9. "Products" means the products specified in annexure B, including the containers referred to in this Agreement;

1.1.10. "Renewal Period" means a period of 1 (one) year from the date of expiry of the Initial Period;

1.1.11. "Services" means the collection, transportation, treatment and disposal services specified in this Agreement;

1.1.12. "Waste" means that portion of health care waste that is hazardous and as may be defined and amended by applicable laws from time to time, including (a) laboratory waste, (b) anatomical waste, (c) genotoxic/cytotoxic waste, (d) infectious waste, (e) sharps waste, (f) sanitary waste, (g) nappy waste, (h) low-level radioactive waste and (i) pharmaceutical waste; as specified in more detail in annexure A.

1.2. Words defined in the headings of this Agreement shall have the same meanings as assigned to them herein when used in this Agreement.

1.3. Unless inconsistent with the context, as of 2017/05/23 8:34:13 AM

exercises such right, then this Agreement shall continue as varied by the substitution of such readjusted Fees for the then existing Fees and such variation shall be effective from the date on which Averda exercises its aforesaid right. Should any such Fees not be matched by Averda, then the Customer may exclude from this Agreement the Product or Service in respect of which Averda has failed to match such Fees and the Customer may then purchase such Product or obtain such Services from the supplier who made the offer referred to above, at the Fees stated in such supplier's aforesaid offer.

- 2.5. Notwithstanding the a foregoing provisions of this clause 2, Averda may at any time terminate this Agreement by written notice of not less than 90 (ninety) days to the Customer.

3. THE PRODUCTS

- 3.1. The Customer shall purchase exclusively from Averda, or from such source as Averda may specify in writing, the Customer's entire requirements of the Products, as well as all other products required for the packaging and containment of health care risk at the Health Care Facility, at the unit process and quantities specified in annexure A or, if not specified therein, at Averda's applicable selling price.

- 3.2. Averda shall endeavour to ensure the continuous availability of Products and where Products are out of stock or discontinued, Averda shall endeavour to make available an alternative, similar Product to the Customer, at a selling price to be agreed, but with the least possible variation of the applicable Fees.

4. THE SERVICES

- 4.1. Averda undertakes to render the following Services to the Customer, in compliance with all applicable laws and regulations:

- 4.1.1. collection of the Waste from the Health Care Facility and the transportation of the Waste to a treatment plant;
- 4.1.2. the incineration or electro thermal deactivation of the Waste, (whichever is applicable) at a treatment plant;
- 4.1.3. provide the Waste collection vehicles, equipment and personnel necessary to provide the Services;
- 4.1.4. collect the Waste from the Health Care Facility between the hours of 08:00 and 17:00 at the

service frequencies specified in annexure B. The Customer acknowledges that it is not possible for Averda to commit to a specific Service time of day;

- 4.1.5. in conjunction with the Customer's representative, weigh the Waste and record electronically or in writing, as the case may be, details regarding the weight and type of Waste being collected;
- 4.1.6. provide the Customer with safe disposal certificates, as verified by the treatment plant, certifying the safe destruction and disposal of the Waste. These safe disposal certificates shall be made accessible to the Customer within one calendar month of the Waste collection date. Safe disposal certificates shall comply with the requirements of SANS 10248:2008;
- 4.1.7. provide off-site Waste storage facilities if the Waste is not immediately destroyed after collection;
- 4.1.8. obtain all licenses, permits and approvals necessary for the lawful provision of the Services and ensure that they remain valid for the duration of the Agreement. Averda shall supply copies of these documents to the Customer prior or shortly after to the Commencement Date;
- 4.1.9. ensure compliance with all statutory obligations applicable to its activities relating to the Services, including but not limited to the Hazardous Chemical Substances Regulations; the Hazardous Biological Agents Regulations; the Occupational Health and Safety Act of 1993; National Road Traffic Act 93 of 1996; Environmental Management Waste Act 59 of 2008; the SANS Guidelines 10228, 10229 and 10248 (2008 - 2011 - Management of Healthcare Risk Waste from a Health Care Facility), the National Environmental Management Air Quality Management Act 39 of 2004; the National Environmental Management Act 107 of 1998;
- 4.1.10. take all actions reasonably necessary in law to prevent, promptly counter and deal with any accident, spill, environmental contamination or potential threat to health which may occur during the transportation or disposal of the Waste;
- 4.1.11. for the duration of this Agreement, maintain public liability insurance with a minimum cover per event of R5,000,000 (five million Rand);
- 4.1.12. ensure that all Averda personnel are trained in the risks associated with the Waste and that they at all times wear the required protective clothing;

4.1.13. on request of the Customer, conduct 1 (one) basic annual SOP and HCRW compliance audit on behalf of the Customer at Averda's prevailing rates.

4.2. Averda shall, annually and free of charge, provide 1 (one) health care risk waste compliance and standard operating training session to the Customer's designated representative. Averda shall charge the Customer for additional, *ad hoc* training at Averda's prevailing rates.

4.3. Should the Customer generate an average monthly volume of Waste in excess of 5 (five) tons, Averda may, in its sole discretion, install a "free-on-loan" calibrated electronic scale and 5 (five) kilogram test weight for on-site weighing of all categories of Waste generated by the Customer for the duration of this Agreement, for which annual calibration certificates detailing each scale's serial number shall be provided to the Customer upon request;

4.4. Should Averda encounter unforeseen or unplanned interruption of Services for whatever reason, including, but not limited to vehicle breakdowns, driver incapacity or traffic congestion, Averda shall reroute and/or re-schedule the Services as a priority within 7 (seven) days of the intended date of Service;

4.5. Averda undertakes to render the Services to the Customer in a professional and workmanlike manner and to the generally accepted professional and industry standards of skill, care and diligence and otherwise in a safe manner and with due care and diligence, and otherwise conducive with the operations of the Customer.

4.6. Averda shall, upon the Customer's request, provide the Customer with a separate quotation for the collection, transportation, safe treatment and disposal of the waste referred to in clause 5.4 hereof, at Averda's prevailing rates for such waste from time to time.

5. OBLIGATIONS OF THE CUSTOMER

The Customer shall, at its cost:

5.1. warrant that only Waste of the nature specified in annexure A is packed in the appropriate container supplied by Averda;

5.2. warrant that the full details, including medical information, information relating to the hazardous nature and handling of the Waste and the emergency action to be taken in the event of a

spillage of the Waste, is made available to Averda;

5.3. obtain Averda's prior written consent to any change in the nature and classification of the Waste prior to Averda collecting such Waste and if consent is given, the Parties shall amend annexure A accordingly;

5.4. remove from the Waste all / any material containing the following:

5.4.1. any drug with a high chlorine content;

5.4.2. cytotoxic material;

5.4.3. aerosol cans;

5.4.4. heavy metals such as mercury and cadmium;

5.4.5. radio-active waste above 74 Becquerel (Bq);

5.5. purchase suitable quantities of the Products from Averda;

5.6. carefully pack, seal and lock (where applicable) all Waste in appropriate Products and containers so that Averda can safely handle, transport and dispose of the Waste;

5.7. ensure that any anatomical or pathological Waste (as defined in applicable laws) is sealed in plastic bucket containers to prevent leaking;

5.8. maintain a suitably sized chest freezer to store anatomical or pathological Waste, so as to render such Waste to Averda in a frozen state;

5.9. maintain a separate, safe and hygienic storage facility for new Products, including containers, to prevent contamination;

5.10. maintain a compliant bio-waste storage facility (as stipulated in applicable laws) and permit Averda unimpeded access to the Health Care Facility and Waste storage facility in order to perform the Services;

5.11. utilise its own trained personnel to transfer the Waste to the bio-waste storage facility in the Health Care Facility;

5.12. take all actions necessary to prevent, promptly counter and deal with any accident, spill, environmental contamination or potential threat to health which may occur at the Health Care Facility during the loading of the Waste;

- 5.13. promptly advise Averda of any potentially hazardous situation that may arise in relation to the provision of the Services or any fact or circumstance which is or may be material to any method of handling, transporting or disposing of the Waste, or which could give rise to any claim of any nature against Averda;
- 5.14. regularly reconcile Waste volumes and types that have been collected from the Health Care Facility to the safe disposal certificates from the treatment plant;
- 5.15. consistently verify the completeness and accuracy of the information recorded in the waste manifest. The Customer acknowledges that it is the Customer's responsibility to ensure that the waste manifest is completed in full and that any data recorded in a waste manifest is accurate and verified as correct generally and for invoicing purposes;
- 5.16. access all billing records, safe disposal certificates; and any other "duty of care" compliance records; from the Averda DocuPortal electronic internet archive system;
- 5.17. maintain the records required in the Averda Compliance File, for audit purposes;
- 5.18. direct all Product and Service queries, questions or comments regarding the Products and Services to the Averda Call-Centre Hub, by phoning 0860 783 466 or 087 351 1406 or via e-mail to info@averdahealthcare.com. Averda shall not entertain any such queries, questions or comments by any other means.

6. FEES

- 6.1. The Customer shall pay the Fees for the Products and Services to Averda as specified in annexure B.
- 6.2. The Fees for Services are calculated on the basis of the weight of the Waste. The Customer accepts that the weight shall be determined on the basis of the scale and weighing methods used by Averda.
- 6.3. The Fees exclude value-added tax, which the Customer shall pay to Averda at the applicable rate. Averda reserves the right to change the Services and the Fees (but equal only to the increased cost to Averda) should:
 - 6.3.1. Averda be required to conform with any regulatory and SANS amendments to procedures

in the handling, treatment and disposal of the Waste as a consequence of either a statutory provision requiring such amendment; or

- 6.3.2. necessary technology be introduced in order to comply with codes of conduct; or
- 6.3.3. amended procedures be required to cater for a change in the composition of the Customer's Waste; or
- 6.3.4. the Customer's Waste volumes fall below the agreed or anticipated monthly weights upon which the Fees were calculated.
- 6.4. Averda reserves the right to upwardly change the Waste treatment price per kilogram, in the event of, or as a consequence of, any abnormal increase in the cost of fuel and/or electricity (more than 10% (ten per cent) on electricity and/or a 30 (thirty) cents per liter increase on the reigning diesel price as at the Commencement Date). Similarly, should the cost of fuel decrease by more than 30 (thirty) cents per liter (based on the reigning diesel price as at the Commencement Date) Averda shall downwardly amend the Waste treatment price per kilogram accordingly.
- 6.5. Notice of a change in price, referred to in clauses 6.3 and 6.4 hereof, shall be given in writing 30 days prior to the change taking effect.
- 6.6. Except in respect of circumstances arising as set out in clauses 6.3 and 6.4, the Fees shall remain fixed until the anniversary of the Agreement.
- 6.7. Annual adjustments in Fees shall be negotiated and agreed to by the Parties at least 1 (one) month before each anniversary of the Agreement. Failing agreement, the Fees shall increase by an amount equal to the change in the average between the health medical service and health medical products categories of the Consumer Price Index as published from time to time by Statistics South Africa for the twelve (12) month period immediately preceding the date of the adjustment. *(For clarity, the Fee increase shall, failing agreement, be the health medical service category increase for the preceding 12 months plus the health medical products category increase for the preceding 12 months, divided by two).*

7. PAYMENT

- 7.1. At the end of each month, Averda shall furnish the Customer with a VAT invoice via e-billing, which sets out the payment due by the Customer

for Products purchased and Services rendered by Averda to the Customer during that month.

7.2. The Customer shall pay Averda within 20 (twenty) days of date of statement without any deduction or set-off, by way of electronic bank transfer, to such bank account as Averda may notify the Customer from time to time.

7.3. If the Customer fails to pay any amount due to Averda in terms of this Agreement by the due date for payment, Averda may:

7.3.1. charge the Customer interest on such amount at the rate of interest quoted publicly by Averda's nominated bank as its prime rate of interest for unsecured private sector overdrafts during that period of time;

7.3.2. without prejudice to any of its rights in terms of this Agreement, withhold collection of Waste for as long as the Customer fails to pay any such amount.

7.4. A certificate, apparently on the stationery of Averda's nominated bank and purporting to be signed by a manager of that bank, stating the prime rate of interest for unsecured overdrafts quoted by that bank during any period of time, shall constitute *prima facie* proof of the prime rate for that period of time.

7.5. In addition to the Fees, the following amounts shall be charged to the Customer:

7.5.1. once-off admin take-on fee of R 0.00 (excluding VAT);

7.5.2. annual DocuPortal Annual Records Internet-Archive Hosting fee of R 0.00 (excluding VAT).

8. RISK AND OWNERSHIP

8.1. Ownership of the Waste shall pass from the Customer to Averda upon completion of the loading of the Waste on Averda's Waste collection vehicle at the Health Care Facility, provided that all containers are properly sealed upon collection from the Customer.

8.2. Upon completion of the loading of the Waste on Averda's Waste collection vehicle, the Customer accepts that it shall have no right to claim or have access to the Waste.

8.3. Risk in and to the Waste shall only pass to Averda after loading if the Customer has

complied fully with its obligations in terms of this Agreement and all applicable laws.

9. LIABILITY AND INDEMNITY

9.1. Except to the extent that by statute liability may not lawfully be excluded in an Agreement of this nature and between the Parties hereto, Averda shall not be liable in contract or otherwise for any direct, indirect or consequential loss or damage sustained by the Customer as a result of, arising out of, or in any way connected with, this Agreement.

9.2. Averda shall be exempt from and shall not be liable under any circumstances for any damages, whether direct, indirect, consequential or special damages of any nature or loss of profit, or otherwise howsoever (whether or not similar to the foregoing examples) which the Customer may sustain as a result of, arising out of, or in any way connected with, this Agreement and/or Products, even should such damages have been sustained in consequence of any negligence or other fault of, or in law attributable to, Averda or any of its agents.

9.3. If, notwithstanding the exclusions of liability in this clause or elsewhere in the Agreement, Averda is held to be liable in respect of any claim, then in no event shall Averda's liability exceed R5,000,000 (five million Rand) per event or events arising from a common cause, subject to an overall limit of R10,000,000 (ten million Rand) in aggregate in any one year. If the Customer and/or a third party are affected by such a cause and the aggregate of the proven claims of such parties exceed the said sum of R5,000,000 (five million Rand), notwithstanding the application of the limitation provisions contained elsewhere in this Agreement, such claims shall be pro-rated according to their respective (limited) values and the liability of Averda in respect of each claim shall be limited accordingly.

10. BREACH

10.1. If a Party:

10.1.1. breaches any material provision or term of this Agreement and fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring it to do so;

10.1.2. repeatedly breaches any of the terms or conditions of this Agreement within a 12 (twelve) month period in such a manner as to justify the aggrieved Party holding that the defaulting Party's

conduct is inconsistent with its intention or ability to carry out the terms or conditions of this Agreement;

10.1.3. commits any act of insolvency; or

10.1.4. contemplates or goes into business rescue proceedings, is placed under liquidation, either provisionally or finally, or if a judgment against the defaulting Party of any competent court, subject to an appeal against an application for rescission of such judgment, remains unsatisfied for more than 30 (thirty) days after the date of such judgment;

then the aggrieved Party shall be entitled, without notice, notwithstanding any previous waiver, relaxation or indulgence granted by it to the defaulting Party, in addition to any other remedy available to it at law or under these terms and conditions, to:

cancel the Agreement and claim damages or any other claim of any nature whatsoever; or

claim specific performance of any obligation, whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim damages.

11. FORCE MAJEURE – EXCUSE FOR NON-PERFORMANCE

11.1. "Force majeure" means war, emergency, accident, fire, earthquake, flood, storm, industrial strike or other impediment which the affected Party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Agreement or to have avoided or overcome it or its consequences.

11.2. A Party affected by *force majeure* shall not be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any *force majeure* of which it has notified the other Party in accordance with clause 11.3. The time for performance of that obligation shall be extended accordingly, subject to clause 11.4.

11.3. If any *force majeure* occurs in relation to either Party which affects or is likely to affect the performance of any of its obligations under this Agreement, it shall notify the other Party within a reasonable time as to the nature and extent of the

circumstances in question and their effect on its ability to perform.

11.4. If the performance by either Party of any of its obligations under this Agreement is prevented or delayed by *force majeure* for a continuous period in excess of 60 (sixty) days, the other Party shall be entitled to terminate this Agreement by giving written notice to the Party affected by the *force majeure*.

12. ASSIGNMENT

The Customer shall not cede, delegate or assign any of its rights and/or obligations under this Agreement without the prior written consent of Averda, which consent shall not be unreasonably withheld.

13. AUTHORITY AND RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement shall be construed to mean that the Parties (or their employees, servants or agents) are agents or representatives of each other for any purpose whatsoever, and accordingly, neither Party is granted any right or authority whatsoever to endorse any contract or instrument, assume or create any obligation or responsibility on behalf of or in the name of each other, or otherwise affect any rights or obligations in the name of each other.

14. WAIVER

Failure or neglect by Averda to enforce at any time any of the provisions hereof shall not be construed, nor shall be deemed to be a waiver of Averda's rights hereunder, nor in any way affect the validity of the whole or any part of the Agreement, nor prejudice Averda's rights to take subsequent action.

15. SEVERABILITY

In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions, which shall continue to be valid to the fullest extent permitted by law.

16. INSPECTION RIGHTS

Twice annually, on reasonable written notice, Averda shall arrange for the Customer's

authorized representative to gain reasonable access to the treatment plant for the purpose of inspecting and auditing the treatment plant's operating procedures and Averda's general compliance with its obligations set forth in this Agreement.

17. AMENDMENTS

No amendments to or changes or modifications of the Agreement may be made except in writing and signed by both of the Parties.

18. WARRANTY OF AUTHORITY

The signatory to the Agreement on behalf of the Customer warrants that s/he has legal authority to enter into and bind the Customer into the Agreement.

19. GOVERNING LAW

The laws of the Republic of South Africa shall govern the validity, interpretation and performance of the Agreement and the courts of South Africa shall have sole jurisdiction.

20. NO REPRESENTATIONS

The Parties acknowledge that they have entered into this Agreement after making independent investigations and that neither Party has made any representations or given any warranties other than as may be set out in this Agreement.

21. ENTIRE AGREEMENT

21.1. The Agreement, together with the annexures, contains the entire Agreement between the Parties and supersedes any prior oral or written Agreements, understandings, commitments or representations between the Parties.

21.2. The Licensor shall not be liable to the Customer for loss or damage arising from or in connection with any representations, Agreements, statements or undertakings made prior to the date of this Agreement, other than those expressly incorporated or referred to in this Agreement.

22. NOTICES

22.1. Any notice under this Agreement shall be in writing (which may include e-mail) and may be served by leaving it or sending it to the address of the other Party as specified in clause 14.2 below, in a manner that ensures receipt of the notice can be proved.

22.2. For the purposes of clause 14.1, notification details are the following, unless other details have been duly notified in accordance with this clause:

22.2.1 Averda
Averda Healthcare
City Deep Production Park
83 Heidelberg Road
City Deep
Johannesburg
E-mail: shante.middleton@averda.com
Facsimile: _____

22.2.2 Customer
Mafikeng Abottor

E-mail: _____
Facsimile: _____

22.3 The Parties shall be entitled from time to time by written notice to one another, to vary their notification details to any other physical address.

22.4 Any Notice:

22.4.1 delivered by hand to a responsible person during ordinary business hours at its address stated herein, shall be deemed to have been received on the day of delivery; or

22.4.2 sent by email to its chosen e-mail address, shall be deemed to have been received on the date of dispatch and at the time recorded by the computer/device used by the sender of the email (unless the contrary is proven).

22.5 Notwithstanding anything to the contrary herein contained, a notice actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at as stipulated in clause 22.4.

SIGNED by the Parties and witnessed on the following dates and at the following places respectively:

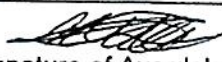
Shante Middleton
Full name of Averda's representative

[Signature]
Signature of Averda's representative who by his/her

KUB

signature warrants that he/she is duly authorised.


Wayne Botha
Full name of Averda's witness


Signature of Averda's witness

15/05/2018
Date

City Deep.
Place

Helena J. Martin
Full name of Customer's representative


Signature of Customer's representative who by his
signature warrants that he/she is duly authorised.

Beauty Molele
Full name of Customer's witness


Signature of Customer's witness

14.05.18
Date

Mshikeng
Place

Shante Middleton

From: Ena Martin <emartin@countrybird.co.za>
Sent: Monday, 02 July 2018 15:55
To: Shante Middleton
Subject: FW: Averda PO222078

Registration nr: 2006/017360/07
VAT nr: 4310232238

From: Beauty Maleho
Sent: Monday, July 02, 2018 3:51 PM
To: Ena Martin
Cc: Shante Middleton
Subject: RE: Averda PO222078

Hi Sister

Shante must invoice to:

Supreme Poultry(Pty)Ltd
18 James Watt Crescent
Industrial Sites
Mahikeng
2745

Company registration number is on the PO I sent.

She must also put our Vat number on the tax invoice which is on the PO as well.

Regards

Beauty Maleho | Section Head
bmaleho@countrybird.co.za | +27 74
456 9173



From: Ena Martin
Sent: 02 July 2018 03:12 PM
To: Beauty Maleho
Subject: Re: Averda PO222078
Importance: High

Beauty

Please assist in Shante's request.
Thanx!

From: Shante Middleton [<mailto:shante.middleton@averda.com>]
Sent: Monday, July 02, 2018 3:07 PM
To: Ena Martin