

SAHARA DOWN STANDARD TERMS AND CONDITIONS OF RENTAL

1. DEFINITIONS AND INTERPRETATION

In this Agreement unless the context indicates otherwise:

1.1. "Additional Driver(s)" means such person who, in addition to the Driver, is reflected on the rental agreement as being duly authorised by the Company and the Driver to drive the vehicle;

1.2. "Claims Administration Fee" means an administration fee reflected on the Rental Agreement, charged in all instances where a claim needs to be processed in respect of any damage whatsoever, loss of or to, or theft of the Vehicle.

1.3. "Company" means Sahara Down (PTY) Ltd. (Registration number: 2019 / 622782 / 07), trading as Sahara Down SUV Rental.

1.4. "Damages" (in relation to the Vehicle) means the actual gross expenditure in towing, transporting and storing the Vehicle, appointing and remunerating an expert appointed by the Company to inspect the Vehicle and preparing a report of the extent of the damage to the vehicle, and if the Vehicle is capable of being repaired, any and all costs incurred in repairing any and all damage to the Vehicle (including tyre and rim damage), replacing parts or accessories (without allowing for depreciation), and any other ancillary and unforeseen costs that need to be incurred in the repair of the vehicle to the state it was in prior to the damage having been incurred, with an invoice, job cards, or quotations produced by the Company to be conclusive proof of any such expenditure), or any other charges incurred related to an incident of whatsoever nature, and includes a total loss when applicable, this being in the event that it is determined that the Vehicle is not capable of being repaired, as well as and any additional administration fees outside of the standard Claim Administration Fee;

1.5. "Day" means a period of 24 hours (or any part thereof), calculated from the time out as reflected on the Rental Agreement;

1.6. "Liability" includes the amounts reflected in the Rental Agreement, or on the rates information brochure pertaining to the non-waiverable amount chargeable in the event of damage, loss and/or theft;

1.7. "Driver" means the person(s) who is/are reflected on the Rental Agreement as being duly authorised by the Company to drive the Vehicle;

1.8. "Extended Period" means any extension of the Rental Period beyond the agreed return date reflected on the Rental Agreement and authorised by the Company, subject at all times to the availability of the Vehicle for the Extended Period;

1.9. "The Official Rates Brochure" means the company's then current official brochure on rental rates and other general information issued from time to time, with the Company's rights to amend such rates at any time prior to the conclusion of the Rental Agreement, notwithstanding that the rates may be higher than the then current official brochure rental rates;

1.10. "Parties" means collectively the Company and the Renter and/or driver(s), and "Party" shall mean either of them individually as the context may indicate;

1.11. "Rental Agreement" means the rental agreement issued by the Company to the renter and signed by the renter and which will have the effect of a legal binding agreement between the parties and includes these standard terms and conditions

1.12. "Rental Period" means the period between the date the keys of the Vehicle are handed to the Renter and the termination date and time as specified on the rental agreement, and this means the dates that the Vehicle is returned to Sahara Down premises and the keys of the Vehicle are handed back to the Company, or if there is an Extended Period having been agreed, the time and date entered on the Company's records with the same principle applicable in respect of the return of the Vehicle, being the keys of the Vehicle handed back to the Company;

1.13. "The Renter" means all of the persons, natural or juristic, jointly and severally, the one paying the other to be absolved, and without any limitation on liability, whose names appear on the Rental Agreement;

1.14. "Renting Location" means the Company's location from which the Vehicle is rented by the Renter, at the sole discretion of the Company, and the Renting Location may differ as to the collection location and return location. Insofar as there is any change during the term of the Rental Agreement, the Renter will be notified in advance.

1.15. "Signature Date" means the date of signing of the Rental Agreement and these terms and conditions by the Party signing last in time;

1.16. "The Vehicle" means the vehicle described in the Rental Agreement including but not limited to all keys, tyres, tools, equipment, accessories, and documents in and on the Vehicle when the Renter takes delivery of the Vehicle at the Renting Location and includes any replacement for the Vehicle which has been officially authorised by the Company, whether or not such replacement was authorised or approved by the Renter. The replacement of any Vehicle will be at the sole discretion of the Company;

1.17. "Traffic Fine Administration Fee" means an amount levied by the Company as determined by it from time to time to administer any traffic fine(s) incurred by the Renter whilst renting the Vehicle;

1.18. Total Loss" (in relation to a vehicle) means –

1.18.1. damages (see clause 1.6) where the estimated costs of repairs is such that the vehicle is in the sole and absolute discretion of the company uneconomical to repair in relation to the value of the vehicle and condition of the vehicle for the time being; or

1.18.2. when the vehicle is stolen and/or lost, the amount of the total loss will be the retail value as reflected in the Auto Dealers Guide or if not reflected therein, the new list price of the vehicle, as supplied by the manufacturer, as at the date of loss less any salvage;

1.19. "Traffic Fines" means any and all traffic fines and traffic violations by the Renter, for which the Renter shall be solely responsible, payable within 48 (forty-eight) hours from date of receipt of the traffic fine and/or penalties levied for any other traffic violations by the Renter. The Renter will be responsible for any and all costs associated with the recovery of the Vehicle from any impounding as well as all legal costs incurred in recovery of the Vehicle, with Company having the sole discretion in appointing its legal representative(s) to proceed with whatsoever legal action is required to secure the recovery of the vehicle. The Renter shall be responsible for all damages suffered as a result of any delay in recovery of the Vehicle, which will include but not be limited to the loss of income of the Company over the period it takes to recover the Vehicle

1.20. "Waiver" means a reduction of liability of the Renter in the event of an accident/theft/and or loss of the Vehicle.

In this Agreement unless the context indicates otherwise:

1.21. The singular shall include the plural and vice versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and vice versa.

1.22. Reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.

1.23. Any reference to a number of days shall be a reference to calendar days, unless it is specifically stated that such reference is a reference to Business Days.

1.24. When a number of days is prescribed, the days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding Business Day.

1.25. A reference to any agreement or other document (including the Rental Agreement and terms and conditions) shall include references to such agreements and documents as they may, after the Signature Date, be amended.

1.26. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision of the Rental Agreement and these terms and conditions.

1.27. Where any term is defined within the context of any particular clause or sub-clause, the term so defined shall, unless it appears clearly from such clause or sub-clause that such term has limited application to the relevant clause or sub-clause only, bear the meaning ascribed to it for all purposes in terms of and

these terms and conditions, the Rental Agreement and terms and conditions, notwithstanding that such term has not been defined above.

1.28. In the interpretation of this Rental Agreement and terms and conditions, the rule of construction (contra proferentum rule of interpretation) shall not apply (this Agreement being the product of negotiations between the Parties), nor shall this Agreement be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Rental Agreement and terms and conditions.

1.29. The use of the words 'include' and 'including' in the Rental Agreement and these terms and conditions followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording and/or such specific example or examples and the words 'other' or 'otherwise' shall not be construed eiusdem generis with any preceding words where a wider construction is possible.

1.30. The Rental Agreement and terms and conditions will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or any of them.

2. RENTAL OF THE VEHICLE

The Company rents to the Renter, who hires the vehicle subject to the terms and conditions as set out herein. The renter will be bound by these terms and conditions, whether he was driving or not and indemnifies the Company against any damages, losses, or theft of the Vehicle, irrespective of who is driving the Vehicle at the time of the relevant incident taking place.

3. DELIVERY OF THE VEHICLE

3.1. Delivery of the Vehicle takes place at the time the Renter and/or driver and/or his duly authorised representative takes possession of the keys and/or Vehicle at the Renting Location.

3.2. The Renter will be afforded an opportunity to inspect the Vehicle prior to taking delivery of the Vehicle. Unless there is any existing damage to the Vehicle recorded in writing and signed by both the Company and Renter under the vehicle condition in the Rental Agreement or the Vehicle Inspection Sheet, the Vehicle shall be deemed to have been delivered in good order and repair and without any damage to inter alia the paintwork, upholstery, and accessories Any damage not so recorded will be for the account of the Renter upon return of the Vehicle and inspection by the Company.

4. USE OF THE VEHICLE

4.1. The Vehicle may only be utilised for the Rental Period and any Extended Period.

4.2. The Renter and/or driver agree that any extension so noted on the Company's records would correctly reflect such Extended Period.

4.3. The Vehicle may only be driven by the driver or additional drivers, as recorded in the Rental Agreement, but no other third parties not approved by the Company.

4.4. During the Rental Period the Vehicle may not be used: for the conveyance of passengers and/or goods for reward; to propel or tow any other vehicle, (including any caravan or trailer unless authorised by the Company in writing; to transport goods in violation of any customs laws or in any other illegal manner; in any motor sport or similar high risk activity; beyond the borders of South Africa,

unless authorised by the Company in writing; or in any area where there is or may be a risk of incidents of civil unrest, political disturbance or riot or any activity associated with any of the foregoing;

4.5. The Renter and/or driver(s) shall make adequate provision for the safety and security of the Vehicle at all times and, in particular, but without limiting the generality of the foregoing, shall keep the Vehicle properly locked and secured and immobilised and the burglar alarm (if any) activated and any anti- theft device in the Vehicle properly secured and in place when the Vehicle is not in use.

4.6. The Renter and/or driver(s) will make sure that the keys of the Vehicle are under the Renter's and/or driver(s)s control at all times and shall be responsible for the costs of replacement of lost keys at the then current cost of a replacement key. The time it takes to secure a lost key(s) does not interrupt the Rental Term, and the Renter is responsible for the payment of the full Rental for the Rental Term irrespective of any such delays in securing a replacement key(s).

4.7. The Company will at all times remain the owner of the Vehicle, and the Renter under no circumstances obtains any rights in respect of the Vehicle, save for temporary possession of the Vehicle during the Rental Period and/or Extended Period as the case may be.

5. RETURN OF THE VEHICLE

5.1. The Renter and/or driver(s) shall return the Vehicle, at the Renter's expense to an authorised representative of the Company on the agreed Return Date and at the agreed Renting Location.

5.2. The Renter and/or driver(s) acknowledges that failure to return the vehicle in terms of the Rental Agreement shall constitute unlawful possession, and the Company may repossess the Vehicle wherever same may be found and from whomsoever is in possession thereof. Any and all costs incurred in recovering the vehicle will be for the account of the Renter. This will include all legal costs as required to repossess the Vehicle. The Company shall be entitled to claim damages for the loss of income sustained by the Company for the length of time it takes to repossess the Vehicle, which will be equivalent to the Rental that

would be paid in respect of the Vehicle over the period of time it takes repossess and/or recover the Vehicle, including any and all administration costs incurred by the Company.

5.3. Should the Vehicle not be returned as indicated in 5.1 above, any waiver option and/or Personal Accident Insurance (PAI) cover becomes null and void for the whole of the Rental Period and/or Extended Period.

5.4. Should the Vehicle not be returned as indicated in 5.1 above, the Vehicle shall be reported as stolen to the relevant authorities.

5.5. The Vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted, but the Renter and driver(s) shall at all times observe any and all electronic notifications of the Vehicle and comply with the notifications. Failure to do so shall be deemed to be intentional breach of the terms of the Rental Agreement.

5.6. When the Renter and/or driver(s) returns the vehicle to the Company's nominated Renting Location, the Renter shall hand the keys to an authorised representative of the Company.

5.7. The sole risk of loss or damage to the Vehicle shall remain vested in the Renter until such time as the Company has inspected the Vehicle and recorded the return of the Vehicle. The Renter and/or driver(s) unequivocally indemnify the Company against any damages, losses and/or theft of the Vehicle.

6. TERMINATION/CANCELLATION OF RENTAL AGREEMENT

6.1. Notwithstanding anything to the contrary contained in the Rental Agreement and these terms and condition, the Company shall be entitled to terminate the Rental Agreement without any explanation at any time by notice (oral or in writing

depending on the situation) to the Renter and/or driver(s) for any reason whatsoever at the sole discretion of the Company, whereupon the Renter and/or driver(s) shall immediately return the Vehicle to the Company forthwith and without any delays. In the event of failure to return the Vehicle to the Company, the company shall be entitled at any time to retake possession of the Vehicle, wherever found and from whosoever has possession thereof. The obligations of the Renter and the rights of the Company under the Rental Agreement and these terms and condition shall remain in full force and effect until the vehicle has been returned to the Company on terms of recorded herein and the Renter has complied with all his obligations. Any costs incurred in recovering the Vehicle will be for the account of the Renter (the costs of repossession of the Vehicle recorded above being applicable).

7. THE RENTER/DRIVER(S)

7.1. Notwithstanding anything to the contrary contained in these terms and conditions and Rental Agreement, the Vehicle may only be driven by person(s) that are recorded on the Rental Agreement, unless agreed otherwise by the Company in writing. The driver(s) of the Vehicle must at all times have a valid driver's license and must as a minimum be the age of 21 (twenty-one) years old.

7.2. The renter and/or driver(s) warrants that at all times the Vehicle will not be driven by any person whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance that will impair the driver's ability to control the Vehicle, and that every driver of the vehicle will have a valid license to drive the vehicle, will comply with all applicable laws and will comply in all respects with the provisions of this agreement.

7.3. If the Vehicle is driven by anyone other than the driver and/or additional driver, then, without derogating from any rights or remedies which the Company may have, the Renter unequivocally accepts full responsibility for and shall remain liable for all his obligations as recorded in these terms and conditions and the Rental Agreement, in terms of this agreement and in particular, the Renter he shall be liable to the Company as if he had been driving the Vehicle. The Renter assumes all liability and risks in and to the Vehicle during the Rental Period and/or Extended Period jointly and severally with the driver(s); and

7.4. The renter and/or driver(s) warrants that Renter is entitled and duly authorised to enter into the Rental Agreement and these terms and conditions is agreement, that all particulars given to the company and/or recorded on the rental agreement are true and correct.

7.5. Insofar as the Renter is a company, the Renter warrants his/her authority to conclude the Rental Agreement and these terms and conditions on behalf of the company and is estopped from relying on any defence of lack of authority. The person(s) signing for and on behalf of the company as the Renter shall provide the required resolution having been concluded authorising the person signing for and on behalf of the Company to conclude the Rental Agreement and terms and conditions of the Company and thereby binding the Company as the Renter to the Rental Agreement and to these terms and conditions.

8. RENTAL RATES AND CHARGES

8.1. The Renter agrees to pay the Company the rental rates plus all other charges and fees opted for or utilised by the Renter reflected on the Rental Agreement up and until the Vehicle is returned, including but not limited to miscellaneous charges, airport surcharges, tourism levy, Claims Administration Fee, Contract Fee, Traffic Fine Administration Fee, Traffic Fines, all one way fee over border charges, delivery fees, collection fees, Personal Accident Insurance, ("PAI"), fuel, additional driver(s) fee and all taxes due and payable on the rental rates, including of any other other charges and fees not specifically mentioned herein and which are applicable laws relating to the rental of the Vehicle by the Renter. This will include any and all new taxes and liabilities that may be imposed by legislation at the time of conclusion of the of the Rental Agreement and/or introduced and/or amended during the Rental Period and over which the Company has no control and could not have foreseen at the time of conclusion of the Rental Agreement.

8.2. In determining the rental charges, in particular the additional distance travelled in excess of the daily limit, the distance travelled by the Vehicle (where required) shall be determined from the Vehicle's odometer (the odometer reading shall be recorded in the Rental Agreement at the time the Renter takes delivery of the Vehicle), or if this is not possible for any reason, by the Company in its sole

discretion, on any other fair and reasonable basis and the Renter shall be obliged to furnish all such information and assistance as the Company may reasonably require for that purpose. If it is determined that the odometer has been tampered with, then the kilometres travelled will be deemed to be a minimum of 500 kilometres per day for which the Renter shall be responsible over and above the daily limit provided for in the Rental Agreement.

8.3. The Renter and/or driver(s) shall also be liable for all fines, penalties and like expenses including but not limited to parking, traffic and other offences, arising out of or concerning the use of the Vehicle during the Rental Period and the Renter accordingly indemnifies the Company against any and all such liability, in addition to what is recorded in terms and conditions relating to the legal costs that will be incurred by the Company in this regard;

8.4. Notwithstanding anything to the contrary contained in the Rental Agreement and these terms and conditions is agreement, the Company will levy a young driver surcharge reflected on the Rental Agreement where the Renter/Driver is younger than 25 years of age. The young driver surcharge is subject to change without notification and the Company's rights to amend this at any time during the Rental Period is strictly reserved and is purely dependent on the terms and conditions of the agreement between the Company and its insurers, which may be amended at any time as per any changes and amendments in the laws relating to insurance and insurable risks.

9. PAYMENT

9.1. All payments due in respect of the Rental Agreement, including all costs associated with but not limited to the costs of traffic fines, damages, loss, theft, and repossession of the Vehicle are due on written demand.

9.2. In respect of the rental charges recorded in the Rental Agreement, there will be a deposit payable as defined in the Rental Agreement at the time of rental, which includes the full insurance excess amount.

9.3. The balance of the rental charge will be payable immediately on the return of the Vehicle to the Renting Location, but at the latest on expiry of the Rental Period (unless otherwise agreed in writing by the Company at the Company's sole discretion).

9.4. All charges payable by the Renter shall be paid by credit card or reserved against the Renter's credit card in cash on expiry of the termination of the rental period unless the Renter has a valid account with the Company and/or the Company requires all or any of the charges to be prepaid in advance. The Renter will accept cash payments;

9.5. Once the vehicle is returned to the Renting Location and it is determined in the Company's sole discretion after an inspection of the Vehicle that there are no damages to the Vehicle and the Vehicle has not been damaged, the Company will refund any amounts reserved against the Renter's credit card within 21 days. The Company reserves the right to retain any amounts reserved against the Renter's credit card to cover any costs for traffic fines or damage to the Vehicle as well as kilometres driven in excess of the daily maximum recorded in the Rental Agreement. This does not in any way limit the Renter's obligations in respect of liability for all damages, losses, and theft of the Vehicle and/or relating to the Vehicle including but not limited to loss of keys.

9.6. The Renter will not be allowed to set-off or withhold payment of any amounts due in terms of the Rental Agreement this agreement for any reason whatsoever;

9.7. The Renter remains liable for payment of all amounts due until the Company is paid in full by the Renter and/or issuer of the card.

9.8. If the Company agrees to accept payment from the Renter by credit card or charge card specified on the Rental Agreement, the Renter's signature of the Rental agreement and these terms and conditions will constitute unequivocal authority for the Company to obtain authorisation and/or payment from the Renter's bankers and/or issuer of the credit and/or charge card. The signature of

the Renter will also constitute unequivocal authority for the issuer of the card to debit the Renter's credit card or charge card with the total amount due to the Company (including but not limited to any damages or losses suffered by the Company). This includes providing the Renter's bankers or issuer of the credit card or charge card to debit the Renter's credit card or charge card with the amount/s due to the Company

9.9. In the event that the Renter returns the Vehicle to the Company prior to the due date on the Rental Agreement, the Renter shall pay, at the sole discretion of the Company either the usual rates and charges applicable for the full Rental Period and/or kilometres actually used, as if the full rental period and/ or kilometres occurred.

9.10. In the event of an accident and/or if the Vehicle is stolen and/or lost, the amount of the damages or the total loss as suffered by the Company is payable on demand and will be determined in terms of these terms and conditions.

9.11. If any amount is not paid on due date, the Company may without prejudice to any rights it may have, charge interest on the overdue amount at the applicable prescribed legal rate or the then current prevailing prime rate of interest plus 5% , which will be in the sole discretion of the Company.

9.12. A certificate of any director or authorised representative of the director, manager or accountant of the Company, whose capacity need not be qualified, as to any amount owed by the Renter to the Company shall constitute prima facie proof of the amount due and payable by the Renter to the Company.

10. RENTER'S RISKS AND LIABILITIES

10.1. The Vehicle is rented at the sole risk of the Renter and/or driver(s) (fair wear and tear excepted) from the moment the key and/or the Vehicle is handed to the Renter until such time as the key and/or Vehicle is returned to the Company.

10.2. The Renter shall be solely responsible and liable for any and all damages and/or total loss sustained to the Vehicle, howsoever the damage and/or total loss is caused and whether or not it is attributable to the Renter and/or driver(s) his fault or negligence (including but not limited to hail damage and or any force majeure event).

10.3. If contracted for, the Renter will only be liable for the amount indicated as the applicable excess (provided there was no breach of any conditions) and a damage claim handling fee equal to twenty percent the value of the deposit. Notwithstanding anything to the contrary, the Renter shall be liable for any amounts not covered by the Company insurers in particular for incidents (exclusions) that fall outside of the insurance cover provided by the Company's insurers.

10.4. The Company, in its sole and absolute discretion, reserves the right to, in the event of loss or damage which has occurred in a situation where no physical contact is made with another vehicle or animal or object or person (in or on the road surface), charge the Renter either the actual amount of the loss or damage suffered or double the liability amount reflected on the Rental Agreement.

10.5. Should the Vehicle be damaged, stolen or lost in a situation where there was a breach of any of the terms and conditions as contained herein or the Rental Agreement, and/or excluded from the Company's insurance cover, the Renter shall be liable for the total loss and/or damage suffered by the Company.

10.6. The Renter and/or drivers, are liable for all fines and/or penalties incurred during the Rental Period and hereby authorises the Company to disclose any information required by a relevant authority to process it.

10.7. Notwithstanding anything to the contrary, the Company shall not be obliged to make, institute, or proceed with any claim or legal action, which the Company

may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the Vehicle and, accordingly, the Company shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms.

The Company's election not to pursue any claims is in no way to be deemed to be a waiver of the Company's rights to recover all such amounts due to the Company from Renter occasioned as a result of any such claims that the Company has elected not to proceed with.

11. CONSEQUENTIAL DAMAGES

The Renter will be liable, in addition to any other amount provided for in the Rental Agreement, for damages suffered by the Company in consequence of it being unable to rent the Vehicle, which damages will be calculated on the basis of the contracted daily rate on the Rental Agreement or on the official rates brochure plus 100 kilometres per day for the period that the Vehicle was inoperative, limited only by any legal limitation imposed by any relevant legislation regulating the amount claimable for consequential damages.

12. PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE VEHICLE

12.1. If at any time the Vehicle is damaged, stolen or lost, the Renter and/or driver(s) shall take every reasonable precaution to safeguard the interest of the Company including but without being limited to, the following where appropriate:

12.1.1. The Renter and/or driver(s) shall notify the Company immediately or within 3 hours of becoming aware of the occurrence.

12.1.2. The renter and/or drive(s) shall obtain the name(s) and addresses of everyone involved and of possible witnesses, as well as comply with all accident reporting processes with the relevant authorities, including but not limited to reporting the accident to the authorities and obtaining a properly completed accident report and obtaining a case number;

12.1.3. the Renter shall not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability;

12.1.4. The Renter shall notify the SAPS within twenty-four hours of the occurrence in question and furnish the company with an accident case number and accident report and provide this to the Company immediately thereafter;

12.1.5. the Renter shall make adequate provision for the safety and security of the Vehicle and will not abandon the Vehicle under any circumstances;

12.1.6. the Renter shall co-operate with the Company and its insurer in the investigation, the making or instituting of any claim or action and the defence of any prosecution, claim or action relating to the incident (including the making of an affidavit if he is requested to do so)

12.2. If the Renter is not the driver, then, without in any way derogating from the Renter's obligations in terms of this clause 12, the Renter shall procure that the driver complies with the provisions of 12.1 and the Renter warrants that the driver will do so.

12.3. The Renter shall within 24 hours of receipt thereof furnish to the Company (and if the renter is not the driver, the renter shall also procure that the driver does) any notice of claim, demand, summons or the like which the Renter and/or the driver(s) may receive in connection with the Vehicle.

12.4. The Renter and/or driver(s) warrant that the information completed in the Company's claim form as referred to in 12. 1.1 will be complete, true and correct in every respect.

13. INDEMNITY OF THE COMPANY BY RENTER

13.1. Neither the Company nor any of its directors, officers, employees, servants or agents shall be liable for any loss or damage (including any loss or damage to property left or transported in the Vehicle, any loss of life or any loss or damage arising from the installation or condition of a child seat or any other accessory in and/or on the vehicle), whether direct, indirect, consequential or otherwise arising from the Rental by the renter of the Vehicle, including, without limitation, any defect in and/or mechanical failure of the Vehicle (howsoever arising and of whatever nature) or the failure of the Company to detect defects in or mechanical problems with the Vehicle and whether such loss or damage results from breach of contract or delict (including negligence or gross negligence) or otherwise, which may be suffered by the Renter and/ or driver(s), any third party and/or passenger.

13.2. The Company, its directors, officers, employees, servants or agents are accordingly indemnified by the Renter or his estate against any claim of any nature whatsoever and howsoever arising for any damages or loss which is instituted against the Company arising from or connected with or pursuant to the Renting of the Vehicle contemplated in these terms and conditions.

14. JOINT AND SEVERAL LIABILITY OF SIGNATORIES, RENTER AND/OR DRIVER(S)

The Renter and every person whose signature appears on the Rental Agreement shall be liable jointly and severally, the one paying the other to be absolved for payment of all

amounts due to the Company in terms of or pursuant to the Rental Agreement.

15. GENERAL

15.1. The Rental Agreement, incorporating these terms and conditions, is the entire agreement between the Company and Renter and/or driver(s) regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, assurances, promises or the like (other than the Company, in its sole discretion extending the Rental Period on the terms recorded in these terms and conditions) not recorded by the Company except as provided for herein. Nothing in this clause shall limit or exclude any liability for fraud.

15.2. Any provision of this Rental Agreement, which is found or held to be invalid, unlawful or unenforceable, shall be severable from the remaining terms of this Agreement, and treated as pro non scripto. The remaining provisions of this Agreement shall remain valid and enforceable. The Parties agree to meet and review the matter and if any valid, lawful, and enforceable means are reasonably available to achieve the same object as the invalid, unlawful or unenforceable provision, to negotiate and agree to adopt such means by way of variation and / or amendment in good faith.

15.3. No extension, latitude or other indulgence that may be given or are allowed by any party in respect of performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this Rental Agreement, and no single or partial exercise of any right by any party under this Rental Agreement will in any circumstances be construed as implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any party's rights in terms of or arising from this rental agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

15.4. The Renter authorises the Company to insert any particulars in the Rental Agreement that are not known or are unavailable at the time of signature of the Rental Agreement as and when the particulars become available.

15.5. This agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

15.6. The Renter further consents to the jurisdiction of the Magistrate's Court, should the Company, at its election, bring legal proceedings against the Renter and/or driver(s), notwithstanding the fact that the amount involved exceeds the jurisdiction of the Magistrate's Court. The Renter agrees, however, that the Company in its sole and absolute discretion may institute any such action or proceedings in any division of the High Court that may have jurisdiction.

15.7. The Renter shall not be entitled to cede delegate or assign any of his rights or assign any of his obligations under this Rental Agreement or to rent or part with possession of the Vehicle, its tools or equipment or any part of the Vehicle for any purpose whatsoever outside of the terms of the Rental Agreement. The Company shall be entitled to cede delegate or assign any of the Company's rights or assign any of the company's obligations under this Rental Agreement to a third party without notice to the Renter.

15.8. If the company institutes any legal proceedings against the Renter to enforce any of its rights under this Rental Agreement it shall be entitled to recover from the Renter all the legal costs incurred by the Company's attorneys in accordance with their charges and assessed as between attorney and own client including but not limited to collection commission and tracing agent charges and all other ancillary disbursements incurred by the Company's attorneys.

15.9. The Parties choose as their respective domicilium citandi et executandi ("domicilium"), for the purposes of giving any written notice arising from this

Agreement, the physical addresses and e-mail addresses set out in the Rental Agreement, with the physical addresses provided by the Company and the Renter in the Rental as being the respective Parties chosen domicilium citandi et executandi for purposes of service of legal process.

15.10. Either Party shall be entitled from time to time by written notice to the other Party, vary its domicilium address to any other physical address within the Republic of South Africa, which is not a post office box or poste restante.

15.11. Any written notice required and/or permitted to be given by either Party in terms of this Agreement shall be, valid and effective only if in writing, and deemed to have been duly given (i) 7 days after posting, if posted by prepaid registered post to either the Party's physical address and/or postal address above, or (ii) on date of delivery, if delivered by hand during normal working hours (08H00 – 17H00), or (iii) in the absence of proof to the contrary, within one hour of sending an e-mail where the e-mail is sent during normal business hours of the recipient party and within two hours of the commencement of the following business day where it is sent outside of normal business hours.

15.12. The Renter consents to the Company carrying out a credit and criminal record check on a Renter and/or driver(s), with one or more credit agencies and SAPS who may retain a record thereof and the Company shall be entitled to record any default by the Renter with any credit agency and relevant authorities. Such records may be made available by the credit agency to third parties, in which case the Company shall not be held liable/responsible for any repercussions such disclosure may have on the Renter. The Renter agrees that the company may disclose any information obtained by it as a result of the conclusion and/or breach of the Rental Agreement, including personal and additional information, to any person, including a credit bureau.

15.13. The Renter acknowledges that certain vehicles may be fitted with a vehicle management system, which is used to inter alia, record speed and other information relating to the vehicle rented. The Company shall be entitled to use such information (including in court proceedings) as it deems fit.

15.14. It is recorded that this agreement is exempt from the provisions of National Credit Act and Consumer Protection Act as the Rental Agreement does not amount to a credit agreement as defined in the National Credit Act and/or Consumer Protection Act. The Company is not providing credit facilities to the Renter and is not required to be registered as credit provider in terms of the National Credit Act. The Rental Agreement shall be limited to a maximum period of 90 days and is not subject to further renewal

15.15. This Agreement may be executed in any number of counterparts and by each Party in a separate counterpart, each of which so executed shall be an original, but all of which shall together constitute one and the same instrument.

15.16. The Renter renounces the legal exceptions non numeratae pecuniae, non- causa debiti, error calculi, revision of accounts and no value received, and to waive the benefit of excussion.

For the Company:

.....
duly authorised and warranting such authority Name: _____

Signed at _____ on _____ 20____

AND

For the Renter

.....
duly authorised and warranting such authority Name: _____

Signed at _____ on the _____ day of _____ 20____