

TERMS AND CONDITIONS

1. In these terms and conditions, unless the context indicates to the contrary:

1.1. "3S Media" means 3S Media Holdings (Pty) Ltd - 2005/010814/07 and subsidiaries namely: 3S Media (Pty) Ltd and 3S Special Projects (Pty) Ltd.

1.2. "the Customer" means the party contracting with 3S Media

1.3. "the Advertising Contract" means that Advertising Contract appearing on the reverse side or attached of these terms and conditions, which contract incorporates these terms and conditions.

1.4. "the Advertising Material" means the advertising material that is to be published by 3S Media on behalf of the Customer, in terms of the Advertising Contract

1.5. "Deposit" means the required amount in order to secure the booked advertising space

2. These terms and conditions govern all transactions between 3S Media and the Customer from time to time, including the specific transaction concluded in terms of the Advertising Contract that appears overleaf or attached. No variation or alteration of the Advertising Contract shall be binding upon 3S Media unless reduced to writing and signed by a duly authorized director or manager of 3S Media.

3. Unless otherwise agreed to by 3S Media, the Customer shall be responsible for providing the Advertising Material, in a format suitable to 3S Media, by no later than the deadline for the Advertising Material stipulated in the Advertising Contract. The full responsibility for the correctness, suitability and/or efficacy for the Advertising Material rests with the Customer. Accordingly, 3S Media shall not be liable to the Customer or any third party, for any errors, omissions, false or misleading statements, or other causes of liability whatsoever, and the Customer indemnifies 3S Media against any such claims that may be made or brought by third party/ies against 3S Media in consequence (directly or indirectly) of the Advertising Material or the Advertising Contract. 3S Media shall not be liable to the Customer for consequential losses.

4. Without limiting the provisions of clause 3 above, 3S Media shall be entitled within its sole discretion to terminate the Advertising Contract or, to require amendments to be made to the Advertising Material, in the event that 3S Media deems the Advertising Material to be unsuitable.

5. In the event that 3S Media does elect to allow the Customer to cancel an Advertising Contract, or a part thereof, which election shall remain within a sole discretion of 3S Media, a cancellation fee equating to 50% (fifty percent) of the value of the advertising that is cancelled, shall be payable by the Customer to 3S Media upon demand. Cancellation after 'booking deadline' date will result in the full contract amount being due and payable by the customer.

6. Prior to sending the advertising material to the printers of the publication, 3S Media shall send the Customer a copy of the final advertisement by fax or email ("the final proof"). Unless the Customer notifies 3S Media in writing in 48 (forty eight) hours of 3S Media having sent the final proof to the Customer, that it is not satisfied with the final proof, the Customer shall be irrevocably deemed to have accepted the final proof as being correct in all respects, and the Customer shall thereafter have no claim against 3S Media pursuant to any errors or omissions in the Advertising Material.

7. In the event that the Customer fails to deliver the Advertising Material to 3S Media by the date specified in the Advertising Contract as being the deadline for advertising material,

or, in the event of the Customer purporting to unilaterally terminating the Advertising Contract, then the Customer shall remain liable for the advertising charges set out in the Advertising Contract, and all amounts that are due there under shall be paid by the Customer free of any deduction or set off (and without recourse) in the time period stipulated hereunder.

8. In the event that the Customer requires the advertisement to be placed in a particular position or page in the publication, then the Customer shall be obliged to insert full details thereof in the Advertising Contract, failing which 3S Media shall as its sole discretion determine the position of the advertisement, without any recourse from the Customer.

9. Payment for all advertising shall be made to 3S Media, free of any deductions or set-off. Payment shall be made on presentation of invoice. Failing receipt of payment in full within a period of 30 (thirty) days from the date of invoice by the Customer, 3S Media shall be entitled (without prejudice to any other remedies available to 3S Media) to withhold further advertising.

10. The Customer shall be liable for interest on overdue amounts after 30 (thirty) days from the date of invoice, at a rate equivalent to 2% per month on the total overdue account.

11. Should the customer be domiciled outside the Republic of South Africa, all contracts between the agent and 3S Media shall be governed to and interpreted in accordance with the laws of the republic of South Africa and the South African Courts shall have sole jurisdiction in respect thereof.

12. In the event of it being necessary for 3S Media to instruct its attorneys as a result of any breach of these terms and conditions by the Customer, including any legal action taken by 3S Media to recover amounts owing by the Customer to 3S Media, the Customer agrees to pay for all costs on the attorney and client scale inclusive of collection commissions.

13. Agencies will be entitled to credit of 45 days provided a credit application is complete and the agency is in good standing.

13.1 If payment for the advertising is made before 30 (thirty) days from the date of invoice, then the Agency shall be entitled to a discount of 2.5% (two and a half percent) to the total amount due for the advertising, excluding VAT. No discount will be allowed on any payments made after 30 days from date of invoice.

13.2 The agent shall be liable for interest on overdue amounts after 45 (forty five) days from the date of invoice, at a rate equivalent to 2% (two percent) per month on the total overdue amount.

14. The Customer chooses the address appearing on the Advertising Contract as its domicilium citandi et executandi.

15. No contract from any Government organisation will be accepted by 3S Media unless an official order is attached to the Contract.

16. New customers will be required to complete a credit application prior to the advert being placed. Failure to provide credit details will result in up-front payment prior to the advert being placed.

17. The Customer representative warrants that they are duly authorised to sign both the contract attached and these terms and conditions.

Signature _____

Date _____