

HELIX MARINE (PTY) LTD
Registration 2016/359249/07

STANDARD TERMS AND CONDITIONS
(as at August 2018)

1. "Helix" shall mean Helix Marine (Pty) Ltd a company registered under South African law, registration number 2016/359249/07.
2. "Customer" shall mean any person on whose behalf Helix undertakes any business, renders services or provides and supplies any goods.
3. "Parties" means Helix and the Customer.
4. All business concluded between the Parties shall be subject to and governed in accordance with these Standard Terms and Conditions.
5. Any contract between the Parties shall only bind Helix once the Customer receives a written quotation from Helix, and such quotation has been accepted in writing and signed by a duly authorised representative of the Customer, and on receipt of a Customer purchase order.
6. Any variations or amendments to orders or scope of work between the Parties shall only bind Helix once the Customer receives a written quotation from Helix and such quotation has been accepted in writing and signed by a duly authorised representative of the Customer, and on receipt of a Customer purchase order.
7. No variation of, or addition to or agreed cancellation of any terms of these Standard Terms and Conditions and contract/s concluded thereby between the Parties shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the Parties, or their duly authorised representatives.

8. The law of the Republic of South shall apply in respect of all dealings between Helix and the Customer as provided for in these Standard Terms and Conditions, and all dealings and contracts concluded between the Parties.
9. The Customer hereby consents to the jurisdiction of the Western Cape Division of the High Court of South Africa, Cape Town in respect of any legal proceedings which Helix may institute against the Customer. Helix shall however be entitled to institute proceedings in any magistrate's court in South Africa having jurisdiction in terms of Section 28 of the Magistrate's Court Act, notwithstanding that the amount claimed shall be in excess of such court's jurisdiction. To the extent necessary, the Customer consents to the jurisdiction of any Magistrate's Court having jurisdiction over it. It shall however be entirely within the discretion of Helix as to which court it elects to institute legal proceedings therein.
10. Should Helix institute legal proceedings against the Customer pursuant to a breach by the latter of these Standard Terms and Conditions or any contracts thereby concluded between the Parties, then without prejudice to any other rights which Helix may have, Helix shall be entitled to recover all legal costs incurred by it including its attorney and own client legal charges, tracing fees and such collection commission as Helix is obliged to pay to its attorneys or debt collectors from the Customer.
11. No act, omission, course of dealing, delay or indulgence by Helix in enforcing any of its rights or securing compliance by the Customer of the latter's obligations owing to Helix shall affect or prejudice any rights which Helix may be entitled to in terms of these Standard Terms and Conditions and any contracts between the Parties, nor shall such matter shall be treated as evidence of a waiver of Helix's rights.
12. Unless otherwise agreed to beforehand in writing by a director of Helix, all payments shall be made by the Customer to Helix no later than 30 calendar days from the date of presentation of Helix's invoices. All payments shall be made without deduction or set off, and free of bank charges.
13. Helix shall be entitled to charge the Customer interest on any overdue amount at the prime rate of interest charged from time to time by Nedbank Limited plus 2 percent thereon. Such rate of interest may be proved by a certificate from any duly authorised official of the said bank, which

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certificate shall be prima facie proof of the contents thereof and may be used for the purpose of summary judgment, default judgment or provisional sentence.

14. Should the Customer breach any provisions of these Standard Trading Condition or any contracts thereby concluded between the Parties , or be cited in any liquidation proceedings (for its own liquidation whether provisional or final or to be placed in business rescue) or pass a special resolution to be wound up voluntarily (other than as part of a reconstruction or amalgamation) or enter into any compromise with its creditors, or where the Customer is a natural person be cited in any sequestration proceedings or apply for the surrender of his or her estate, then and in that event, all amounts owing by the Customer to Helix whether or not they are then due and payable shall thereupon immediately become due and payable by the Customer to Helix without notice.
15. In the event of the suspension of work by Helix due to a material breach then all other amounts for which the Customer may be liable to pay Helix, shall become immediately due and owing without notice.
16. Notwithstanding delivery of any goods or the transfer of possession therein to the Customer or the affixing of such goods to any other thing, Helix shall have a general lien and right of retention over all property in its possession or under its control until such time that Helix has received payment in full for its services and outlays.
17. Helix shall be entitled to suspend performance of all and any of its obligations due to the Customer where the latter is in breach of the provisions of these Standard Terms and Conditions or in breach of any other agreements concluded between the Parties. Any additional costs as Helix may incur owing to such suspension of work, including without limitation, the cost of demobilising its employees and agents, the placing of its employees and agents on standby, the remobilisation of its employees and agents to the Customer's job or workshop place, transportation costs and any disbursements relating thereto shall be paid for by the Customer on demand prior to Helix re-commencing the performance of its obligations.
18. Helix shall not be liable to the Customer liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, arising as a result of: -
 - 18.1 any negligent act or omission by Helix or its servants or agents;
 - 18.2 any grossly negligent act or omission by Helix or its servants or agents;

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18.3 any loss, damage or expense arising from or in any way connected with any unforeseeable circumstance, cause or event beyond the reasonable control of Helix, including without limitation, strike, lock-out, stoppage or restraint of labour, unavoidable forces or events, vis major and casus fortuitas.

19. Under no circumstances shall Helix be liable for any indirect or consequential loss or damage, loss of profits caused to or suffered by the Customer arising as a result of a Helix having materially breached these Standard Terms and Conditions, or any agreements as may have been concluded between the Parties.
