

TIMBER WIZARD (PTY) LTD
STANDARD TERMS AND CONDITIONS
OF SALE AND PURCHASE



1. INTERPRETATION

- 1.1. **“Account”** means a trading account approved by Timber Wizard (Southern Africa) in respect of a Purchaser with reference to the trading terms contained under paragraph 4.1.
- 1.2. **“CGIC”** means Credit Guarantee Insurance Corporation of Africa Ltd (Reg. No.: 1956/000368/06, a public company with limited liability duly incorporated under the company laws of the Republic of South Africa.
- 1.3. **“Cash Purchaser”** means any approved juristic person, who pays cash on order.
- 1.4. **“Deal”** means the contract entered into for Timber between the Purchaser/Cash Purchaser and the Seller following the offer and acceptance of a Buyer’s Offer to Purchase (aka BOP) on the Platform.
- 1.5. **“Deliver”** or **“Delivery”** will be the responsibility of the Supplier or its agent and will occur when the Purchaser or its agent has signed a proof of delivery at the address indicated in the Deal.
- 1.6. **“Developer”** means the holder of the Intellectual Property Rights signed over to A2Z Wizard (the Holding Company).
- 1.7. **“Fulcrum”** means Fulcrum Collections (Pty) Ltd, a company registered in accordance with the Laws of South Africa under Registration Number: 1997/015535/07.
- 1.8. **“Intellectual Property Rights”** means all intellectual property rights with reference and pertaining to the Platform, including (without limitation) copyright, invention rights, database rights, know-how, source code, confidential information, trade secrets, trademarks, trade names, domain names, service marks, goodwill and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world, and including all rights to recover damages for the breach, infringement, or misappropriation of any such rights.
- 1.9. **“Objection”** shall refer to the process set out under paragraph 7.
- 1.10. **“Platform”** means the web-based trading platform which is accessed at www.timberwizard.com, and which is operated by Timber Wizard (Southern Africa), subject to the developer’s intellectual property rights and licensing terms and conditions which is held by A2Z Wizard.
- 1.11. **“Purchaser”** means any approved juristic person which is registered with CIPC with an annual turnover or an asset value of at least R1 000 000 per annum, which entity procures timber on the Platform in terms of an Account and includes a Cash Purchaser.
- 1.12. **“Seller”** means any approved juristic person which is registered with CIPC, which entity sells timber products on the Platform.
- 1.13. **“Timber Wizard (Southern Africa)”** means Timber Wizard (Southern Africa) (Pty) Ltd, Registration Number: 2018/225014/07, a private company with limited liability duly incorporated under the company laws of the Republic of South Africa operating as a timber-related Marketplace As A Service (MAAS) Service Provider.
- 1.14. **“Timber”** means the timber product(s) which is for sale and consequently sold on the Platform by a Seller.
- 1.15. **“You”** means the Purchaser and/or Seller as the context requires, whilst “your(s)” shall bear a similar meaning.
- 1.16. In calculating a time period:

- 1.16.1 A calendar day includes the time from midnight to midnight. Sunday or any day of the week specifically mentioned means a calendar day. The number of days:
- 1.16.1.1 shall be inclusive of the first day and exclusive of the last day;
 - 1.16.1.2 shall be inclusive of Saturdays, Sundays and public holidays; provided that if the last day of the time period falls on a Saturday, Sunday or public holiday, then the last day of the time period shall fall on the following business day;
 - 1.16.1.3 shall be deemed ended at 17:00 on the last business day;
 - 1.16.1.4 a month shall mean a month as per the Gregorian calendar commencing on the first day of such month and ending at midnight (South African time) on the last day of such month;
 - 1.16.1.5 a year shall mean:
 - 1.16.1.6 the period commencing on the 1st (first) day of January and ending on the 31st (thirty first) day of December of that same year; or
 - 1.16.1.7 a period of 12 (TWELVE) months, depending on the circumstances.

2. ACKNOWLEDGEMENTS

- 2.1. You acknowledge that you have read the terms and conditions herein contained and that you understand the legal implications thereof.
- 2.2. You further agree to be bound by these terms and conditions.
- 2.3. The terms and conditions herein set out shall supersede the Purchaser's or Seller's terms and conditions with reference to any Deal.

3. USE OF THE PLATFORM

- 3.1. This platform is free to use by all approved Purchasers and Sellers of timber or timber products.
- 3.2. To become a Purchaser or Seller utilising this platform, you must complete and submit the required application form.
- 3.3. As a Seller and/or Purchaser, you warrant that the information you provide us is accurate, truthful and complete. You acknowledge that the information so provided constitutes the essential particulars for you to trade on the platform and any information supplied which is false, inaccurate or incomplete may lead to your immediate suspension from the platform. You furthermore accept any losses or damages caused due to any misrepresentation.
- 3.4. As a Seller and/or Purchaser you undertake to keep your information up to date on the system.
- 3.5. You agree that the information contained in your application form or any additional information required may be disclosed to CGIC and/or to Fulcrum and any of their agents.
- 3.6. Timber Wizard (Southern Africa) is entitled to use or disclose your information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights.
- 3.7. Timber Wizard (Southern Africa) is under no obligation to approve your application or to continue making the platform available to Sellers and Purchasers.
- 3.8. Timber Wizard (Southern Africa) may at its sole discretion terminate or suspend the Platform for any reason whatsoever and you agree that you will not have a claim against Timber Wizard (Southern Africa) should such an instance arise.
- 3.9. Timber Wizard (Southern Africa) may in its sole discretion, without providing any reasons, suspend or terminate any Purchaser's or Seller's access to the Platform, without any recourse or claim by the affected Purchaser or Seller. The relevant Purchaser or Seller will simultaneously with the suspension or termination of his/her/its access to the Platform be informed thereof via e-mail.
- 3.10. Timber Wizard (Southern Africa) may, in its sole discretion, change any of these Terms and Conditions at any time. Should any changes be made, all buyers and sellers will be notified by email that a change has taken place, and the details of the change will be specified in the email notification. Should you not be satisfied, you must refrain from using the Platform.

- 3.11. After your Account has been approved, you will be provided with the necessary login details to access and use the Platform.
- 3.12. You are solely responsible for the safekeeping of your login details to the Platform; and whereas Timber Wizard (Southern Africa) shall not be liable for any misuse or abuse of your login details. You consequently indemnify Timber Wizard (Southern Africa) from any liability which may arise as a result of the abuse or misuse of your login credentials and you agree to remain liable in the event of misuse or abuse of your login details.
- 3.13. It is your responsibility to satisfy yourself that the Platform meets your requirements and that you understand the workings of the Platform.

4. TRADING TERMS

- 4.1. As a Purchaser, you can trade on the platform on the following terms, subject to the approval of Timber Wizard (Southern Africa):
 - 4.1.1. Cash/EFT On Order (COO);
 - 4.1.2. Cash/EFT to clear 7 Days After Delivery (7DAD);
 - 4.1.3. payment should clear within 30 Days After date of Statement (30DAS).
- 4.2. Upon receiving and considering your application, Timber Wizard (Southern Africa) may in its sole discretion grant or refuse an Account.
- 4.3. An Account may be removed or suspended at the sole discretion of Timber Wizard (Southern Africa), without any liability accruing to Timber Wizard (Southern Africa). See the content of paragraph 3.9 supra.
- 4.4. A Cash Purchaser shall not be allowed to trade on terms delineated under paragraphs 4.1.2 and 4.1.3 respectively.
- 4.5. Timber Wizard is involved in the purchase/sale process only, as the Deal is facilitated by the Timber Wizard platform. Any Deal concluded on the Platform shall be entered into between the Seller and Purchaser directly.
- 4.6. Timber Wizard (Southern Africa) shall facilitate the Deal, but shall not become a party thereto.
- 4.7. Timber Wizard (Southern Africa) does not act in a capacity as agent for and on behalf of any party on the Platform.
- 4.8. Timber Wizard views the Seller's pricing as confidential. It is agreed that no detail pertaining to any buyer and seller deals, and/or pricing will be disclosed to a third party.
- 4.9. In the event of any technical error / breakdown in the Timber Wizard's system the PDF documents e-mailed and associated with the Deal, will be legal and binding upon all parties and will be sufficient to uphold the Deal.
- 4.10. Timber Wizard (Southern Africa) shall become entitled to a fixed facilitation fee as agreed upon in respect of each Deal.
- 4.11. Timber Wizard (Southern Africa) shall invoice the Purchaser, meaning that upon the conclusion of a Deal, the Platform shall generate an invoice on behalf of the Seller, which shall be dispatched to the Purchaser for payment. The Timber Wizard invoice to the Purchaser shall include the fixed facilitation fee. The Seller shall invoice Timber Wizard with said invoice being exclusive of the fixed facilitation fee.
- 4.12. Timber Wizard (Southern Africa) is not the owner or supplier of the Timber.
- 4.13. Timber Wizard (Southern Africa) does not guarantee the quality of the Timber or the delivery date.
- 4.14. Ownership in the Timber shall pass to the Purchaser:
 - 4.14.1. In respect of Cash/EFT on Order transactions, on Delivery.
 - 4.14.2. In respect of Cash/EFT 7 days from Delivery transactions, upon settlement of the Seller's invoice in full.
 - 4.14.3. In respect of 30 Days from date of Statement transactions, upon settlement of the Seller's invoice in full.
- 4.15. Risk in the Timber shall pass on handover from the Seller to the Purchaser.

- 4.16. Each Deal shall constitute a transaction independently and separately from any other Deal.
- 4.17. Any Deal may be cancelled prior to Delivery with the express written consent from both the Purchaser and Seller. After Delivery has taken place, a Deal cannot be cancelled and any particular dispute arising must be resolved in terms of an Objection.
- 4.18. Minimum order quantity is 15m³ of Timber.

5. FACILITY

- 5.1. With reference to the trading terms contained under paragraphs 4.1.2 and 4.1.3 respectively, the following terms and conditions shall apply:
 - 5.1.1. Upon receipt of your application form, same shall be presented to CGIC and where required also to agents of CGIC.
 - 5.1.2. CGIC as a facilitation partner of Timber Wizard (Southern Africa), shall subject you and your application to a structured vetting process.
 - 5.1.3. Based on the structured vetting of your application form, CGIC may in its sole discretion extend a credit insurance cover for a predetermined limited amount for your indebtedness to any Seller.
- 5.2. Timber Wizard (Southern Africa) shall bear the costs in respect of the credit insurance cover extended by CGIC.
- 5.3. CGIC shall in its sole discretion extend and/or withdraw any credit insurance cover extended, which may have a direct bearing on your Account on the Platform, which may at any time be suspended or removed at the sole discretion of Timber Wizard (Southern Africa).
- 5.4. In the event of a Purchaser defaulting in terms of its payment obligations towards a Seller where no Objection was lodged, CGIC shall in terms of its extended credit insurance cover settle the Purchaser's indebtedness to the Seller after formal demand was made. CGIC will settle the Purchaser's indebtedness to the Seller as per CGIC's terms and conditions.
- 5.5. CGIC shall in terms of the legal principles regulating subrogation be entitled to recover the monies paid from the defaulting Purchaser, for which legal costs the Purchaser shall be liable for on an attorney and client scale. Should CGIC not be able to recover any costs from the Purchaser they will solely remain liable for any legal costs incurred.
- 5.6. A Seller shall not be entitled to cede, assign, encumber or waive its right to claim from a Purchaser in terms of any Deal.
- 5.7. The provisions of the National Credit Act 34 of 2005 and Consumer Protection Act 68 van 2008 shall not apply since the Purchaser, a juristic person registered with CIPC, warrants that it has an annual turnover or assets in excess of R1 000 000,00.
- 5.8. Timber Wizard (Southern Africa) is not a credit provider.

6. PAYMASTER

- 6.1. All payments which stand to be effected in terms of any Deal shall be made to Fulcrum.
- 6.2. Fulcrum shall act as paymaster, overseeing payments to:
 - 6.2.1. The Seller in respect of the Timber sold;
 - 6.2.2. Timber Wizard (Southern Africa) in respect of the facilitation fee earned;
 - 6.2.3. CGIC, in respect of the premiums payable with reference to any extended credit insurance cover,upon perusing and satisfying itself that all terms and conditions as it pertains to any Deal has been met.
- 6.3. The Purchaser shall not effect payment in respect of any Deal to the Seller directly.
- 6.4. Each and every Deal shall be ring fenced, which means that Fulcrum shall only pay and effect deductions in respect of each completed Deal and may not utilise monies from other Deals to subsidise any particular Deal.

7. OBJECTIONS

- 7.1. A Purchaser shall be entitled to lodge an objection with Timber Wizard (Southern Africa) in respect of Timber delivered in terms of any Deal.
- 7.2. Such objection must relate to the specification, quality and quantity (in excess of the allowed for 10% tolerance variation) of the Timber delivered.
- 7.3. Any objection formally raised will automatically cause the Purchaser's Account to be temporarily suspended, pending the finalisation of the objection in the event of an Account granted in terms of paragraphs 4.1.2 and 4.1.3.
 - 7.3.1. Where a Purchaser is also registered as a Seller, the Seller's ability to trade on the Platform will also become temporarily suspended *mutatis mutandis* as envisaged under paragraph 7.3.
- 7.4. An objection must be raised in writing by the Purchaser within 5 days from taking Delivery of the Timber, failing which, its right to raise an objection will become extinguished. Failure to object timeously will compel the Purchaser to abide by the terms of the Deal.
- 7.5. The objection must as a minimum contain the following:
 - 7.5.1. The applicable reference number generated by the Platform with reference to the Deal;
 - 7.5.2. Delivery date of the Timber;
 - 7.5.3. Address where the Timber can be inspected;
 - 7.5.4. Particulars of the complaint, assisted by colour pictures;
 - 7.5.5. Suggestions as to a possible solution;
 - 7.5.6. Any other relevant information.
- 7.6. Timber Wizard (Southern Africa) shall facilitate the objection process between the Purchaser/Cash Purchaser and the Seller with the aim of resolving same expeditiously.
- 7.7. Timber Wizard (Southern Africa) shall acknowledge receipt of the objection in writing where after it shall formally present the objection to the Seller for investigation and comment.
- 7.8. Timber Wizard (Southern Africa) shall contemporaneously assess the content and merits of the objection and shall make recommendations to both the Purchaser and Seller, to the extent relevant.
- 7.9. A Seller shall have 3 working days to investigate the objection raised and to revert to Timber Wizard (Southern Africa) with its response in writing.
- 7.10. In the event that the Seller:-
 - 7.10.1. *Agrees* with the objection raised by the Purchaser and the solution suggested, it shall confirm its acceptance thereof in writing to Timber Wizard (Southern Africa). Timber Wizard (Southern Africa) will in turn update any invoice and Deal documentation in line with the accepted solution. The Purchaser will be informed that the objection was resolved, where after the Purchaser shall settle any outstanding amount in respect of the relevant Deal in line with the amended Deal documentation.
 - 7.10.2. *Disagrees* with the objection raised by the Purchaser and the solution suggested, it shall reject the objection in writing to Timber Wizard (Southern Africa). Timber Wizard (Southern Africa) shall then be obliged to appoint on behalf of the Seller and the Purchaser an independent expert such as SABS or SATAS, which shall act as a referee in respect of the objection. Timber Wizard (Southern Africa) shall hand over all the relevant Deal and objection documentation to the referee, which may in its sole discretion inspect the rejected timber. The Purchaser and Seller commit to cooperate with the referee at all material times. The finding by the referee shall be final and the Purchaser and Seller irrevocably agree to abide by the referee's finding and ruling. The total costs incurred by Timber Wizard (Southern Africa) in contracting the services of the referee shall be borne by the party indicated by the referee. No appeal process shall follow the finding and ruling of the referee. The Deal documentation shall be updated by Timber Wizard (Southern Africa) to reflect the ruling of the referee and the Purchaser or Seller, as the case may be, shall give effect thereto immediately.

- 7.11. The process envisaged under paragraph 7.10.2 must be concluded within 15 business days but not more than 20 business days from date the objection was formally raised by the Purchaser.
- 7.12. Failure to cooperate with the referee and/or to adhere to the referee's ruling and finding shall constitute a material breach of these terms and conditions.
- 7.13. Where a Purchaser has more than one Deal pending, it shall not be entitled to withhold payment in respect of any Deal in terms of which an objection was not raised or to demand any form of set off.

8. TOLERANCE

- 8.1. A volume tolerance deviation of 10% per timber load delivered will be allowed for by the Purchaser in respect of Timber length and thickness, but not quality, which must be disputed by means of an Objection. Only the timber length may vary subject to the proviso being that the substituted length was one of the length options included in the Deal.
- 8.2. The following calculation method shall be used to calculate the tolerance deviation percentage:
 - 8.2.1. The deviation volume, being the absolute value of the timber volume delivered minus the timber volume of the original Deal is calculated for each line item of the Deal.
 - 8.2.2. The total timber volume deviation is calculated by adding the timber volume deviations for each line item of the Deal.
 - 8.2.3. The total timber volume deviation is then divided by the total timber volume of the Deal.
- 8.3. Any Timber length and thickness not contained in the original Deal, may be rejected by the Purchaser by raising an Objection.
- 8.4. Notwithstanding anything else stated in this paragraph, the Purchaser shall be entitled to submit an Objection in respect of a volume tolerance variation in excess of 10%.

9. INDEMNITY

- 9.1. You agree to indemnify Timber Wizard (Southern Africa) and hold us and our officers, assigns, directors, agents, service providers and employees harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:
 - 9.1.1. Your use of the Platform;
 - 9.1.2. Your violation of any term of these Terms and Conditions,
 - 9.1.3. Your violation of any third-party right or any infringement of the Platform's developer's intellectual property rights;
 - 9.1.4. Any other negligent act or omission or any wilful misconduct on your part.
- 9.2. This indemnification undertaking will survive termination, modification or expiration of these Terms and Conditions and your use of the Platform.

10. DISCLAIMER

- 10.1. Timber Wizard (Southern Africa) shall not be liable for any damage, claim, loss, shortage or delay arising from any Deal.
- 10.2. The use of the Platform is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Platform or reliance on any information thereon.
- 10.3. Timber Wizard (Southern Africa) makes no representations or warranties, implied or otherwise, that the Platform is free from errors or omissions or that the availability thereof will be completely uninterrupted and/or error free.
- 10.4. By making use of the Platform, you agree and understand that by entering into any Deal exposes you to commercial and legal risk, which risk you voluntarily assume.
- 10.5. The Purchaser and Seller accept full responsibility for the contents and accuracy of each and every Deal entered into and shall not hold Timber Wizard (Southern Africa) liable for any deficiencies or inaccuracies contained in any Deal.

- 10.6. You agree that Timber Wizard (Southern Africa) may disclose any adverse trading information concerning any Deal to CGIC, Fulcrum, its attorneys, collection agents or credit bureaus.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The Developer in respect of the Platform reserves all rights, including all Intellectual Property Rights, not expressly granted herein as well as all its remedies held in Law.
- 11.2. You may not use the Platform in any way that constitutes a violation of any law (including intellectual property law), or an infringement or misappropriation of the Developer's rights (including, without limitation, the Intellectual Property Rights), or the rights or Intellectual Property Rights of any licensor or any third party, in relation to the Platform.
- 11.3. You may not reproduce, modify, copy, perform, transmit or commercially exploit the Platform in any manner, save as provided for under these Terms and Conditions.
- 11.4. You will not at any time, acquire any rights, title, ownership or interest, including any Intellectual Property Rights, in or to the Platform other than the limited, non-exclusive, non-transferable and revocable use of the Platform.

12. NOTICES

- 12.1. Any formal notices sent to Timber Wizard (Southern Africa) under these Terms and Conditions, including legal notices, must be delivered by hand at 11 Mooiplaas, 1 Valley Close, Boardwalk Meander B, Olympus, Pretoria, 0081.
- 12.2. You agree that the physical address contained in your application form will serve as your domicilium address for purposes of receiving and serving court process or any other official notices.
- 12.3. The email address ("transactional address") you have furnished shall be used for any and all transactional exchanges as it relates to each and every Deal.
- 12.4. You may change your domicilium or transactional address in writing only, by communicating any changes to the directors of Timber Wizard (Southern Africa) 11 Mooiplaas, 1 Valley Close, Boardwalk Meander B, Olympus, Pretoria, 0081.

13. NON-CIRCUMVENTION

- 13.1. You agree that you will not circumvent, avoid or bypass these Terms and Conditions, or attempt to do so for any purpose.
- 13.2. Any attempt a circumventing these Terms and Conditions shall cause your Account to be removed or suspended immediately at the sole discretion of Timber Wizard (Southern Africa) and you shall be held liable to a penalty fee of 25% on the value of pending Deals to which you are a party to.

14. PROTECTION OF PERSONAL INFORMATION ACT ("POPIA")

- 14.1 The information we collect:
- 14.1.1 We collect and process your personal information mainly to contact you for the purposes of understanding your requirements, and delivering services accordingly. For this purpose we will collect contact details including your name and company.
- 14.1.2 We collect information directly from you where you provide us with your personal details. Where possible, we will inform you what information you are required to provide to us and what information is optional.
- 14.1.3 Website usage information may be collected using "cookies" which allows us to collect standard internet visitor usage information.
- 14.2 How we use your information:
- 14.2.1 We will use your personal information only for the purposes for which it was collected and agreed with you. In addition, where necessary your information may be retained for legal or research purposes.
- For example:
- To gather contact information;

- To confirm and verify your identity or to verify that you are an authorised user for security purposes;
- For the detection and prevention of fraud, crime, money laundering or other malpractice;
- To conduct market or customer satisfaction research or for statistical analysis;
- For audit and record keeping purposes;
- In connection with legal proceedings.

14.3 Disclosure of information:

14.3.1 We may disclose your personal information to our service providers who are involved in the delivery of products or services to you. We have agreements in place to ensure that they comply with the privacy requirements as required by the Protection of Personal Information Act.

14.3.2 We may also disclose your information:

- Where we have a duty or a right to disclose in terms of law or industry codes;
- Where we believe it is necessary to protect our rights.

14.4 Information Security:

14.4.1 We are legally obliged to provide adequate protection for the personal information we hold and to stop unauthorized access and use of personal information. We will, on an on-going basis, continue to review our security controls and related processes to ensure that your personal information remains secure.

14.4.2 Our security policies and procedures cover:

- Physical security;
- Computer and network security;
- Access to personal information;
- Secure communications;
- Security in contracting out activities or functions;
- Retention and disposal of information;
- Acceptable usage of personal information;
- Governance and regulatory issues;
- Monitoring access and usage of private information;
- Investigating and reacting to security incidents.

14.4.3 When we contract with third parties, we impose appropriate security, privacy and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept secure.

14.4.4 We will ensure that anyone to whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to.

14.5 Your Rights - Access to information:

14.5.1 You have the right to request a copy of the personal information we hold about you. To do this, simply contact us at the numbers/addresses as provided on our website and specify what information you require. We will need a copy of your ID document to confirm your identity before providing details of your personal information.

14.5.2 Please note that any such access request may be subject to a payment of a legally allowable fee.

14.6 Correction of your information:

You have the right to ask us to update, correct or delete your personal information. We will require a copy of your ID document to confirm your identity before making changes to personal information we may hold about you. We would appreciate it if you would keep your personal information accurate.

14.7 Definition of personal information:

14.7.1 According to the Act “personal information” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person. Further to the POPI Act, COR Concepts also includes the following items as personal information:

- All addresses including residential, postal and email addresses.
- Change of name – for which we require copies of the marriage certificate or official change of name document issued by the state department.

14.8 How to contact us:

If you have any queries about this notice; you need further information about our privacy practices; wish to withdraw consent; exercise preferences or access or correct your personal information, please contact us at the numbers/addresses listed on our website (www.timberwizard.co.za).

15. GENERAL

- 15.1. These Terms and Conditions governed by the laws of the Republic of South Africa.
- 15.2. Timber Wizard (Southern Africa) may develop a matrix for purposes of rating Purchasers and Sellers on the Platform. You agree to abide by the rating afforded and to lodge any concerns or complaints to Timber Wizard (Southern Africa) in writing.
- 15.3. You hereby agree and consent in terms of Section 45 of the Magistrate’s Courts Act, 32 of 1944 to the jurisdiction of the Magistrate’s Court for the purposes of any proceedings in terms of or incidental to these Terms and Conditions, notwithstanding that the amount of the matter in dispute exceeds the magistrate court’s jurisdiction.
- 15.4. You agree that attorney and client costs shall be applicable to any litigation that may arise from using the Platform or in relation to any Deal you are a party to, for which costs you will be held liable.
- 15.5. Any rights granted in terms of the Terms and Conditions or obligations imposed, may not be transferred or assigned by you unless Timber Wizard (Southern Africa) agrees thereto in writing.
- 15.6. Timber Wizard (Southern Africa) may, at any time, transfer, assign or make over any or all of its rights and obligations under these Terms and Conditions to any third party. Timber Wizard (Southern Africa) will accordingly notify you if we assign any rights or obligations to a third party.
- 15.7. These Terms and Conditions shall apply for the benefit of and be binding upon each party's successors and assigns.
- 15.8. Timber Wizard (Southern Africa’s) failure to exercise or enforce any right or provision contained in these Terms and Conditions shall not constitute a waiver of such right or provision.
- 15.9. If it is found that any of the Terms and Conditions are unlawful, void or unenforceable for any reason, then such terms shall be deemed severed and shall not affect the validity and enforceability of the remaining terms.
- 15.10. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- 15.11. These Terms constitute the whole agreement between the parties using the Platform.

ACCEPTANCE OF THE TIMBER WIZARD T's and C's

Accepted by (Name):	
Signature:	
On behalf of company (name):	
Company registration number:	
Designation:	
ID or passport number:	
Date:	
Witness 1:	
Witness 2:	