

1. PREAMBLE

WHEREAS THE MINISTRY WISHES TO ENTER INTO AN AGREEMENT WITH THE SERVICE PROVIDER FOR PURPOSES OF RECEIVING, VERIFYING AND ASSESSING CLAIMS FROM THE SERVICE PROVIDER FOR PSEMAS;

AND WHEREAS THE SERVICE PROVIDER HAS AGREED TO RENDER HIS/HER/ITS PROFESSIONAL SERVICES TO PSEMAS MEMBERS IN ACCORDANCE WITH THE TARIFF APPLICABLE TO THE RELEVANT SERVICE PROVIDERS' PROFESSION AS STIPULATED BY THE MINISTRY FROM TIME TO TIME AND IN TERMS OF THIS AGREEMENT;

AND WHEREAS BOTH PARTIES HAVE AGREED TO ENTER INTO THIS PRIVATE AGREEMENT AND TO CO-OPERATE WITH EACH OTHER AS FULLY AS POSSIBLE TO GIVE EFFECT TO THE PROVISIONS AND INTENT OF THIS AGREEMENT;

NOW THEREFORE IT IS AGREED AS FOLLOWS:



2. DEFINITIONS

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify, nor amplify the terms of this Agreement, nor any clause hereof. In this Agreement, unless a contrary intention clearly appears –

2.1 words importing –

2.1.1 any one gender include the other two genders;

2.1.2 the singular include the plural and *vice versa*; and

 
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2.1.3 natural persons include created entities (corporate or non-corporate) and *vice versa*;

2.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:



2.2.1 "*Administrator*" means NamHealth Administrators (Proprietary) Limited, the entity responsible for the processing of all the claims, the provision of utilisation reports and any other relevant information required for the accurate and reliable pro-cessing of claims, including managed care reports for and on behalf of the MINISTRY in respect of PSEMAS;

2.2.2 "*Claim*" means a document on which all details are indicated as required and in the form and manner required by the MINISTRY and/or the Administrator and as communicated to the SERVICE PROVIDER from time to time. Depending on the context, the word may also be employed to denote the process of claiming;

2.2.3 "*Contract area*" means the Republic of Namibia and such other countries as are approved by the MINISTRY for PSEMAS;

 
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- 2.2.4 "*days*" means working days, excluding Sundays and official Namibian public holidays;
- 2.2.5 "*medicine*" means any substance defined as a medicine by the *Medicines and Related Substances Control Act, 1965* (Act 101 of 1965);
- 2.2.6 "*member*" means a person or his dependant, who is a member of PSEMAS, duly registered in terms of the applicable provisions of the Public Service Staff Rules and to whom a membership card has been issued, the validity and currency of which has been duly confirmed by the SERVICE PROVIDER;
- 2.2.7 "*Membership Card*" means a computer printed document issued by the MINISTRY upon which a member's particulars and those of his dependants (if any) are recorded as well as the status of his membership of PSEMAS and that of his dependants (if any);
- 2.2.8 "*NAMAF number*" means the practice number provided by the Namibian Association of Medical Aid Funds, which will be the only valid practice number to be used for PSEMAS;

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2.2.9 "*Professional Services*"

means services, medicines or products rendered or supplied by the SERVICE PROVIDER to the member, the provision of which services, medicines or products the SERVICE PROVIDER is duly qualified and registered to provide;

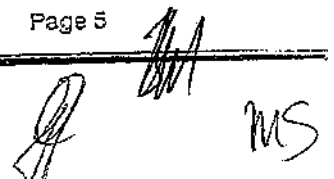
2.2.10 "*professional tariff*"

means the agreed tariff calculated by the MINISTRY based on the tariffs of the Namibian Association of Medical Aid Funds from time to time, less the levy of 5% as the part payment by the member;

2.2.11 "*PSEMAS*"

means the Public Service Employees' Medical Aid Scheme established in terms of the applicable regulations to the *Public Service Act, 1995* (Act 15 of 1995) managed by the MINISTRY and the object of which is to make provision for the granting of assistance to members in defraying expenditure incurred by them in connection with

- (i) the rendering of medical, para-medical, nursing, sur-

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
gical, orthopaedic, dental, pharmaceutical or optical services, requirements or appliances; and

- (ii) the transport by ambulance to and supply of accommodation in hospitals, maternity homes or nursing homes.

2.2.12 "*Service Provider*" means a person or entity who is a supplier of Professional Services, registered with NAMA, the Ministry of Health and Social Services and the applicable professional legislative body who supplies Professional Services to members and their dependants and includes the Service Provider;

2.2.13 "*this Agreement*" means this Agreement, including all attachments referred to and identified herein.

2.3 If any definition in clause 2.2 has the effect of conferring rights or imposing obligations on any party to this Agreement, effect

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shall be given thereto as if it were a substantive provision couched in the body of this Agreement.

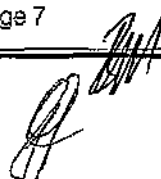
- 2.4 Any reference to legislation refers to that legislation as at the date of signature hereof, as amended or re-enacted from time to time, and includes reference to any regulations, notices or rules that may have been promulgated thereunder.

3. OBJECT

It is hereby recorded that the object of this Agreement is to conclude a contractual relationship between the parties in terms whereof the SERVICE PROVIDER will render his/her/its Professional Services in the CONTRACT AREA at the prescribed professional tariff to current members of PSEMAS, on behalf of the MINISTRY, and for which services the SERVICE PROVIDER shall be remunerated by the Administrator on behalf of the MINISTRY. It is however further agreed that the MINISTRY shall have the exclusive right to conclude similar agreements with other SERVICE PROVIDERS, on separate and/or identical terms and conditions to this Agreement and this Agreement shall not, whether directly or indirectly, preclude the MINISTRY from contracting the Professional Services of other SERVICE PROVIDERS.

4. SERVICES TO BE RENDERED

- 4.1 The SERVICE PROVIDER agrees and undertakes to render its Professional Services to any member of PSEMAS, in accordance with the terms and conditions as set out in this Agreement, including the Rules referred to in clause 4.3 hereof.

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- 4.2 Nothing contained in this Agreement shall however be construed or interpreted by either party as placing a specific obligation on the MINISTRY or member to utilise the Professional Services of the SERVICE PROVIDER.
- 4.3 The MINISTRY shall *via* the Administrator, advise the SERVICE PROVIDER of the rules applicable and relevant to the SERVICE PROVIDER's profession and Professional Services from time to time.
- 4.4 The Administrator, on behalf of the MINISTRY, shall issue membership cards to each member of PSEMAS on such terms and conditions as the MINISTRY may, from time to time, determine.
- 4.5 The SERVICE PROVIDER agrees to co-operate with the Administrator in respect of all matters relating to this Agreement, including such additional functions/responsibilities, which the MINISTRY may ascribe to the Administrator from time to time.
- 4.6 The MINISTRY, Administrator or any of its employees, agents or assigns shall not accept any liability for the fraudulent and/or dishonest use of membership cards by members or third parties.
- 4.7 The SERVICE PROVIDER shall ensure that a valid ID document is produced by each member, together with the membership card, in order for the SERVICE PROVIDER to verify the identity and membership of the particular PSEMAS member, prior to rendering the Professional Service.

- 4.8 In the event of a member claiming that his/her/its card has become lost/destroyed, the SERVICE PROVIDER shall first verify the current valid membership of the particular member with the Administrator and in addition, the SERVICE PROVIDER shall confirm the particular member's identity by verifying the member's identity document.
- 4.9 In instances of fraud and/or dishonesty and/or false representations by a member, it is agreed that the MINISTRY shall not be required to pay the SERVICE PROVIDER for such services so rendered and in such an instance the member will be fully liable for the payment thereof. The MINISTRY further disclaims any claim by the SERVICE PROVIDER in such instances as mentioned hereinbefore.
- 4.10 The SERVICE PROVIDER shall exhaust all reasonable efforts to prevent any member from abusing, misusing or over-utilizing PSEMAS.
- 4.11 The SERVICE PROVIDER shall, as required from time to time, be provided by the MINISTRY with practice analysis and the MINISTRY shall have the right to consult with the various Boards/Societies in the Health Care Industry relating to norms, trends and peer review(s).
- 4.12 It is expected from the SERVICE PROVIDER to have thorough knowledge of and abide by the PSEMAS Rules and Regulations and the SERVICE PROVIDER may, during the subsistence of this Agreement, contact the Administrator to procure any information relating to same.

4.13 The MINISTRY may amend the PSEMAS Rules & Regulations from time to time, which amendments shall only become operational after 60 days' prior notification has been given to the SERVICE PROVIDER.

5. PROCEDURE FOR PROCESSING AND RELATED MATTERS

5.1 The SERVICE PROVIDER undertakes to submit to the ADMINISTRATOR a claim for Professional Services rendered to a member within 30 (thirty) days from the date on which the Professional Services were so rendered. The claim shall be submitted in the prescribed manner and shall contain such information as further detailed in this Agreement, or as required by the MINISTRY from time to time.

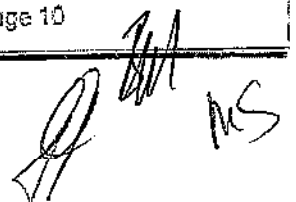
5.2 Upon receipt of the claim so submitted by the SERVICE PROVIDER, the Administrator, on behalf of the MINISTRY, will verify and consolidate the claims.

5.3 Payment by the MINISTRY to the SERVICE PROVIDER shall be subject to the following conditions:

5.3.1 The member is a current and valid member of PSEMAS whose benefits are not exhausted or insufficient;

5.3.2 The claim complies with the specific terms and conditions of this Agreement and there exist no *prima facie* irregularity in respect of the claim itself, or the claim format or process.

5.4 Payments to the SERVICE PROVIDER shall be effected by the MINISTRY within 30 (thirty) days of receipt of claims, received

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either electronically through electronic data interchange (or modem, tapes, stiffer, floppy, disc medium, etc.) or manual hard copy claims (paper). After receipt of a statement by the Administrator, recording and specifying the processed claims and correct payments due to the SERVICE PROVIDER, the Administrator, on behalf of the MINISTRY, will print and forward the SERVICE PROVIDER's cheque to the SERVICE PROVIDER by mail or as is otherwise agreed.

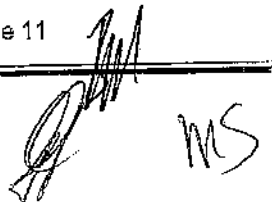
5.5 It is further agreed that in instances where a claim reaches the Administrator more than 180 (one hundred and eighty) days

from the date on which the Professional Services were so rendered to a member, payment of the claim shall be at the exclusive discretion of the MINISTRY.

5.6 The Administrator is responsible for the assessment, on behalf of the MINISTRY, of all claims submitted by the SERVICE PROVIDER. The SERVICE PROVIDER agrees that all correspondence and communication regarding claims will be directed to the Administrator. The parties record and agree that the MINISTRY will not attend, or be required to attend, to any enquiries resulting from the submission of claims to the Administrator, unless such enquiry is appropriately channeled through the Administrator.

5.7 The SERVICE PROVIDER agrees only to submit claims based on professional tariffs which specifically arise from Professional Services rendered to members.

5.8 The parties record and agree that a claim which is not submitted according to the provisions of this Agreement, will not be considered for payment.



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6. VALIDITY OF THE CLAIM(S)

- 6.1 Members of PSEMAS and the SERVICE PROVIDER must sign the specified claim(s) when obtaining the Professional Service from the SERVICE PROVIDERS for submission of claims.
- 6.2 The member or his/her dependant(s) must be furnished with proof of the total amount to be claimed from PSEMAS by the SERVICE PROVIDER for the Professional Service(s) rendered.
- 6.3 The SERVICE PROVIDER will not be allowed to split the bill causing the member to pay more than the applicable 5% levy of the agreed tariff stipulated by the MINISTRY as guaranteed payment and subsequently holding the member responsible for more than the actual agreed tariff for PSEMAS, thereby charging a higher tariff than the tariff that has been set by the MINISTRY for PSEMAS. In such an instance, the SERVICE PROVIDER will act in contravention of this Agreement, which will invalidate the agreement with immediate effect.
- 6.4 All claims to be considered for payment shall indicate and contain the following details:
- Name and initials of the member as per membership card;
 - Postal address of the member;
 - Membership number as per membership card;

- ✓ Date of birth (dd/mm/yy) and initials of dependant(s) as per membership card where applicable;
- ✓ Date that the service was rendered;
- ✓ Detailed description by tariff code, tariff amount, name of medicine, strength, quantity and price of medicine;
- ✓ Signature of the SERVICE PROVIDER in his/her own capacity;
- ✓ Signature by the member;
- ✓ Copy of the identification document of the member.

- 6.5 Hard copies of all claims are required for submission, irrespective of the mode of submission, e.g. electronic format.
- 6.6 The MINISTRY shall further be entitled to require any other additional information as communicated to the SERVICE PROVIDER from time to time.
- 6.7 The MINISTRY is further entitled to such additional information regarding the claim and the particular Professional Service as it may from time to time deem necessary and appropriate.



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7. FEE OF PROFESSIONAL SERVICES RENDERED

7.1 The professional tariff at which the Professional Service(s) will be rendered to members of PSEMAS, unless otherwise agreed, will not exceed the tariff determined, and as may be amended from time to time on 60 (sixty) days' prior written notification by the Ministry of Finance for PSEMAS.

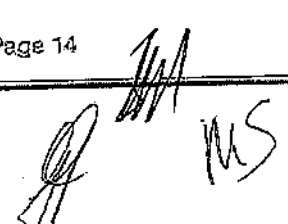
7.2 Nothing contained in clause 7.1 *supra* above shall be construed as prohibiting the SERVICE PROVIDER from rendering Professional Services at a lesser tariff.

8. PROHIBITION OF CESSION

The SERVICE PROVIDER shall not cede any of his/her rights, title and interests hereunder to any other person whomsoever without the prior written consent of the MINISTRY, which consent shall not be unreasonably withheld.

9. CHANGE IN STATUS

9.1 In the event that the SERVICE PROVIDER intends changing its status, the SERVICE PROVIDER shall, at least 60 (sixty) days prior to such change taking effect, notify the MINISTRY in writing of such intended change. A change of SERVICE PROVIDER status shall, at the sole discretion of the MINISTRY, entitle the MINISTRY to invoke the provisions of clause 12.2 hereof and/or require the SERVICE PROVIDER (in its new status) to conclude a new agreement with the MINISTRY.

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9.2 Nothing contained in this clause shall be construed as derogating from any other rights or entitlements which the MINISTRY may enjoy in law or in regard to any other provision of this Agreement.

9.3 For the purposes of this clause, a change of status shall, in the event that the SERVICE PROVIDER being a close corporation or company, include, but not be limited to mean, the selling, transfer or otherwise disposal of 5% (five percent) or more of the members' interest/shares in the SERVICE PROVIDER.

10. MEMBERSHIP CARDS

10.1 The SERVICE PROVIDER undertakes and agrees to inspect the membership card of each and every member who wishes to engage the SERVICE PROVIDER's services and satisfy himself that it is *prima facie* valid and in order. The SERVICE PROVIDER shall, by all reasonable means, satisfy himself that the particular member is entitled for payment by the MINISTRY for the Professional Service so rendered. The SERVICE PROVIDER shall in addition also require the member to produce his/her identity card so as to compare and verify the identity of the member with the particulars displayed on the membership card.

10.2 The parties to this Agreement agree that the mere presentation of a membership card to the SERVICE PROVIDER by a person, including a member, shall not, by virtue of such presentment, render the MINISTRY liable, in any manner whatsoever, for payment of the costs of any Professional Services rendered or damages incurred or suffered by the SERVICE PROVIDER relating to such person or member, pursuant to his/her sole

reliance on the membership card as evidence of PSEMAS membership and the extent of benefits to which such person or member is entitled.

11. INVESTIGATIONS, SUSPENSION AND RELATED MATTERS

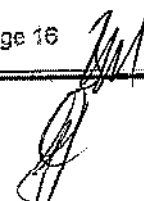
11.1 In the event of the MINISTRY receiving a complaint from a member or any other person in connection with any matter to which this Agreement relates, the MINISTRY will investigate and mediate upon such complaint and will conduct the necessary investigation and mediation in such a manner as it may decide in its sole and absolute discretion.

11.2 The SERVICE PROVIDER agrees to co-operate, as far as can reasonably be expected from him, in any investigation in terms of clause 11.1 *supra* and accord such co-operation to the MINISTRY, including its agents and representatives contemplated in this Agreement.

11.3 The MINISTRY and its duly authorised agents or representatives shall be entitled, during normal business hours, to enter the premises of the SERVICE PROVIDER and shall have the right to inspect the books, documents, correspondence, records and any

other relevant information that relates to this Agreement, or matters arising from or which are incidental thereto, whether directly or indirectly.

11.4 The SERVICE PROVIDER undertakes to further furnish, without undue delay, such information relating to or incidental to any matter governed by this Agreement. The SERVICE PROVIDER shall be obliged, upon request of the MINISTRY, or any of its

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authorised agents or representatives, to furnish, at the cost of the MINISTRY, copies of any documents reasonably required by the MINISTRY in order to investigate any query, dispute or audit relating to or incidental to the matters relating to this Agreement.

11.5 Where the SERVICE PROVIDER is found by the MINISTRY, upon initial investigation, to have committed fraud and/or dishonesty and/or false representations, or has engaged in a dishonest business practice, relating to this Agreement, the operation of this Agreement shall immediately become suspended pending the outcome of further investigations by the MINISTRY and/or other appropriate authorities. This Agreement will automatically terminate in the event that the results of the initial investigation referred to herein are confirmed consequent to further investigations referred to above.

11.6 The parties record that, with respect to events contemplated in clause 11.5, the member's membership of PSEMAS will similarly be suspended pending the outcome of any investigations carried out by the MINISTRY to determine the extent, if at all, of the member's complicity with respect to the events contemplated in clause 11.5 or *vice versa*.

12. DURATION AND EARLY TERMINATION

12.1 This Agreement shall commence on date of signature hereof and shall continue to be in full force and effect until same is terminated as provided for in this Agreement.

12.2 Notwithstanding anything to the contrary contained in this Agreement, and subject to an express and contrary written indication from the MINISTRY, this Agreement shall automatically terminate if one or any of the following occurs:

12.2.1 The SERVICE PROVIDER is a company or a close corporation and the company or close corporation, or any shareholder or member thereof, as the case may be, disposes, transfers, donates or otherwise alienates shares in the SERVICE PROVIDER company or corporation; or

12.2.2 The SERVICE PROVIDER comprises a partnership and any change in the constitution of the partnership takes place or the partnership is dissolved for whatever reason; or

12.2.3 The SERVICE PROVIDER is declared insolvent, sequestrated or liquidated (whether provisionally or finally); or

12.2.4 The SERVICE PROVIDER cedes its right, title and interest under this Agreement to any third party without first having obtained the written consent of the MINISTRY;

12.2.5 The SERVICE PROVIDER is a sole proprietor who forms a partnership with another service provider(s).

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12.3 Termination of this Agreement on any basis as provided for in this Agreement shall relieve the parties from any future obligations in terms of this Agreement; and

12.4 This Agreement can also be terminated at the election of either party, provided that the party so wishing to terminate this Agreement, shall advise the other party thereof, in writing, on at least 60 (sixty) days' prior written notice.

13. ARBITRATION

13.1 A dispute between the parties relating to any matter arising out of this Agreement or the interpretation thereof shall be referred to arbitration, by any of the parties, by way of a notice to the other party, in which notice particulars of the dispute are set out.



13.2 Such arbitration proceedings shall be held in Windhoek, Namibia, and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out –

13.2.1 the usual formalities of procedure (*e.g. there shall not be any pleadings or discovery*);

13.2.2 the strict rules of evidence;

13.2.3 immediately and with a view to it being completed within 21 (twenty-one) calendar days after it is demanded.

13.3 The arbitrator for such arbitration proceedings shall –

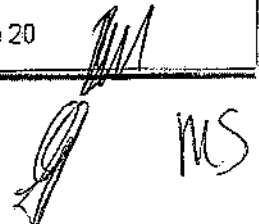



13.3.1 If the matter in issue is primarily an accounting matter, be an independent auditor with at least 5 (five) years experience, agreed upon by the parties and, failing agreement, nominated by the chairperson for the time being of the Namibian Institute of Chartered Accountants; or

13.3.2 any other matter, be a practicing legal practitioner, admitted as such in accordance with the legislation of the law governing the Agreement, with at least 10 (ten) years experience, agreed upon by the parties and, failing agreement, nominated by the President for the time being of the Law Society of Namibia; or

13.3.3 in the event where the parties are unable to agree whether the nature of a dispute is primarily of an accounting nature, technical nature or any other nature, then the nature of that dispute shall be decided by a practicing legal practitioner, admitted as such in accordance with the legislation of the law governing the Agreement, with at least 15 (fifteen) years experience, agreed upon by the parties and, failing agreement, nominated by the President for the time being of the Law Society of Namibia.

13.4 The decision of the arbitrator shall be final and binding on the parties, who shall summarily carry out that decision and either of the parties shall be entitled to have the decision made an order of any court with competent jurisdiction.

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13.5 The "arbitration" clause in the Agreement shall be severable from the rest of this Agreement and therefore shall remain effective between the parties after this Agreement has been terminated.

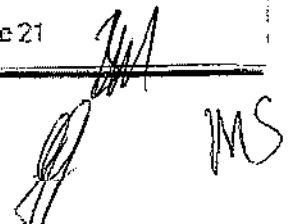
13.6 No clause in this Agreement which refers to arbitration shall mean or be deemed to mean or interpreted to mean that either of the parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

14. BREACH

Should any party commit an irremediable breach or a remediable breach of any material provision of this Agreement [and fail to remedy the lastmentioned breach within **14 (fourteen) days** after having received written notice from the other party requiring it to do so], then the party aggrieved by such breach shall be entitled, without prejudice to any of its other rights in law, to cancel this Agreement and to claim damages, or to claim specific performance of all the defaulting party's obligations whether or not such obligation would otherwise then have fallen due for performance, in either event without prejudice to the agreed parties' rights to claim for damages.

15. NECESSARY POWERS AND AUTHORISATIONS

15.1 The Parties undertake to pass all resolutions, sign all documents and take all reasonable and necessary steps to give effect to and ensure the proper discharge of their respective duties in terms of this Agreement.

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15.2 The signatories to this Agreement warrant that they are duly authorised to sign this Agreement and bind the parties to the terms and conditions contained herein.

16. CONFIDENTIALITY

16.1 The parties agree to disclose confidential information to the other as far as it may be necessary to enable the other party to fulfill its obligations and carry out its functions under this Agreement.



16.2 Both parties agree that they will not, during the course of its association with the other, or at any time thereafter, disclose confidential information to any third party for any reason or any purpose whatsoever without the prior written consent of the other.

17. DOMICILIUM

17.1 The parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 17.2 below, but such *domicilium* of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

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17.2.1 The Ministry: The Permanent Secretary of the
 Ministry of Finance
 Fiscus Building
 John Meinert Street


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Private Bag 13295
Windhoek
Republic of Namibia

17.2.2 The Service


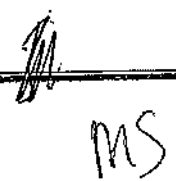
Provider:

ROSH CARE HEALTH CENTRE - Physiotherapy
SIDADI CLINIC BUILDING
ERF 24, ONDJE DRIVE
ROSH PINAH
NAMIBIA

17.3 Any notice, demand or other communication properly addressed by either party to the other party at the latter's *domicilium* in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the 14th business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods (including telefacsimile) for the transmission or delivery of notices, acceptances and other communications, but no presumption of delivery shall arise if any such other means or method is used.

18. NON-WAIVER

18.1 Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this Agreement by reason of such party having at any time granted any extension of time for, or having shown any indulgence to the other party with reference to, any payment or performance hereunder, or having failed to enforce, or delayed

in the enforcement of, any right of action against the other party.

18.2 The failure of either party to comply with any non-material provision of this Agreement shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.

19. NOVATION

The parties hereby agree that this Agreement shall supercede all previous agreements (*whether in writing or not*) made by the parties in respect of the service providers for PSEMAS and accordingly this Agreement constitutes a novation of any previous agreement(s) between the parties.

20. SEVERABILITY

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any risk of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to the other party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original interest of the parties as closely as possible in an acceptable manner to the end that transaction contemplated hereby are fulfilled to the greatest extent possible.

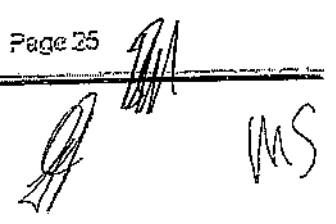
21. WHOLE AGREEMENT

21.1 This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof.

21.2 No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

21.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.

21.4 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

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