



COLIBRI FREE LOAN AGREEMENT (“Agreement”)

This Colibri Free Loan Agreement is entered into as of _____ (“Effective Date”) by and between Arctec (Pty) Ltd and its related entities (“Supplier”), and _____ (“Client”) together comprising the parties (“Parties”).

WHEREAS, the (“Supplier”) will provide a Colibri Book Covering (“Machine”) and grants a free loan of the (“Machine”) to the (“Client”) and the (“Client”) accepts the use of the (“Machine”), the (“Parties”) agree as follows:

1. The (“Client”) accepts that the (“Machine”), Serial Number _____ has been received in an excellent condition.
2. The (“Client”) accepts to guard the (“Machine”) received with the maximum care and diligence, and to use it with the sole purpose of covering books, exercise books and publication of similar sort, encapsulating documents, using exclusive Colibri covers and document pockets.
3. The (“Client”) accepts that the (“Machine”) is only to be utilised to provide the services described in paragraph (2.) for the (“Client”) customers at the (“Client”) premises as per address stated below.
4. The use of the (“Machine”) is not allowed, even temporarily, to a third party without the written consent of the (“Supplier”). Breach of this clause will result in termination of this (“Agreement”).
5. This (“Agreement”) is subject to the (“Client”) purchasing at least 750 Colibri covers or document pockets bi-annually (6 Months). Should this condition not be met by the (“Client”), the (“Supplier”) has the right to cancel this (“Agreement”) and the (“Client”) is obliged to return the (“Machine”) to the (“Supplier”) in the same condition in which it was received. Should the condition of the (“Machine”) not be in the same condition as it was received by the (“Client”), the (“Client”) is obliged to pay all necessary costs to the (“Supplier”) to ensure that the (“Machine”) is restored to the same condition as it was initially received.
6. The maintenance costs of the (“Machine”) will be taken care of directly by the (“Supplier”). (“Machine”) breakdown or maintenance due to operators’ negligence will be to the expense of the (“Client”).
7. Neither party shall assign this (“Agreement”) without the other party’s consent. Notwithstanding the foregoing, however, a party shall have the right to assign this (“Agreement”) to an entity that purchases all or substantially of its assets as a result of a merger, sale of equity interest or otherwise, provided that the entity agrees in writing to be bound by the terms of this (“Agreement”), and provided that such assignment shall not release the party from its obligations hereunder.
8. Either party may terminate this (“Agreement”) by providing thirty (30) days advance written notice to the other.
9. If any provision of this (“Agreement”) is held to be illegal, invalid or unenforceable, such provision shall be eliminated to the extent that it is illegal, invalid or unenforceable without invalidating the remainder of such provision or the remaining provisions of this (“Agreement”).
10. This (“Agreement”) shall be governed by and construed under the laws of South Africa and the parties hereby submit to the exclusive jurisdiction of the South African Courts. Both parties agree to Arctec’s standard Terms and Conditions printed on the reverse side.

For: Arctec (Pty) Ltd,

For: _____,

Company Registration Number: 1999/19968/07

Company Registration Number: _____

Address: Unit 11, Barbeque Terrace

Address: _____

Dytchley Road

Kyalami, Midrand

Johannesburg

Signed at _____

Signed at _____

this _____ day of _____ 20__

this _____ day of _____ 20__

Name: _____

Name: _____

Signature: _____

Signature: _____