CHS Guns & Ammunition CC

Unit 2 Hazelden House, 6 Delson Circle
Somerset West Business Park, 7130

Tel 021 851 1564

aziza@chsguns.co.za
www.chsguns.co.za

Licence #: 0002845

APPLICATION FOR STORAGE SERVICES

CUSTOMER INFORMATION

Customer Name (Natural person / Juristic Person)	
Client ID Number (provide certified ID copy) or Client Licence Number / Registration Number	
Residential Address (provide proof of residence) or Registered Address (provide CIPC documents)	
Cellphone Number	
E-mail	
Is customer the licence holder for firearm to be stored?	
When does licence expire? (provide copy of licence)	
Is client an Executor? (provide letter of appointment)	
Has Executor complied with the Firearms Control Act?	
Is deceased's licence still valid?	
If not – did it expire before or after death?	

STORAGE INFORMATION (PROVIDED THAT LICENCE DOES NOT EXPIRE BEFORE LAPSING OF STORAGE PERIOD)

Administration Fee payable? (yes / no)								
Period of Storage @R150 per month (depends of period of licence validity)	Monthly (clause 16.3)		3 months (Clause16.4)		6 months (Clause16.4)		12 months (Clause16.4)	

Please see the CHS Guns and Ammunition CC Standard Storage Terms and Conditions for storage period renewal responsibility and licence renewal responsibility.

36 month option motivation:

_____

_____

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FIREARM / AMMUNITION PARTICULARS OF FIREARM TO BE STORED

MAKE / FACTORY	
MODEL	
SERIAL NUMBER	
CHAMBERING	
AMMUNITION NUMBER OF UNITS	
STATE OF FIREARM /COMMENTS:	

I, the undersigned, agree that my dealings with CHS Guns and Ammunition shall be governed by and Standard Storage Conditions. Receipt is hereby acknowledged of the said Standard Trading Conditions.

_____ (CLIENT SIGNATURE) AT SOMERSET WEST ON THIS ____ DAY OF _____ 20____.

The Signatory warrants that he/she is duly authorized to sign this document and that all information provided is accurate and correct.

The following are the STANDARD STORAGE CONDITIONS of CHS Guns and Ammunition CC herein referred to as CHS

These standard trading terms and conditions can be found at www.chsguns.co.za.

1. INTERPRETATION

In these trading terms and conditions

1.1. the headings to the clauses are for reference purposes only and shall not aid in the interpretation of the clauses to which they relate;

1.2. unless the context clearly indicates a contrary intention, words importing anyone gender include the other two genders, the singular includes the plural and vice versa, and natural persons include created entities (corporate or unincorporate) and vice versa;

1.3. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning namely -

1.3.1. "CHS" means CHS Guns and Ammunition CC with its principal place of business and storage facilities at 159 Main Road, Somerset West, Cape Town;

1.3.2. "customer" means any person at whose lawful request or on whose behalf CHS undertakes any storage services;

1.3.3. "goods" means any firearms or ammunition stored on behalf of or at the instance of the customer or stored by CHS, which come under the control of CHS or its responsible persons, lawful servants or lawful nominees on the instructions of the customer, and includes any container, bag, optics, accessories, package or any other form of covering, packaging, container or equipment used in connection with or in relation to such goods.

2. APPLICATION OF STORAGE TERMS AND CONDITIONS

Subject to clause 3, all and any business undertaken or services provided by CHS, whether gratuitous or not, is undertaken or provided on these trading terms and conditions.

3. APPLICABLE LEGISLATION

3.1. CHS is obliged, in the execution of any of its duties and/or responsibilities as a licenced Firearms Dealer in terms of the Firearms Control Act 60 and 2000 as well as its Regulations as amended from time to time, to comply with any common law or legislative enactment ("the law") of any nature whatsoever, then CHS by complying therewith, shall not be deemed to waive nor abandon any of its rights in terms of these trading terms and conditions.

3.2. In addition, thereto, in complying with the law, CHS shall not be deemed to have assumed any risk, onus, obligation, responsibility or liability in favour of the customer.

3.3. Any obligation or onus flowing from the need to comply with applicable laws or legislation will become that of the customer and any costs associated with such compliance shall be borne by the customer and will be payable to CHS by the customer within the required period as stipulated in a written notice to the customer. If any of the terms of these trading terms and conditions is repugnant to or in conflict with the law, then and in such event the conflicting term embodied herein shall be deemed to be amended and/or altered to conform therewith, and such amendment and/or alteration shall not in any way affect the remaining provisions of these trading terms and conditions.

4. FIREARMS CONTROL ACT REGULATIONS AND THE PROVISION OF STORAGE / SAFEKEEPING FACILITIES OF FIREARMS

CHS complies fully with Regulation 67 of the Firearms Control Act in that its storage facilities meet the prescribed SABS safe storage requirements. CHS may only provide such storage to persons who are lawfully in possession of the firearms and / or ammunition to be stored. CHS confirms that any firearms stored with CHS will be unloaded and not readily accessible to unauthorised use. CHS fully complies with Regulation 86 and confirms that CHS's storage facilities are on the premises demarcated on its dealer's licence conferred upon it by the Central Firearms Registrar. CHS will further accept Section 21 Permits / Authorisations if the Registrar's conditions allow for safe-storage at the CHS premises. CHS will also, in observance of Regulation 103, store estate firearms, for which storage the Executor of such deceased estate will make timeous payment and have a right of recourse against the Estate for any amounts paid to CHS for the storage of estate firearms under the Executor's mandate to CHS.

6. EXCLUSION OF OBLIGATIONS OF COMMON OR PUBLIC CARRIER

CHS deals with goods only subject to these terms and conditions and only on the basis that it is neither a common carrier nor a public carrier.

7. CHS'S GENERAL DISCRETION

7.1. Notwithstanding anything to the contrary herein contained, if at any time CHS should consider it to be in the customer's interests, for compliance with applicable laws or for the public good to depart from any of the customer's instructions, CHS shall be entitled to do so and shall not incur any liability in consequence of doing so.

7.2. If events or circumstances come to the attention of CHS, its agents, servants, or nominees which, in the opinion of CHS, make it in whole or in part, impossible or impracticable for CHS to comply with a customer's instructions CHS shall take reasonable steps to inform such customer of such events or circumstances and to seek further instructions. If such further instructions are not received within 7 days by CHS in writing, CHS shall, at its sole discretion, be entitled to terminate this agreement and to act in accordance with clauses 11.1.3 and 11.1.4.

7.3. Should it come to the attention of CHS, its agents, servants or nominees that the customer, its agents, servants or nominees or any party involved in the provision of services for the customer (which involves CHS), is involved in any criminal activity or any form of corruption, CHS will be entitled to immediately terminate the agreement and shall not incur any liability in consequence of doing so. CHS shall further be entitled to immediately report any such criminal or corrupt activity by the

customer or any of its agents, servants or nominees to the relevant authorities. Any amounts due to CHS shall become due, owing and payable immediately and may be recovered in accordance with clauses 11.1.3 and 11.1.4 hereunder.

8. CUSTOMER'S RISK

All handling, packing and storage of goods by or on behalf of the customer by CHS are effected at the sole risk of the customer, and the customer indemnifies CHS accordingly.

9. INSURANCE

Unless otherwise agreed in writing CHS shall not be under any obligation to obtain insurance in respect of the goods lawfully stored by CHS at its premises under customer mandate. Should any insurer dispute its liability in terms of any general insurance policy in respect of the CHS premises, CHS shall not have any responsibility or liability whatsoever in relation thereto. The insurance of the goods shall remain the sole obligation and duty of the customer to ensure that the goods are adequately and properly insured before and during the performance of the services. CHS shall not be held liable for any damages or loss flowing from underinsurance of the goods by the customer and it remains the responsibility of the customer.

10 CUSTOMER'S UNDERTAKINGS

12.1 The customer warrants that –

10.1.1 it will make timeous payment of all payment obligations set out in these storage terms and conditions;

10.1.2 it will perform timeously and fully with all obligations set out in accordance with the terms set out in these storage terms and conditions;

10.1.3 it is either the licenced owner or the Executor of the deceased estate of a deceased licenced owner of any goods in respect of which the customer instructs CHS and that each such person (or Estate) is bound by these trading terms and conditions;

10.1.4 in authorising the customer to enter into any contract with CHS and/or in accepting any document issued by CHS in connection with such contract, the customer is bound by these trading terms and conditions for itself and its agents and for any parties on whose behalf it or its agents may act, and in particular, but without prejudice to the generality of the aforegoing, it accepts that CHS shall have the right to enforce against them jointly and severally any liability of the customer under these trading terms and conditions or to recover from them any sums to be paid by the customer which upon proper demand have not been paid;

10.1.5 all information and instructions supplied or to be supplied by it to CHS is and shall be accurate, true and comprehensive, and in particular, without derogating from the generality of the aforegoing, the customer shall be deemed to be bound by and warrants the accuracy of all descriptions and other particulars furnished to CHS for storage purposes, and the customer warrants that it will not withhold any necessary or pertinent information, and indemnifies CHS against all claims, losses penalties, damages, expenses and fines whatsoever, whensoever and howsoever arising as a result of a breach of the aforegoing whether negligently or otherwise;

10.1.6 all goods will have valid licences;

10.1.7 the customer will remain solely responsible to renew such firearm licence timeously and indemnifies CHS of any responsibility to remind the customer;

10.1.8 the customer indemnifies CHS against any claim for damages or other consequences for any administrative failure by the customer in respect of licencing the firearms;

10.1.9 CHS will not be required to provide storage for customers whose firearm licences have expired;

10.1.10 the customer will expedite any necessary licencing or acts of lawful compliance should CHS request it;

10.1.11 it will refrain from involving itself in criminal activities in respect of any dealings to which CHS is a party.

11 **SAPS 534 SIGNED AND DELIVERED TO CHS AS SECURITY FOR NON-PAYMENT OR FAILURE TO PERFORM BY CUSTOMER**

11.1.1 Each customer making use of the storage services will be required to sign a Transfer of Firearm Ownership (SAPS 534) form (as envisaged at Section 125(2)(a)(iii) of the FCA).

11.1.2 This form will be completed and signed in the original by the customer and delivered to CHS to be held as security in favour of CHS and to be used exclusively in the circumstances envisaged at clauses 12 and 13 hereunder.

11.1.3 Should the customer fail to collect the firearm within 15 calendar days' plus 3 further penalty storage months after the lapsing of a storage period, fail to make payment for a period of 3 consecutive months and / or furnish proof of its renewal of a licence for a firearm being stored by CHS 30 days before the expiry of such firearm's licence, the responsible person of CHS will submit the SAPS534 form, duly signed and completed by the customer and CHS (held as security by CHS) to the firearm transfer process and transfer such firearm as well as any ammunition handed in therewith onto its dealer stock.

11.1.4 As soon as the firearm has been transferred to CHS dealer stock, CHS is the lawful owner of the firearm and may exercise its discretion (independent of any input or challenge by the customer) and all rights and entitlements enjoyed by the lawful owner and possessor of a firearm.

11.1.5 The customer hereby acknowledges that he / she shall waive any right, interest or title in respect of the goods transferred to CHS dealer stock and CHS will become the lawful owner of the goods and may do with such goods as it may deem fit (in the exercise of its own discretion), which includes, *inter alia* and non-exhaustively, selling such goods to defray costs, settle arrears due, owing and payable to CHS and clear storage space.

12. RECOVERY OF DEBTS DUE TO CHS

12.1. CHS shall be entitled to recover any amounts due to it by the customer from the customer, irrespective if the customer acts as an agent for a disclosed or undisclosed principal. However, CHS will be entitled to pursue the customer's principal as a co-debtor.

12.2. CHS shall be entitled to recover any amounts due to it by the customer and / or its principal by virtue of services rendered in terms of this agreement as per the instructions of the customer and / or payments on behalf of the customer and / or in the exercise of its discretion as provided for in these terms and conditions.

12.3. CHS shall be entitled to enforce clauses 11.1.3 and 11.1.4 should the customer fail to make payment for three consecutive months and fail to respond within 5 business days to any written demand for payment by CHS delivered per e-mail to the customer to the customer's nominated e-mail address set out on the covering page hereof (it is the sole responsibility of the customer to advise CHS of any changes to the customer's contact information).

13. **LICENCING DUTIES OF CLIENTS**

13.1. All goods will have valid licences.

13.2. The customer will remain solely responsible to renew such firearm licence timeously and indemnifies CHS of any responsibility to remind the customer.

13.3. The customer indemnifies CHS against any claim for damages or other consequences for any administrative failure by the customer in respect of licencing the firearms and should such licence expire whilst in storage with CHS – the Customer is to immediately collect such firearm(s) from CHS and pay any balance due, owing and payable to CHS.

13.4. Should CHS note that a licence of a firearm being storied with CHS is due to expire, it may (this in no way constitutes an undertaking or obligation), without assuming any risk, responsibility or liability to the customer whatsoever, in writing request that the customer attends to the renewal of such licence timeously (before such licence's expiry).

13.5. Should any customer making use of the CHS storage services not be able to furnish CHS with proof of the customer having applied for the renewal of the firearm's licence before 30 days prior to the licence's expiry, CHS may transfer such firearm to its

dealer stock (using the signed SAPS 534 form held as security by CHS) in the thirty days preceding the expiry of the customer's licence for that firearm as envisaged at clauses 11.1.3 and 11.1.4 above.

14. GOODS REQUIRING SPECIAL ARRANGEMENTS

CHS will only provide storage as envisaged in the Firearms Control Act and its Regulations and shall not accept, provide storage facilities for or deal with narcotics, pharmaceuticals, illegal illicit substances, explosives, explosive propellants, wild animals, bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants on behalf of the customer.

15 PERISHABLE GOODS

19.1 Without limiting or affecting any other terms of these trading terms and conditions, goods (whether perishable or otherwise) in the care, custody or control of CHS may be subject to clauses 11.1.3 and 11.1.4 and be sold or disposed of by CHS without notice to the customer, if -

15.1.1 such goods have begun to deteriorate or are likely to deteriorate to the extent of partial or total loss; and / or

15.1.2 the customer cannot be contacted; and / or

15.1.3 the goods have not been collected or accepted by the customer after the expiration of 21 days from CHS notifying the customer in writing to collect or accept such goods.

16 PAYMENT BY THE CUSTOMER

16.1. FOR TRANSFERS TO DEALER STOCK

Unless otherwise specifically agreed by CHS in writing the customer shall pay to CHS:

16.1.1 upon booking into storage, in cash and immediately an administration fee of R350.00 and thereafter.

16.1.2 R150 per month for storage, commencing on or before the last day of the month in which the goods are booked into CHS storage.

16.2. CHS shall be entitled to enforce clauses 11.1.3 and 11.1.4 should the customer fail to make payment of the storage fees for three consecutive months and fail to respond within 5 business days to any written demand for payment by CHS delivered per e-mail to the customer to the customer's nominated e-mail address set out on the covering page hereof (it is the sole responsibility of the customer to advise CHS of any changes to the customer's contact information).

16.3. FOR SIMPLE **STORAGE (MAXIMUM OF 36 months)**

Unless otherwise specifically agreed by CHS in writing the customer shall pay to CHS:

16.3.1. upon booking into storage, in cash and immediately an administration fee of R350.00; and thereafter

16.3.2. R150 per month for storage, commencing on or before the last day of the month in which the goods are booked into CHS storage.

16.4. FOR FIXED **TERMS STORAGE** Any customer wishing to store a firearm for a fixed period, will nominate on the cover page (data sheet) of these terms and conditions the period for which the goods will be stored by CHS and will make full payment of the storage fees for that period calculated at R150.00 per month plus an administration fee of R350.00, which amount shall be non-refundable despite earlier collection of the firearm.

16.5. Goods stored for a fixed period as envisioned at clause 16.4 may be renewed by one months' written renewal notice to CHS (delivered to admin@chsguns.co.za) for an additional fixed period whereupon, payment of the administration fee and storage fees for that renewal period will be paid within 30 days of such notice (provided that the licence does not expire in that renewal period) to CHS.

16.6. Should any client fail to renew the storage period timeously (by way of written notice and payment), it will have 15 calendar days from the expiry of the fixed storage period within which to collect the goods stored by CHS, failing which, CHS will retain the stored goods for a further period of 3 months at a penalty rate of R1 500.00 per month for storage, whereafter, clauses 11.1.3 and 11.1.4 will be enforceable by CHS in respect of the goods abandoned by the customer and the customer will not be entitled to any form of refund from CHS or entitled to any claim against CHS for the goods abandoned by the customer.

16.7. FOR FIREARMS PURCHASED FROM CHS

16.7.1. Upon the purchase of a firearm from CHS, the customer will receive 12 months of storage free of charge from the date of the goods / firearm purchased from CHS reflecting on CHS's dealer stock and upon the lapsing of the twelve month free storage period, unless otherwise specifically agreed by CHS in writing, the customer shall pay to CHS:

16.7.1.1. in cash and immediately an administration fee of R350.00 and thereafter;

16.7.1.2. R150 per month for storage, commencing on or before the last day of the thirteenth month of storage (for a maximum of 12 months).

16.7.2. After the lapsing of the further 12 month storage period envisioned at clause 16.7.1.2 - should any client fail to licence the goods stored by CHS for a further period of 3 months, CHS will retain the stored goods for a further period of 3 months at a penalty rate of R1 500.00 per month for storage, whereafter, clauses 11.1.3 and 11.1.4 will be enforceable by CHS in respect of the goods abandoned by the customer and the customer will not be entitled to any form of refund from CHS or entitled to any claim against CHS for the goods abandoned by the customer. CHS shall be entitled to enforce clauses 11.1.3 and 11.1.4 should the customer fail to make payment of the storage fees for three consecutive months and fail to respond within 5 business days to any written demand for payment by CHS delivered per e-mail to the customer to the customer's nominated e-mail address set out on the covering page hereof (it is the sole responsibility of the customer to advise CHS of any changes to the customer's contact information).

16.8. GENERAL ON PAYMENT

16.8.1. All sums due to CHS are without deduction or set-off and payments shall not be withheld or deferred on account of any claim or counterclaim which the customer may allege.

16.8.2. All and any moneys received by CHS from the customer shall be appropriated by CHS in its sole and absolute discretion in respect of any undisputed indebtedness owing by the customer to CHS, notwithstanding that the customer might, when making payment, seek to appropriate the payment so made to any particular debt or portion of a debt. The storage fees are reviewable and CHS may at any time, without any consequence, reasonably increase its storage fees and in so doing, notify its customers of such storage fee increase.

17. NO CLAIMS AGAINST CLOSE CORPORATION MEMBERS AND EMPLOYEES

The customer undertakes that no claims shall be made against any director, servant or employee of CHS which imposes or attempts to impose upon him any liability in connection with the rendering of any services which are the subject of these trading terms and conditions and hereby waive all and any such claims.

18. VARIATION OF THESE TRADING TERMS AND CONDITIONS

No variation of these trading terms and conditions shall be binding on CHS unless embodied in a written document signed by the responsible person of CHS. Any purported variation or alteration of these trading terms and conditions otherwise than as set out above shall be of no force and effect, whether such purported variation or alteration is written or oral or takes place before or after receipt of these standard trading terms and conditions by the customer.

19. NON WAIVER

No extension of time or waiver or relaxation of any of the trading terms and conditions shall operate as an estoppel against any party in respect of its rights under these trading terms and conditions, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with these trading terms and conditions.

20. GOVERNING LAW

These trading terms and conditions and all agreements entered into between CHS and the customer pursuant thereto and on the terms thereof shall be governed by and construed in accordance with the laws of the Republic of South Africa.

21 LIMITATION OF COMPANY'S LIABILITY

CHS shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising including but without limiting the generality of the aforesaid -

21.1.1 any negligent act or omission or statement by CHS or its servants, agents or nominees; and/or

21.1.2 any act or omission of the customer or agent of the customer with whom CHS deals; and/or
21.1.3 any loss, damage or expense arising from or in any way connected with the storage of any goods; and/or
21.1.4 any loss, damage or expense arising from or in any way connected with any circumstance, cause or event beyond the reasonable control of CHS, including but without limiting the generality of the aforesaid, strike, lock-out, stoppage or restraint of labour and acts of nature; and/or
21.1.5 damages arising from loss of market or attributable to delay in forwarding or in transit or failure to carry out any instructions given to CHS; and/or
21.1.6 damage or injury suffered by the customer or any person whatsoever arising out of any cause whatsoever as a result of CHS's execution or attempted execution of its obligations to the customer and/or the customer's requirements or mandate;
21.1.7 unless -
a) such claim arises from a grossly negligent act or omission on the part of CHS or its servants; and
b) such claim arises at a time when the goods in question are in the actual custody of CHS and under its actual control.

21.2. Notwithstanding anything to the contrary contained in these trading terms and conditions, CHS shall not be liable for any indirect and consequential loss arising from any act or omission or statement by CHS, its agents, servants or nominees, whether negligent or otherwise.

22 MONETARY LIMITATION OF LIABILITY OF CHS

22.1. In those cases, where CHS is liable to the customer in terms of clause 21.1.7 a) and b) -in no such case whatsoever shall any liability of CHS, howsoever arising, exceed whichever is the least of the following respective amounts -
22.1.1 the second-hand market value of the goods; or
22.1.2 double the amount of the fees raised by CHS for its services in connection with the goods.

22.2. If it is desired that the liability of CHS in those cases where it is liable to the customer should not be governed by the limits referred to in clause 21.1.7 - written notice thereof must be received by CHS before any goods or documents are entrusted to or delivered to or into the control of CHS (or its agents or sub-contractors), together with a statement of the value of the goods. Upon receipt of such notice CHS may in the exercise of its absolute discretion agree in writing to its liability being increased to a maximum amount equivalent to the amount stated in the notice, in which case it will be entitled to effect special insurance to cover its maximum liability and the party giving the notice shall be deemed, by so doing, to have agreed and undertaken to pay CHS the amount of the premium payable by CHS for such insurance. If CHS does not so agree the limits referred to in clause 22.1 shall apply.

23. BREACH

23.1. Should the customer breach any of these trading terms and conditions, CHS will be entitled to:

23.1.1. claim all amounts owing to CHS (even if subject to deferred payment obligations in terms of any credit extended to the customer by CHS), which amounts will become due, owing and payable to CHS immediately; or

23.1.2. cancel these trading terms and conditions and any agreement with the customer; and

23.1.3. enforce clauses 11.1.3 and 11.1.4 without further notice; and

23.1.4. claim for any damages or loss flowing from such breach; and

23.1.5. claim interest which will accrue upon any amounts due, owing and payable to CHS at the maximum permissible interest rate*; and*

23.1.6. claim legal costs incurred in recovering any amounts due and owing to it at the rate as between attorney and own client.

24. WARRANTIES AND REPRESENTATIONS BY CHS

CHS makes no warranties and representations to the customer save as may be specifically provided herein or as notified in writing by CHS to the customer from time to time. The customer acknowledges that CHS is not in any way bound by any oral statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee, representative or any person acting or purporting to act for or on behalf of CHS, whether negligently or otherwise unless such statements, representations, guarantees, promises, undertakings, warranties or inducements are supplied or made in writing by an employee duly authorised by written resolution of the board of directors of CHS in response to a written enquiry specifying accurately and in complete detail what information is required.

25. DISPUTES

25.1. Should there be any dispute of any nature whatsoever between the parties in regard to any aspect, matter or thing relating to these trading terms and conditions and whether or not CHS has executed its obligations in terms of any agreement it has with the customer, then and in such event the customer shall nevertheless be obliged to perform its obligations in terms of any such agreement as though CHS had performed properly and to the customer's satisfaction.

25.2. The customer's remedy, having performed its obligations as provided in clause 25.1, shall be limited to an action against CHS for repayment of either the whole or portion of the amount which the customer alleges, constitutes an overpayment.

25.3. Without affecting the generality of clauses 25.1 and 25.2 the customer shall not be entitled to withhold payment of any amounts, by reason of any dispute with CHS, whether in relation to CHS's performance in terms of any agreement, or lack of performance or otherwise, after which payment the customer's rights of action against CHS in terms of this clause can be enforced. Until such payment is made, any rights that the customer may have, shall be deemed not yet to have arisen and it is only the payment to CHS which releases such rights and makes them available to the customer in respect of any claim that he may have against CHS.

25.4. In any dispute between CHS and the customer CHS shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreement between it and the customer, until such time as the customer proves the contrary.

47. **SEVERABILITY**

If any provision of these terms and conditions is unenforceable, then such provision shall be severed from the remaining provisions of these terms and conditions which shall not be affected and shall of full force and effect.