

## TERMS AND CONDITIONS OF SALE

1. The CUSTOMER understands, acknowledges and unequivocally agrees that the conditions of contract referred to herein govern all quotations made by the COMPANY and all orders and/or agreed variations to orders. Any order received by the COMPANY from the CUSTOMER will only become final and binding on receipt thereof and acceptance of the same by the COMPANY which will be entitled in its own unfettered unilateral discretion to reject the order and fail to comply therewith and the CUSTOMER will have no dispute against the COMPANY in respect hereof and/or any part thereof on any basis whatsoever.
2. THE CUSTOMER acknowledges that no terms at variance with the terms and conditions of this contract and which have been sought to be introduced by THE CUSTOMER at any time shall be of any force and/or effect unless THE COMPANY has in writing, expressly and unambiguously agreed that the terms so sought to be introduced by THE CUSTOMER shall apply. Without derogating from the generality of the foregoing, THE COMPANY shall not be regarded as having so expressly agreed by virtue merely of THE COMPANY having agreed to execute an order in which inconsistent terms have been introduced by THE CUSTOMER and notwithstanding that THE COMPANY has not rejected such inconsistent terms.
3. All quotations given by the COMPANY to the CUSTOMER will remain valid for a period of 30 (thirty) days from the date of the quotation or until the date of issue of a new price list, (which price list will be furnished to the CUSTOMER by the COMPANY) whichever occurs first.
4. All quotations submitted by the COMPANY to the CUSTOMER are strictly subject to the availability of the goods.
5. Prices and discounts are those ruling at the date of dispatch of the goods and the Supplier reserves the right to adjust or change any prices and/or discounts at any time on reasonable notice to the Buyer.
6. The CUSTOMER agrees to the standard rates of the COMPANY for the goods to be sold exclusive of Value Added and/or other taxes which will be added to any invoice and/or statement and the CUSTOMER agrees to make payment thereof and in this regard:-
  - 6.1 The CUSTOMER agrees to pay the amount on the tax invoice including all taxes levied; and
  - 6.2 The CUSTOMER agrees to pay all additional costs resulting from any acts and/or omissions by the CUSTOMER;
  - 6.3 The CUSTOMER agrees that the amount contained in any tax invoice issued by the COMPANY to the CUSTOMER shall be due and payable upon delivery of the goods by the COMPANY to the CUSTOMER and is C.O.D;
  - 6.4 Save for what is set forth in paragraph 5.3 above, if payment as agreed is not C.O.D The Buyer acknowledges that payment is due within (30) thirty days from date of statement, or any other terms which may be agreed upon in writing between the Supplier and the Buyer, which date will be the last day of each succeeding month during which a particular delivery was made. Should the Buyer be entitled to any settlement, this is to be agreed in writing by the Supplier. To qualify for any settlement discount the payment needs to be reflected in the bank account of the Supplier on or before the last day of the month within the agreed terms.
7. The CUSTOMER and/or its duly authorized agent do hereby enter into this contract with the COMPANY and in consideration thereof the CUSTOMER (as well as any surety for the Customer whose signature appears below) do hereby irrevocably accept the following terms and conditions.
  - 7.1 If the COMPANY disburses any monies for and on behalf of THE CUSTOMER for any reason whatsoever and howsoever arising, the amount so disbursed will become due, owing and payable immediately upon the rendition of an invoice and statement delivered by the COMPANY to THE CUSTOMER without any dispute in regard thereto and must be payable within no later than 7 (SEVEN) days from date of such tax invoice and/or statement reflecting the cause of action relating and pertaining to the disbursement/s made in each case together with the quantum thereof.
8. A Certificate signed by a member of THE COMPANY shall be prima facie proof, until the contrary is proved, of the amount outstanding on the debt and any interest thereon which is due, owing and payable by the CUSTOMER as well as the due dates for payments thereof and the fact that the debt and any interest thereon has not been paid

and/or otherwise discharged and in respect of which Certificate, the COMPANY will be entitled to institute any action against the CUSTOMER whether by way of provisional sentence and/or otherwise.

9 The Buyer consents to the jurisdiction of the Magistrates' Court in terms of Section 45 of the Magistrates' Court Act, No. 32 of 1944, as amended, having jurisdiction under Section 28 of the said Act, notwithstanding that the claim may exceed the normal jurisdiction of the Magistrate' Court.

In the event of the Supplier or its agents instructing attorneys to collect from the Buyer an amount owing to the Supplier, the Buyer agrees to pay all costs on the scale as between attorney and own client, including collection commission and tracing charges.

In the event of the Supplier or its agent instructing a Debt Collector to collect from the Buyer an amount owing to the Supplier, the Buyer agrees to pay collection commission in accordance with the Debt Collectors Act (Act. 114 of 1998).

9.1 Notwithstanding clause 9.1 above, THE COMPANY shall be entitled, but not obligated, whether legal action has commenced or not, to submit any dispute between the parties to arbitration. The arbitration shall be held in the town/city of principal business of THE COMPANY within 60 (sixty) days after it has been demanded before a mutually agreed person, and failing agreement with such person, he/she shall be selected by the President of the law Society of the Northern Provinces. The arbitration shall be held in a summary manner and the strict rules of evidence shall not apply. The arbitrator shall decide on the issues of pleadings and discovery but shall do so on the basis that the matter is to be expedited and brought to arbitration within the 60(sixty) day period and in an informal manner. The arbitrator shall decide the matter submitted to him according to what he considers just and equitable in the circumstances and therefore the strict rules of law need not be observed and/or taken into account by him in arriving at his decision. The parties hereto agree that the decision of the arbitrator shall be binding on each of them, and shall be made an Order of any Court of competent jurisdiction should it be necessary to execute under the arbitrator's order. The arbitrator shall be entitled to make an order for costs in regard to the arbitration which will similarly be final and binding on the parties.

10. The Buyer agrees and acknowledges that in the event of –

10.1 the Buyer breaching any condition contained in these conditions;

10.2 the Buyer failing to pay any amount due and payable on due date;

10.3 the Buyer suffering any civil judgment to be taken or entered against it;

10.4 the Buyer causing a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 of 1936, as amended;

10.5 the Buyer passing away;

10.6 the Buyer's estate being placed under any order of provisional or final sequestration, provisional or final winding up, or provisional or final judicial management or business rescue, as the case may be;

then the Supplier shall, without detracting from any other remedies which may be available to it, be entitled to cancel the sale of the goods to the Buyer on reasonable notice to repossess those goods sold and delivered by the Supplier to the Buyer, or to claim specific performance of all of the Buyer's obligations, whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to the Supplier's right to claim damages.

11. THE CUSTOMER and I (the signatory at Page 11 hereof) hereby choose domicilium citandi et executandi for all purposes arising out of this application and Deed of Suretyship at the address stipulated at paragraph 6(b) of page 2 hereof.

12. THE CUSTOMER and I undertake to notify THE COMPANY forthwith in writing of any change of address.

13. If THE CUSTOMER should fail to object to any item appearing on THE COMPANY'S statement of account within fourteen days of the date of the dispatch of these statements, the accounts shall be deemed to be in order.

14. Unless the context otherwise requires, the words importing the singular shall include the plural and vice versa, a natural person shall include an artificial person and vice versa and the one gender shall include the other gender and vice versa.
15. The parties hereto will mean THE COMPANY and THE CUSTOMER.
16. THE CUSTOMER undertakes to notify THE COMPANY, in writing, within seven days of any change of ownership of THE CUSTOMER'S business. If THE CUSTOMER is:-
- 16.1 a company, whose shares are not listed on a recognized stock exchange, no shares therein shall be transferred from its shareholders, nor may any shares be allotted to any person other than the then existing shareholders, without notifying THE COMPANY, save in the case of an allotment and/or transfer of shares which still leaves control of THE CUSTOMER with the then existing shareholders and/or of a transfer of shares to a deceased shareholder's heirs; or
- 16.2 a Close Corporation, no Member's interest therein shall be transferred in whole and/or in part from its Members without notifying THE COMPANY, save in the case of the transfer of the Member's interest and/or part thereof which will still leave control of THE CUSTOMER with the remaining Members.
17. Any transfer and/or allotment of shares and/or transfer of whole and/or any part of a Member's interest as the case may be which is effected without the consent of THE COMPANY, will result in any amount due to THE COMPANY becoming due, owing and payable.
18. Ownership in the goods sold and delivered to THE CUSTOMER on account shall pass to the Buyer only when all amounts due by the Buyer to the Supplier has been paid, notwithstanding delivery of the goods to the Buyer. Risk in and to the goods shall however pass to THE CUSTOMER on delivery THE CUSTOMER hereby waives any right/s it may have for a spoliation order against THE COMPANY in the event that THE COMPANY repossesses any such goods and/or any parts thereof Delivery shall be deemed to have taken place against signature of THE CUSTOMER'S delivery note, proof of posting if the goods are posted to the customer, and/or delivery to the South African Transport Service's and/or Road Carriers if the goods are railed and/or transported by THE COMPANY. The Post Office/South African Transport Service and/or Road Carrier shall act as the agent of THE COMPANY.
19. In the event of any order being given to THE CUSTOMER on an order form reflecting THE CUSTOMER'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE CUSTOMER, notwithstanding the fact that such order may have been given and/or signed by a person not authorized by THE CUSTOMER.
20. Signature by THE CUSTOMER and/or by any representative of THE CUSTOMER of THE COMPANY'S delivery note, shall be regarded as acceptance by THE CUSTOMER that the goods reflected in such delivery note have been properly and completely delivered.
21. The risk in and to the goods sold shall pass from THE COMPANY to THE CUSTOMER on the date of delivery thereof, notwithstanding that the ownership will not pass to the CUSTOMER until full payment of the purchase price therefor.
22. THE COMPANY shall, at any time, in its sole discretion, be entitled to cede all and/or any of its rights in terms of this contract to any third party without prior written notice to THE CUSTOMER.
23. Any condonation of any breach of any of the provisions hereof and/or other act and/or relaxation, indulgence and/or grace on the part of THE COMPANY shall not in any way operate as and/or be deemed to be a waiver by THE COMPANY of any rights under this contract, and/or be construed as a novation thereof or create any estoppel against the Supplier.
24. Each clause of these conditions of contract is severable, the one from the other and if any one and/or more clauses are found to be invalid and/or unenforceable, that clause/s shall not affect the balance of these conditions of contract, which shall remain of full force and effect.

25. This contract contains the entire agreement between the parties and any other terms thereof whether express and/or implied is excluded here from and any variations, cancellations and/or additions to this contract shall not be of any force and/or effect unless reduced to writing and signed by the parties and/or their duly authorized signatories.

26. Should the Supplier agree to accept the return of any goods, the Buyer shall be liable to pay the Supplier a handling charge of not less than 20% on the invoiced price of the goods so returned. (subject to damages suffered, the purchase price will be repaid, where applicable by set off against other amounts due by the Buyer). Goods should be returned directly to THE COMPANY'S place of business from where the goods were ordered.

27. THE COMPANY does not appoint the Post Office as its agents for payments by post. All payments shall be made to THE COMPANY'S place of business from where the goods were ordered. In the event of any payments being mislaid and/or lost in the post, THE CUSTOMER shall still be liable to THE COMPANY for payment.

28. It is a condition of each sale that the goods are sold voetstoots and without any warranties or representations whatsoever. In addition the Buyer shall be precluded from raising any complaints or disputing liability to the Supplier in any way unless it shall have notified the Supplier of its complaints or grounds of dispute in writing within 15 days of receipt of the goods in question. Notwithstanding the timeous raising of a complaint or dispute of liability by the Buyer, the Buyer shall, under no circumstances, be entitled to withhold payment in respect of the goods from the Supplier pending the resolution of such dispute or complaint. Subject to the foregoing, the Supplier shall, in its discretion, be entitled to either remedy any failure by adjusting, repairing, replacing the goods in question, or refunding the whole or part (as the case may be) of the contract price paid to it by the Buyer in respect of such goods.

29. The CUSTOMER expressly acknowledges and agrees that under no circumstances will it have any right of set-off and counterclaim against any amounts which are due in terms of this agreement to THE COMPANY and should the CUSTOMER have any such claim/s and/or any parts thereof, they shall form the subject matter of a separate action to be instituted by the CUSTOMER against THE COMPANY and such rights to set-off and counterclaim are hereby waived and abandoned by the CUSTOMER.

30. Time shall not be of the essence of the contract and delivery dates shall be treated as approximate only. Under no circumstances shall the Buyer be entitled to withdraw from or terminate the contract on account of any delay in delivery or have any claim of any nature whatsoever against the Supplier arising from late delivery.

The Supplier shall be exempted from and shall not be liable under any circumstances whatsoever for any damages including indirect or consequential damages of any nature whatsoever or any loss of profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the Buyer may suffer as a result of any delay in delivery of the goods ordered.

31. In the event of THE CUSTOMER interfering, obstructing, refusing, impeding, hindering and/or preventing the COMPANY from commencing with and/or continuing to perform its contractual obligations in terms of this contract, whether in respect of the sale and/or the delivery of goods and/or in the event of the CUSTOMER failing, refusing and/or neglecting to pay to the COMPANY that part of the contract price which must be paid on the due date for payment thereof as is provided for herein, the COMPANY shall thereupon be deemed to have tendered to perform its contractual obligations in terms of this contract and the CUSTOMER shall immediately be liable forthwith to effect payment of the total contract price plus any additions thereto for any additional work done by the COMPANY in performing its contractual obligations in terms of the contract and only upon payment thereof, will the COMPANY be obliged to commence and/or complete its contractual obligations in terms of this agreement. The CUSTOMER shall also then be responsible to compensate the COMPANY for any additional costs incurred by the COMPANY by reason of the delay caused by the CUSTOMER and/or by reason of the CUSTOMER'S refusal in the first instance and failure to comply herewith on any basis whatsoever.

32. The performance by the COMPANY of any of its contractual obligations in terms of this contract shall be decided upon by the COMPANY alone which shall alone decide on the method in respect thereof, without any interruption, hindrance, objection and/or postponement from the CUSTOMER in regard thereto on any basis whatsoever. Where certain goods specified cannot be obtained by the COMPANY, the COMPANY shall be entitled to use its own

discretion to obtain suitable alternative goods of the same quality to replace same, without any interference in this regard from the CUSTOMER.

33. THE COMPANY is not responsible for any labour and/or down-time costs in regard to the delay in regard to the delivery of the goods sold.

34. Goods sold will be in compliance with the goods ordered by the CUSTOMER from THE COMPANY from time to time.

35. Carriage of goods ordered is always "Carriage forward" unless otherwise agreed to by THE COMPANY.

36. Save as otherwise specifically provided for herein, THE COMPANY shall not be liable to THE CUSTOMER or to any other person for any damages including indirect or consequential damages of any nature whatsoever or any loss of profit, or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the THE CUSTOMER may suffer as a result of any breach by THE COMPANY of any of its obligations under these conditions or out of any other court whatsoever. The Buyer hereby indemnifies the Supplier against any claim which may be made against the Supplier by any other person in respect of any matter for which the liability of the Supplier is excluded in terms of the foregoing.

37. The purchase of any goods sold by THE COMPANY to THE CUSTOMER remains subject to the following:

37.1 In the event of any of the goods sold being proved to be defective for any reason whatsoever, the goods sold will be replaced free of charge subject to the following provisions:

37.1.1 THE CUSTOMER must notify THE COMPANY of the defectiveness of the goods sold and delivered within 15 (FIFTEEN) days of ascertaining the defectiveness thereof; and

37.1.2 Should THE COMPANY consider that THE CUSTOMER'S complaint might be justified, THE COMPANY shall have the right to request in writing that THE CUSTOMER forward the goods sold to THE COMPANY for inspection thereof;

37.1.3 THE COMPANY will inspect the goods sold and if THE CUSTOMER'S complaint is justified, THE COMPANY will be entitled to replace the goods sold at no charge and return the goods so sold to THE CUSTOMER thereafter;

37.1.4 Should THE CUSTOMER return the goods sold and/or any parts thereof to THE COMPANY without having received THE COMPANY'S authorization to do so, the onus will be on THE CUSTOMER to collect the goods from THE COMPANY within 7 (seven days) and/or to instruct THE COMPANY within that period to return the goods to THE CUSTOMER by a form of transportation nominated by THE COMPANY. Should THE CUSTOMER fail to do so, THE COMPANY shall have the right, at THE COMPANY'S election, to return the goods to THE CUSTOMER by whatever form of transport THE COMPANY considers appropriate, and/or to scrap the goods sold, and/or to sell the goods sold out of hand, to avoid storage costs being incurred and/or storage space being wasted. Any monies received by THE COMPANY as a result of the foregoing, will be a set-off against any monies owing by THE CUSTOMER to THE COMPANY and the balance, if any, will be paid over to THE CUSTOMER.

38. Whenever the goods sold and/or any parts thereof is delivered to THE COMPANY for inspection, the transport costs involved will be borne by THE CUSTOMER on whom the risk of loss and/or damage to such goods and/or any parts thereof in transit will fall.

39. The CUSTOMER is prohibited from reselling the goods purchased from the COMPANY (whether such goods are paid for and/or not) to any third party without the COMPANY'S prior written approval in regard thereto.

40. The CUSTOMER is solely liable to ensure compliance with any statutory and/or regulatory requirements relating and pertaining to the CUSTOMER'S use of the goods sold and delivered from time to time.

41. The CUSTOMER will ensure that the goods are handled in a safe manner and any waste originating from the goods sold is disposed of in accordance with any statutory and/or relevant regulations and any failure by the CUSTOMER to comply herewith which will result in the CUSTOMER being held liable for damages in respect thereof, will not entitle the CUSTOMER to have any claim against the COMPANY in respect hereof and/or any part hereof on any basis whatsoever.

42. Insofar as the COMPANY manufactures a product or uses a method, either or both of which are stipulated by the CUSTOMER, the CUSTOMER warrants that the COMPANY shall not infringe the patent rights of any third party in relation to such product or method.

43. Insofar as the COMPANY manufactures a product or uses a method either or both of which are stipulated by the CUSTOMER, the CUSTOMER hereby licenses the COMPANY, its agents and employees to utilize any copyright which the CUSTOMER may have relating to such product or method and the CUSTOMER warrants that any such utilisation shall not infringe the copyright of any third party and indemnifies the COMPANY accordingly.

44. Any drawings, illustrations, descriptive matters, weights, dimensions and shipping specifications submitted with a tender are approximately only insofar as they are intended merely to present a general idea of the goods described therein and the COMPANY shall not be held responsible for the loss due to discrepancies therein.

45. The CUSTOMER shall not export goods purchased in terms of this contract without the prior written consent of the COMPANY first had and obtained.

46. The COMPANY reserves its rights at any time to amend these terms and conditions.

47. Each of the terms herein shall be separate and divisible and if any provision of these terms and conditions which is not material to its efficacy as a whole is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

48. The COMPANY'S limited liability whether in contract and/or delictual be in accordance with the COMPANY'S product guarantee/s which shall be considered in each and every respect as forming part of this contract.

49. Does the CUSTOMER and its principals hereby specifically CONSENT that THE COMPANY may:

49.1 Perform a credit search on their records with a registered credit bureau to monitor their payment behaviour by researching their records at a registered credit bureau;

49.2 Use new information and data obtained from any registered credit bureau in respect of their future business transactions;

49.3 Record the details in respect of their accounts with THE COMPANY with a registered credit bureau;

49.4 Record and transmit details of how they have performed and how the account was conducted.

#### CESSION OF CLAIMS

50. The Buyer and Surety hereby jointly and severally, irrevocably and in rem suam (concerning (in) one's own affairs) cedes and assign as a pledge unto and in favour of the Supplier, all the right, title, interest in and to all claims of whatsoever nature and description and howsoever arising which the Buyer and/or Surety may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnership, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Buyer and/or Surety from whatsoever cause or causes arising, it being acknowledged that this cession is a cession in securitatum debiti (as security for the debt) and is not an out-and out cession. Should it transpire that the Buyer and/or Surety entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the claims which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Buyer and/or Surety's reversionary rights.

51. This Cession shall be and remain in full force and effect as a continuing security notwithstanding any fluctuation, or temporary extinction of the Buyer and/or Surety's indebtedness to the Supplier.

52. For the purpose of giving effect to the foregoing Cession both the Buyer and Surety hereby nominate, constitute and appoint the Supplier to be its Attorney and Agent, in rem suam (concerning (in) one's own affairs), with full authority for the Buyer and/or Surety and in the Buyer and/or Surety's name to demand, sue for, recover and

receive all sums of money hereby ceded and assigned and with the authority to sign all documents on the Buyer and/or Surety's behalf and in the Buyer and/or Surety's name in connection with the recovery of the said sums and to give acquittances and receipts for the Buyer and/or Surety's.

#### CESSION BY SUPPLIER

53. Should the Supplier cede its claim against the Buyer and surety to any third party ("the Cessionary"), then the above Cession of Claims and Deed of Suretyship shall be deemed to have been given by the buyer and surety to such Cessionary as continuing covering security for the due payment of every sum of money which may at the time of such Cession or at any time thereafter be or become owing by the Supplier and Surety to the Cessionary (whether acquired the Cessionary by way of Cession or otherwise), and such Cessionary shall be entitled to exercise all rights in terms of the Cession of Claims and Deed of Suretyship as if such Cessionary were the supplier hereunder.

54. The Buyer agrees that if one clause is found to be invalid, this invalid clause does not affect the validity of the remainder of the agreement.

#### DEED OF SURETYSHIP

55. The signatory hereto binds himself as surety and co-principal Buyer in solidum with the Buyer in favour of the Supplier for the due payment of

all amounts which may at any time be payable by the Buyer to the Supplier from any cause use of action whatsoever and whether acquired by the Supplier by way of cession or otherwise. The terms and conditions of this Sale Agreement shall apply mutatis mutandis ( in precisely the same manner ), to the Suretyship. The Surety/ies further waives the benefits of excussion and division (by renouncing these benefits, the Supplier becomes entitled to sue any one Surety for the full amount owing without first proceeding against or suing the Buyer or any other Surety) and of the legal exceptions non numeratae pecuniae (by renouncing this benefit as Surety is precluded from raising the defence that no money of equivalent thereof has passed between the Buyer and the Supplier) and non-causa debiti (by renouncing this benefit a Surety is precluded from raising the defence that there was no cause of action or reason for the Buyers indebtedness to the Supplier) and acknowledges himself to be fully acquainted with the meanings of these terms.

56. This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in, or temporary extinction of

the Buyer's indebtedness to the Supplier. It may not be withdrawn, revoked or cancelled by the Buyer without the Supplier's prior written consent. Any consensual cancellation or withdrawal of this suretyship by the Buyer and the Supplier shall only be valid and effective if reduced to writing and signed by both parties thereto.

57. Any admission of liability by the Buyer shall be binding upon the surety.

58. A certificate under the hand of any director or manager of the Supplier (whose appointment need not be proved) as to the existence and the amount of the Buyer's indebtedness and the surety's indebtedness to the Supplier at any time, as to the fact that such amount is due and payable, the amount of mora interest accrued thereon and as to any other fact, matter or thing relating to the Buyer's indebtedness to the Supplier and the surety's indebtedness to the Supplier, shall be sufficient and satisfactory proof of the contents and correctness thereof for the purpose of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the Buyer and/or the surety in any competent court and shall be valid as a liquid document for such purpose.

59. I/ We hereby guarantee in favour of the Supplier, the payment of all and / or any debts which are the subject matter of this deed of suretyship.

60. I/ We furnish the guarantee to the Supplier as a principal obligation and assume liability for such principal obligation (as distinct from the corollary obligation referred to elsewhere in this deed of Suretyship).

61. I/We guarantee payment to the Supplier of any amount which may still be owing to the Supplier subsequent to The Supplier having received any amount from the Buyer by way of reduction of the Supplier's claim against the Buyer, whether having received the amount by way of compromise, settlement or pursuant to any business rescue plan as provided for in the Companies Act No.71 of 2008, irrespective of whether the plan provide for the release of the Buyer, or under any circumstance of whatsoever nature.