

TERMS AND CONDITIONS PERTAINING TO PAYMENT

1. ACCEPTENCE:

1.1. The undersigned acknowledge that he/she shall be liable for the amount to be charged by Dirk Booyesen and Associates Inc. after the consultation, inclusive of any required material used by Dirk Booyesen and Associates Inc., spectacles, contact lenses, etc.

2. TERMS OF PAYMENT:

- 2.1. Every payment by the responsible person arising out of or in connection herewith shall be made at Dirk Booyesen and Associates Inc.'s rooms free of any deductions and without set-off on the due date and without demand.
- 2.2. Unless otherwise agreed in writing;
 - 2.2.1. Dirk Booyesen and Associates Inc. will bill the responsible person after the consultation or having affected the service;
 - 2.2.2. Payment shall be made immediately in respect of any such bill but not later than 30 days from date of service;
 - 2.2.3. Dirk Booyesen and Associates Inc. will send the statement to your medical aid, but that shall not relieve the responsible person from liability in terms of this agreement.
 - 2.2.4. Interest at the margin of 4% per month above the prime bank rate specified by ABSA Bank from time to time shall be charged by Dirk Booyesen and Associates Inc. at his discretion on any amount not paid by the responsible person on due date. The amount shall be calculated monthly in advance on the outstanding balance due on the first day of each calendar month and shall be so calculated and capitalized on the same day of each and every month until the total amount due in terms hereof shall have been paid.

3. BREACH:

3.1. Should the responsible person fail to make payment of any amount owing to Dirk Booyesen and Associates Inc. on due date; - the name of the competent person and the names of his/her dependents shall be put on a credit control list for the medical profession, the Cred-Alert information Bank.

4. GENERAL:

- 4.1. This agreement constitutes the whole and entire agreement between the parties and there have not been and there are no agreements, representations or warranties between the parties other than those specifically set forth herein.
- 4.2. No variation or modification of this agreement shall be of any force or effect unless the same shall be confirmed in writing and signed by the parties.

5. COSTS:

5.1. All legal and collection costs, including attorney and client costs, charges and disbursements incurred by Dirk Booyesen and Associates Inc. in collecting or endeavoring to collect all or any amount payable by the responsible person hereunder, shall be for the account of the responsible person and payable on demand.

Signed

Date