

## NON-CIRCUMVENTION AGREEMENT

between

DVG Remacle T/A

**Fine Line Agencies Group** 

Office: 18 Park Road, Yzerfontein 7351  
Tel: 022 451 2080 Fax 0880224512080  
email: [finelineagencies@telkomsa.net](mailto:finelineagencies@telkomsa.net)  
web: <http://www.finelineagencies.co.za>

and

(  
("the Customer")

1. The Customer wishes to purchase a certain product marketed or distributed under the name
2. ( ) ("the product") from (**Fine Line Agencies Group**).

The Customer acknowledges that **Fine Line Agencies Group** has the sole right to represent and market the product in Western Cape, Garden Route and Eastern Cape and that the product has not previously been represented and/or made available for purchase in the Western Cape, Garden Route and Eastern Cape and that the Customer would not have become acquainted with the product but for **Fine Line Agencies Group** having offered the product to the Customer for purchase.

3. The Customer accordingly hereby agrees that the Customer will not endeavour to acquire the product, either directly or indirectly, from any source other than from **Fine Line Agencies Group** and if the Customer shall be offered the same product by any other source, then the Customer shall forthwith notify **Fine Line Agencies Group** of such fact and shall divulge the identity of the person making such offer to the Customer.
4. If the Customer, or any of its employees shall breach any provisions of this agreement, all of which shall be deemed to be material, then **Fine Line Agencies Group** shall be entitled, without prejudice to any other rights and remedies which it may have at law, to:
  - 4.1 refuse to continue to supply the Customer with the product; and
  - 4.2 obtain an interdict or other similar relief calling upon the Customer to deliver up to **Fine Line Agencies Group** the product purchased from any other source,

each without prejudice to the right of **Fine Line Agencies Group** to claim damages.

[Type text]

5. The Customer hereby acknowledges that:
- 5.1 it understands the contents of this agreement;
  - 5.2 has voluntarily agreed to enter into this agreement;
  - 5.3 is bound by each and every provision hereof;
  - 5.4 each and every provision hereof is reasonable and necessary to protect the rights of **Fine Line Agencies Group** in relation to the product.

6. General

- 6.1 This document contains the entire agreement between the parties in regard to the subject matter hereof and none of them shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 6.2 No alteration, variation or cancellation by agreement of, addition or amendment to, or deletion from this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties hereto.
- 6.3 No indulgence, extension of time, relaxation or latitude which any party (the grantor) may show, grant or allow to any other party (the grantee) shall constitute a waiver by the grantor of any of his rights and the grantor shall not thereby be prejudiced or estopped from exercising any of his rights against the grantee which may have then already arisen or which may thereafter arise.

THUS DONE AND SIGNED BY THE RESPECTIVE PARTIES AS FOLLOWS:

\_\_\_\_\_  
For: **Fine Line Agencies Group**

Date:

Place:

\_\_\_\_\_  
For: THE CUSTOMER

Date:

Place: