

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

Unless the context indicates a contrary intention, the following terms will have the following meanings ascribed to them:

- 1.1 **“Company”** means UC Wireless (Pty) Ltd and all or any of its trading entities;
- 1.2 **“Client”** means the party in whose favour the Services are rendered; the Goods are sold or the materials are supplied for sale or hire;
- 1.3 **“Completion Date”** means the date when the Goods are available for collection or delivery to the Client or when the Services have been rendered to the Client.
- 1.4 **“Goods”** means the goods and/or materials sold or supplied by the Company to or on behalf of the Client;
- 1.5 **“Parties”** means the Company and the Client collectively;
- 1.6 **“The Quotation”** means the written quotation furnished by the Company to the Client for the Services and/or the Goods, the acceptance of which will constitute a binding agreement between the Parties;
- 1.7 **“Order”** means the Client’s written acceptance of the Quotation;
- 1.8 **“ROE”** means the rate of exchange quoted by the Company as a spot rate on the Quotation;
- 1.9 **“Services”** means the services rendered by the Company for and on behalf of the Client and “work performed” will have a similar meaning;
- 1.10 **“Special Order Goods”** means Goods supplied which are non-standard, custom made or, where design alterations have been performed.
- 1.10 **“Software License”** means a document that provides legally binding guidelines for the use and distribution of software;
- 1.11 The headings used in these terms and conditions are for convenience only and will not affect the interpretation hereof.
- 1.12 The masculine will include the feminine gender, natural persons will include corporate entities and the singular will include the plural, and *vice versa*.
- 1.13 The expiration or termination of these conditions of contract will not affect such of these provisions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.14 Any provision in these conditions of contract which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these conditions will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be treated as having not been written and severed from the balance of these conditions of contract, without invalidating the remaining provisions of these conditions or affecting the validity or enforceability of such provision in any other jurisdiction;
- 1.15 These conditions of contract will be binding on and enforceable by the administrators, trustees, permitted assigns or liquidators of the parties as fully and effectually as if they had signed these conditions in the first instance and reference to any party will be deemed to include any such party’s administrators, trustees, permitted assigns or liquidators, as the case may be;

2 APPLICABILITY OF THESE CONDITIONS

- 2.1 These conditions of contract (hereinafter referred to as “the Contract”) will apply in respect of each and every contract for the sale or supply of Goods or the rendering of Services, unless specifically agreed otherwise between the parties in writing and will come into effect immediately upon the acceptance of the Quotation by the authorised representative of the Client.
- 2.2 Should labour or material costs increase between the date of quotation and the acceptance date, or should the ROE fluctuate from the spot rate in the Quotation the Company reserves the right to adjust the quotation price accordingly. In this regard, all Quotations are valid for a period of 30 (thirty) days from issue. Stocks of materials are limited and availability thereof cannot be guaranteed unless a reasonable lead time is given by the Client.

3. VAT

Unless stated otherwise, all prices quoted will be exclusive of VAT.

4. QUOTED PRICES AND EXCLUSIONS

- 4.1 Prices are quoted Ex-Works, Johannesburg, South Africa.
- 4.2 The Quotation may contain exclusions to the contract price. Such exclusions will be charged for as an extra item by the Company and will be in addition to the contract price.

5 ALTERATIONS

Alterations, additions, exclusions or extras to the accepted Quotation may only be received from the Client’s duly appointed and authorised representative, provided that such alterations, additions, exclusions or extras are reduced to writing and accepted by the Company in writing. Any accepted alterations, additions, variations or extras may entail an additional cost to the price quoted in the Quotation.

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6 PAYMENT TERMS

- 6.1 Payment terms for Special Order Goods is 100% (one hundred percent) payable in advance and prior to delivery/shipping, to confirm the special order.
- 6.2 Unless credit terms have been agreed to by the Company in writing, for which a separate application for credit will be required from the Client, payment terms for all other Goods or Services are 75% (seventy five percent) payable on acceptance of the Quotation, 15% (fifteen percent) payable prior to delivery and the balance of 10% (ten percent) payable upon installation if on-site work is required. If no on-site work is required, 25% (twenty five percent) is payable prior to delivery/shipping of the Order. Depending on the nature and scope of the Services to be rendered or Goods to be supplied, the Company may require an increased initial payment of the accepted Quotation price if the Goods are intended for a destination outside South Africa and the balance together with any extras payable on the Completion Date.

7 NON-PAYMENT

- 7.1 The Company reserves the right to remove any or all of its Goods from the contract site should payment not be forthcoming from the Client in terms of the Contract on due date.
- 7.2 The Company is also entitled, without further notice to the Client, to remove any SaaS license over the Goods, for so long as payment remains outstanding.

8 STORAGE CHARGES

If the Goods are not collected by the Client or if the Company is not given written instructions sufficient enough to enable it to know when and how the Goods will be collected by the Client, the Client will be liable to the Company for storage charges for any Goods stored on behalf of the Client. Storage charges will be reflected on the Quotation provided to the Client. All Goods stored by the Company will be at the risk of the Client. All storage charges will be payable by the Client on demand. Until all payments due from the Client to the Company have been made, the Company will have a general lien on the Goods.

9. INTELLECTUAL PROPERTY

- 9.1 All models, concepts, illustrations, sketches, layouts, plans, details, specifications, schedules and documents are for information purposes only and are not binding on the Company. Any illustrations, descriptive matters, dimensions and specifications submitted by the Company, unless specified otherwise, are approximates only and are only intended to present a general idea of the Goods described or Services rendered and the Company cannot be held liable for any loss whatsoever due to any discrepancies therein.
- 9.2 The Company is the sole proprietor and owner of all intellectual property rights and copyrights in the material listed above in its entirety. No reproduction of this material in any form whatsoever is permitted without the express written consent of the Company. All the materials listed above remains the sole property of the Company.

10. CONFIDENTIALITY AND PROPRIETARY PROTECTION

- 10.1 The parties will to the extent necessary exchange such proprietary or confidential information as is reasonably necessary for each to perform its obligations and exercise its rights under the Contract.
- 10.2 All information relating or pursuant to this Contract provided by either party to the other, whether oral or written, and whether or not identified as confidential or proprietary, is hereby deemed to be confidential and proprietary information. As such, each party hereto shall share such proprietary information in the strictest of confidence and shall not use such information for any purpose other than as contemplated in this Contract.
- 10.3 Clause 10 will survive the termination of the Contract.

11. COMMENCEMENT AND COMPLETION

Unless agreed to otherwise in writing by the Company, the commencement date and/or the Completion Date for the delivery of the Goods or the provision of the Services are informed anticipated dates only. The Company will use its best endeavours to ensure that the Goods are supplied or the Services are commenced on the stipulated commencement date and are completed by the Completion Date (if specified). The failure by the Company to supply the Goods or commence the Services on the stipulated commencement date or complete the Services on the stipulated Completion Date will not constitute grounds for the Client to cancel the Contract. The Company will also not be liable to the Client for any damages which the Client may suffer as a result of the Company not supplying the Goods or commencing the Services on the stipulated commencement date or not completing the Services on the stipulated Completion Date.

12. OWNERSHIP

- 12.1 Notwithstanding delivery of the Goods and/or Services to the Client, ownership of the Goods will remain vested in the Company until such time as the full purchase price thereof has been paid to the Company.

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12.2 Notwithstanding the passing of the risk to the Client, the ownership of the Goods rented from the Company remains vested in the Company at all times. The Parties specifically agree that the Goods do not constitute a fixture, and therefore there is no waiver of any lien by the Company upon delivery of the Goods.

13. RISK

Risk of loss and/or damage in and to the Goods will pass to the Client upon delivery. In all cases where delivery is by carrier (for which the Client accepts full liability based on the carrier's signature), insurance coverage of the Goods with the carrier is the sole responsibility of the Client. No claim of whatsoever nature will lie against the Company for goods lost or damaged in transit, save where the Company's own vehicles are employed. In such circumstances, the client will be liable for any insurance excess payment up to a maximum amount of R5 000.00 (five thousand rand).

14. CANCELLATION OF ORDERS

14.1 Due to the individual nature of the Goods ordered, upon acceptance by the Company of the Client's Order for Goods, the Order shall not be capable of being cancelled or withdrawn by the Client unless the provisions of clause 15 below apply or the Company has, in its sole and absolute discretion, agreed in writing to such cancellation or withdrawal. Where the Company has agreed to such cancellation or withdrawal, the Company may impose a reasonable cancellation fee which it shall determine in its sole discretion. The Client will be obliged to pay this fee, on demand and the Company shall be entitled to deduct such cancellation fee from any monies paid by the Client when placing the Order.

14.2 The Client shall not be entitled to cancel any Order for Special-Order Goods.

15. DEFECTS

15.1 The Client will be deemed to have inspected the Goods on signature of the delivery note. Without derogating from the provisions of this Contract, unless the Client advises the Company in writing within 7 (seven) days of delivery of the Goods of any defects in the Goods, the Goods will be deemed to have been delivered to the Client in good working order and condition and the Client will not thereafter be entitled to return the Goods and claim a reduction of the purchase price of the Goods, on the grounds that the Goods are defective.

15.2 No representation or warranties other than those recorded have been made by or on behalf of the Company.

15.3 The Company will not be liable for any loss or damage whatsoever caused to the property or person of the Client or any third party as a result of any defects in the Goods, whether patent or latent, and the Client indemnifies and holds the Company harmless against any such claims made against it by any third party arising out of any such defects.

16. REPAIRS

The Company undertakes to return to the OEM for repair any Goods found to be defective in materials or workmanship for a period of 3 months from the Completion Date. The Company will not be liable for damage caused by misuse, neglect, wear and tear associated with normal usage or failure by the Client to follow recommended care and maintenance instructions. Unless stated otherwise by the Company, all Goods supplied are specifically intended for interior use only and should not be exposed to any moisture whatsoever.

17. SAFETY AND WEATHER CONDITIONS

The parties acknowledge that in certain circumstances, the prevailing weather conditions may determine and/or affect whether the Company is able to discharge its obligations to the Client in terms of this contract. The parties specifically agree that:

17.1 It will be in the Company's sole and absolute discretion to cancel any obligation imposed on it or any event at which its equipment is to be or is being utilized, due to adverse weather conditions;

17.2 Should any obligations or event be cancelled due to adverse weather conditions, the Client will not be entitled to any reduction in the contract price.

18. OBLIGATIONS OF THE CLIENT

The client will, where applicable, be obliged to:

18.1 Ensure that the Company is granted free and unhindered access to the premises where the Services are to be rendered or the Goods are to be supplied such that the Company is fully able to discharge all its obligations to the Client;

18.2 Obtain all the necessary Municipal and/or Local Government approvals, consents and/or permits (if any) for the Goods and/or Services;

18.3 Ensure that sufficient electrical power is provided at the venue where the Goods are to be supplied or the Services are to be rendered, before set up by the Company;

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- 18.4 Provide at its own cost adequate security to safeguard the Company's Goods delivered but not yet paid for or hired to the Client for the duration of the Contract;
- 18.5 Ensure that all information including, but not limited to, addresses of venues where the Goods are to be supplied or Services rendered, job dates and equipment specifications are accurate and correct;

19. INTEREST

In the event of the Client failing to pay any amount on due date or retaining any portion of the contract price, then in addition to any other remedies available to it, any amount then outstanding by the Client will immediately become due, owing and payable and the Company will be entitled to charge the Client interest on any amount outstanding at the rate of two percent (2%) above the prevailing prime commercial overdraft rate charged by The Company's bankers from time to time.

20. CERTIFICATE

A certificate signed by a director of the Company, setting out the amount owing by the Client will be *prima facie* evidence of the amount owing by the Client to the Company for the purposes of any legal proceedings or for any claim whatsoever.

21. INCORRECT INFORMATION

The Company will under no circumstances be liable to the Client for any loss incurred by the Client by reason of incorrect information being supplied to the Company, whether such information, in whatever format, was communicated to the Company by the Client personally and/or by his, agent or any other person acting on behalf of the Client.

22. WARRANTIES

- 22.1 Save as expressly set out in 22.2 and 22.3 below, the Company does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Goods and all warranties which are implied or residual at common law are hereby expressly excluded.
- 22.2 The Company shall, if requested to do so by the Client, cede, assign and make over to the Client such warranties as are provided to the Company in respect of the Goods by the Original Equipment Manufacturer (OEM). The Company does not provide any guarantees or warranties for any Goods other than those provided by the OEM.
- 22.3 The Company shall provide to the Client any additional warranties that may be provided in terms of a Service Level Agreement (SLA) or Maintenance Agreement (MA) entered into separately between the Company and the Client.

23. LIABILITY

- 23.1 Except for any deliberate act or gross negligence on the part of the Company, its servants or agents, and except as otherwise expressly provided herein to the contrary, the Company will not be liable to the Client or any third party for any loss or damage (including consequential or incidental loss or damage which shall include but shall not be limited to loss to property or of profit, business, goodwill, revenue or anticipated savings) of whatsoever nature or for any costs, claims or demands of any nature whether asserted against the Company or against the Client by any party arising directly or indirectly out of the Goods or the Services, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be, by or from their use.
- 23.2 Subject to clause 23.1 above, the entire liability of the Company, and the Client's exclusive remedy for damages from any cause related to or arising out of the Contract, regardless of the form of action, whether in contract or in delict, will not exceed the average aggregate of the fees and charges paid by the Client to the Company under this Contract over the continuous period of the 6 (six) months directly prior to such claim being instituted.

24. SOFTWARE LICENSES

- 24.1 All Orders placed by the Client for Software Licenses shall, once accepted by the Company, be non-refundable and not capable of being returned by the Client.
- 24.2 The term of a Software License shall commence on the date of delivery or supply thereof to the Client, regardless of the date when the Client implements such Software License.

25. THIRD PARTIES

The Company does not accept any liability for any damage which may be caused to the Goods by other contractors. Repairs for such damage will be for the Client's account and is payable in full prior to the repair of said Goods being undertaken by the Company.

26. PACKAGE

The Company will endeavour to package the Goods in the best way it sees fit, however it will not be liable for any damage that may be caused or occur during transport.

27. JURISDICTION & LEGAL COSTS

The Company will be entitled in its sole discretion, to institute legal proceedings against the Client arising

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from any cause whatsoever, in any Magistrate's Court having jurisdiction, notwithstanding that the claim, or the value of the matter in dispute, may exceed the jurisdiction of such Magistrate's Court and this Contract will serve as the required written consent confirming the jurisdiction of such Court. Further, the Client agrees that it will be liable for all legal costs incurred by the Company on an attorney and client scale, including collection commissions and other charges, or any other damages which may arise as a result of the breach by the Client of any of the provisions of this Contract. Payments made by the Client will be allocated firstly towards costs, thereafter to interest and finally to capital.

28. DOMICILIUM

The Client appoints the address set out in the Order as his *domicilium citandi et executandi* for all purposes of and incidental to this Contract and at which address he agrees to accept any notice of legal process in this manner.

29. INSTRUCTIONS

The Company will be obliged to accept instructions for the work to be performed from the Client's duly authorised representative only and from no other person.

30. VIS MAJOR

The failure of the Company to perform in terms of this contract will be excused to the extent that such failure is caused by an event of *vis major*. For the purposes of this contract "*vis major*" means supervening impossibility of performance caused by an event or occurrence which is beyond the reasonable control of the party effected by it. In the event of *vis major*, the parties will negotiate in good faith to mitigate the adverse effects on both of them.

31. CESSION & ASSIGNMENT

The Company will be entitled, without notice to the Client, to cede and/or assign its rights and obligations in terms of this Contract to a third party. The Client may only cede its rights or assign its obligations in terms of this contract to a third party with the prior written approval of the Company.

32. WHOLE AGREEMENT

This Contract contains the entire agreement between the parties and neither of them will be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

33. ALTERATIONS AND ADDITIONS

No alteration, addition, variation or cancellation of the terms of this Contract will be binding on the Parties unless reduced to writing and signed by all parties.

34. RELAXATION AND INDULGENCE

No relaxation or indulgence which the Company may grant to the Client will constitute a waiver or novation of the Company's rights to enforce strict compliance with this contract.

35. SURETY(IES)

If required by the Company, the Client will provide a surety/ies who will be subject to the discretion of the Company and will execute (if two or more, jointly and severally) a guarantee on such terms and conditions as the Company will determine for the performance of all the Client's obligations, and such guarantee will be binding, notwithstanding any variations, alterations or extensions of time which may be made, given, conceded or agreed to in terms of this Contract or in terms of any other agreement. If the surety/ies referred to above are not duly furnished by the Client to the Company after having been requested to do so, the Company may at its sole discretion and without prejudice to any other rights which it may have by notice in writing to the Client, terminate all agreements existing between the Company and the Client.

36. GOVERNING LAW

These terms and conditions will at all times be governed and construed in accordance with South African law.

37. CREDIT REFERENCES

The Client consents to the Company making enquiries about the Client's credit record with any credit reference agency and any other party to confirm the details relevant to this contract. The Client also agrees that the Company may provide credit reference agencies with information regarding how it manages its affairs with the Company.

38. OVER INDEBTEDNESS

The Client hereby confirms and warrants that, in the event of credit facilities being granted to it by the Company, it will be able to satisfy in a timely manner all the obligations under all the credit agreements to which it is a party, having regard to his financial means, prospects and obligations and his probable propensity to satisfy in a timely manner all the obligations under all the credit agreements to which he is a party.

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39. AMENDMENTS

These terms and conditions may be amended or changed at the sole discretion of the Company.

40. PROCESSING OF PERSONAL INFORMATION

- 40.1 The Company undertakes to Process the Personal Information of the Client only in accordance with the conditions of lawful processing as set out in terms of the Protection of Personal Information Act No 4 of 2013, (herein referred to as "POPI") and in terms of the Company's relevant policy available to the Client on request and only to the extent that it is necessary to discharge its obligations and perform its functions as required by South African law.
- 40.2 The Client acknowledges that collection of Personal Information is both necessary and requisite as a legal obligation, which falls within the scope of execution of the legal functions and obligations of the Company.
- 40.3 The Client irrevocably and unconditionally agrees –
- 40.3.1 that it is notified of the purpose and reason for the collection and processing of such Personal Information in so far as it relates to the Company's discharge of its obligations and perform its functions as a Processor.
 - 40.3.2 that it consents and authorises the Company to undertake the collection, processing and further processing of the Client's Personal Information by the Company, for the purposes of fulfilling its obligations under the Contract. Without derogating from the generality of the aforesaid, the Client consents to the Company's collection and processing of Personal Information pursuant to the Internet Email and Interception Policies in place insofar as Personal Information of the Client is contained in relevant electronic communications.
 - 40.3.3 to make available to the Company all necessary Personal Information required by the Company for the purpose of discharging its obligations under the Contract.
 - 40.3.4 to absolve the Company from any liability in terms of POPI for failing to obtain the Client 's consent or to notify the Client of the reason for the processing of any of the Client 's Personal Information.
 - 40.3.5 to the disclosure of its Private Information by the Company to any third party, where the Company has a legal or contractual duty to disclose such personal information to. The Client further agrees to the disclosure of its personal information for any reason enabling the Company to carry out or comply with any business obligation the Company may have or to pursue a legitimate interest of the Company in order for the Company to perform its business on a day-to-day basis.
 - 40.3.6 to the extent that it is exposed to or insofar as personal information of other third parties are disclosed to it, the Client hereby agrees to be bound by appropriate and legally binding confidentiality and non-usage obligations in relation to this personal information of third parties or Employees.
 - 40.3.7 to consent and authorise the Company to transfer its private information outside of the Republic of South Africa for any legitimate business purpose of the Company within the international community and its contractors or members. The Company undertakes not to transfer or disclose its private information unless it is required for its legitimate business requirements and shall comply strictly with legislative stipulations in this regard.

41. CONFIRMATION

The Client acknowledges that it has read and understood these terms and conditions and accepts them as binding.