

Version 1 - 01 March 2015

**Alpha Distribution Technologies (“the Company”) –
Standard Terms & Conditions**

If any order is placed by the Customer on the Company and is accepted by the Company, the contract will be on the following terms and conditions:

1 DEFINITIONS

- 1.1 "Company" means Alpha Distribution Technologies (Proprietary) Limited, or its successor.
- 1.2 "Customer" means the party who or which purchases the Products from the Company, and includes the Customer's representatives, successors and permitted assigns.
- 1.3 "CPA" means the Consumer Protection Act, 68 of 2008.
- 1.4 "Contract" means any contract or Agreements arising out of the acceptance of any offer, whether that contract arises out of an offer made by the Company and accepted by the Customer, or an offer made by the Customer and accepted by the Company, and includes the terms and conditions of any Agreements between the parties regarding installation, if applicable.
- 1.5 "Products" means the products of the Company which form the subject matter of the Contract, including but not limited to the sale, supply and/or installation of components and/or goods (“*components*”) by the Company

2 IMPORTANT NOTICES

- 2.1 This document contains the terms and conditions on which the Company sells the Products to Customers who are consumers for the purposes of the Consumer Protection Act, 68 of 2008 (“CPA”). Any Customer of the Company who is not a consumer for the purposes of the CPA is not entitled to the benefits of these terms and conditions and any goods and/or services provided by the Company to such a person or justice entity shall be provided on the basis of the Company's standard terms and conditions, copies of which are available from the Company upon request.
- 2.2 This Agreement contains terms and conditions which:
 - 2.2.1 may limit the risk or liability of the Company or a third party; and/or
 - 2.2.2 may create risk or liability for the Customer; and/or
 - 2.2.3 may compel the Customer to indemnify the Company or a third party; and/or
 - 2.2.4 serves as an acknowledgement, by the Customer, of a fact.
- 2.3 The Customer's attention is drawn to these terms and conditions because they are important and should be carefully noted.
- 2.4 Nothing in this Agreement is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Customer or the Company in terms of the CPA.

3. SCOPE

- 3.1 In these terms and conditions, reference to “*the Company*” shall be a reference to Alpha Distribution Technologies (Pty) Ltd and a reference to “*the Customer*” shall include a reference to the applicant or Customer referred to on any application or quotation to which these terms and conditions are attached.
- 3.2 These terms and conditions shall be subject to any quotation signed by an authorized representative of the Company, including any variation recorded in any schedule, and in the event of any conflict between the provisions of the quotation and these terms and conditions, the provisions of these terms and conditions shall prevail.
- 3.3 Subject to 3.2, no variation of these Terms and Conditions shall apply, either at the time the Customer's order is accepted or at any time afterwards, unless the variation in question is expressly agreed to in writing and signed by an authorized representative of the Company.
- 3.4 If the components and/or the system(s) set out in the quotation (“*the equipment*”) are required by the Customer for the purpose of another contract between the Customer and a third party, none of the provisions of that other contract shall apply to or be incorporated in the contract between the Company and the Customer unless expressly confirmed in writing by an authorized representative of the Company.

4. SPECIFICATIONS

- 4.1 The equipment shall be supplied and/or manufactured and/or installed in accordance with the specifications or dimensions set out in the quotation (*if any*) and it is the responsibility of the Customer to check and ensure that those are correct; consequently, the Company will not be liable should the specifications or dimensions not be correctly stated.
- 4.2 Should there be any conflict between the description of the equipment, specifications and dimensions or other terminology of a technical nature set out in the quotation and that used by the Customer, those set out in the quotation shall prevail.
- 4.3 The Company reserves the right to make alterations and improvements, without notice, in the design or method of installation of the equipment.
- 4.4 Subject to 5.6.2 and 5.6.3.3 below the Company warrants that all designs and materials supplied by the Company in terms of the design prepared by the

Company and accepted by the Customer shall be fit for the Customer's purpose.

4.4 The Company does not warrant Products made by or sourced from other manufacturers or vendors specified by the Customer. Unless otherwise agreed in writing by the Company and the Customer any warranty applicable to such Customer specified products shall be limited solely to the warranty, if any, extended by the original manufacturer or vendor to the Company or the Customer.

5. SALE OF COMPONENTS

The following provisions shall apply in respect of the sale, supply and/or installation of components and/or goods ("*components*") by the Company:

5.1 Purchase Price (Cash In Advance "CIA"):

5.1.1 In respect of Customers who do not have accounts with the company and in respect of the purchase of equipment by the Customer, the entire purchase price shall be paid by the Customer in advance once the Customer has accepted the quotation. Where credit facilities are extended by the Company, in writing, the purchase price shall be paid within 30 (thirty) days from the date of the Company's statement.

5.1.2 Accounts are payable without deduction or set-off for any reason whatsoever.

5.1.3 In respect of goods to be installed at the Customer's premises, the quoted price for installation is payable by the Customer once installation has been completed by the Company unless the Company requires otherwise.

5.1.4 A Customer may cancel an order placed on the Company and accepted by the Company within 7 days of acceptance of the order by the Company.

5.1.5 When a Customer cancels an order placed by the Customer and the Company accepts such cancellation:

5.1.5.1 The Customer must return to the Company all equipment supplied by the Company in its original condition and original packaging together with all original user manuals;

5.1.5.2 The Company reserves the right to charge the Customer a handling and administration fee equivalent to 15% of the Company's quoted price for the equipment;

5.1.5.3 If the equipment returned by the Customer to the Company is damaged and not in its original condition and original packaging and does not contain the original user manuals the Company reserves the right to charge the Customer a handling and administration fee

equivalent to 30% of the Company's quoted price for the equipment.

5.1.5.4 If the equipment to be returned by the Customer to the Company has been irreparably damaged, the Company reserves the right not to accept return of the equipment from the Customer.

5.1.6 The Customer indemnifies the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of the cancellation.

5.2 Price Increases:

5.2.1 The purchase price is based on all the Company's costs, ruling or applying, at the date on which the purchase price is first quoted by the Company, including (without being limited to), if applicable, the costs of labour and materials, packaging, customs and excise duties, shipping, freight, railage and other transportation costs, landing charges and other import charges, and the cost of foreign exchange. All prices exclude Value Added Tax. If no price is quoted on, the purchase price shall be the Company's usual price as at the date of delivery.

5.2.2 If any of these costs are afterwards increased, for any reason beyond the Company's control or arising in the ordinary course of its business, then the purchase price shall be increased by the excess or if the excess cannot be determined exactly, by a reasonable allowance for it.

5.2.3 If the Customer disputes any increase in the purchase price in terms of 5.2.2, the increase shall be determined by the Company's then auditors, acting as experts and not as arbitrators and their decision shall be final and binding on the Company and the Customer. The auditors' charges for determining such increase shall be paid by the Customer.

5.3 Delivery:

5.3.1 Unless otherwise agreed in writing, delivery shall be made to the Customer at the Company's premises.

5.3.2 The Customer shall be responsible for procuring and arranging for the transportation of the components from the Company's premises to any destination required by the Customer.

5.3.3 Delivery shall be completed when the components are handed to the Customer or its agent at the Company's premises and before loading commences.

5.3.4 After completion of delivery the Company shall not be responsible for the arrival of the components at their destination or for any loss of or damage to the components from any cause whatsoever, while in transit.

5.3.5 Should the Company at the Customer's request agree to engage a carrier to transport the components for the Customer then:

5.3.5.1 the Company is authorized to engage a carrier on such terms and conditions as it deems fit;

5.3.5.2 the Customer shall indemnify the Company

against all demands and claims which may be made against it by the carrier so engaged and all liability which the Company may incur to the carrier arising out of the loading, transportation and unloading of the components.

5.3.6 Notwithstanding any other provision in the contract to the contrary the Company's obligation to deliver the components shall in all cases be subject to the following conditions precedent:

5.3.6.1 The availability to the Company of any materials, software and supplies required for the installation of the components;

5.3.6.2 The timely receipt by the Company of any instructions (including all drawings and specifications) required by the Company from the Customer for the procurement and installation of the components.

5.3.7 Time shall not be of the essence of the contract. The Company shall not be strictly bound by any dates agreed upon in the contract for completion of the work but shall make reasonable efforts to complete the work by such date(s).

5.3.8 If the Customer fails to take delivery of the components on due date, or, where no date is specified, on demand, then:

5.3.8.2 the Customer shall refund to the Company on demand the reasonable costs (including storage and insurance) of keeping the components during the period of that delay.

5.3.9 If delivery is made in installments then the provisions of this clause 5.3 shall apply to each installment.

5.4 Warranty in respect of Products Not Manufactured:

Without imposing any obligation on the Company, the Company will use its best endeavors to pass on to the Customer the benefit (with the corresponding liabilities) of any warranty received by the Company from the supplier of components not manufactured by the Company. Unless otherwise agreed in writing between the Company and the Customer nothing herein contained shall, however, impose upon the Company a greater liability than would be imposed by its own warranties, copies of which are available on request, nor shall the Company have any obligation to enforce the warranty passed on from the supplier of components not manufactured by the Company by litigation or other proceedings.

5.5 Ownership (In the case of Credit Facilities):

Notwithstanding the delivery of any components to the Customer, ownership thereof shall not pass until the Company has received payment of the full contract price.

5.6 Exclusions:

5.6.1 All specifications, illustrations, drawings, diagrams, price lists, dimensions, performance figures, advice, and

other technical data furnished by the Company whether before, during or after the conclusion of the contract, in respect of the components, and whether in writing or not, are furnished only on the basis that they will not form part of the contract or be relied upon by the Customer for any purpose, unless and to the extent that they are expressly warranted or guaranteed in writing by the Company and are, as such, expressly stated by the Company to form part of the contract.

5.6.2 If the components or any part of them are to be supplied in accordance with any specifications, measurements or other instructions furnished by the Customer the Customer shall not have any claim of any nature whatsoever against the Company for any loss or damages sustained by the Customer as a result of any error, discrepancy or defect in those specifications, measurements or other instructions.

5.6.3 The Company shall be exempted from and shall not be liable under any circumstance whatsoever for:

5.6.3.1 any damages of any nature, which the Customer may suffer as a result of any breach by the Company of its obligations under the contract;

5.6.3.2 any claim for any alleged shortage in delivery or failure of the components to comply with the contract, unless written notice of the claim is received by the Company within 7 (seven) days after receipt of the components by the Customer or if applicable, after they have been installed and commissioned;

5.6.3.3 Amendments to specifications provided by the Company to the Customer, where the Company, as the expert, has advised the Customer not to amend the specifications provided by the Company to the Customer, but the Customer persists and demands that such amendments are effected, the result of which is that the product(s) are no longer fit for purpose.

5.6.4 Any liability for any latent or other defect in any parts or components.

5.6.5 The Customer hereby indemnifies the Company against any claim which may be made against the Company by any other person in respect of any matter for which the liability of the Company is excluded in terms of these Terms and Conditions.

6. REPAIR, ALTERATION & ENHANCEMENT:

The following provisions shall apply in respect of the repair, alteration and/or enhancement of any goods and/or system(s) ("*the work*") specified in the quotation/schedule, by the Company:

6.1 Contract Price:

Unless otherwise agreed in writing the contract price in respect of the repair, alteration and/or enhancement of any goods and/or system(s) shall be determined at the Company's standard rates and charges ruling at the time the repair, alteration and/or enhancement of any goods and/or system(s) is carried out.

6.2 Price Increases:

6.2.1 If the Company agrees to carry out the repair, alteration and/or enhancement of any goods and/or system(s) at a fixed contract price, then should the Company's costs for the work, adjusted to take into account labour costs of hourly paid employees at the date of these Terms and Conditions and any increase of the from time to time, of any parts or components to be supplied in connection with the work, be increased thereafter for any reason beyond its control or arising in the ordinary course of its business, the Company shall be entitled to adjust that fixed contract price:

6.2.1.1 By an amount equal to the increase in its costs; or

6.2.1.2 If that increase in its costs cannot be calculated exactly, by a reasonable amount to cover it.

6.2.2 If the Customer disputes any increase in the contract price in terms of 6.2.1, the Company's then auditors (acting as experts not as arbitrators) shall determine the increase and their decision shall be final and binding on the Company and the Customer. The auditors' charges for determining such increase shall be paid by the Customer.

6.3 Dismantling and Quoting:

If it becomes necessary to strip or dismantle any equipment in order to prepare a quotation for repairs, the following conditions shall apply:

6.3.1 the Company shall be entitled to dismantle the equipment to such extent as it deems necessary in order to prepare the quotation for repairs;

6.3.2 the Customer shall be liable for all costs incurred by the Company in dismantling the equipment and which shall be charged at the Company's current rates, whether the quotation for repairs is accepted or not;

6.3.3 In the event of the Customer not accepting the Company's quotation for repairs the Customer shall be charged at the Company's current rates for the dismantling of the equipment. The Customer shall thereafter accept and remove the equipment in its stripped down and/or dismantled condition.

6.4 Sub-Contractors:

All or any part of the work to be carried out by the Company may be carried out by it or, on its behalf, by any sub-contractor appointed by it.

6.5 If any process is to be applied to the goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses incurred by the Company in connection with any claim for infringement of any patent, copyright, design, trademark or other intellectual property rights.

7. GENERAL

The following provisions shall apply generally to every

contract with the Company:

7.1 Payments:

7.1.1 All payments shall be made to the Company:

7.1.1.1 in South African currency, free of bank and other charges at such address in the Republic of South Africa as the Company may require from time to time;

7.1.1.2 together with VAT thereon, at the applicable rate, unless the purchase price is expressed by the Company to be inclusive of VAT;

7.1.1.3 without any deduction or set-off.

7.1.2 Any amount not paid by the Customer on due date may, at the election of the Company, bear interest at the rate of 2.5% (two and half percent) above the prevailing prime overdraft rate of the Company's bankers, from time to time, from the date on which it falls due until it is paid.

7.1.3 Should the Company need to enlist the services of its Attorneys to recover monies due, owing and payable by the Customer to the Company then the Customer agrees to remain liable for the Company's costs in respect of the collection of monies due, owing and payable by the Customer to the Company on the attorney and client scale.

7.2 Discounts:

7.2.1 All prices are strictly net and not subject to any discount unless otherwise agreed in writing.

7.2.2 If any discount is agreed to in writing then the discount shall only be allowed on the net price shown in the monthly statements and then only if payment is received by the Company on due date.

7.3 Vis Major (Natural & Unavoidable Catastrophe):

The Customer shall not have any claim of any nature whatsoever against the Company for any failure to carry out its obligations under the contract as a result of vis major, including but without being limited to, any strike, lock-out, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by a sub-contractor or supplier of the Company, riot, political or civil disturbances, the elements, any act of any state or government or any other authority, or any other cause whatsoever beyond the Company's control.

7.4 Permits:

If any permit or other consent or approval is required by the Company under any law (including any statute, ordinance, by-law, proclamation, regulation or other enactment) for the performance of the contract or any part of it, then the contract shall not take effect until the Company obtains that permit, consent or approval.

7.5 Suspension of Work:

Should the manufacture, repair, alteration or enhancement of any components, the installation of any

components, the design, repair, alteration or enhancement of any system, or the installation or implementation of any system, be suspended on instructions from the Customer, or as a result of the failure by the Customer to give the Company any or adequate information or instructions which the Company may require for that purpose, or as a result of any other delays excluding delays caused by vis major, occasioned through no fault of the Company, any additional costs incurred by the Company in consequence of that suspension or delay, including where applicable, all the additional costs incurred by the Company in keeping its employees at the Customer's premises or site either during or after completion of commissioning, shall be added to the contract price and paid for accordingly by the Customer.

7.6 Suspension of Company's Obligations:

If any amount owed by the Customer to the Company from any cause whatsoever, whether under a contract or not, is not paid on due date, without prejudice to any other right which it may have, the Company may:

7.6.1 require that all amounts then owed to it by the Customer, from any cause whatsoever (and whether under a contract or not), shall immediately become due and payable;

7.6.2 retain in its possession any components of the Customer until all those amounts have been paid;

7.6.3 suspend, until payment is made, the carrying out of any of its then uncompleted obligations from any cause whatsoever and whether under the contract or not;

7.6.4 terminate any credit facilities granted to the Customer whether under the contract or not.

7.7 Compliance with laws:

The Customer shall comply with all laws, including all statutes, ordinances, by-laws, proclamations, regulations and other enactments, which are required to be complied with by the Customer or the Company for the purpose of the contract, and the Customer indemnifies the Company against loss, damage, costs, or other liability incurred by the Company as a result of the Customer failing to comply with any such law.

7.8 Representations:

7.8.1 This document together with any quotation which may be issued by the Company in relation to any particular contract constitutes the sole record of the Agreements between the Company and the Customer.

7.8.2 Any verbal arrangements, advice, representations or promises, which are not recorded herein, shall not bind the Company.

7.9 Cancellation:

7.9.1 The Company may cancel a contract, or any

uncompleted part of it, if the Customer:

7.9.1.1 commits a breach of any of the terms or conditions of the contract; or

7.9.1.2 being an individual, dies or is provisionally or finally sequestrated or surrenders his estate; or

7.9.1.3 being a partnership, the partnership is terminated; or

7.9.1.4 being a company, is placed under provisional or final order of liquidation or judicial management; or

7.9.1.5 compromises or attempts to compromise generally with the Customer's creditors.

7.9.2 The Company's rights in terms of 7.9.1 shall not be exhaustive and shall be in addition to its other rights under this document or otherwise.

7.9.3 No relaxation which the Company may permit on any one or more occasion in regard to any of the Customer's obligations shall prejudice or be regarded as a waiver of the Company's rights to enforce those obligations on any subsequent occasion.

7.9.4 Upon the cancellation/termination of a contract for any reason whatsoever:

7.9.4.1 all amounts then owed by the Customer to the Company whether under the contract or otherwise shall become due and payable forthwith;

7.9.4.2 the Company may retake possession of any components sold where ownership has not passed.

7.10 Governing Law:

The validity of a contract or this document, its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of its performance or expiration or earlier termination for any reason, shall be determined in accordance with the laws of the Republic of South Africa.

7.11 Jurisdiction and Litigation:

7.11.1 If the Customer is a resident of or carries on business in the Republic of South Africa then the Company shall be entitled to institute proceedings against the Customer in any Magistrates' Court having jurisdiction over the Customer even if the cause of action in question otherwise exceeds the jurisdiction of the Court.

7.11.2 If the Customer is not a resident of and does not carry on business in the Republic of South Africa, then the Customer consents and submits to the jurisdiction of the South Gauteng High Court, and all Courts of Appeal therefrom for all purposes.

7.11.3 A certificate under the hand of any director or manager of the Company in respect of any indebtedness of the Customer to the Company or in respect of any other fact, matter or thing, including, without limitation, that goods were delivered or services rendered, shall be prima facie evidence of the Customer's indebtedness to the Company and prima facie evidence of the delivery of

such goods or rendering of such services.

7.11.4 In the event of the Company taking legal action against the Customer because of a breach by the Customer of its obligations to the Company including, without limitation, its failure to pay any account, the Customer shall pay for all legal costs incurred by the Company on the scale as between attorney and client including, without limitation, collection fees, tracing agents' fees and fees of counsel as on brief.

7.11.5 In the event that these conditions are annexed or attached to, or incorporated by reference, in a document in which the Customer's physical address or addresses are reflected, then the Customer agrees to accept delivery of any notice or service of any court process or other documentation, including notifications in terms of the National Credit Act, at such address or any of such addresses.

7.12 Negotiable Instruments:

Any promissory note, bill of exchange, or other negotiable instrument received by the Company from the Customer shall not be a novation of the debt for which it is given.

7.13 Credit Facilities:

8.13.1 The Company is under no obligation to extend credit facilities to the Customer and no such facilities shall be extended unless done so specifically by the Company, in writing.

7.13.2 The nature and extent of such facilities shall at all times be in the Company's sole discretion and the Company reserves the right to amend, vary, suspend or withdraw such facilities at any time. The Company reserves the right to review any credit facility granted to a Customer every 12 months and the Customer hereby consents to such review of any credit facilities granted to a Customer by the Company every 12 months.

7.14 Credit Information:

7.14.1 The Customer agrees that the information provided by it to the Company may be utilised by the Company to conduct a credit assessment or affordability assessment in respect of the Customer.

7.14.2 The Company and the Customer's consent to the request and to the obtaining by the Company from any third party including, without limitation, any registered credit bureau, or any credit provider, information relevant to the conduct of a credit assessment or affordability assessment in respect of the Customer or to the tracing of the Customer.

7.14.3 The Company has the Customer's consent to furnish consumer credit information concerning the Customer, to any third party including, without limitation, any credit bureau or credit provider.

7.15 Interpretation

The headings in these conditions are for convenience only and are not to be taken into account for the purpose of interpreting these Terms and Conditions.