



## STANDARD TERMS AND CONDITIONS OF GADGETS AND TECHNOLOGY CONNECTION cc (Hereinafter referred to as "GT Connection")

### 1. QUOTES

All quotes will remain valid for a period of 5 days from the date of the quote or until the date of issue of a new Price List, whichever occurs first.

1.2 All quotes are subject to the availability of the goods and services and the prices quoted are subject to any increases in the cost price (including currency fluctuations) of GT Connection before dispatch of goods and Commencement of services. The amount of such increase shall be certified by any independent auditor appointed by GT Connection and such certificate shall be final and binding on the Customer

### 2. ORDERS, DELIVERIES AND INVOICES

2.1 The parties specifically agree that my terms and conditions imposed by the Customer in any order, enquiry, specifications, acceptance or in any other manner whatsoever which are in conflict with the terms of his Standard Conditions of Agreement will be void and of no force or effect.

2.2 Subject to 2.1 above, all orders or variations to orders by the Customer will be binding and subject to these Standard Conditions of Agreement once they have been accepted by GT Connection and my not be cancelled. GT Connection is not bound by my variation to any order unless such variation is set out in writing and signed by the authorised representative of GT Connection.

2.3 The Customer waives the requirement to receive notice of the acceptance by GT Connection of any offer or order made by the Customer and furthermore agrees that a binding and enforceable agreement will come into existence upon acceptance by GT Connection of the Customer's order, which acceptance shall take place or be deemed to take place at the head office, of GT Connection in Centurion and will be subject to the provisions of clause 2.1 above.

2.4 The Customer shall pay all costs incurred as a result of any act or omission on the part of the Customer including suspension at work, modifications of requirements, failure or delay in giving particular requisites to enable work to proceed on schedule or requirements that work be completed earlier than agreed. Time spent by GT Connection as a result of the same shall be charged at GT Connection standard charge rate for the type of work and services in question and in respect of work to be done on an urgent basis at the rate normally charged by GT Connection for urgent work.

2.5 The Customer agrees to the standard rates of GT Connection for any goods and services rendered where no rate has been agreed, which rates may be obtained on request.

2.6 GT Connection shall be entitled to cancel any contract or order if it cannot perform due to force majeure from any cause beyond the control of GT Connection, including (without restricting the cause to these instances): inability to secure labour, power, materials or supplied, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout or other labour disputes, fire floor drought or legislation.

2.7 GT Connection shall be entitled to cancel any contract or order and claim any damages if the Customer breaches any term of this contract or makes any attempt to compromise its estate or if the Customer is placed under liquidation (where provisionally or finally), or is sequestrated (whether provisionally or finally), or is placed under judicial management or if any judgment is recorded against the Customer or my of its principals.

2.8 The Customer agrees that GT Connection will be immediately and irrevocably released from my liability (contractual or delictual) to the Customer should clauses 2.6 or 2.7 apply.

2.9 GT Connection shall be entitled in its sole discretion to split the delivery/performance of the good and services ordered in the quantities and on the dates it deems.

2.10 GT Connection shall be entitled to invoice separately each delivery/performance actually made.

2.11 Delivery, installation and performance times given are merely estimates and are not binding on GT Connection.

2.12 Any item handing in for repair may be sold by GT Connection to defray the cost of such repairs if the item remains uncollected within 30 days of the goods being taken in by the customer.

2.13 All goods taken on an evaluation basis by the Customer shall be deemed to have been sold to the Customer if the same are not returned to GT Connection in perfect condition, in the original packaging and with all accessories and manuals intact within 14 (fourteen) days of the goods being taken by the Customer.

All goods taken on a consignment basis by the Customer shall be deemed to have been sold to the Customer if the same are not returned in a perfect condition, in the original packaging and with all the accessories and manuals intact with 30 days of the goods being taken by the Customer.

2.14 Delivery of the goods to the Customer shall take place at the place of business at GT Connection.

2.15 If GT Connection agrees to engage a third party to transport the goods, GT Connection shall do this on behalf of the Customer and is hereby authorised to engage such third party on the Customer's behalf, the Customer hereby authorising and ratifying any reasonable decisions made by GT Connection on its behalf in regard to such contract of transport.

2.16 The Customer indemnifies GT Connection against any claims that may arise against GT Connection from the agreement referred to in 2.15.

2.17 The Customer hereby agrees that the goods and services on the tax invoice issued have been checked by it and are deemed to be the goods and services ordered by the Customer at the prices agreed to by the Customer and that no errors can be corrected later. Where delivery/performance has already taken place the Customer agrees that the goods and services are deemed to have been impeded by the Customer and that the Customer is satisfied that the goods and services conform in all respects to the quality ordered and are free from my defects and that all goods reflected in the tax invoice and deemed to have been delivered to the Customer and received by the Customer.

2.18 Any delivery note (copy or original) signed by the Customer or a third party engaged to transport the goods shall be conclusive proof that delivery was made to the Customer. Any third party engaged in transporting the goods shall be deemed to be the agent of the Customer irrespective of which party gave instructions to or paid such third party.

### 3. PAYMENT TERMS

3.1 The Customer shall pay the amount on the tax invoice at the offices of GT Connection by (a) Bank Guaranteed cheque on order; or (b) if the Customer is a Credit Approved Customer, within the granted credit period as specified on the Credit Application after a tax invoice is issued by GT Connection.

3.2 The Customer is not entitled to withhold payment for any reason whatsoever and agrees that no extension of payment terms of any nature will be extended to the Customer and if any such extension of any nature is extended to the Customer, any such extension will not be applicable or enforceable unless agreed to by GT Connection, reduced to writing and signed by the Customer and a duly authorised representative of GT Connection.

3.3 The Customer is not entitled to set of any amount due to the Customer by GT Connection against any debt of amount due by GT Connection or any claim against GT Connection.

3.4 All discounts will be forfeited if payment in full is not made on the due date.

3.5 The Customer agrees that interest shall be payable on any monies due to GT Connection at the maximum legal interest rate permitted in Law (and if no maximum amount is permitted in Law, at the rate of 10% above the prime overdraft rate as charged by the bankers of GT Connection from time to time) from the date they fall due.

### 4. WARRANTIES

4.1 New goods are guaranteed according to the Manufacturers product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantees

4.2 Liability under clause 4.1 is restricted to the cost of repair or replacement of faulty goods and services or granting of a credit to the value of such goods or services at the sole discretion of GT Connection.

4.3 The Customer will have no claim under this contract unless GT Connection has received by hand or prepaid registered post within 7 (seven) days of the alleged breach of defect occurring, a written notice from the Customer specifying the alleged breach or defect and requesting GT Connection to remedy the same within 30 (thirty) days of receipt of such written notice.

4.4 To be valid any guarantee claim must be supported by the original tax invoice issued by GT Connection.

4.5 The Customer shall return any defective goods to the premises of GT Connection at the Customers own cost and packed in the original Packaging of the goods otherwise the guarantee will not be enforceable.

4.6 All guarantees are immediately null and void should any equipment be tampered with or should the seals on equipment be broken by anyone other than GT Connection or should the goods be operated outside the Manufacturers specification.

4.7 GT Connection shall not accept any responsibility for the loss of data or programs due to negligence or mechanical failure. It is the customers responsibility to ensure that regular backups are performed timeously.

### 5. LIABILITY OF GT CONNECTION

5.1 Under no circumstances will GT Connection be liable for any consequential damages or for any delictual liability of any nature whatsoever.

5.2 Under no circumstances will GT Connection be liable for any damage arising from any misuse or abuse of the goods.

### 6. DEFAULT

6.1 The Customer agrees that if an account is not settled in full on due date, GT Connection shall be entitled to:

6.1.1 Immediately institute action for recovery of the monies due together with any damages suffered; or

6.1.2 Cancel the agreement; take repossession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right, GT Connection may be entitled to in terms of this agreement or in law.

6.2 A Credit Approved Customer will no longer be entitled to any credit in the event that any payment is not made in accordance with the terms and conditions of this contract or in the event of any payment not being made on due date.

6.3 In the want of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator appointed by GT Connection after such repossession and such valuation will be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

6.4 The Customer irrevocably authorises GT Connection to enter its premises to repossess any goods delivered and indemnifies GT Connection completely against any damages whatsoever relating to the removal of repossessed goods

6.5 The Customer agrees that the amount due and payable to GT Connection may be determined and proven by a certificate issued and signed by any independent auditor. Such certificate shall be prima facie proof of the indebtedness of the Customer.

6.6 Any printout of the computer evidence tendered by GT Connection shall be admissible evidence and the Customer may not object to the admissibility of such evidence on the grounds that such evidence is computer evidence.

6.7 The Customer shall be liable to GT Connection for all legal expenses incurred by GT Connection on the attorney and own client scale in the event that (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties and for any form of security that GT Connection may demand.

6.8 The Customer shall pay into court an amount sufficient to cover all costs for which the Customer may be liable to GT Connection or its attorneys in respect of any actions instituted by the Customer against GT Connection or by GT Connection against the Customer.

6.9 The Customer agrees that GT Connection will not be required to furnish security in terms of rule 62 of the rules of Court of the Magistrates Courts or in terms of rule 47 of the Law of the High Court 59. 11959.

6.10 The Customer hereby agrees that GT Connection shall have the right to institute any legal action in either the Magistrate's Court or the High Court at its sole discretion.

6.11 This Agreement and its interpretation are subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts.

### 7. OWNERSHIP

7.1 All goods supplied by GT Connection remain the property of GT Connection until such goods and all other goods and services supplied or rendered by GT Connection to the Customer have been paid in full by the Customer whether such goods are attached to other property or not.

7.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the Prim written consent of GT Connection.

7.3 If any good supplied to the Customer are of generic nature and have become property of the Customer by operation of law (confusion or commixtion) the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to GT Connection.

### 8. DOMICILIUM AND SERVICE OF DOCUMENTS

8.1 Any document will be deemed duly Presented to the Customer within

8.1.1 3 days of dispatch by prepaid registered mail to any of the Customer's business or Postal addresses or to the personal address of any director, member or owner of the Customer or the domicilium citandi at executandi or the address reflected as being its physical address on the first page hereof.

8.1.2 within 24 hours of being faxed to any of the Customer's fax numbers or any director's members or owner's tax numbers of the fax numbers set out next to the Customers name on page one hereof.

8.1.3 on being delivered by hand to the Customer or any director, member or owner of the Customer or any party reflected as a director, member or owner of the Customer on page one hereof; or

8.1.4 within 48 hours if sent by overnight courier to any of the addresses referred to in (i) above; or

8.1.5 within 24 hours of being teleaxed to the Customer's telex number.

8.2 The Customer chooses as its domicilium citandi at executandi the address reflected as being its physical address on the first page hereof.

### 9. COPYRIGHT

9.1 The Customer acknowledges that all copyrights vest in GT Connection and shall not duplicate any copyrighted materials.

9.2 The Customer specifically agrees that it will pay the full prevailing price to GT Connection in respect of any material which it attempts to copyright and in addition will pay a penalty for the same in the sum of R20 000.00 in respect of each item duplicated (whether successfully or not).

### 10. REPRESENTATIONS

10.1 The Customer:

10.1.1 acknowledges that no representations were made by GT Connection in regard to the goods or services or any of its qualities other than those contained herein;

10.1.2 acknowledges that neither GT Connection nor any of its employees or agents will be liable for negligent or innocent misrepresentations made to the Customer,

10.1.3 acknowledges that it is its sole responsibility to determine that the goods and services ordered are suitable for the purposes of the intended use.

### 11. SECURITY

11.1 The items herein supersede all previous conditions but shall not cancel any securities or guarantees held by GT Connection all of which shall remain in full force and effect and be considered as additional securities and guarantees to those contained herein.

11.2 Any item delivered to GT Connection will serve as a pledge in favour of GT Connection for present and past debts and GT Connection will be entitled to retain or realise such pledges, as it deems expedient at the value as determined by a sworn evaluator appointed by GT Connection. The sworn or realized value of pledged goods will be offset against the Customer's debts and any remaining balance will be paid to the Customer. The Customer will be liable for the costs of the sworn valuator who values the goods.

11.2 Any item left at the premises of GT Connection is done so at the owners risk and GT Connection will not accept any responsibility therefor.

### 12. INFORMATION

12.1 The Customer undertakes to inform GT Connection in writing, within 7 days, of any change of Director, Member, shareholder or owner of the Customer and of any change in the address of the Customer. In the event of the Customer or alienating its business, or the shares or members interest in the Customer being sold, the Customer shall advise GT Connection 14 days prior to such sale taking place. Failure to comply with any of the conditions of this clause 12.1 will constitute a material breach of the agreement on the part of the Customer entitling GT Connection to cancel this agreement should it elect to do so.

12.2 The Customer hereby consents, to the storage and use by GT Connection of the personal information that it has provided to GT Connection for establishing its credit rating and to GT Connection disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that GT Connection will not be held liable for the disclosure of any of this information to such third parties and that no further specific consent need to be obtained for the transfer of such information to a specific third party.

### 13. GENERAL

13.1 This document represents the entire agreement between the Customer and GT Connection and no alteration addition or consensual cancellation of this contract or of my order shall be of any force or effect unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of GT Connection.

13.2 This agreement will govern all future contractual relationships between the parties, notwithstanding anything to the contrary in the Customer's inquiry, specifications, acceptance, order or other documentation or discussions.

13.3 This agreement is applicable to any indebtedness which the Customer may have towards GT Connection, from whatsoever cause arising

13.4 This agreement is final and binding and is not subject to any suspensive or resolutive conditions other than those imposed in writing by GT Connection at the time of acceptance of the offer.

13.5 The Customer expressly waives all rights to claim prescription under the relevant provisions of the Prescription Act 68 of 1969 as amended.

13.6 The Customer agrees that no indulgence whatsoever by GT Connection will affect the terms of this agreement or any of the rights of GT Connection and such indulgence shall not constitute a waiver by GT Connection in respect of any of its rights herein. Under no circumstances will GT Connection be stopped from exercising any of its rights in terms of the contract.

13.7 The invalidity of any part of this contract will not affect the validity of any other part.