



ICTUS EQUIPMENT (PTY) LTD

REGISTRATION NUMBER: 1979/003732/07

VAT NUMBER: 4190104283

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. The customer agrees that (a) This agreement represents the entire Agreement between the customer and Ictus Equipment (Pty) Ltd (hereafter referred to as Ictus) and that no alterations or additions to this agreement may be affected unless agreed to by both parties reduced to writing and signed by the customer and a duly authorized representative of Ictus; (b) This agreement will govern all future contractual relationships between the parties; (c) This agreement is applicable to all existing debts and future debts between the parties; (d) This agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of the Agreement without prejudice to any securities or guarantees held by Ictus and (g) these terms apply to all agents of Ictus.
2. This agreement only becomes final and binding on receipt and acceptance of this offer by Ictus, at its business address in Wadeville, Johannesburg, South Africa.
- 2.1 Any order only becomes final and binding on receipt and acceptance of such order by Ictus at its business address per clause 2.
3. The signatory hereby binds himself/herself in his/her personal capacity as shareholder (in the case of a company), member (in the case of a close corporation) or Owner or Partner as co-debtor jointly and severally for the full amount due to Ictus and agrees that these standard Conditions will apply in the exact same way to him/her.
4. The customer acknowledges that it does not rely on any representations made by Ictus in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement all specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Ictus in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by Ictus.
5. The customer agrees that neither Ictus nor any of its employees will be liable for any negligent or innocent misrepresentations made to the customer.
 - 5.1 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.
 - 5.2 The customer agrees to pay all additional costs resulting from any acts or omissions by the customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
 - 5.3 Ictus reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered should the Customer supersede such goods, replaced or their manufacture terminated.
6. All quotations will remain valid for a period of 30 Days from that date of the quotation or until the date of issue of a new price list, whichever ever occurs first.
 - 6.1. All quotations are subject to the availability of the goods or services and subject to correction of goods faith errors by Ictus and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of Ictus before acceptance of the order.
 - 6.2. If the customer disputes the amount of increase, any independent auditor may certify the amount of the increase and such certificate shall be final and binding on the Customer.
 - 6.3. The Customer hereby confirms that all the goods or services on any tax invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery/performance has already taken place, that the goods or services were inspected, and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and free from any defects.
 - 6.4. Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these standard conditions of Agreement and may not be revoked by the Customer.
 - 6.5. Ictus shall be entitled in its sole discretion to split the delivery/performance of the goods or services ordered in the quantities and on the dates it decides.
 - 6.6. Any delivery notes or waybill or job card (copy or original) signed by the customer or a third party engaged to transport the goods and held by Ictus shall be prima facie proof that delivery was made to the customer.



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- 6.7. The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid in full Ictus may recover insurance premiums from the Customer for such ordered and uninsured goods.
- 6.8. Delivery, installation, and performance times quoted are merely estimates and are not binding on Ictus.
- 6.9. If Ictus agrees to engage a third party to transport the goods, Ictus is hereby authorized to engage a third party on the customers behalf and on the terms deemed fit by Ictus.
- 6.10. The customer indemnifies Ictus against any claims against Ictus that may arise from such agreement in clause 6.9.
- 6.11. Repair times and repair costs given are merely estimates and not binding on Ictus.
- 6.12. Any item handed in for repair may be sold by Ictus to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
- 6.13. All goods taken on a loan basis by the Customer are deemed sold if not returned with 21 days of return demand in the original condition, in the original packaging and with all accessories and manuals intact.
7. New goods are guaranteed according to the manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantee and parts are guaranteed according to the Manufacturers product specific warranties.
 - 7.1. Liability under clause 7 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of Ictus.
 - 7.2. No claim under this Agreement shall arise unless the Customer has, within 3 days of an alleged breach of contract and/or defect occurring, given Ictus written notice by prepaid registered post of such breach or defect, and has afforded ictus at least 30 days to rectify such defect or breach.
 - 7.3. To be valid, the original Tax invoice must support claims.
 - 7.4. The customer shall return any defective moveable goods to the premises of Ictus at the Customers own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the customer.
 - 7.5. All guarantees are immediately null and void should the goods be used or stored outside the manufacturers specifications
 - 7.6. Any item delivered to Ictus shall serve as a pledge in favour of Ictus for present and past debts and Ictus shall be entitled to retain or realize such pledges, as it deems expedient at the value as determined in clause 15. The sworn or realized value of pledged goods will be offset against the Customers debts and any excess balance will be paid to the Customer.
8. Under no circumstances shall Ictus be liable for any consequential damages including loss of profits or for any direct liability of any nature whatsoever whether caused negligently or innocently.
 - 8.1. Under no circumstances shall Ictus be liable for any damage arising from any misuse, abuse or neglect of goods or services.
9. Delivery of the goods or services to the customer shall take place at the place of business of Ictus.
10. Customer agrees that the amount contained in the tax invoice issued by Ictus shall be due and payable unconditionally (a) cash on order; (b) if the customer is a credit Approved customer, or (c) is located outside of the borders of RSA, within 30 Days from the end of the month in which a Tax Invoice has been issued by Ictus.
 - 10.1. The customer agrees to pay the amount on the Tax invoice at the offices of Ictus or at such other place Ictus may designate in writing.
 - 10.2. The risk of payment by cheque through the post rests with the Customer.
11. The customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the customer and any such extension will not be applicable or enforced unless agreed to by Ictus reduced in writing and signed by the Customer and a duly authorized representative of Ictus.
 - 11.1. The Customer is not entitled to set off any amount due to the customer by Ictus against this debt.
 - 11.2. All discounts shall be forfeited if payment in full is not made on the specified due date.
12. The customer agrees that the amount due and payable to Ictus may be determined and proven by a certificate issued and signed by any director, or manager of Ictus, whose authority need not to be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the customer.
 - 12.1. Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of electronic Communications and Transactions Act of 2002 has not been met.



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13. The customer expressly agrees that no debt owed to Ictus by the Customer shall become prescribed before the passing of a period of 6 years from the date the debt falls due.
14. The customer agrees that if an account is not settled in full (a) against order; (b) within the period agreed in clause 10 above in the case of a Credit Approved Customer; Ictus is (i) entitled to immediately action the customer at the sole expense of the Customer; or (ii) to cancel the Agreement and take possession of any goods delivered to the customer and claim damages. These remedies are without prejudice to any other right Ictus may be entitled to in terms of this Agreement or in law. Ictus reserves the right to stop supply immediately on cancellation or on non-payment.
 - 14.1. A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 10.1 (b) and all amounts then outstanding shall become due and payable.
 - 14.2. Ictus shall be entitled to withdraw credit facilities at any time within its sole discretion.
15. In the event of cancellation, the customer shall be liable to pay (a) a 15% handling fee if cancelled within seven working days from receipt of order.
 - (b) customer shall be liable for the full value of the order if cancelled after seven working days and (c) the difference between the selling price and the value of the goods at the time of repossession and
 - (d) all other costs incurred in the repossession of the goods. The value repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value.
 - 15.1. The Customer irrevocably authorizes Ictus to enter its premises to repossess any goods delivered and indemnifies Ictus completely against any damage whatsoever relating to the removal of repossessed goods.
 - 15.2. in the event of cancellation of the Agreement by Ictus, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.
16. The customer is not entitled to sell or dispose of any goods unpaid without prior written consent of Ictus. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of in the goods.
 - 16.1. If any goods supplied to the Customer are of a generic nature and become the property of the Customer by operation of law in (*confusion or commixtio*) the Customer shall be obliged on notice of cancellation of the Agreement to retransfer the same quantity of goods in ownership to Ictus.
17. The Customer shall be liable to for all legal expenses on the attorney-and-own-client scale incurred by Ictus in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Ictus may demand.
 - 17.1. The Customer agrees that Ictus will not be required to furnish security in terms of Rule 62 of the Court of the Magistrates Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.
18. The Customer agrees that no indulgence whatsoever by Ictus will affect the terms of this Agreement or any of the rights of Ictus and such indulgence shall not constitute a waiver by Ictus in respect of any of its right herein, under no circumstances will Ictus be stopped from exercising any of its rights in terms of this Agreement.
19. The Customer hereby consents that Ictus shall have the right to institute any legal action in either the magistrates Court or the Witswatersrand Local Division of the High Court at its sole discretion.
20. Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of 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 (ii) within 24 hours of being faxed to any of the Customers fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mail address provided by the Customer .
 - 20.1. The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (*domicilium citandi et executandi*) of any Director (in the case of a company), member (in the case of a close corporation) or of the Owners (s) or Partner(s).



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- 20.2. The Customer undertakes to inform Ictus in writing within 7 days of any change of Director, member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customers business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Ictus reserves the right, at its sole discretion, to withdraw any credit facility advanced to the customer.
- 20.3. The Customer hereby consents to the storage and use by Ictus of the personal information that is has provided to Ictus for establishing its credit rating and to ictus disclosing such information to credit control companies, banks and to other institutions involved in rating credit. The customer agrees that Ictus will not be held be liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for transfer of such information to a specific third party.
21. The Customer agrees to the standard Rates of Ictus for any goods or services rendered, which rates may be obtained on request.
22. Each provision of this Agreement is severable from other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this agreement shall nevertheless remain binding and continue with full force and effect.
23. Any order is subject to cancellation by Ictus due to acts of God or any circumstances beyond the control of Ictus, including (without restricting this clause to these instances: inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought, or legislation.
24. Any order is subject to cancellation by Ictus if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination, or judgment is recorded against the Customer or any of its principals.
25. The Customer agrees that Ictus will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.
26. This agreement and its interpretation are subject so South African law and the Customer consents to the exclusive jurisdiction of the South African courts referred to in clause 19.
27. Cost of delivery is for the customer's account unless agreed otherwise by Ictus in writing.