

SECTION B

Mangaung Information Communication Technology cc

STANDARD TERMS AND CONDITIONS

1. **IN THESE TERMS AND CONDITIONS:-**
 - 1.1 The "goods" means the goods as indicated on any company forms, price lists, quotations, orders or tax invoices and the website.
 - 1.2 The "services" means the services as indicated on any company forms, price lists, quotations, orders or tax invoices and the website.
 - 1.3 The "supplier" means the entity referred to as Mangaung Information Communication Technology CC.
 - 1.4 The "customer" means the entity referred to in the "Section A" of the Mangaung Information Communication Technology CC's Credit Application form and or indicated on any company forms, quotations and tax invoices for goods delivered collected and or service rendered to.

2. **PRICES AND QUOTATIONS**
 - 2.1 The price of the goods sold or services rendered shall be the usual price as set out in the supplier price list at the time of the sale.
 - 2.2 The supplier has the right to change the prices of the goods from time to time without prior notice to the customer if and when the currency changes or the distributors amend the prices and or delivery cost changes.
 - 2.3 All quotes remain valid for two (2) days from the date indicated, subject to availability on the goods.

3. **PAYMENT**
 - 3.1 The customer shall pay the amount on the tax invoice to the supplier. Payment is due immediately for customers. After three (3) months continuous purchasing of goods the supplier can offer the customer seven (7) or thirty (30) days terms from invoice date.
 - 3.2 Where the customer uses a postal service to effect payment or uses Internet banking, to deliver or return goods such postal services and the bank shall be deemed to be the agent of the customer.
 - 3.3 The customer has no right to withhold payments due to the supplier.
 - 3.4 The supplier shall have the right to suspend deliveries and to exercise its rights in terms of clause 4 if any amount due by the customer is unpaid.
 - 3.5 If any amount owed is not settled in full (a) on due date (b) on demand, The supplier is entitled to, without prejudice to any of its rights;
 - 3.5.1 immediate institute action against the customer and/or
 - 3.5.2 cancel the sale and take possession of any goods delivered to the customer, including goods sold or disposed of by the customer which have not been paid for in full, and claim damages.
 - 3.5.3 any amount not paid by the customer in terms shall bear interest at the rate of two and a half percent (2.5%) per month, calculated from the date the debt fall due until it is paid.
 - 3.6 Interest will be charged on overdue amounts of the customer at the legal *mora* rate.
 - 3.7 Any payment arrangement entered into between the supplier and the customer will not constitute a novation of the debt. The supplier rights are therefore reserved to proceed, without notice, for the full debt should the customer fail to honour any payment arrangement.
 - 3.8 Hereby the customers give authority to arrange with the customers bank or building society to collect the monthly subscription rate against the bank or transmission account (wherever it may be and indicated in section C) in terms of a debit order to be processed.

4. **CREDIT FACILITIES**
 - 4.1 The supplier decision to grant credit facilities to the customer and the nature and extent thereof is at the sole discretion of the supplier. The supplier may contact credit bureau and registered credit providers.
 - 4.2 The supplier reserves the right to withdraw, increase or decrease any credit facilities at any time without prior notice.
 - 4.3 Any credit limit granted to the customer shall not be exceeded. The supplier has the right to increase or decrease the credit limit at any given time.

5. **ORDERS**
 - 5.1 The customer hereby confirms that the goods and services on the tax invoice issued duly represent the goods and services ordered by the customer at the prices agreed to by the customer and where performance/delivery has already taken place that the services and goods were inspected and that the customer is satisfied. That these conform in all respects to the quality and quantity ordered and are free from any defects.
 - 5.2 The supplier will accept all written and oral orders. All such orders and any variations to orders will be binding, subject to these standard terms and conditions and may not be varied or cancelled without prior written consent from the supplier. The supplier will not be responsible for any errors or misunderstandings occasioned by the customer's failure to make the order in writing.
 - 5.3 Orders shall constitute irrevocable offers to purchase the goods in question at the prices of the supplier as at the date when the customer places the order of the goods.

6. **DELIVERY**
 - 6.1 Tax Invoices emailed and/or tax Invoices or delivery note (copy or original) signed by the customer and/or its authorised representative and/or its nominated agent and held by the supplier shall be *prima facie* proof that delivery was made to the customer.

- 6.2 The supplier shall be entitled to split the delivery of the goods ordered in the quantities and on the dates it decides with the prior consent of the customer, which consent shall not be unreasonably withheld.
- 6.3 In the event of the customer choosing to engage its own third party to transport the goods, the customer indemnifies the supplier against any claims of any nature whatsoever that may arise from such an agreement.
- 6.4 The supplier is entitled to engage a third party on its behalf to transport all goods purchased by the customer to the delivery address stipulated by the customer.
- 6.5 Short deliveries or any damaged to the goods in transport or delivery must be reported to the supplier within 24 (twenty-four) hours of receipt.

7. OWNERSHIP AND RISK

- 7.1 All risk in and to all goods sold by the supplier to the customer shall pass to the customer on delivery thereof. Ownership in all goods sold and delivered shall remain vested in the supplier until the full purchase price has been paid.
- 7.2 Goods in the possession of the customer bearing the supplier' name, trademark, labels and/or serial no. are deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be re-possessed by the supplier. The customer shall fully insure the goods purchased from the supplier against loss or any damage until the customer has paid the full purchase price for such goods.
- 7.3 Pending payment to the supplier for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods, shall be ceded to the supplier. The supplier agreement to take possession of the goods and is hereby irrevocably authorised to enter upon the customer's premises to take delivery of such goods without Court order.
- 7.4 The customer shall inform the landlord of the premises at which the goods are kept that such goods are the sole and absolute property of the supplier until such time as the customer has paid the full purchase price to the supplier.
- 7.5 It is the customers responsibly to make sure all software loaded and used on the ICT equipment is fully licensed for the customer. The customer indemnifies the supplier against software loaded and or used by the customer not licensed for.
- 7.6 The supplier will only load and work with fully licensed equipment, if not fully licensed the supplier will invoice the customer the licensed software.

8. RETURNED GOODS

- 8.1 Whilst the supplier is under no obligation to accept the return of goods, the customer may apply to the supplier for permission to return goods and if written permission is given
- 8.2 The customer may return any defective goods to the premises of the supplier or its nominee at the customer's own cost.
- 8.3 In the event of a cancellation of an order by the customer for goods accepted for return by the supplier, the supplier reserves the right to charge a handling fee of up to fifteen (15%) on the value of the order cancelled or goods returned.
- 8.4 The credit control department must be notified of the relevant invoice, packing slip and batch numbers before any claim will be considered.
- 8.3 Under no circumstances will the goods be accepted after 48 hours from date of delivery.

10. WARRANTIES AND INDEMNITY

- 10.1 Goods may be guaranteed under the manufacturer's product specific warranties only, and all other guarantees and warranties including common law guarantees and warranties in relation to goods and services are hereby specifically excluded by the supplier.
- 10.2 All guarantees are immediately null and void should any equipment be tampered with or should the "seals" on the equipment be broken by anyone other than the supplier or its appointed nominee, or should the goods be operated outside the manufacturer's specifications.
- 10.3 To be valid, guarantee claims must be supported by the original tax invoice and the goods must be in their original packaging and must be accompanied by all accessories and manuals must be intact. All items must be returned in "as new" condition.
- 10.4 The supplier will not be liable to the customer for any loss, damage or expense of any nature, whether direct, special, indirect or consequential, including but not limited to loss of data or profits arising out of the supplier performance or customers' use of goods or services rendered.
- 10.5 The customer indemnifies and holds the supplier (including its employees, subcontractors or subsidiaries) harmless against all claims of whatsoever nature that may be brought or threatened against the supplier by any third party arising from or in connection with any defect, latent or otherwise in any goods supplied and/or services rendered by the supplier.
- 10.6 The customer shall not duplicate copyrighted material. In the event of the customer duplicating copyrighted material, each attempt to do so will immediately render the full prevailing price in respect thereof payable to the supplier.

11. REPAIRS

- 11.1 The supplier liability in terms of a manufacturer's warranty is restricted to, in the supplier or the manufacturer's discretion, the cost of repair or replacement of faulty goods or services or the granting of credit.
- 11.2 In the case of repairs undertaken by the supplier repair quotations given are merely estimates and are not binding.
- 11.3 The customer hereby agrees that any item returned for a repair may be sold by the supplier to defray the cost of such repair if the item remains uncollected for a period of thirty (30) days after the repairs have been completed and the customer notified.
- 11.4 The supplier takes no responsibility for data lose. The supplier will do it's at most and best not to loose or damages data.
- 11.5 The customer indemnifies the supplier from damage or lose of equipment on the premises of the supplier or in transit to or from the premises of the supplier. The supplier will do it's at most and best not to damage or loose the equipment.

12. GENERAL

- 12.1 The supplier reserves the right in its sole discretion to vary or amend these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on the customer from the time that the customer is notified thereof.
- 12.2 This terms and conditions represents the entire agreement between the supplier and the customer and shall govern all future contractual relationships between the parties.
- 12.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by the member of the supplier.
- 12.4 No relaxation or indulgence with the supplier may grant the customer shall prejudice or be deemed to be a waiver of any the supplier rights in terms of these terms and conditions.
- 12.5 The customer shall not cede its rights nor assign its obligations under these terms and conditions.
- 12.6 The supplier shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this terms and conditions to any third party without prior notice to the customer.
- 12.7 The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this contract.
- 12.9 Each of the terms herein shall be a separate and divisible terms and if any of such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.
- 12.10 The customer undertakes to inform the supplier in writing at least 14 (fourteen) days prior to the intended selling of alienating of the whole of or any part of the customer business.

I/We, the undersigned, do hereby warrant that all the information recorded in this document is true and correct and I/we agree that all transactions concluded with the supplier shall be subject to this agreement's terms and conditions specified herein and agree to be bound.

I/We acknowledge that I/we have read and understood each term of this contract and accept them as binding and acknowledges that the content reflects the true intention of both parties and that this agreement has been entered into for the benefit of both the customer and the supplier.

Print name and position here

SIGNATURE