

STANDARD TERMS AND CONDITIONS

1. INTERPRETATION

The following expressions shall have the following meanings:

- 1.1. "Agreement" means the Quotation and these standard terms and conditions.
- 1.2. "CPA Purchaser" means a purchaser who is defined as a "consumer" in terms of the CPA.
- 1.3. "CPA" means the Consumer Protection Act 68 of 2008 (as amended from time to time).
- 1.4. "Data Message" means any information generated, sent, received, or stored by electronic means and include, without being limited to, electronic mail and records.
- 1.5. "days" means any day other than a Saturday, Sunday, or public holiday in the Republic of South Africa.
- 1.6. "Instructions" means the installation, operation and preventative maintenance manual or disc provided to the Purchaser by the Seller with the Product and/or the training provided to the Purchaser, which manual, disc, or training, as the case maybe, provides the Purchaser, among other things, with the necessary instructions to use the Product.
- 1.7. "Parties" means the Seller and the Purchaser.
- 1.8. "Price" means the price, reflected on the Quotation, at which the Seller offers the Product and/or Services to the Purchaser.
- 1.9. "Prime" means the prime overdraft rate as quoted by First National Bank Limited from time to time.
- 1.10. "Product" means binders, cutters, laminators, shredders, or any other product reflected on the Quotation and offered for sale by the Seller to the Purchaser in terms of this Agreement.
- 1.11. "Purchaser" means the party as indicated on the Quotation (i.e., the company, firm, trust, person etc) purchasing Product/s or Services from the Seller as indicated on the Quotation.
- 1.12. "Quotation" means the quotation which lists the Product and/or Services which the Seller offers for sale to the Purchaser and which quotation forms part of/is attached to this Agreement.
- 1.13. "Seller" means AZ Trading CC(Registration No. 94/31338/23).
- 1.14. "Services" means supply, delivery, installation, commissioning, testing, maintenance, service and repairs of products or any other services, if any, listed and described on the Quotation, which the Seller offered to render to the Purchaser in terms of this Agreement.
- 1.15. "Solution" means the Product and/or the Services as listed in the Quotation.

2. AGREEMENT

- 2.1. This Agreement constitutes the entire agreement between the Parties in respect of the sale and delivery of and payment for the Solution sold by the Seller to the Purchaser.

3. QUOTATION

- 3.1. The Quotation is open for acceptance by the Purchaser for the period of 7 days, unless indicated otherwise on the face of the Quotation.
- 3.2. If the Quotation is not accepted in writing by the Purchaser within the aforesaid period, the Quotation shall lapse and be of no further force or effect.
- 3.3. No terms or conditions in the Purchaser's official purchase order or acceptance of the Quotation, which is at odds with any of the terms of this Agreement shall be binding on the Seller.

4. PRICE

- 4.1. The Price excludes delivery, installation, erection, operation, and maintenance of any Product, and/or any Services not expressly recorded in the Quotation.
- 4.2. Unless specifically stated, the Price excludes any and all taxes (including value added tax), duties, tariffs, and/or levies. The Purchaser shall be liable to pay all such taxes, duties, tariffs and/or

levies on demand to the Seller.

5. PAYMENT

- 5.1. The Seller shall invoice the Purchaser in respect of the Solution as soon as practically possible after receipt of the Purchaser's acceptance of the Quotation.
- 5.2. The Purchaser shall pay the Price in accordance with the payment terms described on the Quotation and/or invoice issued by the Seller to the Purchaser in relation to the Product and/or Services.
- 5.3. The Seller's invoice shall be paid by the Purchaser on the date as stated on the invoice in South African Rand, free of exchange, without any deduction, set-off or counter-claim and by way of electronic funds transfer directly to the bank account of the Seller.
- 5.4. Any agreement between the Purchaser and the Seller with regards to discount or different terms of payment will only be binding if such agreement is expressly recorded on the Quotation.
- 5.5. All overdue amounts, including overdue interest amounts, will bear interest at the rate of 5% above the prime lending rate as quoted by First National Bank from time to time, which will be compounded monthly.
- 5.6. The Seller may (without prejudice to any of its rights) suspend performance of any of its obligations, if any amount owing by the Purchaser to the Seller is not paid on the due date.
- 5.7. Furthermore, should the Purchaser fail to effect payment of the Price on the due date thereof as set out in the invoice issued by the Seller, then the Purchaser unequivocally grants the Seller access to the premises where the Product is kept and further irrevocably authorizes the Seller to remove the Product there from during all reasonable hours. All costs associated with the removal of the Product shall be solely for the Purchaser's account notwithstanding the Seller's right to claim further damages.
- 5.8. Seller may allocate any payments made to it by the Purchaser pursuant to this Agreement to any other amounts due and owing by the Purchaser to the Seller.

6. DELIVERY

- 6.1. The Seller will order the Product from the supplier and/or manufacturer as soon as possible after the Seller has received payment of the relevant invoice.
- 6.2. The estimated delivery period of any Product held in stock by the Seller or its supplier/manufacturer, is subject to the Product being unsold and in stock on the date that the Purchaser makes a payment of the relevant invoice issued by the Seller.
- 6.3. The Seller will provide the Purchaser with a time and date, within a reasonable period after it has obtained payment of the relevant invoice, on when the Product will be delivered to the Purchaser's nominated site, alternatively ready for collection at the Seller's site.
- 6.4. Should the time and/or date of delivery change for any reason whatsoever for either Party, they will notify the other and arrange and agree on an alternative reasonable delivery time and/or date.
- 6.5. Time shall not be of the essence of any contract of sale between the Seller and the Purchaser, and any delivery or dispatch dates mentioned in any Quotation, order or other documentation emanating from the Seller shall be approximate only and shall not have any contractual effect on the Seller.
- 6.6. Save for a CPA Purchaser, the Seller shall not be entitled to cancel this Agreement due to a delay in the delivery of the Product.
- 6.7. Save for a CPA Purchaser's right to inspect the Product upon delivery, a signed delivery note shall constitute prima facie proof that the Product have been delivered to and received by the Purchaser in good condition as signed for by the Purchaser, its employee, agent, or representative.

7. SHREDDING CERTIFICATE

- 7.1. The Seller will send a shredding certificate to the Purchaser via e-mail after all the papers have been shredded and the invoice has been settled in full by the Purchaser.

8. RISK, BENEFIT AND OWNERSHIP

8.1. All risk and benefit of the Product will transfer to the Purchaser once the Product is delivered to the Purchaser at the Purchaser's nominated site for delivery, alternatively upon collection of the Product by the Purchaser or its representative.

8.2. The ownership of the Product will only transfer to the Purchaser once the Product Price has been paid in full and the Product is in the Purchaser's possession.

9. CANCELLATION

9.1. The Purchaser may not cancel any order after accepting a Quotation for any reason whatsoever unless consented to by the Seller. The Seller may, in its sole discretion, request a reasonable handling fee for any cancellation.

9.2. A CPA Purchaser may cancel an order after acceptance of a Quotation, in which event the Seller shall be entitled to impose a reasonable charge for such cancellation.

10. WARRANTIES

10.1. In addition to any statutory warranty to which a CPA Purchaser may be entitled, the Products shall carry the warranty extended by the original product manufacturer.

10.2. The warranties will not apply, and the Seller shall not be liable to the Purchaser, in the following circumstances:

10.2.1. where the recommended service and maintenance procedures are not followed;

10.2.2. any work on the Product (including without limitation installation, services, maintenance, installation, and commissioning) was not carried out by a suitable qualified employee of the Seller or its authorised agents;

10.2.3. for any damage to or malfunction of the Product arising from any cause whatsoever (other than as a result of a defect in material or workmanship of the Product or the gross negligence of the Seller) including, but not limited to:

10.2.3.1. Purchaser's negligence and wilful damage;

10.2.3.2. abuse of the Product;

10.2.3.3. misuse of the Product;

10.2.3.4. failure to use the Product in accordance with the Instructions;

10.2.3.5. improper installation of the Product;

10.2.3.6. transportation damage to the Product after delivery of the Product to the Purchaser;

10.2.4. for any damage suffered to a person or the Product caused by foreign objects or any unshreddable materials placed in the Product;

10.2.5. for any consequential damages of the Purchaser arising from any defect in material or workmanship or any malfunction of the Product; or

10.2.6. if the serial number on the Product have been removed.

10.3. Any services under the warranties shall only be carried out if the written leaflet with warranties included in the Product supplied to the Purchaser by the Seller, have been produced and duly completed by the Purchaser and sent to the Seller within a reasonable time after delivery of the Product or as stipulated in the leaflet.

10.4. A valid and original proof of purchase of the Product is required by the Seller in order to validate the warranties.

10.5. All travel, call out and labour charges shall be for the account of the Purchaser at all times.

11. DISCLAIMER

11.1. Except for the warranties as stipulated above, and any statutory warranty to which a CPA Purchaser may be entitled, the Seller makes no representations and gives no warranties or guarantees whatsoever (express or implied) in connection with the Solutions.

11.2. There are no representations or warranties of any kind, express or implied, as to the merchantability, fitness for particular purpose, or any other matter with respect to the Solution.

12. INDEMNITY

12.1. The Purchaser hereby indemnifies and holds the Seller and any of its members, directors, officers, employees, representatives, agents, and independent contractors harmless against all liabilities, costs, expenses, damages,

compensation, and losses including any direct or indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal fees suffered or incurred by the Seller arising out of or in connection with:

12.1.1. the death or personal injury of any person arising in connection with the Solution;

12.1.2. damage to or loss of or destruction of any property arising out of or in connection with the Solution; and

12.1.3. any claim made against the Seller by a third party arising out of or in connection with the Solution.

12.2. The aforementioned indemnity shall not apply in instances where the Seller's liability arises from its own gross negligence.

13. BREACH BY THE PURCHASER

13.1. Should the Purchaser:

13.1.1. be wound-up, whether provisionally or finally and whether compulsorily or voluntarily or be placed under judicial management; or

13.1.2. enter into any arrangement or compromise with any of its creditors; or

13.1.3. be the subject of any resolution passed for its winding up or dissolution,

13.1.4. breach this Agreement and fail to remedy such breach within 7 (Seven) business days after the date of delivery to it of a written notice by the Seller indicating the breach and demanding that it be remedied, then the Seller shall be entitled to claim immediate payment and/or performance by the Purchaser of all of its obligations whether or not the due date for payment and/or performance shall have arrived, alternatively it shall be entitled to cancel this Agreement and claim damages.

14. NOTICES

14.1. All notices to be given by either of the Parties to the other in terms of this Agreement shall be given at the addresses reflected on the Quotation as their respective domicilia citandi et exectandi by –

14.1.1. registered post, which will be deemed received within five (5) working days after posting;

14.1.2. e-mail, which will be deemed received twenty-four (24) hours after transmission; or

14.1.3. hand delivered, which will be deemed received on delivery provided the notice was delivered during normal business hours.

14.2. Proof of proper addressing, posting or transmission shall be sufficient proof of successful receipt.

14.3. Either party may amend their domicilia citandi et executandi address by giving the other party 5 (five) days written notice of the amendment.

15. FORCE MAJEURE

The Seller may defer the date of delivery or terminate this Agreement if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war, national emergency or defence requirements, riots, civil commotions, fire, explosions, flood, extreme climate conditions, pests and diseases, epidemic, lock outs, injunction, embargoes, import or export regulations, loss or change in market authorizations, labour, containers, transportation facilities, accident, malfunction of machinery or apparatus, strikes or other labour dispute, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable raw materials including fuel and power. Force majeure events shall not excuse payment obligations.

16. GENERAL

16.1. The Purchaser acknowledges that the Seller is not the producer or manufacturer of the Product.

16.2. This Agreement supersedes any and all previous arrangements between the Parties and will apply to every agreement between the Seller and the Purchaser, written or verbal, and any amendment or abandonment of these terms and conditions shall not be of any force or effect unless confirmed in writing and signed by both Parties, and then such variations or modifications shall only be effective in the specific instance, and for the purpose and to the extent for which it was made or given

16.3. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the agreement and/or whether it was negligent or not.

16.4. No failure, delay, latitude or extension of time or indulgence which may be given or allowed by the Seller to the Purchaser in respect of this Agreement shall operate as a waiver, novation or otherwise affect any of the Seller's rights in terms of or arising from this Agreement.

16.5. This Agreement and any amendments and or alterations thereto will be construed, interpreted, and governed in accordance with the laws of the Republic of South Africa to the exclusion of any other law.

16.6. In the event that any of the terms of this Agreement are found to be invalid, unlawful, or unenforceable such terms will be severable from the remaining provisions, which shall remain of full force and effect. If any invalid term is capable of amendment to render it valid, the Parties agree to negotiate in good faith an amendment to render it valid

16.7. The Purchaser will be liable for all legal costs on the scale as between attorney and own-client incurred due to any collection or legal actions instituted in terms hereof, including all collection fees.

16.8. A certificate signed by any director, member or manager of the Seller (whose appointment, authority or qualification does not have to be proven) will serve as prima facie proof of the amount owed by the Purchaser to the Seller and may be used in any legal proceedings.

16.9. The Purchaser warrants that the person who accepts the Quotation and or signs the Quotation and any document relating thereto is doing so on the Purchaser's behalf and is duly authorised to.

16.10. The Purchaser may not cede or assign any of his rights or obligation hereunder without the written consent of the Seller.

16.11. The Parties agree that they may conclude binding agreements by means of Data Messages and that a requirement in this Agreement that a notice, Quotation, order, or other document be in writing shall be satisfied if such notice, Quotation, order, or other document is in the form of a Data Message and accessible in a manner useable for subsequent reference (including without limitation, a hard copy print out thereof).