



SOFT CONTROL INTEGRATION

STANDARD CONDITIONS OF OFFER AND SALE

1. DEFINITIONS

1.1 In these conditions:

1.1.1 "the Company" means the Close Corporation Soft Control Integration, as identified on the face of a written quotation or as identified verbally to the Customer at the time of quotation

1.1.2 "the Customer" means the purchaser of goods or services from the Company

1.1.3 "quotation" means either a written or verbal quotation prepared by the Company and provided to the Customer from time to time.

2. CONSTITUTION OF THE CONTRACT

2.1 The acceptance by the Customer of a verbal quotation within 7 days after it has been given or the acceptance by the Customer of a written quotation within 30 days (or such longer time as may be specified therein) after the date of the quotation shall constitute a contract on the terms and conditions hereinafter set out, as read with the special conditions (if any) stated or referred to in the quotation. No other conditions whether, contained in the Customer's documentation or otherwise, shall be binding on the Company unless the Company specifically agrees to them in writing.

2.2 Where any of the provisions of the quotation shall be found to conflict with or differ from the provisions of these conditions, the provisions of the quotation shall prevail.

2.3 No variation of any written contract shall be binding upon the Company unless it is in writing and signed by the Company.

3. PRICE

3.1 The price given in the quotation shall not, unless otherwise specified, include any taxes, surcharges or other Government or Municipal charges or duties, ad valorem charges or any charges for special packaging requirements. If any of them are specified in the quotation and increased before delivery, the increase shall be for the Customer's account.

3.2 Prices quoted are valid for the quantities indicated in the quotation only. Changes in quantities may lead to price adjustments.

4. RATE OF EXCHANGE VARIATIONS

4.1 Where the price given in the quotation is subject to Rate of Exchange Variation, the Company will as soon as possible after the acceptance of the Customer's order, obtain, at its own expense, forward cover for any change in the rate of exchange. The rate at which such cover is obtained will be used to calculate the final price of the goods and the Customer will be advised of the final price promptly thereafter.



4.2 In making adjustments to the price in terms of this clause, the Company shall be obliged to disclose to the Customer, only the amount subject to the variation and the rate at which forward cover was obtained . The Customer shall not be entitled to receive other information relating to the cost or price analysis of the goods sold.

5. DISPUTE AS TO PRICE VARIATIONS

If the Customer disputes the Company's right to increase the price of the goods or the amount of any increase, then:

5.1 He shall give written notice to that effect to the Company within 7 days after receipt of notice of the Company's intention to increase the price. Should he fail to do so the increased price shall be binding upon him;

5.2 if the dispute cannot be resolved between the parties within 7 days of the notice given in terms of Clause 5.1, it shall be referred for a decision to the Company's Auditors for the time being;

5.3 A certificate signed by the Company's Auditors as to the amount of any increase shall be prima facie proof of the amount due to the Company and shall be binding upon both parties.

6. PAYMENT

6.1 If the Company's credit control clearance procedure results in credit being granted to the Customer in respect of a particular order, then in respect of each delivery, unless otherwise specified in the Company's quotation, payment terms shall be strictly nett 30 days from date of the Company's invoice.

6.2 If the Company does not extend credit to or withdraws credit from the Customer, goods must be paid for in cash in full, prior to or on the date of delivery.

6.3 If any amount due to the Company is not paid on due date, the Customer will be liable to pay interest on the overdue amount at the rate of two percent (2%) above the fluctuating prime bank overdraft lending rate, published by First National Bank of Southern Africa Limited , from time to time, calculated with effect from the due date of payment to final date of payment, both days inclusive.

6.4 All payments shall be made to the Company in South African currency (unless payment in another currency is specified) and free of exchange, deduction or set-off at its principal place of business or at such other place or places as the Company may from time to time hereafter in writing appoint.

6.5 A certificate signed by the Company's Financial Director, Financial Manager or Credit Manager as the case may be, specifying the amount owing by the Customer to the Company and also stating that the said amount is due and owing, shall be prima facie proof of the amount of such indebtedness.

7. DELIVERY & INSTALLATION

7.1 Unless otherwise agreed in writing, delivery shall be ex works the Company's principal place of business in South Africa.

7.2 The Company shall have the right to deliver goods forming the subject matter of orders in whatever quantities and on however many separate occasions as it may, in its discretion, decide.

7.3 If the Company agrees to deliver the goods at any place other than the Company's principal place of business in South Africa, the cost of delivery incurred by the Company shall be paid by the Customer and the risk of loss or damage to the goods, even if caused by the negligence of the Company or its employees, shall be with the Customer from the time the goods leave the Company's principal place of business in South Africa.



- 7.4 The Company does not guarantee delivery on any specific date, but will endeavour to give delivery on the date stated on the quotation. Notwithstanding any time or date for delivery stipulated by the Customer, the Company shall not be liable for any loss of any kind arising from delays in delivery or failure to deliver for any reason whatsoever and neither shall such delay or failure entitle the Customer to cancel its order.
- 7.5 The Customer shall be obliged to take delivery of the goods forming the subject matter of orders when delivery is tendered by the Company and if the Customer fails to do so the Company shall, in addition to any other rights that it may have, be entitled to recover from the Customer its reasonable storage charges.
- 7.6 Any goods delivered by the Company to the Customer shall be deemed to conform to the description of the goods ordered by the Customer, and to have been delivered in the quantity specified on the Company's delivery note, without damage of any nature, unless the Customer notifies the Company to the contrary in writing within 7 days of the date of delivery.
- 7.7 The Company shall, provided it deems it appropriate and at the Customer's request and expense (unless otherwise agreed in writing), install the goods at the Customer's premises.
- 7.8 The Customer shall, at its own expense, prepare its premises in accordance with the Company's installation instructions and procedures and such preparation shall be completed at least 72 hours prior to the delivery date.
- 7.9 The Customer shall bear all the costs in respect of any electrical, structural or non-structural alterations required at its premises and in respect of the purchase, installation and assembly of inter alia any emergency electrical power generating equipment or disaster recovery equipment, required.
- 7.10 The Customer shall timeously accept such installation and shall render every assistance necessary to enable the Company to effect a speedy installation.

8. SUSPENSION OF DELIVERIES AND REPOSSESSION OF GOODS

- 8.1 If any amount due and payable by the Customer to the Company is in arrears, the Company shall have the right, until such amount has been paid, to suspend any deliveries under this and/or any other contract then in force between the Company and the Customer.
- 8.2 The Company, in addition to any other remedies which it may have, shall have the right, which the Customer shall permit, to repossess any goods sold to the Customer in respect of which payment in full has not been received timeously.
- 8.3 If the Customer sells the goods before it has paid for them in full it shall be obliged to incorporate in the terms and conditions of such sale, provisions reserving ownership of the goods to the Company until the Company has received the purchase price in full and provisions enabling the Company to exercise its rights in terms of Clause 8.2 against the purchaser of such goods.

9. CANCELLATION AND RETURNED GOODS

- 9.1 Orders in respect of standard goods, all of the components of which are manufactured by the Company, may be cancelled by the Customer only by written agreement with the Company, upon return, within 30 days of delivery of the goods, in new condition if delivery has already been effected, and upon payment of a cancellation charge of 15% of the nett invoice price; provided that the Company, may in its discretion, accept the return of goods which are not in new condition in which event there shall be added to the cancellation charge the Company's standard costs and charges for restoring the same to new condition.



9.2 Orders in respect of goods not covered by Clause 9.1 may not be cancelled.

10. EXCLUSIONS

No statement, recommendation, figure, advice, formula, specification, illustration, diagram, price list, dimension, weight, performance estimate, drawing or any other representation given by the Company to the Customer shall form part of the contract or be construed as a representation inducing the contract unless contained in writing in the quotation.

11. CONSEQUENTIAL LOSS

Except as set out, and subject to the limits prescribed in Clause 12, the Company shall not be liable for any loss or damage, whether direct, indirect, consequential or otherwise, suffered by the Customer arising from any cause in connection with the supply of the goods and/or the services (including, without limitation, any cause in connection with the use, resale or other disposal of the goods, or anything done or not done pursuant to the agreement relating to such supply), whether such loss or damage results from breach of contract (whether total, fundamental or otherwise), delict, negligence of any degree or any other cause without limitation.

12. WARRANTIES

12.1 From the date of delivery of the goods and for the period, described in the quotation, the Company warrants the goods to be free from any defect in the materials supplied by the Company or in workmanship.

12.2 The warranty given in Clause 12.1 shall, in respect of those components supplied by the Company which have, in the Company's opinion, a shorter average life expectancy than the warranty period provided in Clause 12.1, be deemed to have been given for such shorter average period.

12.3 The warranty given in Clauses 12.1 and 12.2 shall not apply to defects caused by abnormal usage of or incorrect application of or incorrect installation for normal usage of the goods or by any neglect on the part of any person other than the Company. The warranty given in these conditions shall lapse and be of no force and effect if repairs to any allegedly defective goods are attempted or effected by any person not authorised thereto in writing by the Company.

12.4 If the Customer believes that the goods are subject to a defect covered by this warranty it shall if possible, return the goods at its own expense to the Company.

12.5 If there is any defect in materials or workmanship covered by this warranty, the Company may either remedy such defect or reimburse the Customer the Nett invoice price of the goods against delivery of the goods by the Customer to the Company and shall in any event refund to the Customer the charges reasonably incurred by the Customer in returning the defective goods to the Company.

12.6 Should it transpire that the goods are not defective or that the defects are not covered by this warranty, the Customer shall pay the Company for its services rendered according to its tariff of charges for the time being

12.7 Save as set out in these conditions, no warranty or guarantee (including those imposed by law) applies in respect of the goods supplied by the Company and the Company's sole liability shall be in terms of these conditions.

13. SUPPORT AND MAINTENANCE

The Company shall not, subject to Clause 12, be liable to carry out any service, maintenance or repair work on any of the goods save as may be provided for in, and in terms of, a separate maintenance or service level agreement between the parties.



14. CLAIMS AGAINST THE COMPANY

Any complaint from the Customer in respect of the quality, packaging, failure on delivery of the goods or damage in transit or short delivery of goods must be delivered to the Company in writing within 7 days of delivery of the goods to the Customer. No such claim shall be considered unless the terms of this condition have been complied with.

15. RISK AND OWNERSHIP

15.1 In the event that delivery or installation of any of the goods is delayed due to the fault or negligence of the Customer or due to a breach by the Customer of any of its obligations in terms of Clauses 7.8, 7.9 and 7.10, all risk in and to the goods shall rest with the Customer and the Customer shall be liable to the Company for any loss or damages sustained by the Company as a consequence thereof and shall without prejudice to any other rights that it may have, be entitled to recover from the Customer its reasonable storage charges

15.2 Subject to Clauses 7.3 and 15.1, all risks in and to the goods, including the risk of loss or damage to the goods, shall pass to the Customer on delivery

15.3 Notwithstanding anything to the contrary herein contained, ownership of the goods shall not pass to the Customer until the full purchase price thereof shall have been paid.

16. CONFIDENTIALITY AND SOFTWARE

16.1 All drawings and manuals submitted to the Customer for consideration shall remain the property of the Company and shall be returned to the Company on demand. The Customer shall not make any form of copy of any of the same without the Company's prior written approval or disclose the contents thereof to any third party.

16.2 If the Company supplies any drawings or manuals to the Customer with any goods sold, the Customer may not disclose the contents of the drawings or manuals or provide any copies thereof to any third party without the Company's prior written consent.

16.3 If the Company supplies to the Customer any information relating to the goods which is not generally available to the public (hereinafter called "confidential information") the Customer undertakes not to disclose the same to any third party without the prior written consent of the Company, provided that such information may be disclosed to persons purchasing the goods from the Customer if the Customer imposes a similar obligation upon such purchaser.

16.4 The Customer shall in no circumstances acquire any patent, design, copyright or trademark rights in and to the goods (including any computer software) or any improvements, modifications or accessories thereto by virtue only of the sale of the goods to him.

16.5 In transactions involving software, unless otherwise stated:

16.5.1 The Customer will be required to sign a license agreement before delivery of software can be effected;

16.5.2 installation of software in all cases remains the Customer's responsibility; and

16.5.3 the Customer shall rely on the warranty of the supplier of the software and shall have no recourse to the Company in respect of defective or unsatisfactory software.

17. END-USERS

The Company shall be entitled at any time to deal directly with any person to whom the Customer has sold or ordinarily sells or hopes to sell any goods, if in the Company's absolute discretion it considers that it is necessary to do so to protect any of its rights (whether in terms of these conditions or not), including its reputation.



18. INTELLECTUAL PROPERTY RIGHTS

- 18.1 All the intellectual property rights in the goods, any adaptation, development or modification thereof, and any discoveries connected therewith, whether by the Company or the Customer, and in the trade marks, software and hardware thereof (collectively referred to as the "intellectual property rights") shall vest in the Company.
- 18.2 If the intellectual property rights are found to be registerable or patentable, the Company will be entitled to file applications for such registrations in its name in whichever country it chooses and the Customer shall, if and when so required by the Company, and at the expense of the Company, apply for or join in applying for a patent or such other registered protection as may be appropriate, on behalf of the Company and will execute all documents and do all things necessary for vesting the protection and all rights, title and interest in respect of the intellectual property rights to the Company or in such other person as the Company may specify, absolutely and as sole beneficial owner.

19. INDEMNITY

The Customer hereby indemnifies the Company and holds it harmless against all claims, damages or losses suffered and all expenses and costs incurred (including costs on the attorney and own client scale) arising out of any infringement of a patent, design or copyright which takes place as a result of the Company following any instructions given to it by the Customer or any harm or injury caused to any person, or any damage or loss caused to property by any of the goods, after delivery thereof has been effected to the Purchaser.

20. FORCE MAJEURE

- 20.1 Subject to the following provisions of this Clause 20, neither party shall be responsible to the other for its failure to perform any obligation under this contract in the event that such failure is caused by force majeure.
- 20.2 For the purposes of this contract force majeure shall mean any circumstance which:
- 20.2.1 is beyond the reasonable control of the party giving notice of force majeure and for which it is not responsible; and
- 20.2.2 is not a circumstance which the party so affected could, by the exercise of a standard of care and skill which could reasonably be expected of that party, have avoided.
- 20.3 Subject to the above, force majeure includes but is not limited to war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, blockade, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightning or other adverse weather condition, epidemic, quarantine accident, breakdown of machinery or facilities, strike, lockout or labour dispute, acts or restraints of government imposition, or restrictions of or embargos on imports or exports.
- 20.4 Notwithstanding the provisions of Clause 20.2, a labour dispute, strike or lock-out which could be resolved by the Company acceding to the demands of it shall be deemed to be an event of force majeure.
- 20.5 The party affected by an event of force majeure shall immediately give notice thereof to the other party.
- 20.6 If the event of force majeure is of such a nature that it will result in impossibility of performance of the obligation in question the party not so affected shall be entitled within 30 days of receipt of notice of the force majeure event, to terminate this contract upon notice to the other party, but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.



20.7 If the event of force majeure is of such a nature that it will not result in impossibility of performance of the obligation in question but will merely delay the performance thereof, the party giving notice of such event of force majeure shall be entitled to such extension of time in which to perform such obligation as may be reasonable in the circumstances, taking into account the interests of both parties: provided that if the force majeure situation persists for a period in excess of ninety days, the party not so affected shall be entitled upon notice to the other to terminate this contract but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

21. BREACH

21.1 The Company shall be entitled to cancel this contract and/or any part of this contract and/or any other contracts subsisting with the Customer by written notice to the Customer's last known address and/or claim from the Customer immediate payment or any monies due by the Customer to the Company from any cause arising notwithstanding any earlier agreement for credit if:

21.1.1 the Customer fails to pay any amount due to the Company under this or any other contract on due date thereof or breaches any other provision of these Conditions; or

21.1.2 the Customer is sequestrated or placed in liquidation or under judicial management whether provisionally or finally; or

21.1.3 the Customer commits any act of insolvency ; or

21.1.4 the Customer enters into any compromise with his creditors; or

21.1.5 the Customer fails to satisfy, take on appeal or on review any judgment granted against him within 7 days after the date of judgment.

22. LEGAL CHARGES

In the event of the Company instructing its Attorneys to recover money or goods from the Customer, the Customer shall be liable for and shall pay all legal costs incurred by the Company on an attorney and own client scale including collection commission and tracing agents charges.

23. NO RELAXATION

No relaxation which the Company may give at any time in regard to the carrying out of any of the Customer's obligations in terms of any contract shall prejudice or be a waiver of any of the Company's rights in terms of that or any other contract.

24. INTERPRETATION AND JURISDICTION

24.1 This contract shall be interpreted according to the laws of the Republic of South Africa.

24.2 Any dispute arising from or in connection with this contract, its breach, termination or cancellation shall, in the absence of the parties resolving same amicably, be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. Such arbitration shall take place in Sandton, South Africa.

Notwithstanding the aforementioned provisions, nothing contained in this Clause 24 will preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator or arbitrators.

24.3 Headings of clauses are inserted for the purpose of convenience only and shall be ignored in the interpretation of this contract.



24.4 Unless inconsistent with the context, words signifying any one gender shall include the others, words signifying the singular shall include the plural and vice versa, words signifying natural persons shall include artificial persons and vice versa and any references to this contract shall be deemed to include references to these conditions and vice versa.

