

ACCOUNT TERMS AND CONDITIONS

1. In these terms:-
 - 1.1 "the CREDITOR" means Delltra Solutions (Proprietary) Limited and its subsidiaries and affiliates and successors in title and assigns.
 - 1.2 "the DEBTOR" means any person, or on whose behalf the CREDITOR undertakes any business or provides any goods or services and includes the Applicant for Credit Facilities.
 - 1.3 "security" means any deposit, guarantee, undertaking, surety, cession, lien, pledge, mortgage bond, notarial bond or other security furnished by the DEBTOR to the CREDITOR.
- 2.1 The Standard Conditions of Sale of the CREDITOR (Annexure 1) are incorporated into these terms and conditions as additional terms and conditions hereto. The DEBTOR acknowledges that he has read and accepts as binding all such Standard Conditions of Sale and the Account Terms and Conditions, and that he has received a copy thereof. Should the Standard Conditions of Sale conflict with the terms set out herein, these terms shall apply.
- 2.2 These terms represent the entire agreement between the CREDITOR and the DEBTOR and shall govern all future dealings between the CREDITOR and the DEBTOR and shall be applicable to all debts, which the DEBTOR may owe to the CREDITOR prior to the DEBTOR'S signature to the credit application or failing that, prior to receipt hereof (irrespective of whether or not any credit facilities are granted).
- 2.3 It is the sole responsibility of the DEBTOR to determine that the goods or services ordered are suitable for the purposes of intended use. All services provided by the CREDITOR on behalf or at the request of the DEBTOR are at the DEBTOR'S sole risk. Services carry no guarantee.
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 a director of the CREDITOR. No warranties, representations or guarantees have been made by the CREDITOR on or in its behalf, which may have induced the DEBTOR to accept these terms and conditions, or to sign the credit application document of the CREDITOR.
4. The DEBTOR agrees that if any credit facilities are granted the payment terms are: "Payment in full within 30 days from last day of month of statement. If payment is received within 30 days from date of **INVOICE**, the **discount** reflected on such **INVOICE** may be applied." Should no credit facilities be granted, the terms and conditions herein remain valid and enforceable and all amounts are payable on demand. The DEBTOR has no right to withhold payment for any reason whatsoever and agrees that no extension of time to make payment of any nature will be extended to the DEBTOR unless such extension is agreed to by the CREDITOR in writing and signed by a duly authorised representative of the CREDITOR.
5. Should any amount not be paid by the DEBTOR on due date or should the DEBTOR breach any of these terms and conditions, then the whole amount owing by the DEBTOR shall become due and payable immediately whether payment be overdue or not. The DEBTOR shall also be liable to pay interest at the maximum permissible rate, that may be levied in terms of the National Credit Act, in respect of all overdue amounts, calculated monthly in arrears from due date of payment until date actual payment is received by the CREDITOR in its bank account. Should the aforesaid interest not be paid in full within 7 days from date thereof, the same shall be added to the principal sum and the total shall form the principal debt, which shall then bear interest in the manner as set out above.
6. Payment for all amounts owing to the CREDITOR will be made by way of electronic transfer or direct deposit into the bank account of the CREDITOR (or such other account as may be notified by the CREDITOR from time to time). The DEBTOR shall bear the risk of such payment until such time as the funds are received and cleared into the CREDITOR'S bank account.
7. Should credit facilities be granted, the nature and extent of such facilities shall be notified to the DEBTOR in writing. The CREDITOR reserves the right to withdraw or amend any credit facilities at any time without prior notice and the nature and extent of such facilities shall at all times be at the CREDITOR'S sole discretion.
- 8.1 The DEBTOR understands that the personal information given in the account application form is to be used by the CREDITOR for the purposes of assessing his credit worthiness. The DEBTOR confirms that the information given in its account application forms is accurate and complete. The DEBTOR further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which the CREDITOR will not be liable for any inaccuracies.
- 8.2 The CREDITOR has the DEBTOR'S consent at all times to contact and request information from any persons, credit bureau's or businesses, including those mentioned in the account application form in which these terms and conditions are contained and to obtain any information relevant to the DEBTOR'S credit assessment, including but not limited to, information regarding the amounts purchased from suppliers per month, length of time Customer has dealt with such supplier, type of goods or services purchased and manner and time of payment. The DEBTOR agrees that the CREDITOR will not be held 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 the transfer of such information to a specific third party.
- 8.3 The DEBTOR agrees that neither the CREDITOR nor any of its directors, managers or employees will be liable for any negligent or innocent misrepresentations made to the DEBTOR. Under no circumstances will the CREDITOR or any of its directors, managers, employees or servants be liable for any consequential damages including loss of profits or any delictual liability of any nature whatsoever.
- 8.4 The DEBTOR consents to and authorizes the CREDITOR at all times to furnish personal and credit information concerning the DEBTOR'S dealings with the CREDITOR to a credit bureau and to any third party seeking a trade reference regarding the DEBTOR in its dealings with the CREDITOR.
9. The DEBTOR agrees that ownership of any goods sold or supplied to the DEBTOR by the CREDITOR will not pass to the DEBTOR until payment for such goods has been made in full by the DEBTOR or its nominee.
10. The DEBTOR agrees that any security as may be furnished by the DEBTOR from time to time shall be freely assignable and transferable within and between the companies jointly referred to as the CREDITOR and hereby consents to any such assignment or transfer and undertakes to sign any documentation as may be required in connection therewith.

11. Regardless of the place of execution hereof or performance pursuant hereto or domicile of the customer, these terms and conditions and all modifications and amendments hereof, shall be governed by and decided upon and construed under and in accordance with the laws of the Republic of South Africa.
12. The CREDITOR shall, at it's option and notwithstanding that the amount of it's claim or the nature of the relief sought by it exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such court. The DEBTOR agrees that the CREDITOR 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 Supreme Court 59 of 1959.
- 13.1 A certificate under the hand of any director or manager of the CREDITOR (whose authorisation and appointment as such need not be proved), to the DEBTOR in respect of any fact, including but without limiting the generality of the foregoing, the fact that services were rendered and/or goods delivered and/or the amount or rate of interest payable by the DEBTOR, shall be prima facie evidence of the DEBTOR'S indebtedness to the CREDITOR and prima facie evidence of such fact, the rendering of such services, or delivery of such goods or amount or rate of interest payable or accumulated debt.
- 13.2 All documentation, including photostat copies thereof, which at face value appears to have been compiled by the CREDITOR in the execution of any services rendered, shall be admissible in litigation between the parties and shall serve as prima facie proof of the contents thereof. 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 the grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.
- 13.3 The DEBTOR expressly agrees that no debt owed to the CREDITOR shall become prescribed before the passing of a period of three years from the date the debt falls due.
- 13.4 The CREDITOR reserves the right at any time to call upon the DEBTOR to furnish it with satisfactory guarantees of payment, or payment in advance, should the CREDITOR have any doubts as to the DEBTOR'S ability to pay for goods and/or services according to the agreed terms and conditions between the parties, notwithstanding the fact that an Order might have been confirmed in writing by the DEBTOR at an earlier date.
- 13.5 Should the DEBTOR be declared insolvent, or be placed in provisional liquidation, or enter into any compromise with his creditor/s, or be placed under judicial management, or not satisfy any judgement within 10 days after the granting thereof, the DEBTOR shall immediately notify the CREDITOR of such occurrence and the CREDITOR shall be entitled to retain any property of the DEBTOR in its possession until full payment has been made by the DEBTOR on all outstanding amounts whether due for payment or not.
- 14.1 The DEBTOR shall be prevented from raising any objection or claim relating to any discrepancies between the services rendered and / or goods supplied by the CREDITOR as reflected on the CREDITOR'S invoices or documents, and those services and / or goods supplied or any query relating to the amount reflected as being payable on any invoice or document (which discrepancies or queries may, without limiting the generality of the foregoing phrase, relate to non-performance or mal-performance, the cost of any service or the cost of any goods supplied) unless the DEBTOR has, in writing, advised the CREDITOR of the precise nature of the discrepancy or query prior to payment date but no later than 10 (ten) days of the date of such invoice or document.
- 14.2 If the CREDITOR agrees to engage a third party to transport the goods, the CREDITOR is hereby authorised to engage such a third party on the DEBTOR'S behalf and on the terms deemed fit by the CREDITOR. The DEBTOR agrees to indemnify the CREDITOR against any claims that may arise from such engagement.
15. Notwithstanding the provisions of any legislation or other law regulating electronic communications and transactions, the CREDITOR shall only be deemed to have received electronic data and/or messages, when such electronic data and/or messages have been retrieved, processed and read by the addressee. Under no circumstances whatsoever and howsoever arising shall the CREDITOR be liable for any loss or damage arising from or consequent upon the provision by the CREDITOR to the DEBTOR in whatever manner and/or form, of incorrect information, including electronically communicated information or data, where such incorrect information or data has been generated by and provided to the CREDITOR by any person with whom the CREDITOR conducts business, and/or any other third party.
16. For the purposes of these terms and conditions, including the giving of notice and the serving of legal process, the DEBTOR chooses domicilium citandi et executandi ("domicilium") at the actual physical address, postal address, email address or telefax number of the DEBTOR or applicable details set out in the credit application. Any notice given in connection with these terms and conditions may be delivered by hand, or be sent by prepaid registered post, or be sent by email or telefax, to the first mentioned domicilium or that chosen by the DEBTOR in the credit application form of the CREDITOR. A notice given as set out above shall be deemed to have been duly given, if delivered, on the date of delivery, if sent by post (five) days after posting, if sent by email or telefax, on the day that the email or telefax is transmitted.
17. The CREDITOR has the sole option to refer any dispute arising from or in connection with these terms and conditions to arbitration, which arbitration shall bind both the CREDITOR and DEBTOR. The arbitrator must be a person agreed upon by the parties or failing agreement, an arbitrator must be appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute or issue in accordance with the rules of the Arbitration Foundation of S.A. The arbitration shall be held at the place and in accordance with whatever procedures, the arbitrator considers appropriate.
18. In the event of the DEBTOR breaching any of its obligations and/or failing to timeously make payment of any amount to the CREDITOR, the DEBTOR agrees to pay, and shall be liable to pay, all legal costs incurred by the CREDITOR on a full indemnity basis, including collection charges and tracing agent's fee and retrospectively all accumulated overdue interest which was not charged to the DEBTOR by the CREDITOR.
19. No relaxation or indulgence which the CREDITOR may give at any time in regard to the carrying out of the DEBTOR'S obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of the CREDITOR'S rights in terms of any contract. The invalidity of any part of these Terms and Conditions shall not affect the validity of any other part.
20. Any order is subject to cancellation by the CREDITOR due to Acts of God from any cause beyond the control of the CREDITOR, including (but not restricted to) an 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.
21. To the extent that the National Credit Act 34 of 2005 may apply, the DEBTOR:
 - 21.1 warrants that it has due legal capacity to conclude this contract and is not subject to any administration order or other impediment to its capacity to contract; and
 - 21.2 acknowledges that the CREDITOR has the right to submit consumer credit information concerning the DEBTOR to registered credit bureaus and other credit providers.

ANNEXURE 1 - STANDARD CONDITIONS OF SALE

1. GENERAL:

All orders accepted and all tenders made by DELLTRA SOLUTIONS (PROPRIETARY) LIMITED (hereinafter referred to as "the Company") are made and accepted upon the following standard conditions of sale. Any order given to the Company, or the acceptance of the Company's tender, shall be deemed to constitute an agreement to be bound by such standard conditions of sale as well as the account terms and conditions if the order originates from a current account holder. Any stipulation or condition contained in any of these conditions, or which in any way purports to qualify or negate any of them, shall not be applicable.

2. PERIOD FOR ACCEPTANCE OF TENDER:

Any tender made by the Company may be withdrawn at any time before acceptance. If not accepted within one month from the date thereof, the tender shall be deemed to have been withdrawn.

3. DRAWINGS AND SPECIFICATIONS:

All the information contained in any specifications, drawing and information which accompanies or forms part of any tender offer made by the Company, is subject to alteration at any time without prior notice and the Company will not be bound to comply exactly therewith. The Company shall not be liable for any inaccuracies in any drawings, specifications or other information supplied by the user, and the Company shall not be liable for any defects accidents or happenings arising out of such inaccurate information.

4. PRICE VARIATION:

This tender is based on the freight, insurance, import duty, V.A.T., exchange rates and raw material pricing ruling on the date of quotation, and in the event of any alteration thereto before manufacture, delivery or installation of plant and/or machinery and/or equipment or any part thereof, any increase or decrease as the case may be, will be added to or subtracted from the contract price. A certificate by the Company's auditors as to the amount of any adjustment shall be final and binding.

5. TERMS OF PAYMENT:

Account Holders:

Payment for any goods delivered by the Company to account holders shall be made at the nett invoice price without deduction of any discount within 30 from last day of month of statement. Payments received within 30 days from date of **INVOICE** allow for the **discount** reflected on such **INVOICE** to be applied. All overdue accounts shall bear interest at the maximum permissible rate, that may be levied in terms of the National Credit Act, in respect of all overdue amounts, calculated monthly in arrears from due date of payment until date actual payment is received by the Company in its bank account. Should the aforesaid interest not be paid in full within **7** days from date thereof, the same shall be added to the principal sum and the total shall form the principal debt, which shall then bear interest in the manner as set out above. If at any time the terms of payment are exceeded, the Company reserves the right to cancel any outstanding or uncompleted orders, and all expenses incurred thereby shall be for the Purchaser's account.

Non-Account Holders:

Payment for any goods delivered by the Company shall be made at the nett invoice price on a COD (cash on delivery) basis without deduction of any discount.

6. RESERVATION OF OWNERSHIP:

Notwithstanding delivery to the Purchaser, all goods sold by the Company shall remain the Company's sole property until payment in full therefore has been made by the Purchaser.

7. RISK:

The risk of loss or damage to the goods shall pass to the Purchaser from the time when delivery has taken place in terms of the contract between the Company and the Purchaser, and the Company shall not be responsible for any loss or damage to the goods beyond the point of delivery.

8. DELIVERY:

The period of time stated by the Company for delivery of goods and / or services ordered or tendered for is to be measured from the date the Company receives a written order to proceed together with all information necessary to enable the Company to put the work in hand and to deliver the goods. The Company will not be responsible or accountable for any delay occasioned by any cause outside its control, but shall be allowed a corresponding extension of time. In particular, but without limitation, the Company will not be responsible or accountable for any delay occasioned by strike, lock-out, war, fire, ice, accident (wherever any of the said causes shall occur), defective material, or any failure on the part of any supplier to make delivery. Should the Company be prevented from delivering any goods especially manufactured by reason of any of the said causes, the Purchaser shall take goods as the Company is able to deliver and shall pay for the same at the agreed prices.

9. GOODS RETURN POLICY:

Goods will only be accepted for credit under the follow conditions:

- (a) The goods have not been used, mounted, or tested in any way or form,
- (b) The goods are in the original packaging, and were purchased less than three (3) months prior to return,
- (c) Positive proof of purchase is provided,

A standard 10% handling fee will be levied on goods accepted for return, provided all 3 conditions are met. Should the Company accept, at the Companies discretion, returns that do not comply to all 3 conditions, a handling fee of 70% will be levied.

Imported, Non standard, or customer specific (configurable) goods, will not be accepted for credit.

10. GUARANTEE OF PRODUCTS / EQUIPMENT MANUFACTURED:

Subject to the conditions hereinafter contained, the Company guarantees all products / equipment that have been manufactured by itself for a period of 12 months from the date of delivery against any defect attributable to faulty material or workmanship. Should any defect develop within that period the Company will repair or (at its option) replace the defective product / equipment without charge provided that:

- (a) The Purchaser shall have reported any defect to the Company immediately the defect manifested itself;
- (b) The product / equipment was not subjected to abnormal use, used under abnormal conditions, or beyond its capacity as rated and recommended by the Company;
- (c) The defect was not realised by exposure to direct weather conditions or by operation in abnormal atmospheric conditions;
- (d) No repairs or alterations to the product were carried out by the Purchaser or any third party; and
- (e) The Purchaser has fulfilled its obligations under the contract.

The onus of showing that the conditions set out above have been complied with shall rest on the Purchaser. The Purchaser shall, at its own expense, return the defective product or part to the Company's premises. The Company shall have a reasonable period of time during which to effect the repairs (or at its option make the replacement), and the guarantee period stated above shall be extended by that time.

11. GUARANTEE OF PRODUCTS NOT MANUFACTURED:

The Company will use its best endeavours to pass to the Purchaser the benefit (with the corresponding liabilities) of any guarantee received by the Company from the supplier of goods not manufactured by the Company. Nothing herein contained shall impose upon the Company a greater liability than would be imposed by its own guarantee set out above, nor shall the Company have any obligation to enforce that guarantee by litigation or other proceedings.

12. EXCLUSION OF LIABILITY:

It is expressly agreed that the Company shall not be liable for any damage, loss, injury, or expenses of any sort or kind caused directly or indirectly to any person or property by any goods sold or delivered by the Company or arising from the use thereof; and all such liability, whether general, special, consequential or otherwise, arising out of or due to any of the acts, omissions, negligence or willful default of the Company or its servants, whether at common law, by statute or otherwise, and whether arising from any condition, representation or warranty (express or implied) relating to the goods and/or services sold or delivered is expressly excluded.

13. ERECTION AND INSTALLATION:

Any erection or installation included in the tender, unless otherwise arranged, shall be performed by the Company (or qualified sub-contractors) on condition that the Purchaser provides suitable foundations and structures ready and free for use when required, with satisfactory means of site access. If the Company and/or its appointed sub-contractors are prevented from proceeding with the work by circumstances beyond its control, and the Company's and/or sub-contractor's workmen have to return to complete the work, a charge will be made by the Company to cover the additional expenses incurred. If the terms for erection and installation provide only for work by the Company's and/ or sub-contractor's skilled men, all necessary and adequate unskilled labour, tackle and equipment shall be provided free of cost by the Purchaser as and when required, but such labour shall at all times be deemed to remain in the employ of the Purchaser and the Purchaser undertakes all liability in respect of claims made under the Workmen's Compensation Act. It is also the responsibility of the Purchaser to provide electricity, compressed air and other necessary facilities and services for the purpose of any erection or installation.

14. PATENTS:

The Purchaser shall have no claim of whatsoever nature against the Company arising out of or flowing from any damages suffered by the Purchaser as a result of any patent or trade mark relating to any of the goods sold being infringed, cancelled, breached or otherwise set aside or declared invalid.

15. RIGHT OF CANCELLATION:

The Company shall have the right to cancel this contract by written notice to the Purchaser in the event that the Purchaser is placed under provisional or final liquidation, judicial management or sequestration or commits any act of insolvency as defined in the Insolvency Act or ceases to carry on business.

16. LEGAL CONSTRUCTION:

The Company shall not be bound by any alterations of the above conditions unless agreed to by the Company in writing. These conditions and every contract in which they are incorporated, shall be governed by and construed in accordance with the laws of the Republic of South Africa.