

## **STANDARD CONDITIONS OF TRADE FOR TELBIT (Pty) Ltd.**

### **1. DEFINITIONS**

- 1.1. "Company" means TELBIT (Pty) Ltd, Registration Nr. 2015/315257/07.
- 1.2. "Customer" means any company or person undertaking to do business with the Company.

### **2. APPLICABILITY OF THE STANDARD CONDITIONS**

- 2.1. Conditions set out herein shall constitute the trade agreement between the Company and the Customer, and all products are sold and services are rendered subject to this agreement.
- 2.2. No variation of any agreement shall be binding unless in writing and signed by the Company.
- 2.3. Any additional or different terms or conditions contained in the Customer's documentation shall not be binding to the Company unless specifically agreed in writing.

### **3. PRICES**

- 3.1. Prices are quoted from the Company's internal pricelist which are updated annually in January each year.
- 3.2. Prices remain firm for the duration of each year unless affected by variations to the US\$/ZAR exchange rate of more than 10%. Any such prices adjustments will be communicated in advance.
- 3.3. Prices quoted are ex works Telbit (Johannesburg, South Africa) and excludes VAT.

### **4. ORDERS**

- 4.1. All orders accepted by the Company shall be binding on the Customer and may not be cancelled without written consent from the Company.

### **5. PAYMENT**

- 5.1. Unless otherwise agreed, a Customer that completed a Credit Application, and such was accepted by the Company, qualifies for a payment terms of 30 days from the date of invoice. With no credit facility, payment shall either become payable on acceptance of order or at the time of despatch from the Company (COD).
- 5.2. All amounts shall be paid to the Company by the Customer, without deduction, demand or set-off.
- 5.3. Any amount not paid on its due date, at the discretion of the Company, bear interest from the due date until it is paid, at a rate of 2% per month. The Customer may at the discretion of the Company, forfeit its credit facility.
- 5.4. A delivery note signed by the Customer, without being able to provide proof of payment, acts as proof of the outstanding amount.
- 5.5. Ownership of all goods delivered remains with the Company until paid in full, notwithstanding that the goods may have been purchased for resale.

### **6. DELIVERY AND RISK**

- 6.1. Unless otherwise agreed, the Customer shall take delivery of the goods at the Company's premise.
- 6.2. If the Company agrees to deliver or arrange a contractor to deliver, the cost to deliver shall be paid by the Customer.
- 6.3. All risk of the goods shall remain with the Company until such time that the delivery note is signed by either the Customer or the transport contractor, and the goods leaves the premise of the Company.
- 6.4. Unless the Customer reports a short delivery or incorrect delivery within seven days of the consignment being delivered, goods are treated as being delivered in good condition and correct quantity.
- 6.5. The Company will make reasonable efforts to deliver goods within the stated delivery times and late delivery shall not render the Company liable for any claim or damages.
- 6.6. Delivery of goods depends on stock availability as the majority of components are sourced outside the borders of South Africa.

### **7. NOTIFICATION OF DEFECTS**

Within fourteen days after receipt of goods the Customer shall be required to advise the Company of any defects.

- 7.1. If the Company agrees that goods are non-conforming, the Company's liability shall be limited to replacing such goods against a return of the non-conforming goods.
- 7.2. The Customer is not entitled to withhold payment of any amount due to the Company nor set off any amount against any payment due to the Company.

### **8. WARRANTY**

- 8.1. The Company warrants that goods designed and manufactured by the Company shall be free from any defect in materials or workmanship for a period of 12 months (15 months for Prepayment products) from date of manufacture.
- 8.2. Warranty on batteries are limited to work carried out on batteries as part of the assembly process, and does not include specified battery capacity or stated battery life. Batteries fitted to Prepaid Controllers, are guaranteed against failure for up to 15 months from date of manufacture.
- 8.3. The warranty shall not apply to any failure, non-conformity or defect of the product from operating outside of specified parameters, including tampering, modification, vandalism, mishandling, repair by unauthorized and trained personnel, installed and used outside the guidance of installation instructions, including user and maintenance manuals.
- 8.4. Warranty will be void if any attempt has been made to repair the product or being physically damaged in any way.
- 8.5. Unless otherwise agreed, warranty is limited to the repair or replacement of such defective products, delivered to and collected from the Company's premises.
- 8.6. Products specified with an IP rating (IP67 or IP68) is a guidance to the level of environmental protection designed to. The Company in its sole discretion may accept warranty claims of failure due to ingress of moisture providing the goods are still under their warrantee period. Where required, prepaid products were tested to the relevant specification, to withstand complete submersion under water, 1 meter deep for 1 hour.

## **9. LIMITATION OF LIABILITY AND INDEMNITY**

- 9.1. Neither the Company nor any of its employees or agents shall be liable for any loss or damage whatsoever, whether direct, indirect, consequential or otherwise, including loss of income, or profit, to any company, person or property, arising from any use of the goods supplied by the Company.
- 9.2. The Company reserves the right to change product specifications as required. The Customer will be made aware of such changes when they occur.
- 9.3. The Customer acknowledges that it is satisfied that the goods are suitable for the purposes for which they are intended and the Company shall not be held liable to any claims of inaccuracies to specification, functionality or features represented to the Customer in the form of brochures, specifications, documentation or presentations.
- 9.4. The Customer indemnifies the Company against all claims, damages and costs incurred by the Company through the infringement of any patent, intellectual property, design or copyright taking place as a result of the Company following instructions given by the Customer.

## **10. INTELLECTUAL PROPERTY**

- 10.1. Unless agreed differently, the Customer distances itself from any claim whatsoever to any designs, drawings, intellectual property, documentation and selling rights to any products designed or manufactured by the Company.
- 10.2. The Customer agrees not to disclose any designs, patents, copyright data, research, software, inventions, processes, drawings, documents or any other confidential information from the Company to any third party.

## **11. FORCE MAJEURE**

- 11.1. If the Company is prevented or restricted directly or indirectly from carrying out any of its obligations under a contract with the Customer outside of the control of the company, the inability to obtain raw materials or components or any other cause or contingency, it shall be relieved of its obligations in terms of this contract during that period and shall not be held liable for any delay or failure in fulfilment of any of its obligations.