

TERMS AND CONDITIONS

1. **PURPOSE:** Upon approval, Skynatics Security Technologies (the "Distributor") hereby appoints the Applicant as an authorized dealer of the products distributed by Distributor ("the Products"), and the Applicant hereby accepts such appointment, with effect from the date of signature of this application by both parties ("the Effective Date"), upon the terms and conditions recorded herein.
2. **TERMINATION:** It is agreed between the parties that the agreement shall continue indefinitely until terminated in accordance with the provisions hereof. Should the Applicant fail to make any purchases from Distributor for a continuous period exceeding **SIX (6) months**, this appointment shall automatically terminate without the requirement for any notice from Distributor. Thereafter, should the Applicant wish to recommence trading with Distributor, the Applicant shall be required to submit a new application for approval by Distributor in its sole and absolute discretion.
3. **PRODUCT PRICING AND QUOTATION:** Distributor will endeavour to hold firm the prices listed on the current price list. However, due to the volatile nature of the currency exchange rate, prices are subject to change without notice. Quotations must be in writing. Please ensure that you obtain official quotations from Distributor's Sales Department. **NO VERBAL QUOTATIONS WILL BE HONOURED.**
4. **ORDER PROCEDURES:** Distributor requests that an official order number is given by the Applicant when placing any order with a representative of Distributor. This is purely a safety precaution for all parties.
5. **RETURNS:** Distributor will not accept a returned product unless approval has been granted by Management. The Applicant is requested to liaise with Management in order to obtain the necessary approval **prior** to returning goods. Once approval has been granted, all goods returned will be inspected prior to credit being passed. (Please refer to the Warranty policy).
6. **LOAN UNITS:** Distributor will supply equipment on a loan basis entirely at its discretion. Loans are issued on a Tax Invoice made out to the Applicant. Payment for any loan unit/s must be received prior to the release of goods. The Applicant is responsible for returning all loan equipment on the due date and in the same good condition it was loaned. Should loans not be returned by the due date, the Applicant will automatically be liable for payment of the Tax Invoice. The Applicant will be charged for any damaged goods and a handling fee of 20% for incomplete packaging.
7. **DELIVERY POLICIES:** The Client will be liable to pay the courier fees. Unless prior agreements have been done and agreed to by both parties.
8. **STOCKING POLICY:** While it is Distributor's policy to carry buffer stock on all major product lines, there are certain products which may be subject to special order arrangements as they may not be available ex-stock. Every effort will be made to execute the Applicant's order as soon as possible; however, delivery may take several days. Once placed, special orders cannot be cancelled or altered in whole or in part.
9. **STOCK OUTS:** Orders placed for products which are not in stock and/or not stock items will be subject to overseas shipping charges. An average delivery time of 5-7 working days can be expected unless there are delays from customs.
10. **WARRANTIES:** All TWT, products are guaranteed for a period of 3 years from the date of invoice. All Paradox/Peak Power/Nova and other products are guaranteed for a period of 1 year from the date of invoice.
No goods will be accepted for warranty claims without the original invoice. Customers are requested to return as much of the original packaging as possible. Distributor does not accept liability in terms of warranty for any products damaged by lightning strikes, power surges, other environmental causes, physical abuse or misuse and therefore advises all Applicants and end-users to insure products against lightning strikes or power surges since these factors can damage a product beyond repair.
Faulty or damaged stock must first be scrutinized by the Distributor's technical department prior to any replacement stock being allowed. Stock found to be damaged through neglect, faulty handling, and scratches on items or damaged by faulty equipment i.e. faulty hard drives or PoE switches will not be replaced and such damaged stock will be returned to the Applicant at the Applicant's transit costs.
Credit will only be passed for approved faulty stock returns at the purchase price if a replacement unit cannot be provided by Distributor within a reasonable period. No refunds will be given.
Returns to Distributor's offices are affected at the Applicant's cost. Approved replacement stock will be delivered at Distributor's cost.
11. **ACCOUNTS:** In order to apply for a credit account the Applicant would have to purchase on a COD basis for 3 consecutive months at a minimum of R 20,000 excluding VAT. Please note that Distributor is not an authorized financial services provider and all credit accounts are provided entirely at its discretion. Distributor reserves the right to modify or terminate its credit terms at anytime without notice or liability. Any such notice may be given via e-mail, facsimile or hand delivery. Upon notice of termination of credit terms, the Applicant shall immediately settle all outstanding debts. All invoices provided on credit are due and payable 30 days following date of purchase.
12. **DISCLAIMER:** Upon approval of registration, the Applicant authorizes Distributor and its subsidiaries, if applicable, to send marketing (as defined below) to any phone numbers and email addresses, including cell phones and residential lines, provided to us, in connection with the Application, this Agreement or any subsequent services, products, and offers.
As used in this Agreement, "Marketing Messages" means any email, call, or text message communications ("Message") from us to you for marketing purposes, including offers, program updates, promotions, coupons, and telemarketing calls (including text messages).
13. **HOW TO UNSUBSCRIBE or Opt Out:** You may withdraw your consent to receive Marketing Messages by replying with "Stop" or calling us a + 27 12 653 8143 or notifying us in writing by sending an email to us. We may treat your provision of an invalid mobile phone number, or, the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive Marketing Messages.
14. **REPAIRS:** Distributor does not repair faulty products. Products out of warranty may not be exchanged or credited for whatsoever reason.
15. **ERRORS AND OMISSIONS EXCLUDED:** Distributor's prices and quotations are subject to the above conditions.
16. **PAYMENTS:** All payments are strictly cash on delivery (COD). Credit facilities are available upon request and approval by Management. Proof of payment will be required for all EFT payments made. Please use your unique Dealer Account Code as Beneficiary Reference to ensure that payments are allocated correctly. In circumstances where payments are made to Distributor by means of EFT, Distributor shall only supply the Products to the Applicant once the relevant funds have cleared into its bank account. NOTE: Bravospan 102 t/a Skynatics Security Technology is franchise owned. See the banking details below for EFT payments.
17. **LEGAL:** In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes the Company to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor. It is also agreed that the company may use any means to verify the information contained in this document.
18. I/We agree that the physical trading address given shall be my/our domicilium citandi et executandi (place where notices are to be served) for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatever nature.
19. I/We undertake to pay all legal costs incurred in connection with the recovery of any account due by me/us, including all collection charges as specified by **MC van Dyk and Associates** from time to time, tracing fees and costs as between attorney and client which may be payable in respect of the collection of such account. I/We also agree to pay interest on all overdue accounts at the rate allowed in terms of the National Credit Act from date of statement.

I agree, understand and accept the Terms and Conditions of this application as stated above.

Applicant Signature *

Date application signed on:

ACCOUNT NAME: **Bravospan 102**
t/a Skynatics Security Technology
BANK SOCIETY: **ABSA Bank**
ACC NUMBER: **4079769419**
BRANCH CODE: **632005**

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