

Corporate Office Corporate Park North 238 Roan Crescent Old Pretoria Road Midrand, 1685 PO Box 50722 Randjiesfontein 1683, South Africa Tel: +27 87 741 5000 Fax: +27 87 741 5100	Samrand Logistics 26 Landmarks Avenue Kosmosdal Extension 11 Samrand, 0157 PO Box 50722 Randjiesfontein 1683, South Africa Tel: +27 12 657 5000 Fax: +27 87 741 5100	Cape Town 18 Oxbow Crescent The Estuaries Century City Cape Town, 7441 PO Box 181 Century City 7446, South Africa Tel: +27 21 529 0700 Fax: +27 21 529 0701	Durban 6 Ground Floor The Terrace Westway Office Park Westville, 3630 PO Box 1645 Westville 3630, South Africa Tel: +27 31 389 0500 Fax: +27 31 389 0599	Gqeberha Southern Life Gardens Ground Floor, Block B 70 – 2nd Avenue Newton Park, 6045 PO Box 63657 Greenacres 6057, South Africa Tel: +27 41 391 0200 Fax: +27 41 391 0201	East London Suite 2 11 Cavendish Road Vincent, East London, 5217 PO Box 19066 Tecoma 5214, South Africa Tel: +27 43 705 8000 Fax: +27 43 705 8001
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16 September 2024

TERMS AND CONDITIONS OF SALES

Datacentrix comprises the following legal entities namely Datacentrix Pty Ltd, Infracol Pty Ltd, eNetworks Pty Ltd and Electronic-DNA Pty Ltd.

The following Terms and Conditions of Sale shall constitute the complete and final agreement between Datacentrix and the Customer relating to the sale of Datacentrix' Products and/or Services and shall apply to all Quotations and Purchase Orders. None of these terms and conditions may be modified, added to, superseded or otherwise altered unless approved by Datacentrix in writing.

Datacentrix shall not be deemed to have waived these terms and conditions of sale if it fails to object to provisions appearing in, incorporated by reference in, or attached to the Customer's Purchase Order. Customer's silence or acceptance or use of products and/or services related to any Purchase Order shall constitute an acceptance of these terms and conditions of sale.

1. QUOTATION:

Any Quotation given is not an offer by Datacentrix to sell goods or related services but constitutes an invitation by Datacentrix to the Customer to do business with Datacentrix. A Quotation may be revoked at any time by Datacentrix. Datacentrix may accept or reject in whole or in part any order placed upon it by the Customer pursuant to the Quotation. Accordingly, a contract shall only come into force between Datacentrix and the Customer if after receipt by Datacentrix of the Customer's Purchase Order or acceptance of the Quotation, Datacentrix confirms to the Customer that such a contract has been concluded or if Datacentrix supplies, or tenders to supply, the goods in question to the Customer.

2. PRICES:

All Products and/or Services prices herein are subject to the addition of any and all applicable taxes, fees or charges of any kind including delivery costs. Datacentrix shall have the right, to increase or decrease the prices payable under the specific order by any and all taxes, including VAT, at rates applicable at time of shipment.

3. PAYMENTS:

Payment will be due and payable within 30 days from date of statement or as per agreed terms. All overdue amounts shall attract interest at prime overdraft rate plus 2% charged by Datacentrix Bankers. This interest shall be compounded monthly in arrears on all amounts owing by the Customer to Datacentrix which have not been paid on the due date thereof, reckoned from the due date thereof until date of payment. Such interest shall be payable on demand. Payments must be made with no deductions, withholdings, set offs or other charges whatsoever, regardless of any disputes between the Customer and Datacentrix. In order to be valid, a claim in terms of the guarantee must be in writing, specifying the alleged defect, and supported by the original Tax Invoice. In addition the goods must be returned by the Customer to Datacentrix at the Customer's expense, packaged in their original undamaged packaging material.

4. DELIVERY/TRANSFER OF RISKS:

All risk in the Products and/or Services shall pass to the Customer on date of delivery or achievement per contract of milestone billing. In the event that any of the delivered Product(s) being repossessed by Datacentrix for any reason whatsoever, the Customer shall be liable for any loss of and/or damages of such Product(s). The onus rests on the Customer to inspect and test the Product(s) on delivery thereof and confirming its acceptance of such Product(s) by signing the applicable Datacentrix Invoice or Delivery Note. The signing of the aforementioned Delivery Note or Invoice constitutes irrevocable consent by the Customer that the Product(s) was/were received in good order. Where services and/or maintenance is invoiced without Product(s) to the Customer, the Invoice may be scanned and emailed as the original. The Customer is to return the Invoice to Datacentrix within seven (7) Business days from receipt of the email with the Invoice attached and signed. The Customer shall be deemed to have thoroughly read, understood and unconditionally agreed with Datacentrix' terms and conditions. The Customer's failure to respond with an email confirmation within the aforementioned prescribed period will constitute as an irrevocable and unconditional acceptance of Datacentrix' services by the Customer.

5. TERMS & CONDITIONS RELATED TO ORIGINAL EQUIPMENT MANUFACTURERS ("OEM"):

Should additional OEM terms and conditions attached to related Products and/or Services be applicable, these will be provided upon request.

6. WARRANTY – LIMITATIONS OF LIABILITIES/INSURANCE:

The Customer acknowledges that, in entering into this agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provisions except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law. The warranty period shall be the period stipulated by the Original Equipment Manufacturer and will be calculated as from date of delivery or the applicable Datacentrix Contract. Any Product or Product components which are replaced under this agreement shall become the property of Datacentrix.

7. FORCE MAJEURE:

Datacentrix shall not be responsible for its non-compliance with any obligation under the Contract if so prevented or delayed by any cause(s) whatsoever beyond its reasonable control ("Force Majeure"). Datacentrix shall give notice to the Customer of a Force Majeure event and specify the estimated extent of the event. Datacentrix' time of performance shall automatically be extended for the duration of the event. If a Force Majeure prevents Datacentrix from performing its obligations for more than three (3) months, both parties shall meet and try, in good faith, to find a suitable solution. If no such solution is obtained within one (1) month, either party may automatically terminate the Contract upon written notice to the other party. In such a case, the Customer shall pay for all costs incurred by Datacentrix in connection with its performance prior to termination.

8. SUSPENSION – TERMINATION:

In case of the Customer's default, including the non-payment of any Invoice unless special arrangements have been made, settlement will be effective strictly within thirty (30) days from date of Invoice and if the Customer fails to make payment within the specified period, Datacentrix shall be entitled to suspend its performance until cure of such default.

9. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002:

On terms of the Electronic Communications and Transactions Act, No 25 of 2002 (ECTA), information will not be without legal force and effect merely on the grounds that it is wholly or partly in the form of a 'data message' which as per ECTA has been defined to mean data generated, sent, received or stored by electronic means, including email.

10. PROTECTION OF PERSONAL INFORMATION ACT ("POPIA"):

Datacentrix and the Customer agree to comply with the substantive provisions currently in force and effect as detailed in the Protection of Personal Information Act, 2013 (Act 4 of 2013).

11. LEGISLATIVE COMPLIANCE:

Electronic Tax Invoices issued by Datacentrix and received by the Customer are regulated by the applicable RSA Tax Legislation and SARS related guidelines. The original Tax Invoice will be generated by the system and any electronic Invoice be treated as the copy. No other Tax Invoice may be issued and all copies extracted by the recipient must bear the words "Copy Tax Invoice".

12. Financial Intelligence Centre Act (FICA)

The Customer acknowledges Datacentrix obligations in terms of section 29(1) of FICA and unconditionally and irrevocably indemnifies and holds Datacentrix harmless against any claim of whatsoever nature instituted against Datacentrix by a third party arising from any action taken by Datacentrix in discharging its obligations in terms of FICA.

This specifically includes for the Customer declaring that the proceeds of the sale of any of the goods or services provided by Datacentrix to the Customer:

- are not received from unlawful activities
- are not linked to an offence of terrorist financing
- have not been used for money laundering purposes
- have not been used to assist an offence being committed that relates to money laundering or terrorist financing.

It is further noted that Datacentrix is an Accountable Institution in terms of the Financial Intelligence Centre Act. Any cash transaction in excess of R50 000 will be reported to Financial Intelligence Centre without any further reference to the Customer.

CONTACT:

Elizabeth Naidoo
Chief Financial, Risk and
Compliance Officer
Telephone: 087 741 5000
Email: enaidoo@datacentrix.co.za