

TERMS AND CONDITIONS

1. INTERPRETATION

1.1. DEFINITIONS

In these Conditions, the following definitions apply:

- a) Business Day: a day (other than a Saturday, Sunday or public holiday).
- b) Conditions: the terms and conditions set out in this document.
- c) Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these conditions.
- d) Customer: the natural or juristic person who purchases the Goods from the Supplier.
- e) Force Majeure Event: has the meaning given in clause 10.
- f) Goods: the goods (or any part of them) set out in the Order.
- g) Order: the Customer's order for the Goods, as set out in the Customer's written acceptance of the Supplier's quotation.
- h) Specification: any specification for the Goods, including any related plans and drawings referred to in the Supplier's quotation.
- i) Supplier: Zia (Pty) Ltd, a company registered in the Republic of South Africa with registration number 2016/399480/07 and with its registered address at 27 Bernadino, Khyber Rock, Johannesburg, Gauteng, 2191;
- j) Purchase Price: the total price for the Good sold by the Supplier to the Customer
- k) Upfront Payment: unless otherwise agreed in writing, a sum equivalent to 50% of the price set out in the Order, to secure the Goods, which the Customer acknowledges, understands and accepts is not repayable, returnable or in any way refundable by the Supplier to in the event that the Order is cancelled by the Customer.

1.2. In these Conditions, the following interpretations apply:

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a party includes its personal representatives, successors or permitted assigns.
- c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d) A reference to writing or written includes e-mails.

2. BASIS OF CONTRACT

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless agreed to in writing by the Supplier.

2.2. The Supplier reserves the right to refuse to accept any contract that is deemed to be contrary to the Supplier's policies in force at the time.

2.3. A quotation for the Goods given by the Supplier shall constitute an offer open for acceptance. A quotation shall only be valid for a period of 7 Business Days from its date of issue unless otherwise specified or extended in writing by the Supplier.

2.4. The Order shall only be deemed to be accepted when the Customer has issued written confirmation of acceptance of an offer and paid in cleared funds or cash the Upfront Payment (or the full Price, as the case may be), at which point the Contract shall come into existence.

2.5. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.6. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.7. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3. GOODS

3.1. The Goods are as described in the Specification.

3.2. The Customer shall satisfy itself as to the suitability of the Goods for its purpose. The Customer shall be deemed to have carried out its own examination and investigation to ensure the suitability of the Goods for their intended purposes and applications.

3.3. The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY

4.1. Subject to clause 7.8. the Supplier shall deliver the Goods to the its warehouse location set out in the Order or such other location as the parties may, in writing otherwise agree (Delivery Location) at any time after the Goods are ready. Standard delivery period of 70 days may apply.

4.2. The Customer shall provide at the Delivery Location at its expense adequate and appropriate equipment and manual labour for unloading the Goods where such is necessary.

4.3. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4. The Supplier may deliver any goods by a courier service of its choice, and will do so as CIF Johannesburg (Inco Terms 2018).

4.5. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the money (if any has been paid) paid by the Customer for the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5. QUALITY

5.1. The Supplier warrants that on delivery, and for a period of 60 months from the date of delivery (Warranty Period), the Goods shall: a) conform in all material respects with their description and the Specification; and b) be free from material defects in material and workmanship. The Customer may extend the Warranty Period to 120 months at an agreed cost.

5.2. Subject to clause 5.3., if: a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1.; b) the Supplier is given a reasonable opportunity of examining such Goods; and c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods and retain any defective parts.

5.3. The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1. in any of the following events: a) the defect arises because the Customer failed to follow the Supplier's written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; b) the defect arises as a result of the Customer following any drawing, design or Specification other than as recommended by the Supplier; c) the Customer alters or repairs such Goods without the written consent of the Supplier; d) the Customer bypasses or circumvents documented electrical or software interfaces for controlling the Goods without the prior agreement of the Supplier; or e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage; or f) the Customer uses accessories or replacement parts in connection with the Goods which do not conform to the Supplier's specifications;

5.4. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

6.1. The risk in the Goods shall pass to the Customer on completion of delivery.

6.2. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods.

6.3. If, before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2., or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods.

7. PRICE AND PAYMENT

7.1. The price of the Goods shall be the price set out in the Suppliers VAT invoice to the Customer for the Goods.

7.2. The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: a) any factor beyond the Supplier's control (including increases in taxes and duties, and increases in labour, materials and other manufacturing costs); b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification or c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3. Any travelling, subsistence or out of pocket expenses incurred by the Supplier or its appointed agents in fulfilling the Contract will be charged to the Customer in addition to the price of the Goods, unless expressly agreed otherwise in Writing.

7.4. The price of the Goods is inclusive of the costs and charges of packaging, insurance (where applicable) and transport (unless quoted separately) of the Goods as set out in any Supplier's quotation.

7.5. The price of the Goods is exclusive of amounts in respect of value added tax (VAT) or any import duties. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the Supply of the Goods.

7.6. The offer to accept an Upfront Payment (rather than the full payment of the Purchase Price) shall be at the sole discretion of the Supplier.

7.7. The Supplier may, at any time after the date of the Order, invoice the Customer for the amount of the Upfront Payment. Where the Supplier does not offer to accept an Upfront Payment for Goods, the Supplier may invoice the Customer for the full Price of the Goods.

7.8. Where the Supplier accepts the Upfront Payment, the Supplier may invoice the Customer for the balance of the Purchase Price at anytime after payment of the Upfront Payment by the Customer, however payment of the Suppliers full VAT invoice of the Purchase Price must be effected in full by the Customer prior to delivery of the Goods

7.9. The Customer must pay the invoice for the Upfront Payment as well as the balance of the Purchase Price for the Goods in full and in cleared funds before delivery of the Goods.

7.10. The Customer shall pay the balancing invoice in full and in cleared funds immediately on presentation of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier or as stipulated on the invoice.

7.11. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount calculated at 2% per annum above the base rate at which Nedbank charges for loans from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after any judgement. The Customer shall pay the interest together with the overdue amount.

7.12. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counter-claim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8. CUSTOMER'S INSOLVENCY OR INCAPACITY

8.1. If the Customer becomes subject to any of the events listed in clause 8.2., or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

8.2. For the purposes of clause 8.1., the relevant events are: (a) The Customer commits a material breach of this Agreement which cannot be remedied; (b) the Customer is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory sequestration, winding-up, judicial management, business rescue or the equivalent of any of these in any jurisdiction; (c) a judgment against the Customer in respect of which no appeal lies or in respect of which the period for lodging an appeal or rescission (excluding any period to seek condonation) has expired and remains unsatisfied for a period of at least 30 days; or (d) the Customer makes or offers to make a general assignment or any arrangement or composition with or for the benefit of its creditors generally (or any class of its creditors) for releasing it wholly or partially from its debts. e) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning section 344 of the Companies Act, of 2008; f) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; g) (being an individual)

encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and or an order is made, in terms of which the Customer is placed under business rescue or if a notice of intention to place the Customer under business rescue is given or if a business rescue practitioner is appointed over the Customer. j) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2. a) to clause 8.2. j) (inclusive); h) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; i) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy; j) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs.

8.3 In the event that the Contract is cancelled by the Customer or otherwise by the Supplier for any reason stipulated in clause 8.2 above, it is recorded, and notwithstanding any other rights attributable to the Supplier in terms of these Conditions, that the Upfront Payment shall be retained by the Supplier as pre estimate liquidated damages.

8.4. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

9. LIMITATION OF LIABILITY

9.1. The Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: a) loss of profits; or b) loss of business; or c) depletion of goodwill and/ or similar losses; or d) loss of anticipated savings; or e) loss of Goods; or f) loss of contract; or g) loss of use; or h) any special indirect consequential or pure economic loss, costs, damages, charges, expenses.

9.2. Or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

10. FORCE MAJEURE

10.1. Neither party shall be liable for any failure or delay in performing its obligations under the contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or International pandemic, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

11. GENERAL

11.1. Technical Support a) The Supplier offers technical support in the first instance by email. b) Technical support is provided free of charge during the Warranty Period. c) Technical support is provided for queries in the use of the Goods in the configuration under which the Goods were sold. d) Support for features that are not documented in the user manual or the Specifications is at the discretion of the Supplier. e) Interfacing with any non-compatible product will not be supported unless otherwise agreed in the Order or Specifications. f) Application level (e.g. user training) support will not be provided without a separate user support contract, for which additional charges may apply.

11.2. Assignment and Subcontracting a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. b) The Customer may not assign, transfer, charge, subcontract or deal in any

Waiver a) A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to

the Customer is the subject of an insolvency application or order) creditor or such attachment or process is not discharged within 14 days; i) (being a company) an application is made to court, other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.3. Confidentiality a) Both parties undertake to hold as confidential all disclosures of a technical nature made to them by the other party in the course of setting up or during this Contract. b) Information which: is the public domain; comes into the public domain or is received in good faith from a third party; disclosed by order of a court of law; provably independently generated; shall not be regarded as confidential. c) The Supplier may refer to the existence of the Contract or to the Customer in any promotional or experience material.

11.4. Notices a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or e-mail. b) A notice of other communication shall be deemed to have been received: if delivered personally; when left at the address referred to in clause 11.4. a); if sent by pre-paid first class post or recorded delivery, at 9:00 am on the second Business Day after posting; if delivered by commercial courier. On the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission. c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.5. Severance a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. b) if any invalid, unenforceable or illegal provision of the Contract would be valid, minimum modification necessary to make it legal, valid and enforceable.

exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, now shall it preclude or restrict the further exercise of that or any other right or remedy.

11.6. Waiver a) A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, now shall it preclude or restrict the further exercise of that or any other right or remedy.

11.7. Third party rights a) A person who is not a party to the Contract shall only be binding when agreed in writing and signed by the Supplier.

11.8. Variation a) Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

11.9. Governing law and jurisdiction a) The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law in the Republic of South Africa, and the parties irrevocably submit to the exclusive jurisdiction of the court with requisite jurisdiction in South Africa.