



SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with REDITRON (PTY) LTD and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. Credit terms

- 1.1** THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally if the customer is a Credit Approved Customer, within 7, 14 or 30 days from the end of the month in which a Tax Invoice has been issued by REDITRON. Settlement is affected only on receipt of EFT, Credit Card, Debit Card, Cash or Direct deposit and shall be made to REDITRON free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by REDITRON is entirely at the discretion of REDITRON and may be withdrawn at any time.
- 1.2** THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from REDITRON, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:
 - 1.2.1** Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
 - 1.2.2** Both THE APPLICANT and REDITRON shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
 - 1.2.3** The transmitted electronic document(s) will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
- 1.3** Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement.
- 1.4** Where THE APPLICANT has not used a facility under this agreement for 12 (twelve) months, THE APPLICANT will be required to re-apply for such a facility.

2. Change of address

THE APPLICANT undertakes to notify REDITRON in writing within 7 (seven) days of any change of address.

3. Change of ownership

THE APPLICANT undertakes to notify REDITRON, in writing, within 20 (twenty) days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to REDITRON.

4. Domicilium

THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi (in other words, the address at which the Applicant and the signatory will accept all notices, legal documents and the likes, whether or not the Applicant and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

5. Consent to sharing information and retention periods

- 5.1** For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that REDITRON has consent to: -
 - 5.1.1** Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.
 - 5.1.2** REDITRON may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.
 - 5.1.3** If THE APPLICANT fails to meet his/her/its commitments to REDITRON, REDITRON may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
- 5.2** REDITRON is required to collect, process and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by REDITRON'S staff, representatives and sub-contractors and REDITRON makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information REDITRON has collected, processed and shared.

6. Pricing increments

- 6.1** Prices quoted by REDITRON are determined from time to time and are subject to increases, at the discretion of REDITRON. REDITRON shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.
- 6.2** REDITRON's quotations are valid for the period indicated thereon and upon expiry of the validity period, unless the assumptions and input costs, that were used to calculate the price reflected on the quote, change and result in an increased cost to REDITRON in delivering services, REDITRON shall have the right to re-negotiate the price of the goods or services; the changed assumptions are to be material changes that have a material effect on the price. The new pricing will be concluded by written mutual agreement between the parties.
- 6.3** The price may include a delivery fee for delivery of the goods to THE APPLICANT.
- 6.4** Should a legitimate error be made by REDITRON's employee, agent, servant in relation to any price quoted to THE APPLICANT, THE APPLICANT shall be notified of any price change.

7. Valid orders

- 7.1** In the event of any order being given to REDITRON on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.
- 7.2** Orders placed by THE APPLICANT for REDITRON's goods or services, shall be made in writing, alternatively they may be placed telephonically and confirmed in writing, to the nominated *domicilium* and/or email address of REDITRON.
- 7.3** In the event that REDITRON does not have stock of goods which have been purchased, REDITRON shall procure the same or similar goods from an alternative source at the same price subject to THE APPLICANT's consent; REDITRON shall not be liable for shortage of stock in circumstances that are beyond the control of REDITRON.

8. Delivery

- 8.1** THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on REDITRON'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 8.2** Any delivery date stated on any order confirmation is approximate only. REDITRON shall not be bound by that date but will make all reasonable efforts to deliver by that date.
- 8.3** Whilst REDITRON will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
- 8.4** The risk in and to the goods shall pass from REDITRON to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of REDITRON'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by REDITRON. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.
- 8.5** In the event that REDITRON makes delivery of the goods to THE APPLICANT in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any such instalment shall not affect the balance of the contract or entitle THE APPLICANT to cancel the contract.
- 8.6** When goods are delivered in accordance with 8.5 above, payments relating to separate deliveries shall be paid as agreed between REDITRON and THE APPLICANT, and payment by THE APPLICANT shall not be postponed until such times as all the goods ordered have been delivered.
- 8.7** If THE APPLICANT fails to take delivery of the goods ordered due to a direct /indirect act/omission by THE APPLICANT, its employees or agents, then the risk in the goods shall immediately pass to THE APPLICANT and THE APPLICANT shall be liable to pay REDITRON the reasonable costs of storing, insuring and the handling of goods, until delivery takes place.
- 8.8** For Exports Delivery, terms are EXW ("Ex Works", REDITRON Facility) Incoterms® 2010 (unless differently stated on the REDITRON Invoice):

9. Warranties and repairs

- 9.1** Goods are guaranteed according to either REDITRON'S specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of REDITRON not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
- 9.2** Should a product supplied to THE APPLICANT by REDITRON be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact REDITRON within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to REDITRON, where applicable.
- 9.3** Liability under clause 9.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by REDITRON.
- 9.4** All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of REDITRON are not covered in any warranties.
- 9.5** Should REDITRON find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.
- 9.6** Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to REDITRON may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.

10. Returns and Refunds

- 10.1** All and any returns and/or refunds shall be determined strictly with REDITRON's Terms and Conditions of the returns policy as contained herein.
- 10.2** No exchange, credit or refund will be done without the original invoice being presented to REDITRON.
- 10.3** Goods returned for credit or refund must be returned in the original condition and original packaging and are to be returned within 10 days of delivery. All goods returned that are repackaged in the original packaging are subject to a reasonable handling fee in respect of any consumption or depletion thereof.
- 10.4** The customer acknowledges that the right to return the goods shall be limited to REDITRON's discretion, in the event that the goods are partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property.
- 10.5** All freight costs will be for the customer's account unless agreed otherwise.
- 10.6** It is further agreed that no goods will be accepted for return/exchange and/or refund by REDITRON after the lapse of six months from date of purchase.
- 10.7** All electronic goods will be tested before any exchange, credit or refund will be issued.
- 10.8** REDITRON will not be held liable for any loss or costs incurred due to the failure of a product once installed or for any damages suffered by the customer or a third party due to the malfunction of products purchased where the product has been materially altered or has been used contrary to any instructions given by REDITRON.
- 10.9** Any damage caused by abuse, misuse, unauthorized modifications, incorrect installation, insect infestation, liquid lightening, power surges, any acts of God or force majeure or tampering will not be covered by REDITRON.
- 10.10** All faulty goods returned within six months of purchase by the consumer will be refunded, replaced or repaired at the customer's election (subject to points 10.4, 10.5, 10.6, 10.7,10.8,10.9 and 10.10).

11. Copyright

THE APPLICANT acknowledges REDITRON'S intellectual property rights in the goods and shall not infringe such intellectual property rights.

12. Reservation of ownership

- 12.1** Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in REDITRON. REDITRON shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by REDITRON. THE APPLICANT hereby waives any right it may have for a spoliation order against REDITRON in the event that REDITRON takes possession of any goods.
- 12.2** Further to 12.1 above, goods in possession of THE APPLICANT bearing REDITRON's name, trademarks and labels, shall be deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be repossessed by REDITRON.