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• **Website** www.ssg.co.za

• **Port Elizabeth Office**
29 Burt Drive
Newton Park
Port Elizabeth
6045
South Africa

• **Postal Address**
P.O.Box 35027
Newton Park
Port Elizabeth
6055
South Africa

• **Gauteng Office**
Ground Floor
Lakeview Building
1277 Mike Crawford Street
Centurion, Gauteng 0157
South Africa

Systems Services Standard Terms and Conditions

1. APPLICABILITY OF CONDITIONS

- 1.1. All business undertaken by Systems Services (SSG) is subject to SSG's standard terms and conditions ("the conditions") hereinafter set out and each condition shall be deemed to be incorporated in and to be a condition of any agreement between SSG and its customer.
- 1.2. Even if these conditions are not signed by the customer, it will be deemed that the customer has agreed to them when accepting delivery of any goods from SSG.

2. ORDERS

- 2.1. The customer must place orders with SSG's sales department by letter, fax or e-mail.
- 2.2. The customer must quote its account number when placing orders.
- 2.3. Unless SSG notifies the customer that it does not accept the order at the time it is placed, SSG will be deemed to have accepted the customer's order upon receipt thereof.
- 2.4. If SSG does not have sufficient stock of the goods that have been ordered by the customer, unless the customer cancels the order in writing, the goods will be supplied as soon as SSG receives stock thereof.

3. PRICE

- 3.1. All goods are sold at prices as determined by Systems Services alternatively the agreed price ("the prices")
- 3.2. The prices exclude VAT and delivery costs.

4. PAYMENT

- 4.1. The customer shall make payment for all goods purchased from SSG within thirty (30) days of the date of statement unless otherwise agreed with Systems Services in writing.
- 4.2. In the event of the customer failing to make payment on the due date, the customer shall be liable to SSG for interest at the rate of 2.5% per month. Such interest shall be calculated from the due date to date of payment.
- 4.3. All payments due by the customer shall be made in South African Rand, without demand, deduction or setoff, in cash, by bank guaranteed cheque or by electronic funds transfer.
- 4.4. All direct payments must be deposited into the following bank account, which may be changed by SSG, from time to time, on written notice to the customer:

Account holder: Datacol T/A Systems Services
Bank: First National Bank
Branch: Newton Park
Branch code: 261050
Account number: 621 0228 2176

- 4.5. The customer acknowledges that SSG is entitled in its entire discretion to appropriate any payment made by the customer to any part of the account that SSG elects.

5. DELIVERY

- 5.1. The goods are deemed to be delivered to the customer on:
 - 5.1.1. Commencement of the unloading of the goods upon delivery to the customer by SSG or its designated contractor (supplier, courier service) at the destination specified in the order ("the delivery destination");
OR
 - 5.1.2. Commencement of the loading of the goods upon collection by the customer;
OR
 - 5.1.3. On signature by the customer of the proof of delivery in respect of the goods ordered, these goods will be deemed to have been delivered to the customer.
- 5.2. The customer must collect the goods from SSG's offices within 7 days of the date of any notice by SSG that the goods are ready for collection, failing which SSG may, but is not obliged to, deliver the goods to the customer.
- 5.3. Unless the customer notifies SSG in writing within ten days of delivery of the product of any defect in the product, then the said product shall be deemed to be in good order and condition as at the date of delivery and no claim shall lie against SSG in respect thereof.
- 5.4. The customer will be liable for all delivery charges.

6. OWNERSHIP AND RISK

- 6.1. Ownership in any goods sold by SSG to the customer shall remain vested in SSG until payment in respect of such goods has been made in full.
- 6.2. The customer bears all the risk in and to any goods sold to the customer and of any harm caused by such goods from the time of delivery to the customer or its agent.

7. RETURN OF GOODS

- 7.1. SSG may, but is not obliged to, accept the return of goods that were correctly supplied in accordance with the customer's order. If it does so, the following conditions will apply:
- 7.2. Prior authorisation from SSG's management must be obtained in writing;
- 7.3. The returned goods and the packaging must be in a resalable condition, as determined by SSG;
- 7.4. The returned goods must be accompanied by proof of purchase (e.g. a signed delivery note or invoice);
- 7.5. The customer will be liable for a handling charge of 10% of the value of the order, at SSG's discretion;
- 7.6. The goods must be returned to SSG within 7 days of receipt thereof in order to qualify for a credit.
- 7.7. The handling charge will be deducted from any credit note issued to the customer by SSG. SSG shall not give customers any cash refund for any goods returned for any reason whatsoever.

8. GUARANTEE

- 8.1. SSG guarantees that all the products which it supplies shall comply with the technical properties of the product according to the various technical data sheets issued from time to time by SSG. Copies of such data sheets are available on request from SSG.
- 8.2. The information set out in the technical data sheets and leaflets issued from time to time by SSG is of a general nature only and SSG does not assume any responsibility whatsoever for any reliance that is placed thereon by the customer.
- 8.3. SSG gives no other guarantee either expressed, implied or tacit of any nature as to the fitness, suitability or performance of the product.

9. EXCLUSION OF LIABILITY

- 9.1. Save for the guarantee in terms of clause 8 above, where SSG's liability shall be limited to the replacement or cost of the product, neither SSG nor any of its members, employees or agents shall be liable for any loss or damage whether direct, indirect, consequential or otherwise suffered by the customer arising from any cause in connection with any business or transaction concluded with SSG, whether such loss or damage results from a breach of the agreement (whether total, fundamental or otherwise), negligence or any other cause without limitation.

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10. PARTNERSHIP

10.1. In the event of the customer being a partnership, the individual partners agree that all partners shall be jointly and individually liable for payment of all amounts due to the customer by SSG. The partners further agree that their liability to SSG shall be unaffected by any dissolution of the partnership in respect of any goods sold and delivered after such dissolution unless a written notice enclosing proof of such dissolution has been duly delivered to SSG.

11. HACKING

- 11.1. Hacking is a term used in the computer security context to describe the action whereby someone seeks and exploits weaknesses in a computer system, computer network, application software, e-mail or web sites. Hackers illegally obtain access to the aforementioned and then can use information obtained as such or disrupt the functioning of these systems.
- 11.2. It is the customer's responsibility to ensure that they are adequately protected from such actions and SSG will not accept responsibility for any loss or disruption caused by such actions.
- 11.3. It is also the customer's responsibility to familiarise themselves with possible weaknesses in their systems and to take the necessary steps to adequately protect their systems from possible hacking.

12. Proof Of Delivery

- 12.1. The customer has 7 days from date of invoice to dispute the details on an invoice.
- 12.2. The customer accepts that an invoice received via e-mail will be regarded as proof of delivery (i.e. goods delivered and services received as per the Invoice received by the Customer) and that no signed invoice is needed to prove delivery of services or goods.

13. LANDLORD'S LIEN

- 13.1. If the customer leases its premises, then the customer must notify its landlord that any goods bought from SSG belong to SSG until it is fully paid for. SSG also has the right to notify the landlord thereof.
- 13.2. The customer must provide SSG with the name and contact details of its landlord. The customer must notify SSG of any changes to its landlord or its contact details and immediately provide SSG with the new information.

14. BREACH

- 14.1. The customer will be in breach if it:
- 14.1.1. Fails to pay any amount of money due to SSG on the due date; or
- 14.1.2. Is sequestered or placed in liquidation (whether voluntary, compulsory, provisional or final) or under judicial management; or
- 14.1.3. Commits any act of insolvency or what would be an act of insolvency if committed by a natural person; or
- 14.1.4. Enters into an arrangement or compromise with its creditors generally; or
- 14.1.5. Fails to satisfy any judgment granted against it within 7 days of the date of judgment; or
- 14.1.6. Fails to strictly adhere to any other term or condition of this agreement.
- 14.2. If the customer is in breach:
- 14.2.1. All amounts which are owed to SSG will immediately become due and payable, despite any agreement for credit with such customer;
- 14.2.2. SSG may suspend all deliveries to the customer;
- 14.2.3. SSG may cancel the customer's orders without notice to such customer.
- 14.2.4. SSG will be entitled without prejudice to its other rights in law to cancel this agreement without notice to the customer.
- 14.2.5. A certificate by a member of SSG reflecting the amount due and owing by the customer to SSG in respect of capital and interest shall be sufficient and satisfactory prima facie proof of the facts therein stated for the purposes of all proceedings against the customer for the recovery of the said amount.
- 14.2.6. The customer will be liable for all expenses incurred by SSG in exercising any rights arising out of breach of the customer's obligations in terms hereof, including legal charges between attorney and client, collection charges and tracing fees.

15. DISPUTES

- 15.1. The customer has the right to, *inter alia*, refer a complaint to a dispute resolution agent, the Consumer Court; or file a complaint with the National Credit Regulator in respect of any alleged contravention of the National Credit Act.

16. GENERAL PROVISIONS

- 16.1. These conditions and any documents referred to herein constitute the whole agreement between SSG and the customer relating to the granting of credit facilities and the sale of goods.
- 16.2. Neither party will be bound by any variation of these conditions nor any waiver of any rights under these conditions unless the variation or waiver is in writing and signed by both SSG and the customer.
- 16.3. SSG is not bound by any oral statements, figures, specifications, prices quoted, acceptances or representations.
- 16.4. No relaxation or indulgence which SSG may give at any time in regard to the carrying out of any of the customer's obligations will prejudice or be a waiver of any of SSG's rights.
- 16.5. The customer consents and submits to the jurisdiction of the Magistrate's Court in respect of all disputes arising out of the sale of goods to which these conditions relate. Neither party is obliged to institute proceedings in that court.
- 16.6. The amounts referred to in this agreement do not limit the amount recoverable by SSG.
- 16.7. In this agreement, unless the context otherwise requires:
- 16.8. the masculine gender includes the feminine gender and vice versa;
- 16.9. both masculine and feminine genders include the neuter and vice versa;
- 16.10. the singular includes the plural and vice versa;
- 16.11. headings of clauses shall be deemed to have been included for the purposes of convenience only and shall not affect the interpretation of this Agreement

SSG hereby elects, as its *domicilium citandi et executandi*, at which it will accept service at any process or notice:
29 Burt Drive, Newton Park, Port Elizabeth.

In terms of Section 45 of the Magistrate's Court Act 1944, the Customer hereby consents to the jurisdiction in terms of Section 29 of the said Act as amended in respect of any action to be instituted against the Customer by SSG in terms hereof or otherwise. It shall, nevertheless, be entirely within the discretion of SSG as to whether to process against the Customer in such Magistrate's Court or any Court having jurisdiction.