

TERMS AND CONDITIONS OF SALE

(Tablet Catalogue – Web Reference 2361)

These Terms and Conditions of Sale apply as between the seller of the goods listed in the above catalogue (hereinafter referred to as "the Seller") and the person, company, close corporation, trust or other legal persona who places an order for, and/or takes delivery of, any item/s listed in the catalogue referred to above (hereinafter referred to as "the Purchaser") (the Seller and the Purchaser being referred to jointly as "the Parties").

1. INTERPRETATION

- 1.1** The clause headings in this document are for reference purposes only and shall not be used in the interpretation thereof.
- 1.2** Unless the context clearly indicates a contrary intention, words importing one gender include the other genders, the singular includes the plural and vice versa, and any reference to a person includes a natural person, company, close corporation, partnership, trust or other legal persona, regardless of whether same is a recognised legal person or not.
- 1.3** "the Goods" or "the Assets" means the tablets and any other items reflected in the catalogue/price list issued by the Seller from time to time, being the subject matter of this sale, and which are sold "voetstoots" as more fully set out in clause 3 below.
- 1.4** "the Catalogue" means the price list/catalogue in which the Goods are advertised, including all descriptions, quantities, images, model numbers and prices reflected therein.
- 1.5** Any annexure to this document is incorporated herein by reference and forms an integral part hereof.

2. OFFER, ACCEPTANCE AND PRICE

- 2.1** The prices reflected in the Catalogue constitute an invitation to do business and not a binding offer by the Seller. A binding sale is concluded only once the Seller has accepted the Purchaser's order and full payment (or the required deposit, where applicable) has been received in cleared funds.
- 2.2** Pricing is as follows, exclusive of VAT unless otherwise stated:
 - 2.2.1** Single unit: R850.00 (eight hundred and fifty Rand) plus VAT per tablet; or

2.2.2 Bulk purchase: R4,000.00 (four thousand Rand) plus VAT for any 5 (five) tablets purchased together as one transaction.

- 2.3 VAT shall be charged in addition to the above prices at the prevailing statutory rate and shall be reflected on the tax invoice issued to the Purchaser.
- 2.4 All prices, quantities and stock availability are subject to change without prior notice and to availability at the time of order. The Seller reserves the right, in its sole discretion, to withdraw any item from sale at any time prior to full payment being received, without liability to the Purchaser.
- 2.5 Errors and omissions excepted (E&OE). Descriptions, images, model numbers, specifications and quantities in the Catalogue are provided for identification and information purposes only, and the Seller does not warrant the accuracy or completeness thereof. It remains the Purchaser's responsibility to inspect and satisfy itself as to the condition and suitability of any item prior to purchase.

3. SALE VOETSTOOTS / EXCLUSION OF WARRANTIES

- 3.1 The Goods are sold *voetstoots* and as-is, in the condition in which they stand at the time of sale, with all faults, whether patent or latent, and the Purchaser accepts full risk in and to the condition and quality of the Goods from the date of sale.
- 3.2 No warranty or representation of any nature whatsoever, whether express, implied, tacit or otherwise, is given by the Seller as to the condition, quality, functionality, merchantability, fitness for purpose, completeness or suitability of the Goods for any particular purpose, and the Purchaser irrevocably and unconditionally waives any right (whether at common law, in contract, in delict or otherwise) it may have to rely on any such warranty or representation, save where such waiver is not permitted by law.
- 3.3 The Seller assumes **NO DUTY TO REPAIR**, replace, maintain, service or refund any item sold, whether before or after delivery, and neither the Seller nor any of its employees, agents or representatives shall be liable for any defect in the Goods, whether patent or latent, discovered by the Purchaser after the sale.
- 3.4 The Purchaser acknowledges that it has been afforded a reasonable opportunity to inspect the Goods, or a representative sample thereof, prior to purchase, and that it purchases the Goods, whether it has exercised that opportunity or not, entirely on its own judgment and at its own risk. Where an item is purchased without prior physical inspection (including online, telephonic or written orders), the Purchaser is deemed to accept the item on the same *voetstoots* basis and waives any claim founded on its inability, or election not, to inspect prior to purchase.
- 3.5 Nothing in this clause 3 shall exclude or limit any right that cannot lawfully be excluded or limited under the Consumer Protection Act 68 of 2008 ("the CPA"), where and to the extent that the CPA applies to the transaction in question.

4. PAYMENT

- 4.1 Payment of the full purchase price, plus VAT, shall be made prior to release or delivery of any Goods, by way of electronic funds transfer or such other method as may be agreed in writing with the Seller. No Goods shall be released or delivered until the Seller has received the full purchase price in cleared funds.
- 4.2 The Purchaser shall not be entitled to set off any amount against the purchase price, nor to withhold payment for any reason.
- 4.3 Should payment not reflect in the Seller's bank account within the agreed period, the Seller reserves the right, without further notice, to cancel the order and offer the item/s to another purchaser.

5. OWNERSHIP, RISK AND DELIVERY

- 5.1 Ownership of the Goods shall remain vested in the Seller until the full purchase price (plus VAT) has been paid in cleared funds.
- 5.2 Risk in and to the Goods shall pass to the Purchaser on collection or delivery, whichever occurs first.
- 5.3 The Purchaser shall be responsible, at its own cost, for collecting the Goods from the Seller's premises within the period notified by the Seller, alternatively for arranging delivery on terms agreed with the Seller. The Seller shall not be liable for any loss, theft or damage occurring after risk has passed to the Purchaser.
- 5.4 Should the Purchaser fail to collect the Goods within the period stipulated by the Seller, the Seller reserves the right to levy a reasonable storage fee, or to cancel the sale and refund the purchase price (less a reasonable administration fee), at its sole discretion.

6. BREACH

- 6.1 Should the Purchaser breach any provision of this agreement, including failure to make payment timeously, the Seller shall be entitled, without prejudice to any other rights it may have, to cancel the sale and retain any deposit or part-payment already made as pre-estimated liquidated damages, alternatively to claim specific performance and/or damages.
- 6.2 Should legal action be required to enforce this agreement or recover any amount due, the Purchaser shall be liable for all legal costs incurred by the Seller on the scale as between attorney and client.

7. INDEMNITY

- 7.1 The Purchaser hereby indemnifies and holds the Seller harmless against any loss, claim, damage, cost or expense of whatsoever nature arising out of or in connection with the

Purchaser's use, handling, resale, transportation or possession of the Goods after risk has passed, save to the extent caused by the Seller's gross negligence or wilful misconduct.

8. PROTECTION OF PERSONAL INFORMATION (POPIA)

- 8.1** Any personal information provided by the Purchaser to the Seller in connection with this transaction will be processed strictly for the purpose of concluding and administering the sale, issuing invoices, and complying with applicable law (including the Financial Intelligence Centre Act 38 of 2001, where relevant), in accordance with the Protection of Personal Information Act 4 of 2013.

9. DOMICILIUM AND NOTICES

- 9.1** The Purchaser chooses as its *domicilium citandi et executandi* (the address for the delivery of all notices and legal process arising from this agreement) the address, telephone number and/or email address provided by it at the time of placing the order.
- 9.2** Any notice given by email or SMS to the Purchaser's chosen address or number shall be deemed to have been received on the date of transmission, unless the contrary is proven.

10. GENERAL

- 10.1** This document constitutes the whole agreement between the Parties relating to the subject matter hereof, and no amendment or waiver of any of its terms shall be of any force or effect unless reduced to writing and signed by both Parties.
- 10.2** No indulgence, extension of time or relaxation granted by the Seller shall constitute a waiver of any of its rights, nor prevent the Seller from exercising any right strictly in accordance with this agreement at any later stage.
- 10.3** Should any provision of this agreement be found to be invalid or unenforceable, such provision shall be severed therefrom without affecting the validity of the remaining provisions.
- 10.4** This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa, and the Parties consent to the jurisdiction of the Magistrate's Court in respect of any dispute arising herefrom, without prejudice to the Seller's right to institute proceedings in the High Court should it elect to do so.
- 10.5** By placing an order, making payment, or taking delivery of any item reflected in the Catalogue, the Purchaser acknowledges that it has read, understood and agrees to be bound by these Terms and Conditions of Sale in their entirety, including the *voetstoots* sale and exclusion of warranties recorded in clause 3 above.

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