

## CSI CONDITIONS OF SALE

### 1. CONTRACT

- a. Computer Systems International (CSI) point of Sale Equipment, Computer Equipment and Related equipment carry a warranty of no more than given by the respective suppliers. This warranty is in respect of damage resulting from faulty material or service by the seller only.
- b. After the lapse of the warranty, maintenance and service will be carried out by CSI under terms and conditions of a maintenance contract.
- c. The warranties offered by CSI shall be the replacement of equipment or repair thereof as deemed necessary by CSI but excludes obligations or rights as otherwise defined in the Maintenance Agreement.

### 2. PRICE / PAYMENT

- a. The price quoted is net cash unless otherwise herein stated and payment is due and payable immediately against delivery.
- b. The contract price stipulated on the order is based on ruling prices; should increased insurance rates, shipping charges or freight rates, custom duties, sales tax, the rate of exchange between the time of the order and the date of the delivery, the buyer accepts that the order be increased accordingly.
- c. The seller may, at its sole discretion, reject the buyer's application for leasing of equipment. In such an event, the order will be treated as an order for cash on delivery, alternatively for an order in terms of the Credit Agreements Act as amended subject to the terms of the Sellers Standard Credit Agreement.
- d. Only the seller's official receipt shall be proof of payment.
- e. Interest on arrears shall accrue at prime lending rate from time to time of delivery.

### 3. OWNERSHIP

- a. Notwithstanding delivery, ownership in the goods shall at all times remain invested in the seller, unless the full price shall have been paid. Equipment is considered to be on loan until full payment has been effected.

### 4. DELIVERY

- a. Delivery cannot be guaranteed for any specific date or within specific period and delivery, on any specific date or within any specific period is not a condition or essential term of this order.
- b. Should the seller tender to deliver and the requested to delay such delivery, for any reason, the additional cost to the seller incurred thereby shall be for the buyer's account. It is hereby recorded that it is within the contemplation of the parties that the seller delivers a number of orders within the given area at one time.
- c. Delivery to the buyer by rail, airfreight or such other like method shall be deemed to the agent of the customer.
- d. Delivery shall be deemed to have taken place within five (5) working days of dispatch by the seller to 3.

### 5. WARRANTY

- a. The buyer acknowledges that the seller and its duly representatives have given no warranties of whatsoever nature other than those specified in this order.
- b. The buyer confirms that the order is in every respect correct and that the signatory for and on behalf of the buyer personally guarantees his authority to contract on behalf of the buyer.
- c. This warranty is in lieu of all other warranties expressed or implied all of which are excluded from the contract relating to the sale and of all obligations or liabilities on the part of the seller.

### 6. DEFAULT BY THE BUYER

- a. The seller shall be entitled without prejudice to the rights available to it in law, to remove the goods and the seller shall not be responsible for any damage occasioned in removing the goods, including any damage negligently caused.
  - i. The customer's indebtedness shall bear interest, which shall be capitalized monthly in advance in accordance with the limitation and disclosure of Finance Charges Act No. 90 of 1980 as amended.
  - ii. In the event of the seller instructing attorneys to collect such overdue amounts, or to take any such action as a result, all legal fees and collection charges, both as between attorney and client, shall be borne by the customer and all payments made thereafter shall be allocated firstly to the payment of such legal charges thereafter interest and finally capital.
  - iii. The customer's failure to inform the seller in writing by pre-paid registered post within (5) days of delivery date, as to any defect, shall be deemed to constitute the buyer's acknowledgement that the goods have been delivered in accordance with the reconditions of this order and to the satisfaction of the buyer

### 7. RISK

- a. The buyer shall be liable and responsible for all equipment purchased; insurance shall be for the buyer's own account.

### 8. INSURANCE

- a. The buyer shall insure the equipment sold under credit agreement or lease agreement with an insurance comp any nominated and accepted to the seller on an " All Risks " insurance policy, the costs of which shall be borne by the buyer. The buyer shall be obliged to pay such costs within thirty (30) days of invoice.

### 9. OBLIGATIONS

- a. The buyer shall:
  - b. Keep the equipment in his custody at / or at such other place as may be approved of in terms of sub-paragraph (b)
  - c. Obtain the written consent of the seller or any cessionary before removing the equipment from the premises referred to in (a)
  - d. Notify the seller in writing, by registered post addressed to the seller at its address as specified overleaf, at least fourteen (14) days prior to:
    - i. any change in the buyers private or business address;
    - ii. any change in the address of the premises where the equipment is kept.
  - e. Notify the seller in writing of the name and address of the landlord of the premises where the equipment is kept and the buyer shall notify the seller of any change of the name and address of the landlord of such premises within fourteen (14) days of such change.

### 10. SALE, CESSION AND / OR ASSIGNMENT

- a. The seller shall have the right to sell, assign or cede to any person of his rights or obligations under this agreement and such event the buyer agrees to accept such purchaser, assignee or cessionary in place of the seller.
- b. The buyer shall not have the right to cede or assign any of his rights or obligations hereunder.

### 11. DOMICILA

- a. The parties hereto choose domicilium citandi et executandi for all purposes under this agreement as those disclosed on the efface hereof.
- b. Any party may be written notice to the other change their aforesaid Domicilium.

### 12. MAGISTRATE'S COURT

- a. The parties hereto consent to the jurisdiction of the Magistrate's Court for any action that may arise out of this order.

### 13. ENTIRE AGREEMENT/VARIATION

- a. The parties acknowledge that the agreement constitutes the entire Agreement between them, and that the were no terms, conditions, stipulations, warranties or representations whatsoever which have been made by or on behalf of any of the parties or agents other than such as are included herein and all terms, conditions, stipulations, warranties or representations are hereby expressly excluded.
- b. All variations to this agreement shall be ineffective unless reduced to writing and signed by the parties or by their duly authorized agents acting on their written authority.

### 14. CANCELLATION

- a. The Seller reserves to itself the right to cancel this order within a period of 30 days reckoned from the date that the seller receives the order for any reason whatsoever in the seller's absolute, nor is there any obligation on the seller to accept this.

### 15. SEVERABILITY

- a. Each of the above clauses and sub-clauses are separate and distinct form each other.
- b. In the event of any one clause or sub-clause being invalid then this shall not be deemed to invalidate the rest of the agreement and such clause or sub-clause shall be capable of being severed from the remainder of the agreement.