

Sensor Security Systems

TERMS AND CONDITIONS OF QUOTATION AND SALE Version No 5.0 May, 2015

THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SENSOR SECURITY SYSTEMS (PTY) LTD AND CUSTOMER, UNLESS OTHERWISE AGREED TO IN WRITING BY SENSOR SECURITY SYSTEMS (PTY) LTD, SENSOR SECURITY SYSTEMS GAUTENG (PTY) LTD, SENSOR AFRICA (PTY) LTD or SENSOR HOLDINGS (PTY) LTD

TERMINOLOGY:

1. As used herein, "Customer" means the purchaser of goods and/or services from SENSOR.
2. As used herein, "SENSOR or SUPPLIER" means any company in the Sensor Group
3. As used herein, "goods" means any item of whatsoever nature that are supplied to the Customer in terms of this agreement.

PRICES, DISCOUNTS AND QUOTATIONS:

4. All prices are subject to change without notice prior to receipt of Customer's purchase order and Supplier acceptance of it.
5. All invoice prices are those in effect on date of shipment, unless otherwise agreed to by Supplier in writing.
6. All pricing information in published or printed material is provided for general information and estimation purposes only. Published prices are neither quotations nor offers to sell.
7. Prices do not include value added tax and, unless expressly identified and itemized, do not include freight, handling or insurance. All taxes applicable to goods ordered shall be paid by Customer, or in lieu thereof, Customer shall provide Supplier with a tax exemption certificate acceptable to the taxing authorities.
8. Any quotation given is not an offer by the Supplier to sell the goods but constitutes an invitation by the Supplier to the Customer to do business with the Supplier. A quotation may be revoked at any time by the Supplier.

PAYMENT TERMS:

9. The purchase price in respect of any goods sold by the Supplier to the Customer in terms of this agreement shall be payable:
 - by the Customer to the Supplier, at the Supplier's office or at such place or at other place as the Supplier may direct from time to time;
 - in cash;
 - in South African currency without deduction or set-off and free of any exchange; and
 - during or before the expiry of the credit period indicated on the Customer application which is annexed hereto, which period shall commence upon the issuing of an invoice by the Supplier, or if there is no credit period indicated, or no credit period has been approved, or no Customer application is annexed, cash or order.
10. Supplier has the right to charge a late payment charge of 1.5% of the outstanding balance per month for each month, or partial month, any invoice remains unpaid beyond its due date.
11. The Customer accept that they will be held liable for all legal costs on a scale as between attorney and client, including collection commission charges and tracing agent costs, from the date of hand over by Sensor Security Systems to their attorneys for the recovery of any arrear amounts.
12. If Customer secures a leasing arrangement with a third party leasing company ("Customer Lessor") and Supplier deems evidence of such leasing arrangement to be sufficient, Supplier will work with Customer and the Customer Lessor to facilitate payment from Customer Lessor. Notwithstanding the foregoing, Customer shall remain primarily responsible for and liable for complete and timely payment of all invoices issued hereunder.
13. The Customer has no right to withhold payment for any reason whatsoever. The Customer is not entitled to set off any amount due to the Customer by the Supplier against any debt owed by the customer to the Supplier nor shall any payment be withheld by virtue of any alleged counterclaim against the supplier by the Customer.

SHIPPING, DELIVERY, AND WAREHOUSING:

14. Customer shall be responsible for all freight, handling and insurance charges. Supplier shall select the carrier unless otherwise instructed by Customer. In no event shall Supplier have any liability in connection with shipment, nor shall the carrier be considered an agent of Supplier.
15. Supplier shall not be liable for damage or penalty for delay in delivery or for failure to give notice of any delay. All freight charges for drop shipments via surface or airfreight will be prepaid by the Supplier, unless paid in advance by Customer or otherwise agreed by Supplier.
16. Any prepaid freight charges for such shipments shall be added to the charges listed on the applicable invoice and Customer agrees to reimburse Supplier for such freight charges. Unless expressly specified otherwise in the applicable Quotation, Customer shall accept and pay for partial shipments of goods. Unless otherwise specified by Sensor, title and risk of loss to hardware shall pass to Customer upon delivery to the common carrier (F.O.B. origin). Supplier retains a purchase money security interest in all goods and such security interest is released when payment in full for such goods is received by Supplier.
17. Customer agrees to pay a warehousing fee equal to one percent (1%) per month (or portion of a month) of the list price for any Goods(s) purchased hereunder and held in a warehouse either at Customer's request or due to Customer's failure to accept delivery. Warehousing fees will be calculated from date goods are delivered to the warehouse.

IMPORTANT

**Please ensure that all signatories and witnesses initial each page
(Only use black pen)**

18. Delivery shall be completed when the goods are handed to the Customer or its agent at the Supplier's premises and before loading commences. The risk in the goods ordered by the Customer shall pass to the Customer upon delivery.

PLACING AND CANCELLATION OF ORDERS

19. If telephone orders are placed by the Customer, the Supplier may require such orders to be confirmed in writing by the Customer, prior to acceptance by the Supplier.
20. Customer may not cancel or modify a Customer order without the written consent of Supplier. If Supplier consents to Customer's cancellation or modification of a Customer order, Customer agrees to be responsible for and pay Supplier all costs, expenses and fees incurred by Supplier from the manufacturer, the Supplier or its shippers as a direct result of cancellation or modification of such order.
21. If the manufacturer / importer withhold its consent to the cancellation or modification of a Customer order, Supplier will deliver the ordered items to Customer, and payment in full will be due from Customer for such items.

WARRANTIES AND GUARANTEES:

22. No warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise and whether they induced the contract or not, which are not set forth in this agreement shall be binding on the Supplier, the Customer irrevocably waiving any right (common law or otherwise) it may have to rely thereon, and the goods are purchased on the basis that they are taken *voetstoots* and with the exclusion of all common law and other remedies including adulation remedies, whether as to the suitability of the goods sold for any specific purpose or (without limiting the generality of the foregoing) otherwise.
23. To the extent that goods supplied by the Supplier are in any way defect, the Customer shall be entitled, within X months (see Annexure B) of the delivery of the relevant goods, to claim the replacement or repair of the goods to eliminate any defect in workmanship or materials found to be due exclusively to any acts or omissions on the part of the Supplier, in the Supplier's sole opinion (which shall be binding on the Customer), of which defects the Supplier shall have been notified in writing by the Customer within 10 days after the defect arises (which notice shall specify the alleged defect), provided that the Supplier shall have been given a reasonable opportunity of inspecting any alleged defect. The Supplier's liability shall be limited on return to the Supplier of the goods or part thereof, to what is set out above in this subparagraph.
24. In order to be valid, a claim in terms of the guarantee as set out in clause 23 must be in writing, specifying the alleged defect, and supported by the original tax invoice.
25. In addition the goods must be returned by the Customer to the Supplier at the Customer's expense, packaged in their original undamaged packaging material.
26. The parties agree that the Supplier shall have no liability in respect of any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use, the goods and whether or not occasioned by the Supplier's negligence (gross or otherwise) or any act or omission on its part. Without limiting the foregoing the Supplier does not warrant that the goods will be fit for the purposes for which they are to be used by the Customer (notwithstanding that the use to which the Customer intends to put the goods is known to the Supplier). For the purposes hereof, any reference to the Supplier shall include its servants, agents, contractors or any person for whose acts or omissions the Supplier may be liable in law. This also constitutes a stipulation altering in favour of such persons the benefits of which may be accepted by them at any time.
27. The Supplier shall be relieved of all obligations in terms of this clause, if:
- Repairs or modifications have been made by persons other than the Supplier, unless such repairs or modifications are made with the prior written consent of the Supplier.
 - Any goods are operated with any accessory, equipment or part not specifically supplied or approved by the Supplier.
 - The goods shall not have been operated or maintained in accordance with the Supplier's instruction, or under normal use; the goods shall not have been properly installed.
 - If repairs or replacements are effected by the Supplier, only the parts actually working on and not the complete goods shall be subject to a new guarantee, if any, hereunder.
 - Repair times and repair costs given are merely estimates and are not binding on SENSOR Security Systems; time is not of the essence of this agreement unless expressly agreed upon in writing by the Supplier. The Supplier shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any unforeseen cost and/or any delayed repairs.
 - Any item handed in for repair may be sold by the Supplier to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
 - Any item delivered to the Supplier shall serve as a pledge in favour of the Supplier for present and past debts and the Supplier shall be entitled to retain or realize such pledges as it deems expedient. The sworn or realized value of pledged goods will be offset against the Customer's debts and any excess balance will be paid to the Customer.
 - Customers who acquire goods for the purpose of on-selling those goods, whether that Customer is permitted to do so or not, (and nothing herein contained shall be deemed to allow the Customer to on-sell goods acquired from the Supplier whilst ownership vests in the Supplier), shall not advertise or issue or in any other way give or make any warranties, guarantees or representations as to the goods in any form whatsoever or offer to do so, which could result in liability being imposed upon the Supplier.
28. The above warranties are subject to the following conditions:
- The Supplier shall be under no liability to the Customer until the Customer has paid the full amount due (and interest, if any – see clause 10) to the Supplier in respect of the goods concerned;
 - The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), improper use outside the Supplier's specifications, damage to the goods caused by improper maintenance, service or repair by untrained personnel or technicians, and unauthorized alterations or modifications of the goods;
 - The Supplier shall be under no liability in respect of parts, materials or equipment which are accepted in the industry to have a limited life expectancy or parts, materials or equipment, which need to be replaced at specified and published service intervals ("consumable parts");
 - The Supplier shall be under no liability in the event that spare parts and consumable parts other than those recommended for use by the Supplier are fitted, attached or used on the goods;

IMPORTANT

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- Notwithstanding anything to the contrary in this agreement, the Supplier shall not be liable to the Customer by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this agreement, for any consequential loss or damage (whether for loss or profit or otherwise occasioned by the negligence of the Supplier or its employees or agents or otherwise) arising out of or in connection with any act or omission of the Supplier relating to the supply of the goods, their resale by the Customer or use by any third party.

RETURN / REPAIR POLICY:

Return/repair merchandise

29. All goods with a return policy/guarantee from a manufacturer/ importer/ supplier may be returned. Repair /return merchandise must be a product supplied by Sensor.
30. Before returning an item, please contact Sensor's Repairs Department (or your sales representative) for a **GRV number** (Goods Received Voucher). You also need to supply a **reason** for the return as required by the supplier.
31. Repairs can be reached on +27-21-914-7557 (Western Cape) +27-11-314-9419 (Gauteng) from 08:00 to 16:30.
32. Once merchandise is booked a **goods received voucher** from Sensor stating the product name, serial number and reason(s) for return is issued. Sensor will inspect merchandise to ensure it complies with the stipulated requirements (refer to Packaging).

Packaging

33. All returns need to be packed in the original box and packaging with the accompanying documentation, manuals and accessories. Non-compliance may result in goods being returned or the customer may be charged on a per-item-basis.
34. If merchandise is shipped, remember to include a packing list and copy of the original invoice. Highlight the GRV number very clearly on the outside. Shipment must be pre-paid by the customer to the specified location. Non-compliance may result in a shipment being refused and returned.
35. When sending merchandise for repair only send the parts required for a unit to work.

Policy

36. Sensor's standard policy for returnable products is for repair/replacements only. No credits or refunds.
37. Returns without a GVR or in a condition other than stipulated may be rejected or additional charges may be levied (in agreement with the customer).
38. Stock incorrectly ordered and returned for credit, within 7 (seven) days of invoice, will be charged with a 15% handling fee.

Bosch returns/repairs

39. It may take up to 14-16 working days to replace a Bosch unit, depending on availability of stock.
40. For a Bosch repair send the unit only (not accessories) as the part(s) and not the entire unit will be replaced.

Please note

41. GRVs are valid for ten working days from date of issue only.
42. Normally GRV returns will be repaired/replaced with new items (when stock is available) within five working days after receipt.
43. The customer will be notified of the product's final status before it is returned.
44. All transactions are final.
45. The customer assumes responsibility for shipped goods until landed at Sensor. Unauthorized shipping charges will be for the customer's account - or a delivery could be refused and returned.
46. Should a delivery from Sensor be damaged or tampered with, the customer should notify us within two days. We will lodge the resultant claim.
47. Replacements for returns under warranty due to manufacturing defects will be procured by Sensor from the manufacturer.
48. Merchandise will not be replaced as a result of a customer's inability to install a product.
49. Merchandise damaged through misuse, abuse or negligence will also not be replaced.

FORCE MAJEURE:

50. Any transaction is subject to cancellation by the Supplier due to force majeure from any cause beyond the control of the Supplier, including, without restricting the generality of the foregoing, inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbances, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

LIMITATION OF LIABILITY:

51. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF SUPPLIER UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO MONEY PAID TO SUPPLIER UNDER THIS AGREEMENT. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF SUPPLIER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

RESERVATION OF OWNERSHIP:

52. Ownership of the goods shall not pass to the Customer until the contract price (including interest if any) in respect of the goods in question has been paid. The provisions hereof shall apply notwithstanding the installation of such goods in the Customer's premises or the accession thereof to any of the Customer's goods or that the goods may be incorporated into or form part of other goods or change their essential character. All goods, whether fixed to immovable property or not, shall deemed to remain movable and deemed to be severable.

BREACH:

53. Subject to clause 48.2 (bullet 2) if the customer breaches any of the terms or conditions hereof or any other agreement with the supplier or fails to pay any amount payable by it on due date or commits any act of insolvency or endeavors to compromise generally with its creditors or does or causes to be done anything which may prejudice the supplier's rights hereunder or at all, or allows any judgment against it to remain unsatisfied for seven (7) days or is placed into provisional or final liquidation or judicial management or under provisional or final sequestration or if his estate is voluntarily surrendered, the supplier shall have the right, without prejudice to any other right which it may have against the customer, to elect to:-

- Treat as immediately due and payable all outstanding amounts which are still not yet due and payable and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with the customer until the customer has remedied the breach;
- Cancel this agreement and retake possession of any of the goods sold.

54. The customer hereby indemnifies the supplier against any and all damage of whatsoever nature, however and by whomsoever caused in relation to the removal of goods, and without derogating from the generality of the foregoing, the removal of repossessed goods from the premises of the customer.

LAW AND JURISDICTION

55. This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and the parties hereby submit to the nonexclusive jurisdiction of the South African Courts.

GENERAL:

56. Any complaints by or from the client should immediately and in writing be brought to the attention of the management at Supplier to facilitate prompt action.

57. SENSOR is a company that specialises in the marketing and distribution of security goods. We are a marketing company functioning autonomously from any of our suppliers.

58. CREDIT VETTING: Supplier may either accept or reject your application to apply for Credit Terms depending on its normal credit vetting policies.

IMPORTANT
Please ensure that all signatories and witnesses initial each page including
(Only use black pen)

Customer / Business name:.....

1. Signed for and on behalf of the Customer being duly authorised thereto:.....

1. Please PRINT name:.....

1. Witness:.....

2. Signed for and on behalf of the Customer being duly authorised thereto:.....

2. Please PRINT name:.....

2. Witness:.....