

STANDARD TERMS AND CONDITIONS OF SALE, HIRE AND REPAIRS

(“the Terms and Conditions”)

1. DEFINITIONS

- 1.1. “Supplier” shall mean HALO TECHNOLOGY (Pty) Ltd, Registration number 2010/020606/07;
- 1.2. “Applicant” shall mean the party specified and defined as such on the credit application alternatively the rental or purchase customer detail sheet;
- 1.3. “goods” shall mean construction and industrial equipment, tools and accessories to be supplied by the Supplier to the Applicant in terms of an order;
- 1.4. “order” shall mean the placing of an order, either in writing by the Applicant with the Supplier (by the Applicant delivering same to the physical address of the Supplier or by transmitting same via telefacsimile to the telefacsimile number of the Supplier), or orally by the Applicant with the Supplier in terms of which the Applicant orders from the Supplier any of the goods;
- 1.5. “Parties” shall mean the Applicant and the Supplier or either of them as the context may require.

2. AGREEMENT

- 2.1. The Applicant agrees that:-
 - 2.1.1. the Terms and Conditions will govern all future contractual relationships between the parties in respect of the goods, whether by sale, hire or otherwise;
 - 2.1.2. any conflicting conditions stipulated by the Applicant are expressly excluded, and
 - 2.1.3. the Terms and Conditions contained herein supersede all previous terms, conditions or agreements relating to tender, sale and supply of goods by the Supplier to the Applicant, without prejudice to any securities or guarantees held by the Supplier, in respect of the indebtedness of the Applicant to the Supplier.

3. OWNERSHIP

Ownership of all goods let and/or sold by the Supplier to the Applicant will remain vested in the Supplier until the full purchase price owed by the Applicant to the Supplier has been paid in full, if applicable.

4. QUOTES

- 4.1. All quotations will remain valid for a period of 30 (thirty) days from the date of the quotation or until the date of issue of a new Price List, whichever occurs first, with the exception where the quote makes provision for a period not being 30 (thirty) days.

- 4.2. All quotations are subject to the availability of the goods and subject to correction of good faith errors by the Supplier and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of the Supplier before acceptance of the order.
- 4.3. If the Applicant disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Applicant.
- 4.4. The Applicant hereby confirms that the goods on any Tax Invoice issued duly represent the goods ordered by the Applicant at the prices agreed to by the Applicant and, where delivery / performance has already taken place, that the goods were inspected and that the Applicant is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 4.5. Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these standard conditions of Agreement and may not be revoked by the Applicant.
- 4.6. The Supplier shall be entitled in its sole discretion to split the delivery / performance of the goods ordered in the quantities and on the dates it decides.
- 4.7. The Supplier shall be entitled to invoice each delivery / performance actually made separately.

5. **ORDERS**

- 5.1. Orders shall constitute irrevocable offers to purchase/hire the goods in question at the prevailing prices quoted by the Supplier as the date when the Applicant places the order for goods, provided that any orders shall only be binding on the Supplier insofar as they are accepted by the Supplier in writing or by delivery of any goods so ordered, or by submission of the Supplier of invoice.
- 5.2. In the event of any order being given to the Supplier 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 a valid order.

6. **WARRANTIES**

- 6.1. All goods sold by the Supplier are sold only in accordance with the standard specifications applicable to such goods and subject to these Terms and Conditions.
- 6.2. Save for the provisions of clause 6.1, the Supplier provides no warranty/ies whatsoever, whether express or implied that the goods supplied are suitable for the purpose for which they are bought/hired nor does the supplier warrant network coverage at the supplier remains dependant on GSM

network .Any other condition or warranty as to the suitability of the product supplied by the Supplier to the Applicant or fitness for any particular purpose whether arising under statute or otherwise, is excluded.

- 6.3. In the event that a Halo product is used on another platform, not prescribed and underwritten by the Supplier, the guarantee and warrantee will automatically default and be null and void.
- 6.4. Any advice or assistance, whether concerning processing or application possibilities relating to such goods, technical recommendations or similar indications is given in good faith but without obligation on the part of the Supplier and subject specifically to the exclusion of any liability whatsoever on the Supplier's part or on the part of the Supplier's employees for damages, whether direct or consequential or otherwise.

6.5. What is covered and what is excluded under the warrantee

6.5.1. Except as specified below, products will be free from defects in material and workmanship under normal use and service for the time specified below. The following are not covered by this Warranty:

Damage, defects, deterioration or failure resulting from:

- accident, misuse, negligence, abuse, neglect, improper handling, product modification or failure to follow instructions contained in your Owner's Manual;
- improper or unauthorised testing, operation, alteration, disassembly, modification, adjustment or repairs;
- exposure to fire, water, excessive moisture, dampness, extreme changes in climate or temperature or other acts which are not the fault of Halo Technology and which the product is not specified to tolerate;
- repair or attempted repair by anyone not authorised by Halo Technology;
- installation of parts or accessories that do not conform to the quality or specifications of the original parts or accessories;
- installation of the product in, or removal of the product from, the vehicle or other site of its use;
- use of a production conjunction with hardware or software electrically or mechanically incompatible with such product;
- use of a product in conjunction with accessories or ancillary equipment not supplied by Halo Technology;
- normal or customary wear and tear.

6.5.2. damage, defects, deterioration, failure or loss occurring during shipment (claims must be presented to the carrier);

6.5.3. any unit which is not new when sold to the first end user or upon which the serial number has been defaced modified or removed;

6.5.4. damage, defects, deterioration or failure of antennas unless caused directly by defects in material and workmanship;

- 6.5.5. damage, defects, deterioration or failure to rechargeable batteries if any of the seals on the battery enclosure of cells are broken or show evidence of tampering or if caused by use of the batteries in equipment or service other than in conjunction with the product for which it is specified;
- 6.5.6. use of the product with accessories or other equipment not supplied by Halo Technology or otherwise not expressly authorised by Halo Technology may be dangerous and will void the product warranty. All such accessories and ancillary equipment are expressly excluded from this warranty. Because each system that may incorporate a product is unique, Halo Technology disclaims any liability or warranty coverage for or with respect to range, coverage or operation of the system as a whole.
- 6.6. How long is the warranty
This warranty will remain in effect for:
- 1 (one) year for portables and mobiles;
 - 3 (three) months for accessories, including rechargeable batteries.
- 6.7. Who is protected
This warranty is enforceable only by the first end user. Transfer or resale of a product will automatically terminate warranty coverage with respect to that product. This warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the product.
- 6.8. What we will do and how to obtain warranty service
Halo Technology will, at its sole absolute discretion, either repair or replace a product with a new or a rebuilt unit (which unit may include new and/or reconditioned parts) if found by Halo Technology to be defective in material and workmanship. The foregoing is subject to your returning the defective product to an authorised Halo Technology dealer or authorised service centre within the warranty period, accompanied by a sales receipt or other evidence of the date of purchase. If it is necessary to ship the product for warranty service, you are responsible for the initial shipping charges, but Halo Technology will pay the return shipping charges if the product is repaired or replaced under warranty. You are responsible for any charges incurred in removing the product from the vehicle or other site of use and for reinstallation of the repaired or replaced product.
- 6.9. Labour costs for repairs out of warranty
Technician labour costs at R320.00 per hour. All repair quotes not accepted carry a minimum charge of R120.00.
- 6.10. exclusion of other warranties and damages
Unless considered unlawful or unenforceable under applicable law:
- This is the complete warranty given by Halo Technology and it is given in lieu of all other express warranties. Halo Technology assumes no obligations or liability for additions or modifications to this warranty. All implied warranties with respect to products, including without limitation

implied warranties of merchantability and fitness for a particular purpose, are excluded.

- Halo Technology's liability under this warranty is limited to the repair or replacement, at Halo Technology's option, of any defective product, and shall not include damages of any kind, whether direct, indirect, special, general, incidental, consequential or otherwise, including but not limited to loss of use, loss of time, inconvenience, commercial loss or loss of profits or savings or anticipated profits or savings.

6.11. If a problem develops during or after the warranty period, or if you have any questions regarding the operation of the product, you should contact your Halo Technology authorised dealer or authorised service centre.

7. DELIVERY

- 7.1. Any delivery date stated on the order or confirmation thereof shall not be binding on the Supplier, however the Supplier will make all reasonable efforts to deliver by such date.
- 7.2. Whilst the Supplier 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.
- 7.3. The Supplier shall in any event not be liable to the Applicant or to any third party for any loss or damage of whatsoever nature suffered by the Applicant or any third party, as a result of goods not being delivered timeously, for whatsoever reason, including, but not limited to, any negligent act or omission on the part of the Supplier.
- 7.4. Routes and modes of transportation shall be chosen by the Supplier, though the Applicant's wishes will be taken into account as far as possible. Any additional costs caused thereby shall be for the account of the Applicant.
- 7.5. A signed delivery note shall constitute prima facie proof that the goods were delivered to and received by the Applicant in good condition, whether signed for by the Applicant, its employee or its agent.

8. PAYMENT

- 8.1. The Applicant agrees that the amount contained in a Tax invoice issued by the Supplier:-
- 8.1.1. shall be due and payable unconditionally cash on order; or
 - 8.1.2. shall, if the Applicant is a Credit Approved Customer, become due and payable net and without deduction 30 (thirty) days from the date of statement on which the purchase first appeared.
- 8.2. Unless otherwise agreed by the Supplier beforehand in writing:-
- 8.2.1. where orders are executed in parts, payment for each part executed shall be due and payable 30 (thirty) days date of statement referring to said part order;
 - 8.2.2. if the Supplier has not expressly confirmed a definite price in writing for the execution of any order its price list ruling at the date

of delivery shall apply. Where delivery of an order is made in parts the list price ruling at the date of each part delivery shall apply to each such part delivery;

- 8.2.3. where a definite price has been expressly confirmed by the Supplier for the execution of an order or the contract price shall nevertheless at all times be subject to increase, in the event of any increase in the Supplier's cost price ruling at the immediate time of delivery or part delivery of the order or during the contract;
- 8.2.4. incidental expenses, including where applicable but not limited to bank charges, expenses incurred in releasing shipping documents and insurance shall be for the Applicant's account;
- 8.2.5. the Applicant has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Applicant and any such extension will not be applicable or enforceable unless agreed to by the Supplier, reduced to writing and signed by the Applicant and a duly authorised representative of the Supplier;
- 8.2.6. the Applicant is not entitled to set off any amount due to the Applicant by the Supplier against this debt;
- 8.2.7. the Applicant agrees that the amount due and payable to the Supplier may be determined and proven by a certificate issued and signed by any member or manager of the Supplier, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Applicant.

9. HIRE PERIOD

- 9.1. The hire period shall commence on the date upon which the Applicant takes delivery of the goods, subject to agreed rental period which will supersede the aforesaid and shall end when the Supplier accepts return of the goods during its office hours, provided that in the case of goods delivered and to be collected by the Supplier, the lease will be regarded as having endured until the Applicant has notified the Supplier per telephone, or by fax, or in person of the termination of the lease period. In the event that notification of termination of the lease period is affected by means of fax, the Applicant shall also notify the Supplier telephonically.
- 9.2. The Applicant shall immediately on receipt of notice by the Supplier be allocated with a lease termination confirmation and the onus will be on the Applicant to obtain a termination confirmation. The Supplier's recordal of the date and time of issue of the termination confirmation shall be conclusive proof of the Applicant having given notice of termination of the lease period.
- 9.3. In the event of that the Applicant fails to return the goods on the date of termination, the Supplier shall be entitled to agreed pre-estimated damages from the Applicant in the amount equal to the hire charges for the goods, as

at the date of termination of the lease period, until such time as the goods are returned, replaced or paid for in full by the Applicant.

- 9.4. It is recorded that Saturdays will be deemed to be a working day in the absence of the Applicant notifying the Supplier in writing to the contrary. In the event of it coming to the Supplier's attention that the Applicant is using or operating the goods on a Saturday, in instances where the Applicant had notified that Supplier that Saturdays would not be working days, then in that event the Applicant shall incur penalties equal to 3 times the agreed daily hire rate for the duration of the use of the goods for the said Saturday/s during the hire period.

10. EARLY TERMINATION

- 10.1. In the event that the Applicant gives notice of termination prior to the termination date, constituting an early termination, the Applicant will be liable for 60% of the remainder of the contract value.
- 10.2. Should the Applicant give notice of termination prior to the date of termination, constituting an early termination, which is less than 2 (two) months of the actual termination date, the Applicant will be liable for a 1 (one) month cancellation fee.

11. MISCELLANEOUS

- 11.1. The Supplier shall have no obligation to supply goods to the Applicant for as long as the Applicant is in arrears with any payments owing from whatever cause. Any credit facilities granted by the Supplier as a result of this application may be withdrawn or the terms altered by the Supplier at the Supplier's sole discretion, without notice to the Applicant.
- 11.2. These Terms and Conditions and any transaction in terms hereof is neither transferable nor assignable by the Applicant without the Supplier's prior written consent.
- 11.3. In the event of any amount owing by the Applicant falling into arrears, the Supplier shall have the right to appropriate any payment received firstly towards costs, then interest and thereafter in reduction of the capital amount owing.
- 11.4. Should the Applicant default in paying any amount in terms hereof or otherwise, or should any negotiable instrument furnished by the Applicant be dishonoured, or should the Applicant breach any terms hereof, all amounts owing by the Applicant to the Supplier, in terms hereof or otherwise, shall immediately become due and payable notwithstanding the fact that a portion of the amount would not be due in accordance with the agreed terms of payment.
- 11.5. Any promissory note, bill of exchange or any other negotiable instrument received by the Supplier from the Applicant shall not constitute a novation of the debt for which it is given. The Applicant agrees that in the event of any portion of the invoiced indebtedness being disputed, the Applicant will forthwith pay the undisputed portion of such indebtedness according to the

agreed credit terms allowed by the Supplier, failing which any discount permitted in respect of the invoiced indebtedness will be forfeited.

12. RISK AND BENEFIT

- 12.1. The risk in the goods shall pass to the Applicant immediately upon the goods leaving the premises of the Supplier and the Applicant undertakes to insure the goods for the replacement value, until returned to the Supplier. Notwithstanding this, ownership in all goods sold and delivered to the Applicant shall remain vested in the Supplier until the full purchase consideration in respect thereof has been paid in full.
- 12.2. Should the Applicant cease to carry on business, be in financial difficulty, or if the Applicant is placed in Liquidation (whether provisionally or finally), the Supplier shall be entitled forthwith to take possession to the goods without prejudice to the Supplier's rights.
- 12.3. Should any third parties try to assert or substantiate rights in respect of the goods, the Applicant shall be obliged to inform the Supplier of any such action immediately and the Supplier shall be entitled to take whatever action the Supplier deems fit to protect the Supplier's rights, including cancellation of any sale and repossession of the goods. Any costs arising from the Supplier being obliged to take such action shall be for the Applicant's account.
- 12.4. The Applicant shall at all times be fully responsible for the goods prior to the return thereof to the Supplier, at the expiry of the hire period or on cancellation of the agreement provided that, in the case where the Supplier has agreed to collect the goods the Supplier shall carry the risk on collection of the goods.

13. RETURN OF GOODS

- 13.1. The Applicant is expected to inspect and check goods on delivery to verify specification and quantity. Goods may not be returned, and deliveries may not be refused, except by agreement in writing with the Supplier.
- 13.2. Should any goods sold not accord with specification in the Supplier's invoice, the Applicant shall notify the Supplier in writing immediately when the defect comes to its notice and provided the Applicant does so within 1 (one) day from the date of delivery of the defective goods to the Applicant, the Supplier shall accept liability to replace any goods which were sold by the Supplier to the Applicant and which goods are not in accordance with the Supplier's specification or alternatively (provided that the goods have not been damaged in any way whatsoever) at the Supplier's discretion the Supplier shall be entitled to take the goods back, refunding the Applicant with the purchase price paid.
- 13.3. Should any goods sold not accord to the quantity ordered the Applicant shall notify the Supplier immediately (and in any event within 1 (one) day of delivery) and provided the Applicant is able to demonstrate to the Supplier's satisfaction that the Supplier failed to deliver the quantity ordered the Supplier shall make good any shortfall in delivery.

13.4. The Supplier accepts no responsibility for damages, or any other loss, whether direct or consequential that may be suffered by the Applicant or any other person claiming through the Applicant in connection with the goods, or whether arising from the Applicant's order or the Supplier's fulfilment thereof, or otherwise howsoever, save in terms of clause 12.2 hereof.

14. UTILIZATION OF GOODS

The Applicant acknowledges that it is aware of the purpose for which the goods were designed as well and all safety and maintenance procedures which are required in respect of the goods by any lawful authority. The Applicant acknowledges that it has the necessary knowledge and know-how to safely and correctly operate the goods.

15. BREAKDOWN AND REPAIR (to be read with clause 6)

15.1. The Applicant shall, until the goods are returned to the Supplier, at its own cost service and maintain the goods in good running order and repair to the standard required by the Supplier,

15.2. The Applicant shall notify the Supplier, in writing, immediately in the event of any breakdown of the goods. The Supplier, in its sole discretion, shall be entitled to repair or replace the goods at its own cost.

15.3. In the event that the breakdown was caused, in the Supplier's sole discretion, as a result of the improper use and/or failure to adequately service and maintain the goods, then in such event the Supplier shall be entitled to demand payment of all costs incurred by the Supplier in terms of clause 14.2 from the Applicant.

15.4. The Applicant shall return the goods to the Supplier in a clean state and in good working order, fair wear and tear excluded. In the event that the goods are lost, destroyed or damaged whilst in possession of the Applicant, the Applicant shall be liable to the Supplier for the replacement costs thereof and the hire charges shall continue until such time as the Applicant has made payment of the replacement costs in full to the Supplier.

15.5. In the event that it is agreed that the Supplier shall collect the goods at the expiry of the hire period, the Applicant shall ensure that the goods are readily accessible.

16. DISPUTE RESOLUTION

16.1. Save as provided for herein, should any dispute, disagreement or claim arise between the Parties ("the dispute") concerning this Agreement the Parties shall endeavour to resolve the dispute by mediation.

16.2. Mediation shall entail one of the parties inviting the other, in writing, to meet and attempt to resolve the dispute within 14 (fourteen) days from date of written invitation.

16.3. If the dispute has not been resolved by such mediation within 14 (fourteen) days of the commencement thereof by agreement between the parties, the dispute shall be referred to arbitration for resolution in accordance with the rules of AFSA (Arbitration Foundation of Southern Africa).

- 16.4. The arbitrator shall be appointed arbitrator by AFSA.
- 16.5. The arbitration proceedings shall be held in Pretoria.
- 16.6. The parties agree that the decision of the arbitrator is final and binding on each of them and may be made an order of any court to whose jurisdiction the parties are subject.

17. BREACH

- 17.1. The Applicant agrees that if any amount owing by it to the Supplier is not paid in full or at all by it to the Supplier on or before the date of payment thereof in terms of these Standard Terms and Conditions, or if the Applicant commits a breach of any of the provisions contained in the Terms and Conditions or being an individual is provisionally or finally sequestrated or surrenders his estate, or being a partnership, is dissolved, or being a Company or Close Corporation is placed under a provisional or final order of judicial management or liquidation or compromises or attempts to compromise generally with its creditors or if the Applicant commits or permits any act or omission which prejudices the rights of the Supplier; then, in any of the aforesaid events all amounts owing by the Applicant to the Supplier shall immediately become due, owing and payable, and the Supplier may either:
 - 17.1.1. institute action against the Applicant for specific performance in terms hereof; or
 - 17.1.2. cancel this Agreement and take possession of any goods delivered to the Applicant;in both instances without prejudice to the Supplier's rights to claim all damages suffered by it as a result of such breach. Furthermore, and in such event, the Supplier shall be entitled immediately to suspend any delivery of goods to the Applicant.

18. NON-CIRCUMVENTION

- 18.1. The parties agree that they shall not be entitled to use any proprietary confidential information disclosed by one party to the other in terms of this agreement, which proprietary confidential information is exclusive to the party so disclosing same and therefore falls outside the knowledge of the party to whom it disclosed and/or public domain for the purposes of the transacting of any form of business outside that of which is envisaged on terms of this agreement and thereby circumventing the proposed envisaged transaction(s).
- 18.2. Platform: - read together with clause 17.1, no Halo product may be used on any other platform, other than that platform prescribed, underwritten supported by the Halo-owned South African based server (Halo being the sole server owner within South Africa) and, by utilising another platform for a Halo product will be in breach of the non-circumvention as set out in clause 17.1, as you will be thereby circumventing the proposed envisaged transaction.

19. GENERAL

- 19.1. No variation or addition to these Terms and Conditions shall be binding on the Supplier unless in writing and signed by the directors of the Supplier.
- 19.2. The Supplier shall at all reasonable times be entitled to access to any premises at which the goods are being kept for purposes of inspecting and/or repairing.
- 19.3. The Supplier shall not be liable for any damages caused as a result of the misuse or abuse of the goods.
- 19.4. The Terms and Conditions shall in all respects be governed and construed in accordance with the laws of the Republic of South Africa;
- 19.5. Notwithstanding any waiver, indulgence or relaxation, express or implied, granted by the Supplier to the Applicant, the Terms and Conditions contained herein shall remain in force unless and until cancelled by the Supplier in writing, and any obligation of the Applicant thereunder shall in any case remain in full force and effect.
- 19.6. Failure by the Supplier to exercise any rights herein upon any occasion shall not waive the Supplier's right to exercise the same in the future.
- 19.7. Each clause of these terms and conditions of sale is severable, the one from the other and if any one or more clauses found to be invalid or unenforceable, such clauses shall not affect the balance of these terms and conditions of sale, which shall remain of full force and effect.
- 19.8. The Supplier, its employees or its authorized agents do not accept, nor take any responsibility, nor can they be held liable for any damage, injuries or loss to any persons or their property, arising from the supply, hire or sale of the goods to the Applicant, whether as a result of the negligence or gross negligence of the Applicant or its employees and/or agents and/or servants or for that matter from any cause of whatsoever nature. All goods supplied to the Applicant are done so at the Applicant's own risk. The Applicant hereby indemnifies the Supplier, its agents, employees and servants against any claim of whatsoever nature, which may be brought against any of them arising out of the supply of the goods.
- 19.9. The Applicant shall have no claim against the Supplier for any damages, consequential or otherwise, suffered by the Applicant arising from the downtime or loss of profit caused by any breakdown of the goods from whatsoever cause.

20. FORCE MAJEURE

The Supplier will not be in any way responsible for losses, damages or delays caused by or arising from vis major (a natural disaster) casus fortuitus (an unavoidable accident) or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or

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contingency whatsoever beyond the control of the Supplier, whether eiusdem generic (of what was clearly the real intention between the parties) with the causes aforementioned or not.