

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

In this document:

Amount Payable means, at any time, all amounts payable by the Customer to the Company at that time (whether or not those amounts have become due for payment under clause 6 or any other provision of the Terms and Conditions) in connection with the Products and Services (including, without limitation, any invoiced amount, interest, fees, costs or expenses);

Company means OVS Solutions (Pty) Ltd, registration number 2014/254664/07;

Customer means the customer specified in the Company's invoice or quotation or the person or entity that acquires Products or Services from the Company;

End User Agreement means the End User Licence Agreement available at www.rapidglobal.co.za;

Products means any Software or other products and materials supplied or to be supplied by the Company to the Customer at any time and from time to time;

Intellectual Property Rights includes any right associated with inventions, copyright, designs, trademarks, trade names, service marks, indicia of origin, business names, patents, petty patents, innovation patents and including any right to apply for any of same;

Order means an order or offer to purchase Products or Services made by the Customer to the Company;

Order Acknowledgment means a written acknowledgement of an Order provided in writing by the Company to the Customer;

Services means any software service provided by the Company to the Customer at any time and from time to time;

Software means all computer software supplied by the Company to the Customer, which includes computer programs including firmware and any upgrades, updates, bug fixes or modified versions and any backup copies;

Terms and Conditions means the terms and conditions set out in this document;

specifying anything in these Terms and Conditions after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary; and words indicating the singular include the plural and vice versa.

2. ORDERS AND TERMS AND CONDITIONS

- a. An Order or an offer to purchase can be made by the Customer in writing, verbally or on-line. An Order is accepted when the Company receives from the Company an Order Acknowledgement or delivery of the relevant Products or provision of the relevant Services, whichever first occurs.
- b. These Terms and Conditions apply to every Order, unless otherwise agreed in writing by the Company. Acceptance of Products or Services by the Customer is conclusive evidence that the Terms and Conditions apply and are binding on the Customer.
- c. These Terms and Conditions shall prevail over all inconsistencies in an Order, unless the Company agrees otherwise in writing. Subject to the below subclause, these Terms and Conditions are the only conditions to which the Company will be bound and the Customer agrees that these Terms and Conditions will prevail over the Customer's terms and conditions of purchase (if any).

- d. These Terms and Conditions are subject to any further written, executed agreement entered into between the Company and the Customer (**Further Agreement**). In the event of any inconsistency between these Terms and Conditions and a Further Agreement, the provisions of the Further Agreement will prevail to the extent of the inconsistency.

3. PRICES

- a. Unless otherwise stated, all prices quoted by the Company are exclusive of Value Added Tax (**VAT**). The amount payable by the Customer will be increased by a percentage equal to the prevailing VAT rate at the time of delivery or downloading of the Products (whichever is applicable) or provision of the Services.
- b. The Company reserves the right to charge the Customer for any costs incurred as a result of the Company varying its Order, or requiring Products or Services urgently. Unless otherwise agreed, prices do not include the cost of delivery of the Products or Services.
- c. Unless otherwise agreed, Orders are accepted by the Company on the condition that the Customer agrees to pay the Company the price for the Products as set out in the Company's published price list applicable at the time of delivery of the Products or as set out in an Order Acknowledgment. In the event of a price increase prior to delivery the Company will notify the Customer at least 30 days prior to the implementation of the increase, and the increase will apply from the date notified in that notice. Any dispute raised by the Customer in relation to a price increase must be in writing and be received by the Company within 3 working days of receipt (by the Customer) of notification of the price increase. Failure to provide such written notification by the Customer will be accepted by the Company as the Customer's acceptance of the amended pricing.

4. DELIVERY, CANCELLATION, REFUND AND RETURNS

- a. Once an Order Acknowledgment has been sent, an Order cannot be cancelled by the Customer. The supply of Products and Services is subject to availability and the Company reserves the right to suspend or discontinue the supply of Products and Services to the Customer.
- b. Where a time for delivery is agreed, the Company will take all reasonable action to deliver the Products or provide the Services on time, but time shall in no circumstances be deemed of the essence and the Company shall not be liable for any loss or damages suffered by the Customer arising out of, or in relation to, a delay in supply by the Company.
- c. The Customer must provide at least 30 days written notice prior to cancelling any Services. Services will be terminated on the date specified in the Customer's notice or the date that is 30 days after receipt (by the Company) of the Customer's notice, whichever is the later.
- d. Unless otherwise agreed in writing between the Company and the Customer, delivery of the Products will be deemed to have occurred when the Products are downloaded or where Products are to be physically delivered, either collected by the Customer or the Customer's agent or offloaded to the Customer's nominated point of delivery. Any costs incurred by the Company due to any failure by the Customer to accept the Products at time of delivery will be reimbursed by the Customer to the Company.

5. CHANGE OF SCOPE OF SERVICES

- a. The Services are provided by the Company to the Customer based on information known by the Company at the time of preparation of those Services, including information supplied by the Customer.
- b. Subsequent information may indicate that the scope or timing of the Services must be redefined or the Customer may request changes to the scope or timing of the Services.

- c. If there is a change in the scope, order or timing of the services, the Company will be entitled to amend the price quoted for the Services by an amount it considers (in its sole discretion) reasonable in the circumstances.
- d. The Company will provide the Customer with an amended scope of and schedule for the provision of the Services and an amended price each of which will be deemed to have been approved by the Customer if not objected to in writing within 10 business days after receipt by the Customer.

6. PAYMENT

- a. Unless credit terms have been expressly agreed by the Company, payment for the Products and Services must be made 50% prior to physical delivery of the Goods and Service and 50% 30 days from date of statement.
- b. Unless agreed otherwise by the Company, where Products are ordered on-line via the Company's website (www.rapidglobal.co.za), payment will be due at the time of ordering and can be made in any way provided on the website.
- c. Payment must be made in full and without set off or counterclaim. Payment is only received by the Company when it receives cash or when the proceeds of other methods of payment are credited and cleared to the Company's bank account. The Company may set off any amount due and payable by the Company to the Customer against any amount due and payable by the Customer to the Company.
- d. Payment may be made via Visa or MasterCard or by bank transfer to the Company bank account, details of which will be provided on request:
 - i) Credit card transactions will be acquired for ABC via PayGate (Pty) Ltd who are the approved payment gateway for First National Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.
 - ii) Customer details will be stored by the Company separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.
 - iii) The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).
 - iv) The Company takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.
 - v) This website is governed by the laws of South Africa Variation ABC may, in its sole discretion, change this agreement or any part thereof at any time without notice.

7. TITLE AND RISK

Title to and Risk in the Products passes to the Customer upon delivery (including all risks associated with unloading) or upon title in the Products passing to the Customer, whichever is the earlier. Title to those Products which are Software shall remain with the Company or the licensor of such Software at all times.

8. GRANT OF SOFTWARE LICENCE AND TERMS OF USE

All Software provided is subject to the terms and conditions of the End User Agreement relating to that Software. The Customer acknowledges its obligations to abide by such End User Agreement.

9. DEFAULT

- a. A party will be in Default if:
 - i) it breaches a material term of these Terms and Conditions and such breach is not remedied within 14 days of receiving notice from the other party requiring it to do so, unless such breach

arises out of the supply of defective Products or Services, in which case the Company shall remedy the breach within such time as is reasonable in the circumstances;

- ii) being a body corporate it becomes an externally-administered body corporate or has an application for winding up filed against it;
 - iii) in the case of the Customer being an individual, it commits an act of bankruptcy or becomes an insolvent under administration;
 - iv) in the case of the Customer, payment for the Products or Services has not been received by the Company by the due date for payment; or
 - v) in the case of the Customer, any representation or warranty made by it in or in connection with these Terms and Conditions, or any information provided by it to the Company in or in connection with the Application, is incorrect, misleading or deceptive (whether by omission or otherwise in any material respect); or
 - vi) in the case of the Customer, the Company forms the opinion in its absolute discretion that the Customer's creditworthiness or credit standing alters from that indicated in its Application.
- b. If a party Defaults, the other party may:
- i) treat an Order Acknowledgement or the whole of these Terms and Conditions as repudiated and sue for breach of contract; and/or
 - ii) being the Company, refuse to supply any Products or Services to the Customer on credit or at all; and/or
 - iii) being the Company, by notice to the Customer declare all monies owing by the Customer to the Company on any account immediately due and payable (including the Amount Payable).

10. COSTS & DEFAULT INTEREST

- a. The Customer must pay the Company all costs and expenses incurred by the Company in connection with these Terms and Conditions including legal expenses (on a full indemnity basis), stamp duty (including fines and penalties) and costs incurred or payable by the Company in connection with registering, maintaining or releasing any security interest in connection with these Terms and Conditions, or the recovery of the Amount Payable or in otherwise enforcing the Company's rights against the Customer under these Terms and Conditions.
- b. The Company may charge interest on any overdue amount at a rate equivalent to 2.5% p.a. above the business overdraft interest rate of its principal banker, as determined and calculated by the Company. Such interest will be payable on demand by the Company and for so long as it remains unpaid will compound on a monthly basis.

11. CREDIT

- a. Any agreement by the Company to grant the Customer credit has been or will be made on the basis of a credit application and such other documents and information as may be required by the Company.
- b. The granting of credit does not oblige the Company to extend any particular amount of credit to the Customer and the Company may withdraw, refuse, suspend or limit credit to the Customer at any time, in its absolute discretion, without notice or providing any reason.
- c. The Customer must notify the Company in writing if there is any change in the shareholding or ownership of the Customer or any material change in the Customer's financial position.

12. INTELLECTUAL PROPERTY AND LIMITATION OF USE

- a. All Intellectual Property Rights in the Software and all adaptations and improvements in the Software are owned by the Company and its third party suppliers (if applicable).
- b. The Customer acknowledges that the sale and purchase or licensing of the Products and Services does not confer on the Customer any Intellectual Property Rights in the Products and Services, which remain the property of the Company.
- c. The Customer is restricted to using the Products and Services for internal use only. The use of the Products or Services to assist or provide services to third parties is strictly prohibited without the express written permission of the Company.
- d. The Customer warrants to the Company that all documents provided by the Customer are accurate and that the Company is entitled to use all such documents for the purposes of these Terms and Conditions and that such use does not infringe any third party's intellectual property rights. The Customer indemnifies the Company against all claims and all losses and damages incurred by the Company as a result of documents provided by the Customer to the Company for the purposes of or in the course of the supply of the Products breaching a third party's intellectual property rights.
- e. If the Customer receives any confidential information from the Company the Customer may not use or disclose such information unless it receives the prior written consent of the Company, such information enters the public domain (other than as a result of a breach of this clause) or the use or disclosure is required by law.
- f. The Customer acknowledges and agrees that, to the fullest extent permitted by law, the Customer accepts that it, and not the Company, is solely responsible for:
 - i) any product or process which uses or incorporates the Products or Services;
 - ii) reviewing and testing the Products and Services and determining whether they are suitable for use in the Customer's business or operations;
 - iii) determining whether the Customer's use of the Products or Services infringes Intellectual Property Rights or other proprietary rights of third parties.

13. REPRESENTATIONS AND FITNESS FOR PURPOSE

- a. Except as expressly provided to the contrary in these Terms and Conditions, all representations, warranties, guarantees and implied terms or conditions in relation to the Products and Services (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
- b. The Customer agrees that if it is aware (or should be aware) that the Products and Services the subject of an Order are for a particular purpose (including, but not limited to, use as a component part of another product) or are required to possess special or uniform characteristics, the Customer will clearly specify that purpose or those characteristics in any such Order. The Customer agrees that, unless expressly agreed by the Company in writing, it has made its own enquiries in relation to the suitability of the Products and Services and does not rely on representations by the Company in relation to their suitability for a particular purpose or any steps which may need to be taken in relation to their use.

14. WARRANTY AND LIMITATION OF LIABILITY

- a. To the extent permitted by law:
 - i) Without limiting any other provision of these Terms and Conditions, the Company does not warrant or make any representations:
 - ii) that the Products are of merchantable quality, are suitable for the Customer's use, or are fit for any other purpose;

- iii) that the operation of the Products and the Services will be uninterrupted or that the Software is error free;
 - iv) regarding the results of any use of the whole or any part of the Software;
 - v) that the use of the Software will not infringe the Intellectual Property Rights of a third party.
- b. Any warranties (express or implied) provided by the Company in relation to the Products and Services under these Terms and Conditions and the Agreement do not apply to defects resulting from:
- i) improper or inadequate maintenance or calibration;
 - ii) software, interfacing, parts or supplies not supplied by the Company;
 - iii) unauthorised specifications for the Products or Services;
 - iv) improper site preparation or maintenance.
- c. The Company's liability to the Customer (and any party claiming through the Customer against the Company) for any claim for loss or damages (including legal expenses) made in connection with these Terms and Conditions whether in contract, tort (including negligence), under statute, in equity or otherwise shall be strictly limited as follows:
- i) for any liability arising from Products not meeting the specification or which are said to be otherwise defective or deficient, the Company's liability is limited to the cost of replacement of those Products as soon as reasonably practicable, or the repair of those Products, or the repayment (or allowance) of the invoice price of those Products;
 - ii) for any liability arising from the Services not meeting the scope or which are said to be otherwise defective or deficient, the Company's liability is limited to the provision of the Services again or payment of the cost of having the relevant Services provided (at the option of the Company);
and
 - iii) for any liability that does not fall within the scope of the 14.c.i) and 14.c.ii) above, the Company's liability for any loss or damage arising from or caused in any way by the Company, the Products it supplies or these Terms and Conditions is excluded.
- d. The Company shall not be liable for any indirect, special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by the Products or Services it supplies, where "indirect, special or consequential loss or damage" includes: (A) any loss of income, profit, production, contract, customers, business opportunity or business; (B) any loss of goodwill or reputation; (C) any loss of value of intellectual property; (D) any loss or damage resulting from the loss or damage to goods other than the Products.
- e. Any claim by the Customer in respect of defective, non-conforming or damaged Products or Services must be made in writing within 14 days of the delivery of the Products or the provision of the Services, unless a longer period is expressly agreed to by the Company in writing.

15. INDEMNITY

- a. The Customer expressly acknowledges that the Company does not exert control over the Customer's use of the Products and Services and the Customer will at all times indemnify and keep indemnified the Company from and against all loss, damage, cost, charge, expense (whether in contract or in tort including negligence) suffered by the Company or any third party either directly or indirectly as a result of:
- i) the Customer's use of the Products and/or Services;
 - ii) the Customer's infringement of any third party Intellectual Property Rights in using the Products and/or Services;
 - iii) any breach of the Customer's obligations under these Terms and Conditions or the Agreement;
and
 - iv) any claims arising from any information, data, text or messages transmitted using the Software including claims for defamation, invasion of privacy, infringement of Intellectual Property Rights or breach of any other applicable law, regulations or codes.

- v) The Customer releases the Company from any action, proceeding, claim or demand which is or may be brought, made or prosecuted or threatened against the Company in respect of any loss of or damage that may arise either directly or indirectly in any way connected to the Customer's use of the Products and Services.

16. MISCELLANEOUS

- a. The Company is not liable for failure to perform its obligations under these Terms and Conditions to the extent and for so long as its performance is prevented or delayed without substantial fault or negligence by the Company because of circumstances outside the Company's control, failure of the Company's machinery, or failure of a supplier to the Company, provided that the Company gives notice to the Customer of the delay and uses reasonable efforts to remedy the cause of the delay quickly.
- b. Except as expressly set out in the Terms and Conditions, a party waives a right under these Terms and Conditions only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.
- c. If a provision of these Terms and Conditions would, but for this clause, be unenforceable:
 - i. the provision must be read down to the extent necessary to avoid that result;
 - ii. if the provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of these Terms and Conditions.

This Agreement shall be subject to and shall be governed by the laws of the Republic of South Africa.

The Company may assign its rights or novate its rights and obligations under these Terms and Conditions (in whole or in part) to any person without the consent of the Customer. The Customer may not assign or otherwise transfer its rights under these Terms and Conditions without prior notice to and consent from the Company. The Customer must promptly notify the Company in writing of any change to its registered address or other contact details provided to the Company.

The Products and Services may include information on legal topics (**Information**). The Information is current at the time of first publication, but is not and is not intended to be, legal advice. The Customer should not act or refrain from acting on the basis of any of the Information without first obtaining advice specific to its own situation

EXECUTED BY THE PARTIES AS AN AGREEMENT

SIGNED BY)
 OVS Solutions (Pty) Ltd in the presence of:)
)
 _____)

Signature of Witness

_____)
 Director

_____)
 Print Name

_____)
 Print Name

_____)
 Date

_____)
 Date

SIGNED BY _____)
_____ in the presence of:)
_____)

Signature of Witness

Print Name

Date

Signature

Print Name

Date