



Terms and Conditions of Sevensys Investments CC

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1. INTRODUCTION

- 1.1. These Terms and Conditions of Service (“Terms”) outline the working relationship between the Company and its Customer. The Terms cover any transactions where the Company provides to the Customers any Goods and Services.
- 1.2. The general project description is contained in the Proposal.
- 1.3. The specific work to be performed is specified in the Scope of Works.
- 1.4. **No work will be scheduled without a deposit plus a signed copy of this agreement.**
- 1.5. **A payment in full or part thereof will serve as acceptance of quote, terms and conditions as well, even without a signed copy.**
- 1.6. The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1. **“Business Day”** means any day other than a Sunday or a holiday (including a public or bank holiday) in the jurisdiction where the Company is organized;
- 2.2. **“Business Hours”** means the Company’ normal business hours: Mondays to Fridays 7:30-16:30 and Saturdays 8:00-13:00;
- 2.3. **“Consumables”** means any consumable items the Company uses to fulfill its obligations under the Agreement, but not limited to, such as trunking, cable ties, multi plugs, cage nuts and bolts, plug tops, strip connectors, etc;
- 2.4. **“Customer”** means the customer or any of his/her agents or service providers that enters a work relationship on the Customer’s behalf.
- 2.5. **“Customer Data”** means Customers data (including information about a identifiable person) that:
 - 2.5.1. the Customer (or any third party on Customer’s behalf) provides to the Company; or



- 2.5.2. the Company generates, processes, or supplies to Customer in providing the Goods and Services, but excludes any derived data the the Company creates for its own internal purposes or which is proprietary or confidential to the Company or the Company' Third Party Contractors;
- 2.6. **“Design Fee”** means the fee charged to cover design & engineering time as well as use of engineering software.
- 2.7. **“Delivery Note” or “Packing Slip”** certifies the delivery of Goods to the Customer, who must sign it to confirm that the Goods have been delivered in accordance with the conditions established.
- 2.8. **“Fees”** means the fees, charges, or purchase consideration that the Customer will pay to the Company in respect of Goods and Services
- 2.9. **“Goods”** means any goods, equipment and materials the Company provides to the Customer;
- 2.10. **“Order”** means a request for Goods and Services as stipulated in the Estimate/ Quotation/Proposal accepted by the Customer;
- 2.11. **“Personnel”** means any director, employee, agent, consultant, contractor or other representative;
- 2.12. **“Quotation”**, Pro-Forma Invoice, Proposal, and Estimate shall be used as synonyms and refer to any formal statement setting out the estimated cost for a particular job or service.
- 2.13. **“Scoping”** means assessing the conditions onsite for the purpose of proposing a solution
- 2.14. **“Site”** means the physical site referred to in an Order, to which the Company will deliver Goods or provide Services under the Order;
- 2.15. **“The Company”** means the Company Sevensys Investments CC, registration number cc/2009/3587, the legal entity that enters into an Order and, if specified in the Order, those related to it;
- 2.16. **“Writing”** means hard copy printouts, handwritten documents, and email, but excludes information or data in electronic form such as WhatsApp messages and SMS;
- 2.17. **Interpretation** of a word defined or assigned a meaning in the Agreement will start with a capital letter. All headings are inserted for reference purposes only and must not affect the interpretation of the Agreement. Whenever “including” or “include”, or “excluding” or “exclude”, together with specific examples or items follow a term, they will not limit its ambit. Terms other than those defined within the Agreement will be given their plain English meaning. References to any enactment will be deemed to include references to



the enactment as re-enacted, amended, or extended from time to time. A reference to a person includes a natural and juristic person and a reference to a party includes the party's successors or permitted assignments. Unless otherwise stated in the Agreement, when any number of days is prescribed in the Agreement the first day will be excluded and the last day included. The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply.

3. NATURE OF THE RELATIONSHIP

- 3.1. The relationship between the Parties is governed exclusively by this Agreement, save and except where the contrary is expressly stated.
- 3.2. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties nor shall anything in this Agreement be deemed to authorize a Party to make any commitment on behalf of the other Party.

4. TERM

- 4.1. The Terms commence on acceptance and apply until amended or terminated.
- 4.2. The Terms in effect at the time the Customer
 - 4.2.1. requests a quotation, or
 - 4.2.2. places an Order, or
 - 4.2.3. or pays a deposit.
- 4.3. Each Order will create a separate agreement. Despite that, the Company may consider the breach of any one Order to constitute a breach of any Order.
- 4.4. If a third party supplies or delivers any Goods and Services directly to the Customer, third party terms or conditions may apply. Customers are solely responsible to ensure they understand and agree to those terms.
- 4.5. The parties will at all times owe each other a duty of good faith and will, in all dealings with each other and in respect of the Services act according to the standard.

5. QUOTATIONS/ESTIMATES

- 5.1. Unless otherwise specified, quotes and proposals are valid for thirty days (30) from issuance and are valid at the date of the estimate's currency exchange rates.
- 5.2. Although scoping is usually free of charge, the Customer accepts that the Company may charge for site visits and scoping meetings if the project requires extra efforts in terms of traveling to the site, time and/or number of staff required.
- 5.3. The Company reserves the right to charge a design fee.
- 5.4. If a second version of the proposal is required due to changes, additions, or modifications of project requirements or incomplete information given to the Company during the scoping phase, a Design Fee will be collected.



- 5.5. Due to the long lead time between issuing a Quotation and obtaining goods, prices can fluctuate. Unless Client has paid in full for the goods at time of quotation/invoicing, Client bears the risk of market price changes.
- 5.6. The Customer agrees to reimburse the Company for all travel expenses incurred for flight, personal vehicle distance costs or bus tickets or to pay the Company's km charge.
- 5.7. The Customer also agrees to pay a daily travel allowance to cover accommodation and intown transport costs for client account details. The travel allowance will also be charged for travel days, weekends as well as public holidays. This charge must be agreed on as part of the original quote. Unless specified as a line item, the quotations do not include freight charges or Custom duties due for Goods imported to Client's site. The Client agrees to settle the Custom duties and charges either directly, or to fully reimburse the Company for any such expenses incurred.
- 5.8. The Company reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. The Company will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.
- 5.9. Quotations are based on all components being installed once only. Requirements to reinstall, relocate, recommission will incur variation charges.
- 5.10. Installation times are based on unimpeded and uninterrupted access to the Client site.
- 5.11. If Company is delayed in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Company's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.
- 5.12. If the job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, the owner agrees that he/she will be back-charged per hour for all extra labor involved in completing the job.
- 5.13. **Variations:** Additional works requested by you or deemed necessary by the Company will be documented and issued as a variation Order. Work will only commence until works and costs were authorized by the Client in writing and the respective payment of the agreed upon deposit has been made.

6. GOODS

- 6.1. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
- 6.2. The Company retains ownership and title of all goods until all payments are made in full.
- 6.3. Good shall either be



- 6.3.1. delivered by the Company to the Customer directly, or
- 6.3.2. shipped from the supplier to the Customer directly,
- 6.3.3. collected at the Company's premises, or
- 6.4. Once the Company receives an Order, the Company will notify the Customer who must collect the goods within 72 hours unless the Company has agreed to deliver the Goods to site or an alternative delivery address. The Company will try to adhere to the estimated delivery dates but accepts no liability for failing to do so. The Customer may not withdraw any offer due to delay in delivery.
- 6.5. By signing the delivery note, Client verifies that he/she that type and quantity of goods received are correct.
- 6.6. **Once the Goods were received by the Customer or a representative, agent or sub-contractor of the Customer, all risk of loss or damage to the Goods will pass to the Customer.**
- 6.7. The Company may consolidate, test, and preconfigure Goods in line with the Proposal agreed upon.
- 6.8. **Collections:** If Goods were not collected within 72 hours, the Company sees the ownership of the Goods passed to the Customer whether signed for or not. If no other advice is received from the Customer, the Company reserves the right to place the Goods in an approved storage facility; the charges of which will be to the account of the Customer.
- 6.9. **Shipping and export:** The Customer shall be responsible for all kinds of Shipping costs, Custom duties and charges for Goods shipped cross-border.
- 6.10. **Returns:** Any returns made by the Customer to the Company shall be performed at the Customer's sole risk and expense. The Customer may only return Goods within 30 days of fault or manufacturing defect.
- 6.11. The Company reserves the right to remove Goods delivered, presented, installed or transferred to Customer at any time prior to receipt of the full purchase price of Goods.
- 6.12. Where the Company is required to remove any Goods from the Customer, the Customer will pay the Company a removal fee, which fee shall be equal to the initial delivery, installation or transfer fee charged to the Customer. For avoidance of doubt, where Goods have been delivered to the Customer or installed on the Customer's premises and the Customer has not paid the purchase price in full by due date, the Customer will be charged a delivery and installation fee AND an additional removal and de-installation fee.
- 6.13. Where goods have been unboxed by the Customer then the removal and de-installation fee shall include the cost of those unboxed Goods as Customer recognizes and hereby accepts that the unboxed Goods are significantly devalued by this process and therefore shall be charged to the Customer as part of the removal fee.
- 6.14. Where the Company charges the Customer for unboxed Goods as part of a removal or de-installation fee, then the Customer will retain possession of those goods until such



time as the invoice is paid in full. Ownership of those Goods and the sale will be perfected upon payment of the removal and de-installation fee by the Customer.

- 6.15. Should the Customer fail to pay the removal and de-installation fee, then the Company reserves the right to remove those unboxed Goods and offset the value of those Goods against the outstanding invoice owed to the Company.

7. CUSTOMER OBLIGATIONS AND WARRANTIES

- 7.1. To enable the Company to provide the Goods and Services, the Customer agrees to provide ongoing assistance, liaison, input, support and full co-operation and will, to the extent the Company requires.
- 7.2. The Client is responsible for the accuracy and completeness of all particulars of information provided by him/her or obtained on his/her behalf from others.
- 7.3. The Client shall also double-check invoices, proposals, plans, etc. received from the Company and notify the Company immediately of any errors.
- 7.4. If applicable, the Client shall appoint a competent representative who has the authority to act for the Client in a decision-making capacity. The Client shall notify the Company of any change of representative.
- 7.5. The Customer shall provide unobstructed access to the site, also after-hours, on weekends and public holidays if necessary to stay within schedule.
- 7.6. The Customer shall provide a clean and dust free premises before fitting any audio or video electronics.
- 7.7. If any third party work needs to be completed beforehand, the Client agrees to notify the Company once Company staff can start their work.
- 7.8. The Company recommends to arrange for insurance cover for all goods that have been delivered to the Client's site.
- 7.9. The Customer will be afforded an opportunity to test any Goods and Services for purposes of acceptance of the deliverable. Acceptance testing of any Goods and Services shall take place immediately following delivery by the Company. The acceptance tests will be completed within five calendar days of the delivery of Goods and Services.
- 7.10. The Customer will be deemed to have accepted the Deliverables if he/she fails to report any variance or fault to the Company in writing at the end of the five days calendar period;
- 7.11. The Client further agrees to pay all invoices on time.
- 7.12. The Customer warrants that
- 7.12.1. he/she has not been induced to enter into the Agreement by any prior representations, warranties or guarantees (whether oral or in writing), except as expressly contained in the Agreement
- 7.12.2. by entering into an Order, Customer is not acting in breach of any agreement to which the Customer is a party



- 7.12.3. the use of Customer Material by the Company does not and will not infringe on the rights of any other person;
- 7.13. And Customer agrees to indemnify, defend and hold harmless the Company (and those related to it and its Personnel, co-branders or other partners) from and against any claim for damages by any third party as a result of the breach of these warranties, including all legal costs. If permissible under applicable law, legal costs will be on an attorney and own client basis.
- 7.14. In the country of the Project the Customer shall do all in his power to assist in:
 - 7.14.1. the provision of documents necessary for entry, residence, work and exit;
 - 7.14.2. import, export and custom clearance of personal effects and of Goods required for the job;
 - 7.14.3. their repatriation in emergencies;
 - 7.14.4. providing for accommodation and subsistence of Company staff, consultants, and sub-contractors while conducting work on the project. This includes transport costs as may arise to and from the place of accommodation to the site of work and lateral transport costs from time to time.

8. THIRD PARTY CONTRACTORS

- 8.1. It shall remain the sole responsibility of the Customer or his/her representative to be responsible for coordinating all parties involved in the project.
- 8.2. If the Company gives advice or recommendations to the Customer in terms of any other work to be done onsite, this may not constitute the impression that the Company shall be responsible to coordinate, instruct or supervise any third parties such as electrical contractors.
- 8.3. All cabling, locations for outlets and equipment and equipment must be located and wired to Industry Standards.

9. FEES AND PAYMENT

- 9.1. The Customer will be liable for and pay the Fees promptly on the Due Date without any deduction, set off or demand and free of exchange in the currency specified in the Order.
- 9.2. If not otherwise agreed, the **standard payment schedule** applies:

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| Design and scoping fees (if applicable) | Upfront (if applicable) |
| Payment for Goods | 60% of the value before Goods are ordered 40% once Goods have arrived |



| | |
|--------------------------------|----------------------------|
| Shipment fees | Once occurred |
| Progress payments | Once a phase was completed |
| Custom duties, freight charges | Once occurred |
| Travel allowances | Upfront |
| Final payment | Upon completion of project |

- 9.3. The customer agrees to reimburse the Company for freight and custom duties, and to pay the daily travel allowance at the rate specified in the Quotation.
- 9.4. If not otherwise agreed, invoices are due on receipt.
- 9.5. Payments shall be done by means of EFT to the bank account of the Company.
- 9.6. The Company reserves the right to invoice any bank charges incurred if payments are made by direct bank deposit.
- 9.7. No payments shall be made to the Company's suppliers directly.
- 9.8. Change Orders shall not alter the payment schedule.
- 9.9. **Late Payments:** The Company retains the right to
 - 9.9.1. cease working for Client when invoices remain outstanding longer than thirty (30) days and/or
 - 9.9.2. withhold or remove any Goods or halt the provision of any Services until Customer has paid all amounts that are due.
 - 9.9.3. To - at the extent permitted by applicable law - charge interest on the outstanding amount at 2% above the published prime overdraft rate.
 - 9.9.4. Charge additional surcharges to cover administrative cost as well as the collection costs incurred (including redeployment, travel and associated expenses).
 - 9.9.5. The Company shall not be liable for any loss, harm or damage caused by suspension of services where such suspension was caused by late payment by Customer.
 - 9.9.6. The Customer and any signatory consent and agree that the Company may provide any registered credit bureau with information about the payment of amounts.
- 9.10. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project.



10. COMPANY AND MANUFACTURER WARRANTIES

- 10.1. The Company gives warranties for all parts and labor involved in an installation for one year.
- 10.2. The Company will be glad to help the Customer get their manufacturer-warrantied equipment serviced throughout the life of the said warranty. However, additional delivery and installation charges may apply regardless if they are covered under the Manufacturer's warranty.
- 10.3. Use of the Goods and Services is at the sole responsibility and risk of each Customer. The Company provides the Goods and Services on an "as is" and "as available" basis. Except for the warranties given in the Agreement, the Company expressly disclaims all representations, warranties, or conditions of any kind, whether express or implied, including:
 - 10.3.1. any implied warranties or conditions of satisfactory quality, no latent defects, merchantability, fitness for a particular purpose, accuracy, system integration, quiet enjoyment, title, and non-infringement; or
 - 10.3.2. that the Goods and Services will meet the requirements of Customer or be uninterrupted, legally effective or complete, timely, secure, error-free or free from infection by malicious software. Each Customer should keep up-to-date security software on any systems used to access the Goods and Services.
- 10.4. The Goods are subject to the warranty provided by the manufacturer, if any, as indicated in the description of the Goods appearing on the accompanying documentation, packaging, or terms and conditions. Please review those documents carefully, the Company will provide a copy of any warranty on request.
- 10.5. Where the Customer invokes a manufacturer warranty within twelve (12) months of transfer of ownership of those Goods to Customer, the Company will remove and uninstall; and re-install those Goods at no additional charge to Customer. Where the Customer invokes a manufacturer warranty in excess of twelve (12) months of transfer of ownership of those Goods to Customer, Customer will be charged for any removal and de-installation; and any re-install of those
- 10.6. **Exclusion of liability:** Despite any warranty given by the Company, the Company will not be liable regards any defect arising from:
 - 10.6.1. fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow its instructions (whether oral or in writing), misuse, or alteration or repair of the Goods without the Company' express prior approval
 - 10.6.2. power related problems, including electricity failures and spikes
 - 10.6.3. Internet or telephone lines and/or fiber optic cables
 - 10.6.4. attachments, features or devices used on the Goods that are not supplied or approved in writing by the Company.



11. LIMITATION OF LIABILITY

- 11.1. To the extent permitted by applicable law, regardless of the form (whether in contract, delict or any other legal theory) in which any legal action may be brought, each party's maximum liability for direct damages for anything giving rise to any legal action will be an amount equal to the total Fees already paid (or due and payable) by Customer to the Company in respect of the Order for the period 12 preceding the claim. The aggregate amounts for all claims will not be greater than the maximum amount.
- 11.2. To the extent permitted by applicable law, in no event will a party (or its Personnel) be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind.
- 11.3. the Company is not liable for any other Goods, or service provided by any third party.

12. BREACH AND TERMINATION

- 12.1. If a party:
 - 12.1.1. commits a material breach of an Order and fails to remedy the breach within 30 calendar days of having been called on in writing by the other party to do so; or
 - 12.1.2. fails to pay any amount due and fails to remedy the breach within two calendar days of having been called on in writing to do so; or
 - 12.1.3. effects or attempts to effect a compromise or composition with its creditors; or
 - 12.1.4. is provisionally or finally liquidated or placed under judicial management; then the other party who signed the relevant Order may, to the extent permitted by applicable law and without prejudice to its rights in the Agreement or in law:
 - 12.1.4.1. claim specific performance of the specific Order to which the event relates on written notice; or
 - 12.1.4.2. cancel the whole Agreement or any Order on written notice; and claim damages from the other party (including, any claim for any Fees already due)

13. EFFECT OF TERMINATION

- 13.1. On termination, cancellation, or expiry of any Order, all amounts due to the Company for Services rendered or Goods ordered prior to termination will become due and payable even if the Company has not invoiced them. Customer may not withhold the amounts for any reason, unless the arbitrator directs otherwise
- 13.2. On termination, cancellation, or expiry of any Order:
 - 13.2.1. the Company will stop providing the Goods and Services and vacate the Site, unless the Company is required to render additional services on-Site under a separate Order; and
 - 13.2.2. each party will deliver to the other party, or at the other party's option destroy (and procure the delivery or destruction by the Third Party Contractors of) all



originals and copies of confidential information and proprietary materials in its or their possession or under its or their control.

- 13.2.3. the Company acknowledges and confirms that no expectation has been created by anyone, by the Agreement or any other agreement, entitling the Company or the Personnel to expect:
- 13.2.4. continued service for any period whether definite or indefinite; or
- 13.2.5. the renewal or extension of the term of any agreement
- 13.2.6. The termination, cancellation, or expiry of an Order will not affect the enforceability of the terms that are intended to operate after expiry or termination

14. DISPUTE RESOLUTION

- 14.1. A dispute concerning or arising out of this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by:
 - 14.1.1. negotiation; failing which
 - 14.1.2. mediation; failing which
 - 14.1.3. arbitration.
- 14.2. Within ten business days of notification, the parties must seek an amicable resolution to the dispute by referring it to designated and authorized representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within 15 Business Days.
- 14.3. **Disputes relating to the calculation or quantum of any payments** Any dispute between the parties about the calculation or quantum of any payment will be referred to a practicing chartered accountant of at least 2 years standing ("**Accountant**")
- 14.4. **Technical disputes** Any dispute between the parties of a technical nature (which includes a dispute relating to acceptance testing, commissioning and any Deliverable concerning the interpretation of any specifications or relating to the functions or capabilities of the Services), will be referred to an independent technical expert having appropriate expertise with respect to the dispute. ("**Technical Expert**")
- 14.5. **Accountant and the Technical Expert** The Accountant and the Technical Expert will be appointed by agreement or, failing agreement, within five Business days by the Company. The Accountant and Technical Expert will be requested to give their decision as soon as practicable but no later than eight Business Days after the dispute is referred. The decision of the Accountant and the Technical Expert will (in the absence of clerical or manifest error) be final and binding on the parties. The outstanding payment, as determined by the Accountant will be paid by the party as determined by the Accountant, on demand by the other party. The fees and all associated costs of the Accountant and the Technical Expert will be borne by the parties equally.

- 14.6. **Mediation** If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of ADHRC.
- 14.7. **Arbitration** If mediation fails, the parties must refer the dispute within 15 Business Days for resolution by arbitration (including any appeal against the arbitrator’s decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in the city where the Company’ contracting entity has its headquarters in English under the then current rules for expedited arbitration of ADHRC. If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the Secretariat of ADHRC will appoint the arbitrator.
- 14.8. The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.
- 14.9. **Urgent interim relief** This clause will not preclude a party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalization of this dispute resolution process.
- 14.10. **Severability** This clause is a separate, divisible agreement from the rest of this Agreement and must remain in effect even if the Agreement terminates, is nullified, or canceled for any reason or cause.
- 14.11. **Collection Proceedings** the Company retains the right to institute collection proceedings in a court of law of competent jurisdiction for matters involving outstanding payment.

15. NOTICES AND DOMICILE

- 15.1. The parties will send all notices, authorizations, disclosures, acknowledgements, and requests by hand, prepaid registered post, courier, or electronic mail to the addresses and numbers provided in the relevant Order. By providing contact information, each party consents to its use for administering the relationship by the other party and other third parties that help a party administer the relationship.
- 15.2. The laws of the Republic of Namibia apply and each party chooses its addresses and numbers provided in the relevant Order as its domicilium citandi et executandi (its domicile for the purpose of being served summons and execution levied) for all purposes under an Order.
- 15.3. Notice will be deemed delivered on the date shown on the by hand, prepaid registered post, courier, or electronic mail confirmation of delivery.
- 15.4. If a party actually receives a notice, adequate notice or communication will have been given.

16. FORCE MAJEURE

- 16.1. No party will be responsible for any breach of the Agreement caused by circumstances beyond its control, including flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions, or acts of God.

Terms and Conditions of Sevensys Investments CC v 03/2023 Customer Initials:



- 16.2. If an event of force majeure arises, the affected party will notify the other party immediately and the parties will meet within seven calendar days of the notice to negotiate in good faith alternative methods to fulfill its obligations under an Order, if any. In addition, the Company will continue to provide and Customer will continue to pay for those Goods and Services that the event of force majeure does not affect.
- 16.3. If a party is unable to fulfill a material part of its obligations under an Order for a period in excess of 60 calendar days due to circumstances of force majeure, the other party may cancel the relevant Order by Written notice.
- 16.4. the Company may subcontract or delegate its obligations under the Agreement to Third Party Contractors. the Company will remain liable for performance of the Third Party Contractors. No one may require the Company to disclose the terms (including payment terms) of any sub-contract entered into with respect to the Company' obligations under the Agreement.

17. NON-EXCLUSIVITY

- 17.1. The Company may provide any Goods and Services to any other person or entity. the Company may exploit its intellectual property (including providing services that are competitive with any Deliverables, irrespective of their similarity to the Deliverables), subject to its confidential obligations.

18. GENERAL

- 18.1. The Agreement constitutes the entire agreement between the parties on the subject.
- 18.2. No amendment or modification to the Agreement will be effective unless in writing and signed by authorized signatories of both Customer and the Company.
- 18.3. No granting of time or forbearance will be, or be deemed to be, a waiver of the Agreement and no waiver of any breach will operate as a waiver of any continuing or subsequent breach.
- 18.4. If any term is void, unenforceable, or illegal, the term will be severed and the remainder of the Agreement will have full force and effect, provided the severance does not alter the nature of the Agreement.
- 18.5. The Agreement is governed by and must be interpreted under the laws of the Republic of Namibia.
- 18.6. Customer consents to the Company using its name and a general description of the Goods and Services in any marketing or sales material.



19. ACCEPTANCE OF T&C

The signatory warrants that he/she is duly authorized to sign these terms and conditions and to enter the Agreement.

Shall this agreement be entered on behalf of any third party, the signatory accepts to be the co-debtor.

By accepting a quotation or by instructing the Company in writing to order any Goods, or perform any Services, the Customer accepts these Terms and Conditions.

| | | |
|-------------|-------|-----------|
| _____ | _____ | _____ |
| Place, date | Name | Signature |