

Standard Terms And Conditions Of Trade

1. Interpretations and definitions

In these terms and conditions:

- 1.1** "trade secrets" shall include, without limiting the generality thereof, inventions, improvements, samples, specimens, sketches, photographs, writings, ideas, systems, patents, lists of customers, products, trade marks, trade names, copyright and other intellectual property rights owned by either party, from time to time;
- 1.2** "confidential information" means all confidential information proprietary to each party, including without limitation, information which is contained in samples, specimens, sketches, photographs, writings, ideas, systems, patents, lists of customers, products, trade marks, trade names, copyright and other intellectual property, computer software, computer discs and the like relating to the compilation of statistics and data regarding all legal persons, collected by the supplier from time to time;
- 1.3** "preliminary work" means all experimental and creative work including sketches, samples, written copy, dummies, preparatory materials whether in physical form or stored on, or in any electronic manuscript or image medium, etc;
- 1.4** "products" shall mean all goods sold and delivered and all services rendered and disbursements incurred on behalf of the customer;
- 1.5** Any reference to natural persons includes legal persons and vice versa and references to any gender includes references to the other gender and vice versa
- 1.6** "supplier" shall mean Signkor (Pty) Ltd, "customer" shall mean client & "agent" shall mean representative of client or supplier

2. Quotations

The customer acknowledges and agrees that all quotations will be valid for thirty (30) days from the date reflected on the quotation, unless otherwise specified in writing.

3. Prices

The customer acknowledges and agrees that:

- 3.1** Prices excludes VAT and delivery charges unless otherwise specified.
- 3.2** Prices charged to the customer are based on continuous and uninterrupted production of the product(s).
- 3.3** It shall be liable to pay the agreed price relating to the production of the products, including any additional disbursements incurred by supplier on behalf of the customer at the customer's request.
- 3.4** Any translating, editing or programming in respect of material supplied by the customer to produce the product(s) may be charged for at the supplier's prevailing rates.

4. Contract of sale

The customer acknowledges that by signing the supplier's completed contract of sale:

- 4.1** All orders are subject to acceptance by Signkor (Pty)Ltd.
- 4.1.2** acceptance by means of clients purchase order or clients dated signature on Signkor's quotation by scan &/or e-mail
- 4.2** It has contracted with the supplier to produce the products as therein described.
- 4.3** All transactions concluded shall be subject to the terms of this agreement.
- 4.4** All goods are sold subject to any special terms on the face hereof and

these conditions of sale, unless expressly accepted in writing to the contrary by the supplier. Accordingly reported amendments by the customer are ineffective and the return of the customer's standard order acknowledgement or customer's own conditions of purchase does not constitute supplier's written agreement to any modifications of the terms on the face hereof or these conditions.

4.5 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

- 4.5.1** co-operate with the supplier;
- 4.5.2** provide the Supplier with any information reasonably required by the Supplier;
- 4.5.3** obtain all necessary permissions & consents which may be required before the commencement of the services ;
- 4.5.4** comply with such other requirements as may be set out in the Specification document or otherwise agreed between the parties;
- 4.6** The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 4,5

4.7 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods & services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed & in respect of cancellations on less than five (5) working days' written notice the full amount of the goods & services contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 4.5 shall be deemed to be a cancellation of the goods & services to the payment of the damages set out in the clause.

4.8 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible &:

- 4.8.1** the Supplier shall have no liability in respect of any delay to the completion of any product;
- 4.8.2** if applicable, the timetable for the project will be modified accordingly;
- 4.8.3** the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

5. Variation in orders

Any variation to any orders placed must be in writing and must be reflected on the supplier's contract of sale and signed by the customer.

6. Postponement or cancellation of order

- 6.1** The customer acknowledges and agrees that it shall be liable to the Supplier for all products supplied by the supplier up to the date of receipt of written notification from the customer that the order placed by the customer is to be postponed or cancelled.
- 6.2** If the Customer desires to cancel an order after acceptance of an

order by Signkor (Pty) Ltd, the Customer is subject to a 25 to 50% cancellation charge of the total price of the order, or, if greater, the actual costs incurred by Signkor (Pty) Ltd with respect to the order as of the time of cancellation.

7. Production requirements and schedules

7.1 The parties agree that production of orders placed shall be completed by the supplier within the time period as stipulated in the supplier's contract of sale unless delayed through the customer's default.

7.2 It is the sole responsibility of the customer to determine whether the products ordered by it are suitable for the purposes for which it intends using them. The supplier gives no warranty, express or implied, concerning the suitability of the products supplied for any purposes whatsoever

8. Expedited deliveries

8.1 If the customer requires the supplier to complete the order before the suggested completion date reflected in the contract of sale, the customer acknowledges that:

8.1.1 The supplier shall not be liable for any defects relating to the products supplied.

8.1.2 The customer shall be liable to pay the supplier's prevailing tariff in respect of urgent services and reasonable delivery charges.

8.1.3 Abortive trips will be charged for at the suppliers Standard Rates.

9. Urgent products

The customer acknowledges and agrees that the supplier shall not be liable for any defects relating to urgent products produced at the customer's special request.

10. Preliminary work

The customer shall be liable for payment of any preliminary work produced by the supplier at the customer's request, whether experimentally or otherwise.

11. Proprietary interest

11.1 All the work including preliminary work, relating to any products supplied in respect of an order placed by the customer, shall remain the property of the supplier and may not be reproduced in any form without the supplier's written permission, which permission shall not be unreasonably withheld.

11.2 It is the customer's responsibility to retain an original copy of all electronic manuscripts or image media provided to the supplier. Once altered in any way whatsoever by the supplier, any such medium becomes the sole property of the supplier, and such alterations may be charged for.

12. Collection of products

12.1 The completed product will be despatched or must be collected by the customer when ready and the customer shall not refuse or delay to take delivery.

12.2 The supplier may distribute or dispose of any preliminary work, products or materials relating to the products supplied by the supplier to the customer within seven (7) days after the order has been completed, unless other written arrangements are made by the customer with the supplier.

12.3 The supplier acknowledges and agrees that it shall inform the customer

once the products have been completed.

12.4 The customer acknowledges that the supplier may charge the customer rent for the storage of the products retained after the seven (7) day period as reflected in Paragraph 12.2 above has lapsed.

13. Invoice/Delivery Note

13.1 The supplier's delivery note, or waybill, or the consignment note of any authorized carrier signed by the customer or an employee or agent of the customer shall be preliminary proof on its mere production that the products delivered corresponds with the quantity as reflected on the relevant delivery note, waybill or consignment note.

13.2 The customer shall thereafter bear the duty to prove the contrary.

13.3 Delivery of products by the supplier or its agents, to any person or carrier, and consigned to the customer's nominee, shall constitute delivery thereof to the customer, such delivery being at the customer's risk.

14. Complaints about quality of products

14.1 Any complaint in respect of the quality and/or quantity of the products supplied shall be made in writing, and shall be delivered by the customer to the supplier within seven (7) days of receipt of the completed product.

14.2 Any such complaint shall clearly set out the nature of the complaint.

14.3 If a complaint is not lodged within the agreed period of seven (7) days, the products supplied shall be deemed to be free of defect and in accordance with the order placed.

14.4 Notwithstanding the raising of a complaint or dispute of liability by the customer, the customer shall not, under any circumstances, be entitled to withhold payment in respect of the products supplied by the supplier pending the settlement of such dispute or complaint.

15. Payment

15.1 The customer shall make payment to the supplier within the period as stipulated in the supplier's application for credit facilities or contract of sale.

15.2 Freight is prepaid & allowed on shipments of products for orders that meet the minimum ordering requirement according to the location of which the shipment will be delivered. Orders not qualified for prepaid freight will be shipped with transportation charges prepaid by Signkor (Pty) Ltd & added to Customer's account, unless other method is requested by Customer & Customer assumes any additional transportation costs. Signkor (Pty) Ltd reserves the right to ship all orders in one complete shipment with partial shipments made at our discretion. Signkor (Pty) Ltd reserves the right to use its discretion in routing all shipments with the right to choose origin of shipment & routing. All goods are shipped FOB at Signkor (Pty) Ltd's factory. Upon execution of a bill of lading or tender of freight to carrier's agent (whichever occurs first), title & risk of loss to all products shall pass from Signkor (Pty) Ltd to Customer. When shipments of Signkor (Pty) Ltd are made via company trucks, title & risk of loss to the products shall pass to the Customer at time of delivery to the final destination or to the forwarding carrier. Shipments should be inspected by the Customer immediately upon receipt for transportation loss or damage & any necessary claim entered promptly with the carrier.

15.3 Should the customer not dispute the accuracy of an invoice, in writing within seven (7) days after the date reflected on the invoice, the invoice shall be

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15.4 The customer shall under no circumstances be entitled to deduct or set-off any amount or defer or withhold payments of any amount due to the supplier in terms of this agreement.

15.5 Should the customer fail to pay any amount due in terms of this agreement on due date, such overdue amount shall bear interest at the agreed interest rate as stipulated in the supplier's contract of sale to do business.

15.6 Should any amount owing by the customer to the supplier in terms of this agreement, become overdue for payment, then the supplier reserves the right to:

15.6.1 claim immediate payment on demand of all amounts owing at the time, whether payment be overdue or not.

15.6.2 cancel the agreement & collect goods as per Par. 18.

15.7 Payment is due when goods are ready for despatch or collection unless otherwise agreed to in writing.

16. Invoice/Delivery Note

An invoice raised showing the amount due by the customer & accompanied by a signed delivery note shall be given on the face of it as proof of the amount owing by the customer to the supplier.

17. General Lien

The customer acknowledges and agrees that the supplier may, after seven (7) days after the period stipulated in paragraph 6.1 of the application to do business, exercise a general lien on all the customer's goods and property in possession of the supplier.

18. Reservation of ownership

Ownership of the supplier's products shall remain vested in the supplier and will only pass onto the customer once payment of the full contract price has been effected.

19. Risk

The customer acknowledges that all materials and products supplied by the customer to the supplier will be held at the customer's risk.

20. Indemnification

20.1 When the sign is to be illuminated no provision is made for the supply and or connection of the sign to the primary power supply, this must be done by the customer's registered electrical contractor at the customer's expense.

20.2 The supplier and/or its agents have not made provision for the repair to any waterproofing interfered with while installing a sign. The customer shall not impose any obligation on the supplier, and or Agents, or render the supplier and/or its agents liable to any claim or damages at the instance of the Customer.

20.3 The customer shall not impose any obligation on the supplier and/or agent's or render the supplier and or agents liable to any claims or damages at the instance of the customer. Where Signkor(Pty) Ltd and or its agents when installing a sign cause damage to electrical cables, water pipes, drains, municipal service or any concealed services.

20.4 The customer shall not impose any obligation on the supplier and/or agent's or render the supplier and or agents liable to any claims or damages at the

instance of the customer where Signkor (Pty) Ltd and or its agents when installing a sign cause damage to the surface where signage is to be removed before the new signage is installed.

All goods, services and supplies remain the property of Signkor (Pty) Ltd until paid for in full.

20.5.2 Any material or goods owned by the customer wasted during the normal cause of production.

20.5.3 Any extra costs incurred to supply the products requested by the customer through the use of defective materials or equipment supplied by any third party.

20.5.4 The customer shall indemnify the supplier against any loss, liability, expense, or damage of whatsoever nature suffered resulting from any action instituted by a third party arising out of the infringement of any third party's trade secret, proprietary rights or any personal rights.

20.5.5 Terms of Warranty on Power Supplies: 3 Years from date of purchase. The supplier will not be held liable under the warranty for the following:

20.5.5.1 Man-made damages such as, earthquakes, hurricanes, war, lightning, floods, strikes & land acquisition etc.,

20.5.5.2 Installed in unsuitable environment conditions,

20.5.5.3 Has been modified in any way by third parties that are not authorised to do so,

20.5.5.4 Has been subject to misuse,

20.5.5.5 Has been previously repaired by a person other than an authorised personnel,

20.5.5.6 Was not originally installed by a qualified installer,

20.5.5.7 Presence of dirt & soot inside the unit,

20.5.5.8 Water damage the unit needs to be checked internally & externally,

20.5.5.9 Reverse polarity when the negative cable is connected

to the positive multi terminal & vice versa. In general this is not purposely mixing the cables, but reverse polarity is caused by a wiring mistake or wrong labelled cables,

20.5.5.10 Power surges,

20.5.5.11 Insects or other pests, such as mice can get into the unit & cause a short circuit,

20.5.5.12 Hasn't been maintained at least every 12 months from date of installation.

The guarantee covers solely product failures caused by material, design, or production faults & failure rates that exceed rated failure rates.

The Customer is responsible to bear all costs for the demounting & remounting as well as for sending in & returning products. Any other costs e.g. replacement costs upon installation, costs caused from failures of installation or damages &/or consequential damage are not covered by this warranty.

20.5.6 Terms of Warranty on LED products: 2 Years from date of delivery of the product. Products using LED's have a life span of 50 000 hour operation. During the warranty the supplier has NO duty to supply on-site services.

Products shall be sent back to the supplier to be fixed, and the customer must cover all express costs. Products will then be sent back to the customer, & all express costs will be covered. The supplier could send an engineer to the customer's worksite for services on the product, the costs will be paid by the customer this includes visa, hotel, food, airfares (back & forth). The customer needs to pay the supplier \$100 per day per staff member.

The supplier will not be held liable under the warranty for the following:

- 20.5.6.1** Man-made damages such as, earthquakes, hurricanes, war, lightning, floods, strikes & land acquisition etc.,
- 20.5.6.2** Installed in unsuitable environment conditions,
- 20.5.6.3** Has been modified in any way by third parties that are not authorised to do so,
- 20.5.6.4** Has been subject to misuse,
- 20.5.6.5** Has been previously repaired by a person other than an authorised personnel,
- 20.5.6.6** Was not originally installed by a qualified installer,
- 20.5.6.7** Presence of dirt & soot inside the unit,
- 20.5.6.8** Water damage the unit needs to be checked internally & externally,
- 20.5.6.9** Reverse polarity when the negative cable is connected to the positive multi terminal & vice versa. In general this is not purposely mixing the cables, but reverse polarity is caused by a wiring mistake or wrong labelled cables,
- 20.5.6.10** Power surges,
- 20.5.6.11** Insects or other pests, such as mice can get into the unit & cause a short circuit,
- 20.5.6.12** Hasn't been maintained at least every 12 months from date of installation.

The guarantee covers solely product failures caused by material, design, or production faults & failure rates that exceed rated failure rates. The Customer is responsible to bear all costs for the demounting & remounting as well as for sending in & returning products. Any other costs e.g. replacement costs upon installation, costs caused from failures of installation or damages &/or consequential damage are not covered by this warranty.

21. Limitation of liability

Subject to the conditions of Paragraph 20 above, the supplier shall only be liable in delict, contracts or otherwise for any direct and/or consequential damages suffered by the customer for an amount which is not more than 10% (ten percent) of the total value of the products supplied to the customer.

22. Force Majeure

In the event that the supplier is unable to perform any obligation herein due to any circumstances beyond its control, including the action, intervention or decree of any government, the inability to secure labour, materials, power or supplies or by reason of an act of god, civil disturbances, riots, state of emergency, strikes, lock-outs or other labour disputes, fire, flood or legislation, either party may terminate this agreement by means of written notice to the other party.

23. Secrecy and confidentiality

The party hereto agrees and acknowledges that:

- 23.1** All rights, title, interest and copyright in and to trade secrets and confidential information shall remain the exclusive property of such party;
- 23.2** Either party shall keep and maintain as strictly confidential all the trade secrets and confidential information furnished to one another by either party pursuant to the conclusion of this agreement.
- 23.3** Each party will use its utmost efforts and diligence to guard and protect each other's trade secrets and confidential information.

24. Dispute

24.1 In any dispute between the supplier and the customer, the supplier shall be

deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreement between it and the customer, until such time as the customer proves the contrary.

24.2 In the event of a dispute arising between the parties to these trading terms in regard to any aspect, provision, or clause hereof, then and in such event, the dispute shall be referred to: an independent arbitrator approved by Signkor (Pty) Ltd. This ruling will be final & binding on the parties hereto.

25. Breach

Either party may summarily cancel this agreement if either party commits a breach of any of the provisions of this agreement and fails to rectify such breach within seven (7) days after receiving written notice from the aggrieved party to do so.

26. Legal costs

If, as a result of any breach by the customer of any of the terms of this agreement, the supplier instructs its attorney to make demand or institute legal proceedings against the customer, the customer shall be liable for and shall pay, on demand all legal costs and disbursements so incurred, including the costs of any letter of demand, tracing agents fees and collection commissions on the scale as between attorney and own client.

27. Jurisdiction

The customer hereby consents to the jurisdiction of the Magistrate's Court, despite the fact that the subject matter or the amount outstanding may otherwise exceed the jurisdiction of the Magistrate's Court.

28. Domicilium

28.1 The customer chooses as its address ("the address") for the purposes of the giving of any notice, the service of any process, or for any other purposes arising from this agreement, the address as stipulated in Paragraph 1 of this supplier's contract to do business.

28.2 The parties shall be entitled from time to time by written notice to one another, to vary their address to any other physical address in the Republic of South Africa.

28.3 Any notice which is:

28.3.1 posted by pre-paid registered post to a party's address shall be deemed to have been received by the party on the fourth day after the date of posting:

28.3.2 delivered by hand during the normal business hours of a party at the party's address shall be deemed to have been received by the party at the time of delivery.

28.3.3 sent by tele-facsimile at the party's address shall be deemed to have been received by that party on the first business day following the transmission thereof.

29. General

29.1 No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by an authorized official of both parties.

29.2 No indulgence which the supplier may grant to the customer shall constitute a waiver of any of the rights of the supplier, which shall not thereby

be precluded from exercising any rights against the customer which may have arisen in the past, or which may arise in the future

29.3 The customer represents and warrants that the application to do business has been completed in full and that all information given is true and correct and that the customer has disclosed to the supplier all information reasonably material and required by the supplier in order to enable the supplier to make a valid decision regarding the customer credit worthiness

29.4 The parties record and agree that the supplier has been induced to enter into this agreement relying on the truth of these warranties and representations, all of which are deemed to be material.

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