

## GENERAL TERMS AND CONDITIONS

1. **INTERPRETATION**
  - 1.1 These general conditions regulate the terms and conditions of the sale and the supply of the goods listed in the order. By virtue of the client's signature on the order the client agrees to these terms.
  - 1.2 The headings to the clauses in this agreement are for reference purposes only and shall not be used in the interpretation thereof.
  - 1.3 In this agreement unless the context otherwise requires -
    - 1.3.1 words which signify or denote –
      - 2.3.1.1 any gender shall import and include the other genders.
      - 2.3.1.2 a natural person shall import and include an artificial person and vice versa.
      - 2.3.1.3 the singular shall import and include the plural and vice versa.
    - 1.3.2 Unless otherwise indicated, words to which a meaning is ascribed in the body of this agreement shall bear that meaning wherever such words appear thereafter.
    - 1.3.3 For the interpretation of this agreement the laws of the Republic of South Africa shall apply.
  - 1.4 The schedules to this main agreement shall be read as if incorporated herein provided that if there is any conflict between this main agreement and the schedules the meaning of the main agreement shall take preference, unless the context expressly otherwise indicates.
  - 1.5 When any number of days is prescribed in this agreement, they shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or a public holiday, in which case the last day shall be the next successive day which is not a Saturday, Sunday or public holiday.
  - 1.6 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
2. **DEFINITIONS**

In this agreement, unless inconsistent with or otherwise indicated by the context, the following terms and conditions will have the meanings ascribed to them below:

  - 2.1 "this agreement"  
these general terms and conditions, the order and any other schedule that may be referred to on the order;
  - 2.2 "Ana-Digi Systems"  
ANA-DIGI Systems CC, Registration Number, CK 1988/028503/23, Unit 8, Canal Edge 2, Tyger-Waterfront, Tygervalley, Cape Town;
  - 2.3 "client"  
the party who has placed the order for the equipment in terms of this agreement and described as the client on the order;
  - 2.4 "the delivery schedule"  
the schedule attached to the order which contains the specifications, description, number and price of the equipment ordered by the client;
  - 2.5 "effective date"  
the date specified as the effective date by the parties in respect of the conclusion of the agreement;
  - 2.6 "equipment"  
the goods specified in the delivery schedule;
  - 2.7 "the order"  
the document to which these general terms and conditions are attached and which is signed by the client when placing the order for the equipment;
  - 2.8 "specifications"  
the specifications of the equipment as described in the documents produced by the manufacturer of the equipment which documents will accompany the equipment on delivery.
3. **DELIVERY**
  - 3.1 Ana-Digi hereby agrees to deliver the equipment on the effective date specified on the order or as soon as possible thereafter.
  - 3.2 Risk in the equipment shall pass to the client upon the date when the equipment is physically delivered to the client.
  - 3.3 In this agreement "delivered" means the passing of possession to the client.
4. **PRICE, PAYMENT AND OWNERSHIP**
  - 4.1 The price for the equipment shall be the amount specified in the delivery schedule.
  - 4.2 The price shall be paid in cash to Ana-Digi before the equipment is dispatched by Ana-Digi for delivery, unless the client has a credit facility with Ana-Digi, in which event payment shall be in accordance with the credit agreement.
  - 4.3 In the event that the client received the goods in terms of a credit arrangement, ownership in the equipment shall not pass until the full purchase price has been paid.
  - 4.4 The client undertakes to keep the equipment in good condition and in a state of good repair (fair wear and tear excepted) and not to encumber or dispose of the equipment or permit the equipment to be encumbered or attached by operation of law, nor to remove the equipment or permit the removal thereof from the location, until the entire purchase price has been paid.
5. **WARRANTIES AND GUARANTEES**
  - 5.1 Ana-Digi warrants that the equipment will function in accordance with the specifications of the equipment.
  - 5.2 In the event that the equipment does not function in accordance with the specifications Ana-Digi will retake possession of the equipment and refund the client with the full purchase price of the equipment.
  - 5.3 It is recorded that the equipment comes with a manufacturer's guarantee in respect of manufacturing defects. Ana-Digi accordingly agrees to guarantee that the equipment and any part thereof are free of any defect. In the event that the equipment are faulty the following conditions of guarantee will apply:
    - 5.3.1 Upon the discovery of a fault in the equipment the client must notify Ana-Digi of the fault within 10 days of the fault being discovered;
    - 5.3.2 Ana-Digi shall attend to the inspection of the equipment as soon as possible but not later than 24 hours after notification of the fault;
    - 5.3.3 Ana-Digi shall repair the fault, or replace the unit of the equipment as soon as possible after the date of notification, subject to 5.3.4;
    - 5.3.4 If the fault is due to the manner of use or installation by the client, Ana-Digi shall notify the client before commencing repairs or replacement and provide the client with a quote in respect of the repairs or the replacement, as the case may be whereafter the repairs or replacement shall be effected only if agreed by the client for the client's account.
  - 5.4 The guarantee referred to in 5.3 shall be valid for a period of 12 months from the effective date.
6. **EXCLUSION OF WARRANTIES**

The client hereby agrees that no warranties or undertakings have been given or made as to the equipment other than what is contained in 5 above.
7. **AFTER SALES SUPPORT**
  - 7.1 Ana-Digi shall provide the client with reasonable after sales support in respect of the equipment.
  - 7.2 All after sales support that relates to services other than compliance with the guarantee conditions shall be charged at the usual charge out rate applied by Ana-Digi from time to time and shall be done on a per quote basis.
8. **TRAINING**

Ana-Digi shall provide to the client after sales training, if required at the rate indicated on the order. Any other after sales training shall be on a per quote basis.
9. **LIMITATION OF LIABILITY**
  - 9.1 The client acknowledges that Ana-Digi provides the equipment in the conditions that it has received the equipment from the manufacturer. The client accordingly agrees that it shall not be entitled to hold Ana-Digi liable for any contingent losses or damages that the client may suffer as a consequence of its use of the equipment.
  - 9.2 The client accordingly waives any claim which it may have against Ana-Digi arising out of any loss or damage which the client may suffer or any expense that the client may incur as a result of the malfunctioning of the equipment save for any claim in respect of the fulfilment of any of the guarantees.
  - 9.3 Notwithstanding anything contained in this agreement Ana-Digi's liability shall at all times be limited to the total value of the equipment.
10. **MISCELLANEOUS**
  - 10.1 In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable. If any invalid term is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.
  - 10.2 No variation of or addition to this agreement will be of any force or effect unless reduced to writing and signed by the parties.
  - 10.3 No waiver on the part of either party of any rights arising from a breach of this agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.
  - 10.4 The parties choose the addresses set out in the order as their *domicilia citandi et executandi* for all the purposes under this agreement, whether in respect of the payment of money, the service of delivery of court process, notices of other documents or all other communications.