

STANDARD TERMS AND CONDITIONS

1. General

- 1.1 The terms and conditions contained herein represents and constitute the entire terms and conditions between the Customer and Eben Croukamp Productions (hereinafter referred to as "ECP-AV").
- 1.2 No alterations or additions or variations to any term or condition contained herein may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly written authorized representative of ECP-AV.
- 1.3 These terms and conditions shall govern all future and existing contractual relationships between the parties, in any form, manner or place.
- 1.4 This agreement, consisting of the terms and conditions contained herein, are final and binding and are not subject to any suspensive or dissolutive conditions.
- 1.5 Any conflicting terms and/or conditions stipulated by the Customer are expressly excluded and the Customer acknowledges that by entering into an agreement (of any kind whatsoever) with ECP-AV shall be governed by these terms and conditions and the Customer consents to such terms and conditions freely without any inducement to enter into such agreement with such terms and conditions.
- 1.6 This Agreement and its interpretations are subject to South African law and the Customer consents to the jurisdiction of the South African Courts.
- 1.7 The invalidity of any part of this Agreement shall not affect the validity of any other part hereof and each clause shall be severable from the other.
- 1.8 No claim from the Customer shall arise unless the Customer has within 2 (two) days of the alleged breach or defect occurring, given ECP-AV 30 (thirty) days written notice by prepaid registered post to rectify any defect or breach of any Agreement.
- 1.9 The Customer elects as its chosen *domicillium citandi et executandi* address, the delivery address for any goods and or services rendered, unless otherwise stated by the Customer.

2. Quotations

- 2.1 All quotations will remain valid for a period of 7 (seven) days from the date of the quotation or until the date of any price / costs restructure and subject to availability of stock, whichever occurs first.
- 2.2 All quotations are subject to the availability of the goods or services and subject to the

corrections of good faith errors by ECP-AV and the prices quoted are subject to any increases in the cost price, including but not limited to currency fluctuations, before acceptance of the order and or payment thereof.

3. Orders

- 3.1 Any order is subject to cancellation by ECP-AV due to any event of force majeure, acts of God from any cause beyond the control of ECP-AV including (without restricting this clause to these instances) inability to secure labour power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lookout or other labour disputes, fire, flood, drought or legislation. ECP-AV shall not be held liable for any losses or losses as a result of such conditions
- 3.2 Any order is subject to cancellation by ECP-AV if the Customer breaches its Agreement or makes any attempt to or any act such as, *inter alia*, compromise, liquidation, sequestration, termination or judgments is recorded or applied for against the Customer or any of its principals.

4. Delivery

- 4.1 The Customer agrees that only upon payment of the full amount quoted for any equipment will secure any available stock at the quoted price and that ECP-AV will not hold any price or models on equipment unless the full amount has been paid by the Customer.
- 4.2 Delivery of the goods or services to the Customer shall take place at the place of business of ECP-AV, and the installation thereof shall take place at the address as agreed to.
- 4.3 ECP-AV reserves the right at its sole discretion to provide alternative goods and or services of the same quality and quantity at the prevailing prices to those ordered by the Customer should such goods and or services be superseded, replaced or influenced in any way whatsoever with effect that ECP-AV could not perform in accordance with the order placed by the Customer.
- 4.4 Each order for goods or services by the Customer from ECP-AV shall be deemed to be an offer by the Customer to purchase Goods / or request for services to be rendered, subject and in accordance with these terms and conditions.
- 4.5 ECP-AV shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides in its discretion, subject thereto that the Customer does not suffer any prejudice.
- 4.6 ECP-AV shall attend to the installation of the system in stages if so required by the Customer subject to the condition that the goods will need to be re-quoted in the event that a price restructuring have taken place.

- 4.7 ECP-AV shall be entitled to invoice each delivery / performance actually made separately.
- 4.8 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by ECP-AV, shall be *prima facie* proof that delivery was made to the Customer and accepted in good order and in accordance with the order or other agreement.
- 4.9 Delivery, installation and performance times quoted are merely estimates and are not binding on ECP-AV and any costs occasioned by any delay in the delivery of any goods caused by the building program will be carried by the Customer and off-site payment will be required. ECP-AV will assist the Customer in storage of the goods, if required.
- 4.10 In the event that the Customer requires the services of a third party to transport any goods, install carpentry, cabinets, structures, shop-fitting, electrical work etc, or for any other services incidental to any agreement between the Customer and ECP-AV, ECP-AV is hereby authorized to engage a third party on the Customer's behalf and on the terms deemed fit by ECP-AV and the Customer shall make payment of such costs immediately upon receiving the invoice.
- 4.11 In the event that the Customer decides to purchase any system related goods from other suppliers i.e. TV's, LCD,LED, Plasma, Projectors, Screens, DVD players, Monitors, Amplifiers, Receivers, Speakers, Music servers, Video servers, Tuners, DVD recorders, Multiroom controllers etc., ECP-AV cannot guarantee the functioning of the installed system as the system designs may vary from that used by ECP-AV.
- 4.12 ECP-AV will be entitled to charge a call out and installation fee for maintenance, installation, setup, programming and training.
- 4.13 The Customer agrees that any installations or services delivered outside of the Midrand area will be billed at R4.50 excl VAT per Km travelled to and from site and further agrees that any accommodation and meals occasioned by such travelling to and from a site will be billed to the Customer.
- 4.14 The Customer must ensure that a suitably dedicated equipment cupboard, cabinet, rack, shelf or stand is in place at the time of the installation.
- 4.15 In the event that the cabinet is not according to the required specifications for installation, an extra charge for modifying and installing equipment may be charged.
- 4.16 ECP-AV will ensure that the installation is done as professionally and neatly as possible but cannot be held liable in the event that some wires are visible.
- 4.17 Any quote provided by ECP-AV that includes any cabling prices is merely an estimate and the actual cable use will depend on the location of the equipment and how the cable is routed. In

the event that the amount of cable used exceeds the quote provided, the Customer will be liable to pay the costs occasioned thereby.

- 4.18 ECP-AV will not attend to any chasing, placing of conduit piping, electrical TV points, placement of wall speaker boxes, switches, ceiling mount speaker boxes etc and will this need to be arranged by the Customer with a third party.
- 4.19 Any item handed in for repair may be sold by ECP-AV to defray the cost of such repairs if the item remains uncollected for 30 days from the date when repairs have been completed or invoiced for, whichever occurs first.
- 4.20 ECP-AV is reliant on manufacturers for product, models, sizes, colours, prices and type of equipment that may change from time to time and ECP-AV will not be liable in the event that some items are discontinued or in the event that a replacement is available in the event that it does not fit or integrate properly with the specifications to the previous models in our design.
- 4.21 Models as quoted are subject to change without notice and new stock could replace old models quoted in the event that the older model is no longer available.
- 4.22 All pictures provided in quotes are only a representation and may vary from the actual product supplied.

5. Warranties

- 5.1 Goods are guaranteed according to the Manufacturer's product specific warranties only and in the event of such warranties being provided to the Customer in writing to such goods/product. Services carry no guarantee unless specifically stipulated and agreed to otherwise in writing by a duly written authorized representative of ECP-AV.
- 5.2 Liability under any warranty is restricted to the liability of the Manufacturer and ECP-AV will only administer a claim in respect of such specific warranty at an agreed handling fee to be determined as and when necessary. Some products are sensitive to electrostatic Discharge (ESD) that is caused by direct and indirect / nearby lightning strikes and thunder storms. ESD may cause irreparable damage to sensitive chips and boards on some HDMI/ Ethernet devices and other equipment and will be excluded from the Manufacturer's warranty.
- 5.3 The Customer shall return any defective moveable goods to the premises of ECP-AV at the Customer's own cost and packed in the original or suitable packaging. Should a technician be required on site, travel and accommodation will be for the Customer's account
- 5.4 ECP-AV guarantees only its own workmanship as supplied by ECP-AV for a one year period.
- 5.5 All guarantees are immediately null and void should any goods be tampered with or should the

goods be used or stored outside the specifications or purpose, or used in any manner which might be construed as misuse, abuse or neglect which includes but is not limited to, malicious or physical damage, over or under driving of loudspeakers and power surges

5.6 To be valid, claims must be supported by the original Tax Invoice/s and delivery notes and orders.

6. Customer obligations

6.1 The Customer shall be responsible for complying with all and any legislation or regulations governing the importation, use or sale of the Goods in the country of destination, the payment of any duties or taxes on them, the transportation and storage of Goods including without limitation any obligation to translate any instructions, labelling or packaging into any other language.

6.2 The risk of damage or destruction or theft of goods shall pass to the Customer on delivery, or tender thereof and the Customer undertakes to comprehensively insure the goods until paid for in full and ECP-AV shall remain the lawful owner of such goods and hold a *lien* over any material thing to which services was rendered upon or where goods were supplied (which *lien* shall automatically revive if possession was lost at any time if possession is obtained once again by ECP-AV) until payment has taken place by the Customer in full, without any set-off taking place of any kind whatsoever. ECP-AV may recover their insurance premiums from the Customer for such delivered and uninsured goods. ECP-AV shall be entitled to retain possession of all and any goods, of any kind whatsoever, of the Customer until all and any amount owing by the Customer have been paid in full, without any set-off taking place as aforesaid. The risk to any goods to which the Customer are the lawful owner of shall at all times vest with the Customer.

6.3 ECP-AV reserves the right to disable programming and functionality of the system should the Customer not pay in full within 30 days of completion of work on invoice delivered, whichever occurs first. A call out fee and re-programming fee will be charged to enable the system again, once final payment is made by the Customer. No service calls, support or system guarantees will be honoured until final payment is made.

6.4 Notwithstanding the provisions of this Agreement, all orders or agreed variations to orders, whether oral or in writing (in the event of being binding), shall be subject to these standard conditions of agreement and may not be cancelled after ECP-AV has accepted such agreement or order. In the event of any cancellation, or attempted cancellation, the full amount owing in accordance with such order shall immediately become due owing and payable and a reasonable charge may be imposed in terms of section 17 of the Consumer Protection Act, 68 of 2008.

6.5 The Customer agrees to the standard rates and charges prevailing at any given time, of ECP-AV for any goods or services rendered.

6.6 The Customer agrees to inform ECP-AV as to the whereabouts of any goods to which ECP-AV might still be owner of, or have a right to in any way whatsoever.

7. Indemnification

7.1 ECP-AV shall not be liable for any consequential damages including loss of profits or delictual liability.

7.2 ECP-AV shall not be liable for any damage arising from any misuse, abuse or neglect of the goods or services.

7.3 ECP-AV shall not be liable for any damage arising from any equipment that may overheat or breakdown.

7.4 ECP-AV shall not be liable in the event that the speaker or wall boxes are installed by a third party at the incorrect place as per the instructions of the Customer.

7.5 ECP-AV shall not be liable for any blocked or broken conduit piping as provided by third parties.

7.6 ECP-AV assumes no responsibility whatsoever for equipment or workmanship not supplied or installed by ECP-AV.

7.7 The Customer acknowledges that it does not rely on any representations made by ECP-AV in regard to the goods and services or any of its qualities leading up to this agreement, other than those contained in this terms and conditions. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by ECP-AV in respect of the goods or services orally or in writing will not form part of the Agreement and the standard terms and conditions governing same, in any way whatsoever, will apply unless agreed to by a duly authorized representative of ECP-AV in writing as aforesaid.

7.8 Steel structures, Wall paper, Water and other internal and external environmental factors can impact on the reliability of the wireless products and ECP-AV cannot guarantee that it will operate. Factors such as but not limited to RF (radio frequency) interference, Microwave signals can block, inhibit or interfere with the wireless communication between products and will ECP-AV not be liable should the communication not function properly as a result thereof.

7.9 The Customer agrees that that neither ECP-AV nor any of its employees will be liable for any innocent misrepresentations made to the Customer of any kind whatsoever.

7.10 It is the sole responsibility of the Customer to determine that the goods or services ordered are

suitable for the purposes of intended use and according to the order placed with ECP-AV and the Customer warrants that all specifications of whatsoever nature are correct. The Customer accepts all goods/services to be in order and in accordance with any agreement with ECP-AV, unless written notification is delivered by the Customer to ECP-AV within 48 hours of such service/goods delivered/rendered.

- 7.11 The Customer agrees to pay all additional costs, howsoever arising, resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 7.12 The Customer agrees to pay additional callout, travel, installation, accommodation, meals and programming fees at our standard company rates from time to time to integrate, re-program and install any outstanding components that resulted from previous installation and functionality of any sub systems (including but not limited to lighting control, CCTV cameras, Security, Irrigation, electrical, pool, HVAC, cabinets, painting, building).

8. Payment

- 8.1 The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery/performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects. All goods delivered and or services rendered shall be deemed to be in order as aforesaid unless the Customer has given ECP-AV written notification of such specific quality, quantity and or other defects within 48 hours of such delivery of goods and or rendering of services has taken place or invoice has been dispatched to the Customer, whichever occurs first.
- 8.2 In the event of any payment not taking place on the due date, all discounts shall be forfeited and all and any amounts owing by the Customer shall immediately become due owing and payable without further notice.
- 8.3 Any item delivered to ECP-AV shall serve as a pledge in favour of ECP-AV for present and past debts and ECP-AV shall be entitled to retain or realize such pledges as it deems expedient at the value as determined by any independent valuator and the sworn or realized value of pledged goods will be off-set against the Customer's debts and any excess balance will be paid to the Customer.

- 8.4 The Customer agrees that the amount contained in the Quote and/or Tax Invoice issued by ECP-AV shall be due and payable unconditionally (a) cash, or (b) by EFT payment to Eben Croukamp Productions (Pty) Ltd: First National Bank, The Reds, Account number: 62234299809 Branch code: 2501304, within 7 (seven) days from date that the Tax Invoice has been issued by ECP-AV or any goods/product/service delivered, or in the event of delivery been tendered.
- 8.5 The Customer agrees to pay the full amount as quoted at the offices of ECP-AV or at such other place ECP-AV may designate in writing or by way of an EFT payment to Eben Croukamp Productions (Pty) Ltd: First National Bank, The Reds, Account number: 62234299809 Branch code: 2501304.
- 8.6 The Customer shall not withhold payment and agrees that no extension of payment shall normally be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by ECP-AV, reduced to writing and signed by the Customer and a duly authorized representative of ECP-AV.
- 8.7 ECP-AV will not award any credit or refund
- 8.8 The Customer is not entitled to set-off any amount due to the Customer by ECP-AV against any debt whatsoever.
- 8.9 The Customer agrees that the amount due and payable to ECP-AV may be determined and proven by a certificate issued and signed by any director or manager or member or partner of ECP-AV, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be *prime facie* proof of the indebtedness of the Customer.
- 8.10 The Customer agrees that interest may be levied at the maximum permissible interest rate provided for by legislation from time to time on any moneys due to ECP-AV and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order, in the event of the Customer having breached any condition contained herein or if otherwise provided.
- 8.11 The Customer agrees that if an account is not settled in full within 7 (seven) days, that ECP-AV is (i) entitled to immediately institute action against the Customer at the sole expense of the Customer, or (ii) to cancel the agreement and take possession of any goods delivered to the Customer and claim damages, or (iii) to enforce and exercise any *lien* over any item or goods of the Customer on which behalf goods were delivered and or services were rendered and or other goods of the Customer as stated herein until all amount owing by the Customer have been paid in full. These remedies are without prejudice to any other right ECP-AV may be entitled to in terms of this agreement or in law. ECP-AV reserves its right to stop supply immediately on

cancellation or in the event of non-payment.

- 8.12 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.
- 8.13 ECP-AV may enter the Customer's premises to repossess any goods delivered and ECP-AV shall not be liable for any damage relating to the removal of repossessed goods, which might be caused by its agents or representatives.
- 8.14 All goods supplied by ECP-AV will remain the property of ECP-AV until such goods have been fully paid for, whether such goods are attached to other property or not. Upon the delivery or tender thereof, any risk to any goods shall pass to the Customer.
- 8.15 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of ECP-AV. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of ECP-AV in the goods.
- 8.16 If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law, the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to ECP-AV.
- 8.17 The Customer shall be liable to ECP-AV for all legal expenses on the attorney-and-own client scale of an attorney and counsel incurred by ECP-AV in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that ECP-AV may demand.