

# Standard Conditions of Sale

Agreement of sale  
between  
Detron Technology cc  
Reg. No.: 2004/071966/23  
and

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"The Customer"

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Reg. No.

It is of utmost importance to us, to avoid any misunderstandings relating to the important investment you are undertaking. We are committed to retaining you as our valued Customer and therefore special attention should be paid to the following:

## DELIVERY

Legal Delivery shall be effected on signature by the Customer or his Representative on a Detron Technology delivery note / job sheet or upon physical delivery of the goods to the Customer. Detron Technology shall have the right to make part deliveries at its discretion and failure by Detron Technology to make part deliveries or any delivery timeously shall not entitle the Customer to reject the balance of the order. All prices quoted include delivery to site.

## INSTALLATION AND TRAINING

Installation is included in the quotation. Delivery will be affected 6 – 8 weeks from date if financial approval. Commissioning will be 1-2 weeks after delivery of equipment to site. This will depend entirely on the type of equipment installed.

(In acceptance with the ruling regulations of PTT) Detron Technology undertakes to install the quoted PABX and related equipment. Authorisation to undertake the installation is subject to approval of PTT and suitable site accommodation requirements. Detron Technology cannot be held responsible should PTT be unable to supply any of their services. PTT will charge a connection fee for the new PABX. This fee is normally a fixed cost per exchange line and will be reflected on the Customers monthly telephone account.

During connection of the Customers PABX, you may experience a short interruption of service. Detron Technology will advise you in advance of the date and time of this operation. Where "special connection" times (e.g. Saturdays) are requested, Detron Technology and the PTT will endeavour to accommodate these but cannot guarantee their availability. Installation charges are based on the assumption that installation work will proceed without interruption and during normal working hours. Any delays or lost time occasioned by unreasonable interruption will be for the Customers account.

The training programme will be discussed during installation. Any additional training above the standard sessions will be charged at R350.00 per hour.

Prior to installation, the Customer must ensure the following requirements have been met and the information provided to Detron Technology:

A list of extension users by department and extension number •Level of barring or class of service for all extensions  
•Layout of extensions in a plan format •PABX and cable distribution frame location. A dedicated 15 AMP 220V clean supply (or UPS) from the electrical mains to within three meters of the designated or requested PABX location. There should be at least 1 x 15 AMP 220V spare outlet for peripheral equipment if required within 3 meters. A building (not electrical) earth of 2 Ohms or better, terminated in the PABX location/room

The price, unless quoted, as for a standard reticulation includes a cabling allowance of 30 meters or indoor PVC cable from the PABX to each of the attendant consoles, extension points and peripheral equipment. Should the actual cable exceed this distance, an additional amount may be charged.

Should there be any queries with an area of the installation, these should be discussed with the appointed Detron Technology project manager.

## MAINTENANCE / WARRANTY

Maintenance and warranty of the PABX system and equipment offered will be undertaken by Detron Technology and or its duly appointed agents in accordance with stated conditions and costs detailed in the Service Level Agreement (SLA). The SLA is totally independent of any rental agreement. The equipment is warranted for a period of 12 (twelve) months from date of delivery against any defect attributed to faulty workmanship or material, when used correctly under recommended operating conditions and for the application for which it is intended. Detron Technology cannot be held responsible for PTT exchange line defects or wilful damage and neglect.

## PAYMENTS

**Outright Purchase:** When purchasing equipment on a cash basis 50% is required on placement of the order and the balance of 50%, on commissioning of the PABX. Any PTT delays will not affect the payment of any monies due in terms of this Standard Conditions of Sale Agreement. Any additional equipment or labour will be charged separately. All payments shall be made to Detron Technology on delivery. Detron Technology reserves the right to levy interest at 2.5% per annum above the prime overdraft rate charged by First National Bank on any overdue accounts.

**Rental:**

All products rented are discounted through a finance house. Although Detron Technology endeavours to obtain finance on behalf of the Customer, this is not a pre-requisite to validate your order. The clauses detailed in the standard rental document may not be altered under any circumstances. Full financial information, such as banking details, identification numbers, directors and shareholders details, etc. are required in order to expedite proceeding by the finance house. In some cases sureties and balance sheets may be required, which will be treated in the strictest confidence.

**PRICE BASIS**

**Value Added Tax:** All prices quoted are exclusive of VAT. The statutory tax ruling at time of the invoice(s) will be fore the Customers account.

**Exchange Rate:** A number of the Detron Technology products are imported. The Customer accepts liability for any increase in exchange rates between the quoted Rate of Exchange and the prevailing rate at date of Delivery of the Customers order to site. If requested a forward cover contract can be facilitated to peg pricing.

**OWNERSHIP**

Notwithstanding physical or legal delivery it is express condition of any agreement concluded between the Customer and Detron Technology that equipment shall remain the absolute property of Detron Technology until such time as the Customer has made full payments to Detron Technology. Detron Technology reserve the right to repossess any equipment for which full payment has not been received. On rental Agreements, ownership shall not pass to the Customer on completion of the initial rental period, and any representation made whatsoever to the contrary shall not be binding on Detron Technology unless written notification is received from the finance house.

**CANCELLATION OF ORDERS**

Signature by both parties of the agreement gives rise to a binding contract. Should cancellation be accepted by Detron Technology the following terms and conditions are applicable:

Prior to installation of equipment, the Customer will be liable for payment of 25% of the contracted price.

After installation of equipment, the Customer will be liable for 25% of the contracted price as well as the costs for the installation and de-installation of the equipment.

For the purposes of this paragraph the contracted price shall mean either the cash price accepted in this quotation, or 15 (fifteen) times the quoted monthly rental amount accepted.

**INSURANCE**

The risk in the goods will pass to the Customer upon actual delivery being affected to the Customer. It must be noted that lightning is not covered during your warranty period or subsequent maintenance agreement period and we require confirmation of insurance cover in this area on an all risk basis, with lightning cover specified, pending receipt of the purchase price in full.

**GENERAL**

Detron Technology shall not be held responsible for any loss or damage (actual or consequential) however caused to the property or person of the Customer or any third party. The Customer hereby indemnifies Detron Technology against any claim arising from the equipment or service rendered or use of the equipment which may be made by any other person against Detron Technology.

The signatory/ies in the case of a registered company must be empowered as being duly authorised to sign the purchase order documents by means of a signed resolution of the board of directors of the company.

The terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation or consensual shall be of any force and effect unless reduced to writing and signed by both the Customer and Detron Technology.

The Customer hereby consents to the jurisdiction of the Magistrates Court Act No. 32 of 1994 as amended, in respect of all amounts or causes of action arising out of the sale and supply of equipment notwithstanding the fact that the amount would normally exceed the jurisdiction.

The Customers address on the schedule hereto shall be the domicilium citandi et executandi for all purposes under this contract.