



STANDARD TERMS AND CONDITIONS

- 1 In these terms and conditions, the goods means, the goods as indicated on any of the forms, price lists, quotations, orders and/or invoices of the Supplier (hereinafter, "Box Office Computers CC") and the customer accepts these terms and conditions as read with any other terms and conditions recorded on any of Box Office Computers CC's forms, price lists, quotations, orders and/or invoices.
- 2 **PRICES AND QUOTATIONS**
 - 2.1 The purchase price of the goods sold or services rendered shall be the usual price as set out in the Box Office Computers CC price list at the time of the sale of the goods.
 - 2.2 Box Office Computers CC has the right to change the prices of the goods from time to time without prior notice to the customer.
 - 2.3 All quotes remain valid for 7 (seven) days from the date of the quote, or until the date of issue of a new price, whichever occurs first. Validity of any price quoted is subject to availability.
 - 2.4 Any quote may be changed at any time in the event of any increase in the cost price of the goods, including currency fluctuations. Price increases will only be effected if the goods have not yet been dispatched to the customer.
- 3 **PAYMENT**
 - 3.1 The customer shall pay the amount on the tax invoice at the offices of Box Office Computers CC. Payment is due immediately, unless prior arrangements have been agreed upon by both parties.
 - 3.2 Where the customer uses a postal service to deliver or return goods such postal services shall be deemed to be the agent of the customer. Likewise, where the customer uses internet banking, the bank shall be deemed to be the agent of the customer.
 - 3.3 The customer has no right to withhold payment or make set offs or deductions from any payment due by it for any reason whatsoever. No extension of payment of any nature will be granted unless reduced to writing and signed by the customer and a duly authorised representative of. Box Office Computers CC
 - 3.4 Box Office Computers CC shall have the right to suspend deliveries and to exercise its rights in terms of clause 4 if any amount due by the customer is unpaid.
 - 3.5 If any amount owed is not settled in full (a) on due date (b) on demand, Box Office Computers CC is entitled to, without prejudice to any of its rights;
 - 3.5.1 immediately institute action against the customer and/or
 - 3.5.2 cancel the sale and take possession of any goods delivered to the customer, including goods sold or disposed of by the customer which have not been paid for in full, and claim damages.
 - 3.6 Should any amount not be paid by the customer on due date, the full outstanding amount in respect of all purchases by the customer shall become due and payable, and the customer shall be liable to pay interest in respect of amounts unpaid at the rate of 2% (two per cent) per month in accordance with Regulation 42(1) Table A, to the National Credit Act 34 of 2005 (being the interest rate permitted to be charged in respect of incidental credit agreements) calculated monthly in arrears from the date on which such payment became due to the date of full and final payment thereof.
 - 3.7 Should the customer effect payment by way of cheque, the cheques are to be crossed and marked "Not Transferable", and shall be made payable to Box Office Computers
 - 3.8 Notwithstanding anything to the contrary herein contained, or by virtue of past conduct, payment will only be deemed to have been made upon the customer's bankers effecting payment of the cheque or electronic funds transfer and the proceeds thereof being cleared into the banking account of Box Office Computers CC.
 - 3.9 Box Office Computers CC shall not bear any risk associated with the cheques, and all risk of whatsoever nature attaching to the cheque, or by virtue of payment by way of cheque, including, but without limitation, loss, theft, fraud and counterfeiting shall vest with the customer.
 - 3.10 In the event of it having been agreed that the relevant goods supplied to the customer shall be delivered in more than one consignment, each consignment shall be deemed to be a separate sale divisible from the others and the customer shall be liable to pay the purchase price in respect of each such consignment on due date. The validity of the sale of each consignment shall in no way be affected in the event of the sale of any other consignment falling through for any reason whatsoever.

4 WITHDRAWAL OF CREDIT FACILITIES

- 4.1 Box Office Computers CC's decision to grant credit facilities to the customer and the nature and extent thereof is at the sole discretion of Box Office Computers CC.
- 4.2 Box Office Computers CC reserves the right to withdraw, increase or decrease any credit facilities at any time without prior notice.

5 ORDERS

- 5.1 The customer hereby confirms that the goods and services on the tax invoice issued duly represent the goods and services ordered by the customer at the prices agreed to by the customer and where performance/delivery has already taken place that the services and goods 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.
- 5.2 Box Office Computers CC. will accept all written and oral orders. All such orders and any variations to orders will be binding, subject to these standard terms and conditions and may not be varied or cancelled without prior written consent from Box Office Computers CC. Box Office Computers CC will not be responsible for any errors or misunderstandings occasioned by the customer's failure to make the order in writing.
- 5.3 Orders shall constitute irrevocable offers to purchase the goods in question at the usual prices of Box Office Computers CC as at the date when the customer places the order of the goods, subject to clause 2.4 above, and shall be capable of acceptance by Box Office Computers CC by the delivery of the goods, written acceptance or confirmation of the order.
- 5.4 Any order marked for "Collections" and not collected within 3 days of placing the order will automatically be credited back into the system.

6 CONDITIONS OF DELIVERY AND/OR COLLECTION

- 6.1 Any delivery note (copy or original) signed by the customer and/or its authorised representative and/or its nominated agent and held by Box Office Computers CC, shall be *prima facie* proof that delivery was made to the customer.
- 6.2 Box Office Computers CC shall be entitled to split the delivery of the goods ordered in the quantities and on the dates it decides with the prior consent of the customer, which consent shall not be unreasonably withheld.
- 6.3 In the event of the customer choosing to engage its own third party to transport the goods, the customer indemnifies Box Office Computers CC against any claims of any nature whatsoever that may arise from such an agreement.
- 6.4 Box Office Computers CC is entitled to engage a third party on its behalf to transport all goods purchased by the customer to the delivery address stipulated by the customer.
- 6.5 Should the customer wish to receive delivery of the goods by a more expensive method of transportation than that normally used by Box Office Computers CC, the customer shall make such request in writing and, in the event that Box Office Computers CC agrees to arrange such special delivery the additional charges shall be debited to the customer's account and shall be payable by the customer.
- 6.6 Time shall not be of the essence insofar as an accepted order relates to deliveries or collections and Box Office Computers CC does not guarantee that the goods will be dispatched or delivered on any particular date and time. Delivery or collection shall be at a time, date and place suitable to both parties and subject to prior arrangement between the parties.
- 6.7 The customer shall have no claim against Box Office Computers CC in respect of any loss occasioned by any reasonable delay in dispatch or delivery of any goods ordered and/or services rendered, nor may the customer cancel any order by reason of such reasonable delay.
- 6.8 Short deliveries must not be accepted and all the goods must be given to the driver of the delivery vehicle for return to the company.
- 6.9 Goods received in a damaged condition must either be rejected or accepted and a note of the item and type of damage made on the front of the invoice. Where the goods are rejected, the entire delivery must be returned as per 6.8, above.
- 6.10 All goods taken on an evaluation, approval, demonstration basis or all goods taken on consignment by the customer are deemed sold to the customer within 5 (five) working days of issue if not returned to Box Office Computers CC in a perfect condition in the original packaging and with all accessories and manuals intact.
- 6.11 Box Office Computers CC reserves the right to charge delivery charges, as and when necessary (R150 delivery charge for any order under R1 000).
- 6.12 Should the customer defer acceptance of the goods and/or postpone delivery or collection when Box Office Computers CC is ready for such delivery or collection to take place, or tenders such delivery or collection, the customer shall be liable for payment of the goods as

if acceptance had not been deferred or delivery had not been postponed, and in addition thereto, the customer shall be liable for all costs of storage and insurance pertaining thereto.

7 OWNERSHIP AND RISK

- 7.1 All risk in and to all goods sold by Box Office Computers CC to the customer shall pass to the customer on delivery thereof. Ownership in all goods sold and delivered shall remain vested in Box Office Computers CC until the full purchase price has been paid, and in the event of a breach of these terms and conditions by the customer, or if the customer is sequestered or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgement granted against it within 7 (seven) days of the date of judgement or changes the structure of its ownership, Box Office Computers CC shall be entitled to take possession of the goods without prejudice to any further rights vested in Box Office Computers CC, and is hereby irrevocably authorised to enter upon the customer's premises to take possession of such goods without a Court order.
- 7.2 Goods in the possession of the customer bearing Box Office Computers CC's name, trademark, labels and/or serial no are deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be re-possessed by Box Office Computers CC in terms of paragraph 7.1 above. The customer shall fully insure the goods purchased from Box Office Computers CC against loss or damage until the customer has paid the full purchase price for such goods. Pending payment to Box Office Computers CC for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods shall be ceded to Box Office Computers CC.
- 7.3 The customer shall inform the landlord of the premises at which the goods are kept that such goods are the sole and absolute property of Box Office Computers CC until such time as the customer has paid the full purchase price to Box Office Computers CC.

8 SUSPENSION AND CANCELLATION IN THE EVENT OF NON-PAYMENT

- 8.1 Notwithstanding anything to the contrary herein contained, Box Office Computers CC shall be entitled to suspend, delay and/or cancel delivery of all or any goods and/or services ordered by the customer, and/or to vary the terms and conditions of payment hereof by insisting upon advanced payments in respect of any goods supplied by Box Office Computers CC to the customer in the event that the customer falls in arrears with payment due to Box Office Computers CC, or breaches any term or condition herein contained, or commits any act of insolvency, or is declared by any competent court to be insolvent, or is placed under an order of sequestration, judicial management and/or liquidation (whether provisional or final) and/or is subject to a resolution passed to enable the customer to be wound up and/or dissolved.

9 BREACH OF CONTRACT

- 9.1 In the event of a breach by the customer, should the customer fail to remedy such breach within 48 (forty eight) hours after receipt of notice to that effect from Rocket Science, or should the customer repeatedly breach this agreement in such manner that the customer's conduct is inconsistent with the intention or ability of the customer to carry out the terms of the agreement, or if the customer is sequestered or placed under liquidation or enters into judicial management or any act of insolvency or enters into a compromise with its creditors or fails to satisfy a judgement granted against it within 7 (seven) days of the date of judgement or changes the structure of its ownership, Box Office Computers CC shall be entitled without prejudice to its rights in law to:
- 9.1.1 claim immediate payment of the outstanding balance together the interest and all amounts owing or claimable by it, irrespective of whether or not such amounts are due at that stage; or
- 9.1.2 take repossession of the goods in terms of an attachment order, retain all payments already made in terms hereof by the consumer and to claim as liquidated damages, payment of the difference between the balance outstanding and the market value of the goods, which amount shall be immediately due and payable.
- 9.2 If Box Office Computers CC elects to enforce the Agreement, a notice will be sent to the consumer which will set out:
- 9.2.1 the details of the consumer's default;
- 9.2.2 the period within which the consumer is required to rectify the default; and
- 9.2.3 the consumer's rights to refer the agreement to a debt counsellor, alternative dispute resolution agent, Consumer Court or an Ombud with jurisdiction, with the intention of resolving any disputes or developing and agreeing on a plan to bring the payments under the agreement up to date.

10 LEGAL PROCEEDINGS

- 10.1 These terms and conditions shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.
- 10.2 Box Office Computers CC shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought exceeds the jurisdiction of the Magistrate's Court be entitled to institute action out of such court.
- 10.3 A certificate issued and signed by any director or manager of Box Office Computers CC, whose authority need not be proved, in respect of any indebtedness of the customer to Box Office Computers CC or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that such goods were sold and delivered, shall be *prima facie* proof of the customer's indebtedness to Box Office Computers CC and *prima facie* proof of delivery of the goods in terms of this contract.
- 10.4 Where the quantum of Box Office Computers CC's claim is thereafter disputed by the customer, the customer shall bear the onus of proving that such amount is not owing and/or due and/or payable.
- 10.5 Any print out of computer evidence tendered by Box Office Computers CC shall be admissible evidence and the customer shall not be entitled to object to the admissibility of such evidence purely on the grounds that such evidence is computer evidence.
- 10.6 The customer and/or the surety and co-principal debtor's address in Section A, of the credit application form shall be recognised as the customer's *domicilium citandi et executandi* for all purposes in terms of this contract whether in respect of the serving of any court process, notices that payment of any amount or communications of whatever nature.
- 10.7 The customer and/or the surety and co-principal debtor(s) declare their understanding of the phrase *domicilium citandi et executandi* to be the place at which a summons or any legally required notices can be served on it should a dispute arise. It is further understood that as this address has been agreed to, and it cannot later be claimed that he documentation in question was not received as it was served at an incorrect address.
- 10.8 In the event of the customer breaching any of its obligations and/or failing to timeously make payment of any amount to Box Office Computers CC, the customer agrees to pay, and shall be liable to pay, all legal costs incurred by Box Office Computers CC in enforcing its rights in terms of these terms and conditions on the attorney/own client scale including collection charges, tracing agent's fees, air fares and export fees.
- 10.9 Any document will be deemed duly received by the customer within:
- 10.9.1 3 (three) working days of pre-paid registered mail to any of the customer's business or postal addresses or the *domicilium* address of the customer, or to the personal address of any director, member or owner of the customer; or
- 10.9.2 24 (twenty-four) hours of being faxed to any of the customer's fax numbers or any director, member of owner's fax numbers; or
- 10.9.3 on being delivered by hand to the customer or any director, member of the customer; or
- 10.9.4 48 (forty-eight) hours if sent by overnight courier; or
- 10.9.5 24 (twenty-four) hours of being telexed to the customer's telex number.
- 10.10 The customer agrees that neither Box Office Computers CC nor any of its employees will be liable for any negligent or innocent misrepresentations made to the customer, nor shall the customer be entitled to resile from these terms and conditions on those grounds.

11 ARBITRATION

- 11.1 Box Office Computers CC may refer any dispute arising from or in connection with this contract to arbitration which arbitration award shall be final and binding on the customer and Box Office Computers CC.
- 11.2 The arbitrator will be a person agreed upon by the parties or failing agreement, appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute or issue in accordance with the Rules of the Arbitration Foundation of SA.
- 11.3 The arbitration must be held at the place and in accordance with whatever procedures, the arbitrator considers appropriate.

12 NEGOTIABLE INSTRUMENTS

- 12.1 Acceptance of a negotiable instrument from the customer shall not be deemed to be a waiver of Box Office Computers CC's rights under this contract. In relation to cheques furnished by the customer to Box Office Computers CC, the customer waives its right to insist on notice of dishonour or protest being given to it on the event that the cheque is dishonoured.

13 RETURNED GOODS

- 13.1 Box Office Computers CC is under no obligation to accept the return of goods, the customer may apply to Box Office Computers CC for permission to return goods and if written permission is given -
- 13.2 the customer may return any defective goods to the premises of Box Office Computers CC or its nominee at the customer's own cost.
 - 13.2.1 any item delivered to Box Office Computers CC will form the object of a pledge in favour of Box Office Computers CC for present and past debts of the customer to Box Office Computers CC and Box Office Computers CC will be entitled to retain such pledge as a value determined as follows:
 - 13.2.1.1 the difference between the selling price and the value of the goods at the time that the debt became due.
 - 13.2.1.2 the value of any repossessed goods or retained pledge goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuator will be *prima facie* proof of the value.
 - 13.2.2 in the event of a cancellation of an order by the customer for goods accepted for return by Box Office Computers CC, Box Office Computers CC reserves the right to charge a handling fee of up to 15% (fifteen percent) on the value of the order cancelled or goods returned.
- 13.3 Box Office Computers CC will follow the policies on any returned and/or faulty goods as prescribed by the vendor responsible for the brand of goods. Details of prescribed vendor policies are obtainable from Box Office Computers CC.

14 WARRANTIES AND INDEMNITIES

- 14.1 Goods may be guaranteed under the manufacturer's product specific warranties only, and all other guarantees and warranties including common law guarantees and warranties in relation to goods and services are hereby specifically excluded by Box Office Computers CC
- 14.2 All guarantees are immediately null and void should any equipment be tampered with or should the "seals" on the equipment be broken by anyone other than Box Office Computers CC or its appointed nominee, or should the goods be operated outside the manufacturer's specifications.
- 14.3 To be valid, guarantee claims must be supported by the original tax invoice and the goods must be in their original packaging and must be accompanied by all accessories and manuals must be intact. All items must be returned in "as new" condition.
- 14.4 No warranties whether express or implied shall apply, other than those provided in this contract. Box Office Computers CC specifically disclaims the implied warranty of merchantability and fitness for a particular purpose. No representation or warranty, including but not limited to statements of capacity, suitability for use or performance made by employees of Box Office Computers CC shall be considered to be a warranty by Box Office Computers CC. Any such statements made shall not give rise to any liability of whatsoever nature on the part of Box Office Computers CC, its employees, subcontractors or subsidiaries. Box Office Computers CC will not be liable to the customer for any loss, damage or expense of any nature, whether direct, special, indirect or consequential, including but not limited to loss or profits arising out of Box Office Computers CC's performance or customers' use of the goods or services rendered.
- 14.5 The customer waives all and any claims it may have against Box Office Computers CC for all and any loss of profit, loss, damage, injury and/or death in respect of the life, limb and/or property of the customer, its employees, students, contractors, consultants, or any other person in any way affiliated or associated with the customer, from whatsoever cause arising including, but not limited to, claims associated with the use, administration, handling, storage, maintenance and/or repair of the goods and/or equipment supplied by Box Office Computers CC to the customer as well as claims associated with any of the services provided by Box Office Computers CC.
- 14.6 The customer indemnifies and holds Box Office Computers CC (including its employees, subcontractors or subsidiaries) harmless against all claims of whatsoever nature that may be brought or threatened against Box Office Computers CC by any third party arising from or in connection with any defect, latent or otherwise in any goods supplied and/or services rendered by Box Office Computers CC and including, but not limited to claims associated with loss of profits, loss, damage, injury and/or death in respect of the life, limb and/or property suffered and/or sustained by any third party.
- 14.7 The aforesaid indemnities shall include payment by Box Office Computers CC of legal fees to its attorneys on an attorney and client scale in contesting any such action.
- 14.8 The aforesaid indemnities shall further extend to cover Box Office Computers CC against any loss and/or damage which it may suffer or sustain by virtue of it supplying goods and/or services to any person or entity whomsoever on the strength of any purchase order purporting to be an order by the customer for goods and/or services, notwithstanding that

the person placing such an order was without authority to do so.

- 14.9 The customer shall not duplicate copyrighted material. In the event of the customer duplicating copyrighted material, each attempt to do so will immediately render the full prevailing price in respect thereof payable to Box Office Computers CC.
- 14.10 Notwithstanding the above, the customer is reminded of rights it may have in terms of the Consumer Protection Act 68 of 2008 insofar as quality of goods and services are concerned.

15 REPAIRS

- 15.1 Box Office Computers CC's liability in terms of a manufacturer's warranty is restricted to, in Box Office Computers CC or the manufacturer's discretion, the cost of repair or replacement of faulty goods or services or the granting of credit.
- 15.2 In the case of repairs undertaken by Box Office Computers CC repair quotes given are merely estimates and are not binding on Box Office Computers CC.
- 15.3 The customer hereby agrees that any item returned for a repair may be sold by Box Office Computers CC to defray the cost of such repair if the item remains uncollected for a period of 30 (thirty) days after the repairs have been completed.

16 GENERAL

- 16.1 Box Office Computers CC reserves the right in its sole discretion to vary or amend these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on the customer from the time that the customer is notified thereof.
- 16.2 This contract represents the entire agreement between Box Office Computers CC and the customer and shall govern all future contractual relationships between Box Office Computers CC and the customer.
- 16.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing. No agreement, whether consensual or unilateral or bilateral, purporting or obligating Box Office Computers CC to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a member of Box Office Computers CC.
- 16.4 No relaxation, indulgence, latitude, extension of time or the like which Box Office Computers CC may grant the customer shall prejudice or be deemed to be a novation or waiver of any Box Office Computers CC's rights in terms of these terms and conditions, nor may it operate as an estoppel against Box Office Computers CC.
- 16.5 The customer shall not cede its rights nor assign its obligations under these terms and conditions.
- 16.6 Box Office Computers CC shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this terms and conditions to any third party without prior notice to the customer.
- 16.7 The customer undertakes to notify Box Office Computers CC in writing within 7 (seven) days of any change of address or change of in director, shareholder, address or the information as set out in this contract.
- 16.8 The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this contract.
- 16.9 Each of the terms herein shall be separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.
- 16.10 The customer undertakes to inform Box Office Computers CC in writing at least 14 (fourteen) days prior to the intended selling or alienating of the whole of or any part of the customer business and failure to do so will constitute a material breach of any agreements with such customer and shall entitle Box Office Computers CC to cancel such agreements by means of written notice to the customer.

17 DISCLOSURE OF PERSONAL INFORMATION

- 17.1 The customer understands that the personal information given in the credit application form is to be used by Box Office Computers CC for the purposes of assessing credit worthiness. The customer confirms that the information given in the credit application form (if applicable) is accurate and complete. The customer further agrees to update the information supplied as and when necessary in order to ensure the accuracy of the above information failing which Box Office Computers CC will not be liable for inaccuracies.
- 17.2 Box Office Computers CC has the customer's consent at all times to contact and request information from any persons, credit bureau or businesses including those mentioned in the credit application form and to obtain any information relevant to the customer's credit assessment, including but not limited to information regarding the amounts purchased from suppliers per month, length of time customer has dealt with each supplier, type of goods purchased and manner and time of payment.

17.3 The customer agrees and understands that information given in confidence to Box Office Computers CC by a third party on the customer will not be disclosed to the customer.

17.4 The customer hereby consents to and authorises Box Office Computers CC at all times to furnish credit information concerning the customer's dealing with Box Office Computers CC to one or more credit bureaux and to any third party seeking a trade reference regarding the customer in his dealings with Box Office Computers CC.

18 LIMITATION AND EXCLUSION OF LIABILITY

18.1 In the event of Box Office Computers CC being unable to deliver some or all of the goods and/or perform some or all of the services for any reason, or due to any impossibility, including and without being limited to lack of instructions from the customer, stock shortages, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, Box Office Computers CC may in its sole discretion, cancel the whole or any part of the agreement forthwith.

18.2 In the event of such cancellation as aforesaid, Box Office Computers CC shall not be liable to the customer for any loss and/or damage whether in contract or delict, (including, without being limited thereto, any loss of profits) thereby caused.

18.3 Box Office Computers CC shall under no circumstances whatsoever be liable to the customer for any loss and/or damage (consequential or otherwise) as a result of an act or omission on Box Office Computers CC's behalf howsoever caused by or arising out of, and the customer indemnifies Box Office Computers CC against all and any claims in this regard.

18.4 Box Office Computers CC shall not be liable to the Customer or any third party, except as is expressly provided for in these Terms and Conditions. Box Office Computers CC does not accept liability for any loss or damage of whatsoever nature and/or however arising including consequential or incidental loss or damage which shall include but shall not be limited to loss of property or profit, business, goodwill, revenue, data or anticipated savings or any costs, claims or demands of any nature, arising directly or indirectly out of the provisions of Services, the use, access, withdrawal or suspension or out of any information or materials provided or not provided as the case may be.