

# Terms and Conditions

Compu Cable Projects CC  
(Registration Number: 1999/038483/23)  
*Domicilium* address: 1028 Pretorius Street, Hatfield, Pretoria  
(Hereinafter referred to as the 'Supplier')

1. Interpretation:
  - 1.1. Agreement herein shall refer to this policy, together with any invoices, purchase orders and/or other documents between the Supplier and the Client.
  - 1.2. All word and/or phrases contained in this Agreement shall, as far as possible and with the exceptions specifically defined herein, have the usual dictionary definition assigned to it, unless such definition would be inconsistent with the context within which the word and/or phrase is used, or would result in absurdity or ambiguity.
  - 1.3. Where a word and/or phrase is used in a context requiring a technical definition to be ascribed thereto, without such definition being specifically defined herein, such technical definition shall be assigned to the word and/or phrase as far as possible.
  - 1.4. This Agreement refers to the full Agreement contained in this document, as well as any further Addendums entered into by the Debtor and Creditor with a view of specifically amending or extending this Agreement.
  - 1.5. Any interpretation of this Agreement must serve to promote the validity, rather than invalidity, thereof.
  - 1.6. Where any term, condition and/or clause of this Agreement has more than one possible interpretation, the interpretation favouring the Creditor must be used.
  - 1.7. The *contra proferentem* rule does not find application in terms of this Agreement.
  - 1.8. Where any part of this Agreement becomes illegal, unenforceable and/or *contra bonos mores* such part must as far as possible be severed from this Agreement to promote the validity and continuity of the remainder of this Agreement.
  - 1.9. Should any part of this Agreement be severed, as per above, that portion of the Agreement will be governed by the prescripts of the law, or the *naturalia*, to ensure the validity and continuity of the remainder of this Agreement.

1.10. For the purposes of this Agreement 'Supplier' will be deemed to be Compu Cables CC, with the Registration Number: 1999/038483/23 and *domicilium* address 1028 Pretorius Street, Hatfield, Pretoria and shall include any of Compu Cable CC's employees, directors, agents and/or members.

1.11. For the purposes of this Agreement 'Client' will be deemed to be any person, natural or juristic, who purchases any goods and/or services from the Supplier, and shall include account and retail users of the Suppliers goods and services.

1.12. Any headings and/or paragraphs contained herein are merely included to assist in the understanding and/or legibility of this Agreement, and should have no effect in the interpretation thereof.

## 2. Applicability:

2.1. This Agreement shall apply to the sale of any and all goods, as well as the supply of any and all services, provided by the Supplier to the Client, whether same was obtained from the Supplier electronically, via its website or any other electronic means, or physically, at either the Supplier's *domicilium* address or any other address provided herein.

2.2. This Agreement shall apply to any person, whether natural or juristic, who makes use of the goods and/or services supplied by the Supplier.

2.3. The details, including the name, Identity/Registration Number, and registered address of the Client will be collected by the Supplier during the Client completing an order request form, whether such request form is completed electronically, via the Supplier's website or via email, physically, at the Client's store, or telephonically.

2.4. This Agreement will come into force once an order request form has been received by the Supplier, with the Supplier making the acceptance of the terms hereof required for the submission of the order request form.

2.5. A copy hereof shall be available to the Client on the Suppliers website and in written form upon request from the Client.

## 3. Pricing structures:

3.1. Clients who have applied and been accepted to have standing accounts with the Supplier will be known as 'Account Clients', and will be entitled to receive discount in the pricing of the Supplier's goods and/or services.

3.1.1. The discount offered by the Supplier shall fall within the Suppliers exclusive discretion, and the Supplier shall not be required to present any Client, whether retail or account, with any discount.

3.1.2. The Supplier shall have exclusive discretion in accepting and/or providing any Client with a standing account, and shall be guided

by the following factors, provided that the Supplier shall be under no obligation to provide any Client with a standing account:

- 3.1.2.1. The duration of the relationship between the Client and the Supplier;
      - 3.1.2.2. The Client's creditworthiness;
      - 3.1.2.3. The annual commercial value of business supplied by the Client to the Supplier;
      - 3.1.2.4. The Client's historic repayment pattern for goods and services purchased from the Supplier; and
      - 3.1.2.5. Any other factors deemed by the Supplier to be relevant in the accepting and/or providing of a standing account to any Client.
    - 3.1.3. The Supplier retains the right to, at any stage, revoke any Client's standing account and to request full payment of any amount due and owing by such Client at such stage.
    - 3.1.4. The Client hereby grants the Supplier the right to review its credit record at any Credit Bureau with a view of extending a line of credit to the Client.
  - 3.2. Any Client which does not qualify as an Account Client shall be deemed to be a 'Retail Client' and shall be required to pay normal retail prices quoted on any goods and/or services.
4. Prices and availability of goods:
- 4.1. The price displayed on any quotation will be deemed to be the retail price of any such good and/or service.
  - 4.2. A Client seeking discount shall be required to request discount from the Supplier, and any such discount provided shall be deemed to be valid and/or effective only if reflected on the quotation provided to the Client by the Supplier.
  - 4.3. The prices quoted shall be exclusive of delivery charges.
  - 4.4. The images of any goods displayed on the Supplier's website shall be for illustration purposes only, and the Client acknowledges and understands that the final product received by differ from the item displayed.
  - 4.5. The prices quoted to a Client will depend on the USD to ZAR exchange rate, and the price provided on any quotation may differ from the final price charged to the Client, based on fluctuations in the aforesaid exchange rate.

- 4.5.1. The final price of any good or service shall be the price displayed on the tax invoice presented to the Client.
  - 4.5.2. The Client acknowledges and understands that any delay in accepting the quotation may result in the price of the goods and/or services quoted therein changing.
  - 4.5.3. The Client shall be entitled to request an updated quotation, based on the prevailing market exchange rate, at any time prior to accepting the quotation.
  - 4.5.4. The Client acknowledges and understands that the exchange rate is not within the control of the Supplier and as such the price on the final tax invoice due and payable by the Client may differ from the price provided in the quotation, regardless of the period which has lapsed between the quotation being issued and the final tax invoice being presented to the Client for payment.
- 4.6. The prices quoted to the Client will depend on the stock availability of Third Party or affiliate suppliers.
    - 4.6.1. The Supplier undertakes every reasonable effort to ensure accurate pricing is presented to Clients at time of ordering.
- 4.7. Retail Clients understand and agree that any goods and/or service shall only be ordered and/or supplied upon the final tax invoice being settled in full, alternatively a reasonable deposit having been received by the Supplier.
  - 4.8. The Clients understand and acknowledge that any goods are subject to the availability of stock, and should an unavailability arise at any time after the said goods have been ordered by the Client, the Supplier will notify the Client of the unavailability of stock as soon as reasonably possible.
  - 4.9. Should the Supplier detect an error in any pricing, the Client will be notified of said error as soon as reasonably possible, and provide the Client with the option of reconfirming the order at the corrected price.
    - 4.9.1. Should the Client fail and/or neglect to reconfirm the order within 10 (Ten) business days after the corrected price having been communicated, the order will automatically be cancelled and the Client will be refunded any amount which has already been paid for the goods so cancelled.
  - 4.10. The Supplier reserves the right to increase the price of any goods and/or services at any time without prior notice to the Client, regardless of whether the Client is deemed a Retail Client or Account Client.

5. Placing and acceptance of orders:

5.1. The Supplier will accept any written and verbal orders, including orders received and/or placed via the Supplier's website.

5.1.1. In the event of a verbal order, or an order received and/or place via the Supplier's website, the Supplier reserves the right to request the Client to confirm said order in writing prior to the acceptance thereof.

5.2. The Client acknowledges and agrees that the responsibility for confirming the correctness and validity of the order rests with the Client, and hereby indemnifies the Supplier of any and all liability with regards to incorrect orders, including, but not limited to, incorrect goods, incorrect quantities and/or incorrect specifications.

5.3. The Supplier reserves the right to cancel any order, and/or return any goods, which have not been collected within 7 (Seven) days from the Client being notified that said goods are ready for collection.

5.4. The Supplier reserves the rights to require the Client, whether the Client is deemed to be an Account Client or Retail Client, to pay either a deposit or the sum total of the estimated order value prior to an order for non-standard goods being accepted and/or processed.

5.4.1. Should the Client, at any time after the order has been accepted and/or processed, cancel any order for non-standard goods, or any part of such order, the Supplier shall be entitled to charge the Client a reasonable penalty fee in terms of the Consumer Protection Act 68 of 2008 and the Electronic Communications and Transaction Act 25 of 2002, which shall be calculated as follows:

5.4.1.1. If the order is cancelled after 20% of the order  
being accepted, but before being processed value

5.4.1.2. If the order is cancelled after 35% of the order  
being processed, but before the final supplier order is placed value

5.4.1.3. If the order is cancelled after the 50% of the order  
final supplier order is placed, but value  
before the goods are received

5.4.1.4. If the order is cancelled after the 100% of the order  
goods are received value

5.5. The Client understands and agrees that, due to the nature of services, same cannot be returned and/or cancelled after the service has been provided.

6. Payment:

6.1. Goods and/or services for Retail Client shall be ordered and/or supplied upon the final tax invoice for said goods and/or services being settled in full.

6.1.1. The Supplier shall, in its sole discretion, accept Cash on Delivery depending on the value of the goods and/or service ordered, the relationship between the Client and the Supplier, and the aggregate value of the business provided by the Client to the Supplier in this preceding year.

6.2. Account Clients agree and undertake to settle any and all accounts in full, and free of any deductions and set-offs, within 30 (Thirty) days of said account being presented.

6.2.1. Should the Client fail, refuse and/or neglect to make payment of the account within the required 30 (Thirty) days, the Supplier reserves the right to revoke the credit facility extended to the Client in full.

6.2.2. If the credit facility extended to a Client is revoked for any reason, the full amount outstanding by said Client shall become immediately due and payable.

6.3. Any and all payments due to the Supplier can be made as follows:

6.3.1. Via EFT (Electronic Funds Transfer) to the banking details reflected on the tax invoice presented to the Client;

6.3.2. Via card at any of the Suppliers branches; or

6.3.3. Via cash through a direct deposit at any bank.

6.3.4. Cheques shall not be accepted as a valid form of payment.

6.4. Every Client, regardless of whether the Client is deemed to be a Retail Client or Account Client, will be provided with a tax invoice upon delivery of any goods and/or services.

6.5. No extensions and/or indulgences granted by the Supplier to any Client shall be of any force and effect, unless same is reduced to writing and signed by the Supplier.

6.6. Should the Client, regardless of being a Retail Client and/or Account Client, fail, refuse and/or neglect to make payment of any amount owing timeously,

the full amount outstanding in respect of any and all purchases shall become due any payable immediately.

- 6.6.1. The Supplier shall be entitled to raise interest equal to 3% + the prime lending rate on any such outstanding amount, which interest shall be calculated daily and compounded monthly from date of arrears arising to date of final payment, both dates inclusive.
- 6.7. Should the Client, whether deemed to be a Retail Client and/or Account Client, fail to make payment timeously in terms of this Agreement, the Supplier shall have the right to institute further legal action against the Client for the recovery of any and all outstanding amounts.
  - 6.7.1. The Client acknowledges and agrees that it shall be liable for the costs associated with such legal action on a scale as between Attorney-and-Client.
  - 6.7.2. The Client selects as its *domicilium citandi et executandi* that delivery address provided for any goods and/or service, unless the Client expressly and in writing informs the Supplier of an alternative *domicilium* address.
  - 6.7.3. The Client acknowledges and agrees to the jurisdiction of the District Magistrates' Court.
  - 6.7.4. The Client acknowledges and agrees that the full Agreement was entered into at and that the entire cause of action arose at the offices of the Supplier.
- 6.8. The Client acknowledges and agrees that the Supplier may, in the event of any amount not being paid timeously when such is due and owing, list the Client as a defaulter with the relevant credit bureau in line with Regulation 19(4) of the National Credit Act 34 of 2005.
- 6.9. The Client expressly acknowledges and agrees that the Supplier shall remain the rightful owner of any and all goods and/or services provided, and retain a lien over said goods, until the Client has made full payment of any and all amounts due and owing by to the Supplier in respect of such goods and/or services.
- 6.10. The above shall not be deemed to derogate, detract from and/or invalidate any other rights which the Supplier may have in law.

## 7. Delivery:

- 7.1. Retail Clients hereby acknowledges and agrees that any and all goods will only be released upon full and final payment having been received by the Supplier.

- 7.2. The Client shall sign a Delivery Note, or similar documents, recording the date and time of delivery of any goods and/or services by the Supplier, which shall be deemed to be *prima facie* proof of delivery.
  - 7.2.1. The signature of any employee, contractor and/or representative of the Client on said Delivery Note shall be deemed to have been made with the required authority.
  - 7.2.2. By signed the Delivery Note, the Client acknowledges and agrees that that the quantity, quality and specifications of the goods and/or services conforms to the order which was placed and that the goods and/or services are free from any defects.
- 7.3. The Client acknowledges and agrees that the Supplier is entitled to charge a delivery fee.
  - 7.3.1. The Client may request the Supplier to appoint a third party agent for delivery at the cost of the Client.
  - 7.3.2. The Client acknowledges and agrees that, should the services of a third party agent be utilized for delivery, the Client will be liable for any costs incurred and will assume all risks associated with the delivery of such goods and/or services.
- 7.4. The Client acknowledges and agrees that all risks in and to the goods and/or services passes to the Client upon the goods and/or services having been collected and/or delivered.
  - 7.4.1. If the Client elects to use a third party agent for delivery, the Client hereby indemnifies the Supplier for any loss and/or damage suffered to the goods once same has been collected from the Supplier.
    - 7.4.1.1. It is recommended that the Client obtain insurance for the goods while in transit, which insurance has to be obtained at the Client's own expense from an insurer of the Client's choice.
    - 7.4.1.2. The Supplier cannot be held liable for the delivery time, or any delays experienced in delivery, relating to the services of a third party agent.
- 7.5. The Client hereby acknowledges and agrees that the estimated delivery time is dependent on various factors outside the control of the Supplier, and as indemnifies the Supplier for any delay in delivery of any goods and/or services ordered.
  - 7.5.1. Should the Client cancel an order due to a delay in delivery, the cancellation figures in Clause 5.4.1 will be applicable.



- 7.6. The Client undertakes to provide the Supplier and/or third party agent with the required access to the delivery address on the date scheduled for delivery, and indemnifies the Supplier for any loss and/or damages suffered as a result of the Supplier and/or third party agent being unable to access the premises on the date of delivery.
- 7.7. The Client agrees that the Supplier may divide the delivery into smaller quantities and deliver on various dates with the permission of the Client, which permission shall not be unreasonably withheld.
8. Ownership and risk:
  - 8.1. All risks in and to the goods shall pass to the Client upon collection of such goods from the Supplier.
    - 8.1.1. Should the Client elect to use the services of a third party agent for delivery of any goods, the Client indemnifies the Supplier for any damages or loss occurred and/or sustained to the goods after such goods have been collected from the offices of the Supplier, unless the Supplier was grossly negligent.
      - 8.1.1.1. The Client acknowledges and agrees that all risk in and to the goods shall pass to the Client once such goods have been handed to the third party agent for delivery.
      - 8.1.1.2. The Client acknowledges and agrees that any invoice, collection note and/or other document signed by the third party agent shall be sufficient proof that the order has been collected by such third party agent on behalf of the Client.
  - 8.2. The Client acknowledges and agrees that ownership of any goods sold and delivered shall be retained by the Supplier until the Client has settled the full outstanding invoice for such goods.
9. Return of goods:
  - 9.1. The Client may return any goods to the Supplier in the following circumstances:
    - 9.1.1. Where goods materially do not match the goods which the Client ordered, in which event the Client is required to notify the Supplier of such materially mismatch as soon as is reasonably practicable and provided that such goods are returned to the Supplier in the original condition and repackaged in the original packaging within 10 (Ten) business days from date of delivery.
      - 9.1.1.1. If the goods so returned are not in the original condition and/or not repackaged in the original packaging, the Supplier shall be entitled to deduct from the refund a

reasonable amount for the use of the goods, any consumption or depletion of the goods, any required restoration and/or repackaging of the goods for the purposes of rendering same fit for restocking and/or resale.

- 9.1.1.2. The Client shall not be entitled to return any goods to the Supplier if such goods have been damaged and are not fit for use or if have been consumed by Client prior to the return thereof.
- 9.1.2. Where the goods, being in the original condition and in the unopened and undamaged packaging, the Supplier will accept return of such goods within 10 (Ten) business' days from date of delivery.
  - 9.1.2.1. The Supplier reserves the right to charge a handling fee, equal to 20% (Twenty Percent) of the value of the goods so returned, provided that same is standard goods.
  - 9.1.2.2. Should the Client return unwanted goods which are non-standard in nature, the cancellation fees as per Clause 5.4.1 shall apply.
- 9.2. All goods sold by the Supplier carries a One (1) year warranty against material defects.
  - 9.2.1. The Client shall be required to retain the proof of purchase to verify the date of purchase.
  - 9.2.2. The aforesaid warranty shall, in terms of the Consumer Protection Act 68 of 2008, be null and void in the event that the Client altered the goods in any manner which is contrary to the instructions thereof.
  - 9.2.3. The Supplier shall, at its sole discretion, be entitled to either replace, repair or refund the goods, provided same is returned within One (1) year from the date of purchase, and has been certified as defective by a technician appointed by the Supplier.
  - 9.2.4. The aforesaid warranty shall not be applicable to damage sustained by goods arising from power surges, loadshedding, black-outs, national, provincial or local grid collapses, and/or lighting.
  - 9.2.5. The Client acknowledges and agrees that any item which has been repaired and/or replaced under the aforesaid warranty may be sold by the Supplier if the item remains uncollected for a period in excess of 30 (Thirty) business days after the date on which repairs have been effected and/or the replacement item has been received

by the Supplier and the Client has been notified of such repair and/or replacement.

- 9.3. The Client understands and agrees that, due to the nature of services, same cannot be returned and/or cancelled after the service has been provided.
- 9.4. The Client understands and agrees that a cable which has been ordered and cut by the Supplier may not be returned and is not eligible for a refund, and the Client undertakes to ensure at all times when ordering that the cable ordered complies with the specifications required by the Client.
- 9.5. The Client agrees and acknowledges that once an order for a cable has been received and processed, such order may not be cancelled and the Client shall remain liable for the costs associated with such cable and the cutting thereof.

10. Breach and legal proceedings:

10.1. In the event that either the Supplier and/or the Client breaches this Agreement, the non-defaulting party shall provide written notice to the defaulting party to remedy such breach within 7 (Seven) days of the date of delivery of such written notice.

10.1.1. The Client agrees that the aforesaid written notice may be sent via email to the email address provided by the Client during the submission of the order request form.

10.1.2. The Supplier agrees that the aforesaid written notice may be sent via email to [accounts@compucable.co.za](mailto:accounts@compucable.co.za).

10.1.3. The Client and the Supplier acknowledges and agrees that any written notice sent to the aforementioned email addresses shall be deemed to have been delivered and received on the date to which it was sent to such email address.

10.2. Should the defaulting party fail to remedy its breach within 7 (Seven) days after receiving the written notice, as provided for above, the non-defaulting party shall, without prejudice to any other rights it may have in law, be entitled to:

10.2.1. Claim specific performance;

10.2.2. Claim any amount due and owing by the defaulting party; and/or

10.2.3. Claim any damages suffered due to the breach of the defaulting party.

10.3. This Agreement is governed by the laws of the Republic of South Africa, including Common Law and Customary Law, and the non-breaching party

shall be entitled to enforce any remedy it might have under law in the District Magistrates' Court, as per Clause 6.7 above.

11. Waiver and indemnity:

11.1. Insofar as permitted by law and subject to the provisions hereof, the Client indemnifies the Supplier of any and all loss, damages, injury and/or death of whatsoever nature arising from whatsoever cause, unless such loss, damage, injury and/or death arises from the gross negligence of the Supplier.

12. Confidentiality:

12.1. The Client acknowledges and agrees that it may, as a result of its business dealing with the Supplier, obtain and/or gain knowledge of the Supplier's business model, know-how, pricing strategy and business techniques, which information is protected by intellectual property rights, including but not limited to copyright.

12.2. The Client undertakes not to replicate, duplicate and/or share any of the information relating to the aforesaid protected information relating to the Supplier's business model, know-how, pricing strategy and business techniques.

12.3. The Client confirms and agrees that if it were to replicate, duplicate and/or share any of the information relating to the aforesaid protected information relating to the Supplier's business model, know-how, pricing strategy and business techniques, the full outstanding amount due and owing by it to the Supplier shall become immediately due and payable.

13. Protection of personal information:

13.1. The Client understands and agrees that, for the purposes of rendering services and delivering goods and extending potential lines of credit, the Supplier requires the Client's personal information, including, but not limited to, the Client full names, Identity or Registration Number, contact details, financial details, and business and/or residential address.

13.1.1. The Client acknowledges and agrees that the information provided to the Supplier is accurate, correct and complete.

13.1.2. The Client acknowledges and agrees that it remains liable to ensure the accuracy of any such information provided to the Supplier, and that it can update said information with the Supplier at any time.

13.2. The Supplier undertakes and agrees that it will not use any personal information relating to the Client for any purpose other than what such personal information was supplied for.

13.2.1. The Client acknowledges and agrees that the Supplier shall be entitled to share its personal information with third parties for the purposes of:

- 13.2.1.1. The Supplier carrying out its obligations to the Client;
- 13.2.1.2. The Supplier being compelled to disclose same by virtue of any legal requirement, including an Order of Court or a legislative provision;
- 13.2.1.3. To protect and defend the Supplier's legitimate interests, business or otherwise;
- 13.2.1.4. To institute, continue and/or complete any legal action against the Client;
- 13.2.1.5. To furnish information relating to the Client's purchasing and repayment history to any credit bureau and regulatory body, insofar as such is required;
- 13.2.1.6. To provide such information to third party suppliers for the purpose of providing a credit reference; and
- 13.2.1.7. Any other purposes which the Client consents to in writing.

13.3. The Client acknowledges and agrees that the Supplier has the right to contact and request any information from any person, whether natural or juristic, including a credit bureau, with a view of assessing the Client's credit record.

13.3.1. Such information shall include, but not be limited to:

- 13.3.1.1. Length and nature of the Client's relationship with the person;
- 13.3.1.2. Manner and time of payments by the Client;
- 13.3.1.3. Types of goods and/or services purchased by the Client;
- 13.3.1.4. Quantities and intervals of goods and/or services purchased by the Client.

13.3.2. The Client acknowledges and understands that any of the above information received by the Supplier is obtained in confidence and may not be disclosed to the Client without the consent of the third party.

14. General:

- 14.1. This Agreement must be read in conjunction with any other policy which the Supplier may have, including the Protection of Personal Information Policy.
- 14.2. This Agreement, as defined in Clause 1.1 above, shall be the full and final Agreement between the Client and the Supplier with regards to the terms and conditions of any sale and shall govern the relationship between the Client and the Supplier.
- 14.2.1. The terms of this Agreement shall be read in conjunction with any prior Agreement between the Client and the Supplier, insofar such mutual reading is possible.
- 14.2.2. Should any conflict between such prior Agreement and this Agreement arise, the provisions of this Agreement shall find application.
- 14.3. The Supplier retains the right to, at any time and without notice to any Client, alter the terms of this Agreement, provided that such alteration and/or amendment shall only take effect once the altered and/or amended Agreement is published on the Supplier's website.
- 14.4. No amendment, alternation, variation, additions and/or cancellation of this Agreement shall be of any force or effect unless same is reduced to writing and both the Client and the Supplier countersigns such amendment, alternation, variation, additions and/or cancellation.
- 14.5. No relaxation and/or indulgence of any rights held by the Supplier in terms of this Agreement shall be regarded as a waiver and/or renunciation of such right.
- 14.6. The Client shall not be entitled to cede any right and/or obligation under this Agreement to any party, unless prior written permission is obtained from the Supplier.
- 14.7. The Supplier shall, in its sole discretion and at any time, be entitled to cede any and/or all rights in and to this Agreement to any third party provided the Client is provided with written notice of such cession.
- 14.8. The Client undertakes to inform the Supplier in writing of:
- 14.8.1. Any changes to the Client's address and/or directors, within 7 (Seven) days of such change having occurred.
- 14.8.2. Any sale and/or intended sale of any part or the whole of the Client's business and/or assets 14 (Fourteen) business days prior to such sale being concluded.