

## **STANDARD terms and conditions**

CT Lab (Pty.) Ltd.

(Registration No. 97/20249/07)

### **1. Definition**

- 1.1. In this agreement, unless the context otherwise requires, the words, expressions and phrases set out below have the meaning herunto ascribed to them.
- 1.2. "the Seller": CT Lab (Pty) Ltd.
- 1.3. "the Purchaser": The buyer
- 1.4. "the Goods": The goods sold by the Seller to the Buyer
- 1.5. "the Price": the Seller's price of its goods

### **2. Price**

- 2.1. The price of the Goods shall be the price contained in a quotation from CT Lab
- 2.2. The price of Goods may be adjusted when:
  - 2.2.1. More than 30 days have expired since the date of the quotation
  - 2.2.2. The volume ordered by yourselves is any different to the volume quoted on
- 2.3. All quoted prices and any other amount referred to in this agreement are exclusive of VAT

### **3. Payment**

- 3.1. Payment shall be in United States of America currency except in the Republic of South Africa where it shall be in the Republic of South Africa currency.
- 3.2. Payment by the Purchaser must be made in full within 30 days of from date of invoice.
- 3.3. Interest will be charged monthly on overdue accounts at a rate of 2% above the prime bank lending rate per annum at that time.

### **4. Delivery and Risks**

- 4.1. The product sold shall remain the property of CT Lab and shall remain personal property until fully paid for in cash, and the Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to such product by CT Lab. Risk of loss of the product, or any part of same, shall pass to the Purchaser upon delivery of such product or part at the designated delivery point.
- 4.2. Delivery will take place as quoted on an official CT Lab quote.
- 4.3. Should you choose to collect the goods from CT Lab's premises, the risk will pass to you on collection from CT Lab's premises.
- 4.4. In the event that the goods were in stock at the moment of making a quotation, the goods shall only be delivered to you forthwith if they have not been sold to another customer subsequent to making the quotation
- 4.5. Force Majeure CT Lab shall not be liable for failure to perform or for delay in performance resulting from any cause beyond CT Lab 's reasonable control or due to compliance with any statutory requirement, acts of God, acts or omissions of the Purchaser, fires, floods, weather, strikes, lockouts, factory shutdowns, faulty castings or forgings, embargoes, wars, hostilities, riots, delays or shortages in transportation or inability to obtain labour, manufacturing facilities or shortages in transportation or inability to obtain labour, manufacturing facilities or material from CT Lab's usual sources.
- 4.6. Any delay resulting from any such cause shall extend delivery dates to the extent caused thereby and CT Lab shall be reimbursed its additional expenses resulting from such delay. The Purchaser's receipt of products shall constitute a waiver of any claims for delay

### **5. Standard Warranty**

- 5.1. CT Lab warrants solely to the Purchaser that the manufactured products will be of the kind and quality described in its specification and will be free of defects in workmanship and material within one (1) year from the date of delivery.

5.2. Products supplied by CT Lab, but manufactured by others, are warranted only to the extent of the particular manufacturer's warranty.

## **6. Remedy**

In the event that any product supplied hereunder fails to comply with this warranty and CT Lab is so notified promptly, in writing, within one (1) year from the date of delivery, CT Lab will correct such non-conformity by repair or, at CT Labs discretion, by replacement of the defective part or parts provided the product has been stored, installed, operated and maintained in accordance with normal conditions and industry standard practices

## **7. Software**

7.1. With respect to the software products provided by CT Lab, CT Lab and the Purchaser intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sold" or similar or derivative words are understood and agreed to mean "license" and that the word "Purchaser" or similar or derivative words is understood and agreed to mean "Licensee", CT Lab retains ownership of and title to all software products provided hereunder, notwithstanding anything to the contrary stated herein. CT Lab hereby grants to Purchaser a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for the Purchaser's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Purchaser's own internal business purposes. This license terminates when Purchaser's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. For purposes of Section 117 of the copyright Act of 1978, as amended, and for all other purposes, CT Lab will be considered the owner of the software products and related documentation provided hereunder and any copies thereof, and of all copyright, trade secret, patent, trademark and other intellectual property rights therein. Purchaser agrees not to sell, transfer, license, loan or otherwise make available to third parties the software products and related documentation provided hereunder. Purchaser may not modify, enhance or otherwise change or supplement the software products provided hereunder without CT Lab's written consent. The source code for the software products supplied hereunder will not be disclosed to Purchaser. CT Lab will be entitled to terminate this license if Purchaser fails to comply with any terms or condition in these terms and conditions. Purchaser agrees, upon termination of this license, immediately to return to CT Lab all software products and related documentation provided hereunder and all copies and portions thereof.

7.2. Certain of the software products provided by CT Lab may be owned by one or more third parties and licensed to CT Lab. CT Lab and Purchaser intend and agree that software products owned by third parties and provided hereunder are being sublicensed to Purchaser, that such third parties retain ownership of and title to such software products, and that such third parties may directly enforce Purchaser's obligations hereunder in order to protect their respective interests in such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties.

## **8. Cession**

You may not cede the rights arising from or pursuant to this agreement without CT Lab's prior written consent.

## **9. Cancellation**

- 9.1. In the event of the cancellation of this agreement or any order pursuant to this agreement by CT Lab by reason of a breach hereof by yourself then, without prejudice to any of CT Lab's remedies at common law, you shall reimburse CT Lab for any cancellation fees which CT Lab may be obliged to pay its suppliers the cost of all freight insurance import duties and levies and other costs of importation and return of the goods to CT Lab together with a fee of 10% of the sale price of the goods in question
- 9.2. CT Lab may cancel any order if you commit an act of insolvency within the meaning of that phrase in section 8 of the Insolvency Act 1936 or being a juristic person, commit any act which would be such act of insolvency were you a natural person.
- 9.3. Any orders held or delayed or rescheduled at the request of the Purchaser will be subject to the prices and conditions of sale in effect at the time of the release of the hold or the reschedule. Any such order held delayed or rescheduled beyond a reasonable period of time will be treated as a Purchaser termination. CT Lab shall have the right to cancel at any time by written notice for any material breach of the contract by the Purchaser.

## **10. Sole agreement**

This agreement constitutes the entire agreement between CT Lab and yourselves and no variation hereof will be of any force or effect unless it is in writing and signed by or on behalf of CT Lab and yourself.

## **11. General**

- 11.1. You agree to pay to CT Lab or its attorneys on demand all tracing fees, legal costs on an attorney and own client scale and collection commissions payable by CT Lab in respect of any action or proceedings which may be instituted against you in terms of or arising out of this agreement.
- 11.2. In terms of section 45 of the Magistrates Court Act 1944, as amended you hereby consent to the jurisdiction of the Magistrates Court having jurisdiction over your person in respect of action or proceedings which may be brought against you in terms of or arising out of this agreement notwithstanding the amount of the relevant claim.
- 11.3. Choices of Law: The rights and remedies of the parties hereunder shall be governed by the law of the Republic of South Africa. The only court that will have jurisdiction is that of the Republic of South Africa.