

## INTRODUCTION

- 1.1. Wozacom is an alternative Telecommunications Company. Wozacom sells voice and data products and services.
- 1.2. The following rules of conduct and customer's policies have been established for The Customer's protection. We encourage you to read and understand them so that you are fully aware, not only of your own obligations, but also for your rights as The Customer. We believe that Wozacom's products and marketing plan are of a very high standard. Wozacom is committed to maintaining integrity of the business, its sales and marketing plan, and its distribution network. Wozacom reserves the right in its absolute discretion to waive wholly or partially or to pardon or forgive wholly or partially any breach of any of the rules contained within this agreement.
- 1.3. This agreement pertains to all future products and/or services purchased from Wozacom, unless stated otherwise by Wozacom.

## 2. INTERPRETATION

- 2.1. The terms and conditions refer to the products and/or services as indicated on any official company forms, price lists, quotations, orders or invoices.
- 2.2. Wozacom (Pty) Ltd shall be referred to as Wozacom or The Supplier.
- 2.3. Products and/or services may refer to goods, equipment, products and/or services supplier or rendered by Wozacom.
- 2.4. The Customer shall mean the person whose name appears on the application, or in any other circumstances, any person or persons at whose request or on whose behalf The Supplier undertakes to supply any products, do any business, or provide any advice or service.
- 2.5. The Signatory shall mean the individual who signs this agreement and the annexed customer application on behalf of The Customer

## 3. QUOTED AND LISTED PRICES

- 3.1. The price of the products and/or services sold or services rendered shall be the usual price as set out in the Wozacom price list, available on the the Wozacom website (<http://www.wozacom.co.za/>) at the time of the sale of the products and/or services.
- 3.2. Wozacom has the right to change the prices of the products and/or services from time to time without prior notice to The Customer.
- 3.3. The validity of any price quoted is subject to availability.
- 3.4. Any quote provided to The Customer by a registered Wozacom representative may be changed at any time in the event of any increase in the cost price of the products and/or services, including currency fluctuations. Price increases will only be affected if the products and/or services have not yet been dispatched to The Customer.

3.5. Unless otherwise expressly stated, prices are exclusive of value added tax (VAT), which shall be for the account of The Customer. The Customer shall pay or reimburse to The Supplier the amount of any value added tax simultaneously with the purchase price.

#### 4. PAYMENT TERMS

4.1. The Customer shall pay the amount on the tax invoice. Payment is due immediately save for credit-approved customers, in which event payment is due within the terms as specified in the client's credit agreement.

4.2. Debit orders shall be instituted against The Customer for any products and/or services provided by The Supplier. All mandate requirements are satisfied when signing this agreement.

4.3. Payment is due monthly in advance, with all payments debited on either the 25 of the preceding month, the last day of the preceding month, or the 1st (first) day of the prevailing month.

4.4. Where The Customer uses a postal service or courier service to effect payment, such 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.

4.5. 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 Wozacom.

4.6. Wozacom shall have the right to suspend deliveries and to exercise its rights in terms of clause 4.4 if any amount due by The Customer is unpaid.

4.7. If any amount owed is not settled in full (a) on due date (b) on demand, Wozacom is entitled to, without prejudice to any of its rights:

4.7.1. immediately institute action against The Customer and/or

4.7.2. cancel the sale and take possession of any products and/or services delivered to The Customer, including products and/or services sold, rented or disposed of by The Customer which have not been paid for in full, and claim damages.

4.8. Should any amount not be paid by The Customer on the 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 compound rate of a 5% (five per cent) above the prime overdraft rate of Standard Bank Limited on all overdue amounts from due date until date of payment, calculated and payable monthly in advance.

4.9. In the event that Wozacom requires payment for the services provided to The Customer to be made by the debit order, The Customer will commit a breach of this agreement if The Customer:

4.9.1. Cancels such debit order without the written consent of Wozacom.

4.9.2. Changes his banking details upon which the debit order relies, without

giving Wozacom prior notification of such change and providing Wozacom with The Customer's new banking details.

4.9.3. The Customer hereby authorises Wozacom to debit any other bank account held by The Customer for the costs owed by The Customer to Wozacom in terms of its agreement.

## 5. CREDIT FACILITIES

5.1. Wozacom's decision to grant credit facilities to The Customer and the nature and extent thereof is at the sole discretion of Wozacom.

5.2. Wozacom reserves the right to withdraw, increase or decrease any credit facilities at any time without prior notice.

## 6. PLACING ORDERS

6.1. The Customer hereby confirms that the products and/or services on the tax invoice issued duly represent the products and/or services ordered by The Customer at the prices agreed to by The Customer and where performance/delivery has already taken place that the products and/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.

6.2. Wozacom will accept all written and verbal 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 Wozacom. Wozacom will not be responsible for any errors or misunderstandings occasioned by The Customer's failure to make the order in writing. Wozacom may require The Customer to confirm verbal orders in writing before acceptance of such orders by Wozacom.

6.3. Orders shall constitute irrevocable offers to purchase the products and/or services in question at the usual prices of Wozacom as at the date when The Customer places the order of the products and/or services and shall be capable of acceptance by Wozacom by the delivery of the products and/or services, written acceptance or confirmation of the order.

## 7. DELIVERY

7.1. Subject to availability and receipt of payment, requests will be processed within 5 (five) working/business days.

7.2. Unless otherwise agreed, products and/or services shall be delivered to The Customer at the physical address provided by The Customer on the application form.

7.3. Only when the delivery waybill is signed by The Customer and/or its authorised representative and/or its nominated agent and held by Wozacom, shall prima facie proof be accepted by The Supplier that delivery was made to

The Customer.

7.4. Wozacom shall be entitled to split the delivery of the products and/or services ordered in the quantities and on the dates it decides with the prior consent of The Customer, which consent shall not be unreasonably withheld.

7.5. Wozacom engages a third party on its behalf to transport any products and services purchased by The Customer.

7.6. Wozacom does not guarantee that the products and/or services will be dispatched or delivered on any particular date and time, and The Customer shall have no claim against Wozacom in respect of any loss occasioned by any reasonable delay in dispatch or delivery of any products and/or services, nor may The Customer cancel any order by reason of such reasonable delay.

7.7. Short deliveries or products and/or services damaged in transport must be reported to Wozacom head office within 24 (twenty four) hours of receipt.

7.8. All products and/or services taken on an evaluation, approval or demonstration basis or all products and/or services taken on consignment by The Customer are deemed sold to The Customer within 5 (five) working days of issue if not returned to Wozacom in a perfect condition in the original packaging and with all accessories and manuals intact.

7.9. Delivery costs shall be the responsibility of Wozacom where explicitly specified by Wozacom, otherwise Wozacom reserves the right to charge delivery charges, as and when necessary.

## 8. OWNERSHIP, RISK AND INSURANCE

8.1. All ownership, risk and insurance in and to all products and/or services sold by Wozacom to The Customer shall remain that of Wozacom.

## 9. INTEREST ON ARREARS

9.1. The Customer shall pay to The Supplier interest at prime rate +5% (five percent) on all amounts overdue in terms of this agreement, calculated on a daily basis from the due date of payment until the actual day of payment.

10.2. The Customer will, in the absence of any manifest error be bound by The Supplier's calculations in the determination of any interest.

## 10. NON-WAIVER OF RIGHTS

10.1. Any latitude or extension of time which may be allowed by the The Supplier to The Customer in respect of any payment or other performance provided for in this agreement or any other indulgence which may be extended by The Supplier to The Customer, shall not prejudice any of the rights of The Supplier under this agreement or operate as a waiver or notation of such rights.

## 11. TERMINATION OF THIS AGREEMENT

11.1. The Customer may terminate this agreement, which would in effect cancel their account, with Wozacom, pending written notice by The Customer and agreement by Wozacom.

11.2. Wozacom reserves the right to reject The Customer's written application.

11.3. If the written application to cancel The Customer's account is accepted by Wozacom, the account shall be cancelled 30 (thirty) days from acceptance by Wozacom.

11.4. Clause 12 excludes any agreements or contracts signed between The Customer and any third party.

11.4.1. Third parties may include, but not limited to, iBurst and Vodacom.

## 12. CESSION AND ASSIGNMENT

12.1. The Supplier shall without notice to The Customer be entitled to cede, sell, pledge and/or assign all or any of The Supplier's rights under this agreement, and/or its right of ownership in the products and/or services and if such cession, sale, pledge or hypothecation takes place.

12.2. The Customer shall thereupon:

12.2.1. Hold the products and/or services, products or services on behalf of, and in accordance with, the instructions and directions of any such cessionary lies in place of The Supplier;

12.2.2. If so required by any cessionary make all payments directly to such cessionary.

12.2.3. Unless the context otherwise indicates, any reference to The Supplier shall be deemed to include reference to its successor-in-title.

## 13. RETURNED PRODUCTS AND/OR SERVICES

13.1. Whilst Wozacom is under no obligation to accept the return of products and/or services, The Customer may apply in writing to Wozacom for permission to return products and/or services and if permission is given such products and/or shall be collected by the The Supplier at an address and time pre-specified by The Customer and agreed upon by The Supplier, at The Supplier's cost.

13.2. The Customer may apply in writing to return any defective products and/or services to The Supplier at The Supplier's cost. Wozacom undertakes to replace such products and/or services with items of the same or similar specification, or repair to working order. No refunds will be considered in respect of return of defective products and/or services.

13.3. Wozacom reserves the right to offset the value of any products and/or services accepted for return against any amounts due by The Customer.

13.4. Products and/or services will only be deemed "returned" by The Supplier when faxed proof of a signed waybill is received by The Supplier.

13.5. On termination of this agreement, The Supplier shall collect the products

and/or services from The Customer in the same condition as existed at the effective date, fair wear and tear excepted.

13.6. Should The Supplier not be able to collect the products and/or services within 5 (five) days of account termination, for any reasons, or if the product and/or service is not accepted by The Supplier as being in good condition, the full cost of the product and/or service and courier costs will be charged to The Customer.

#### 14. LOSS OR DESTRUCTION OF PRODUCTS AND/OR SERVICES

14.1. In the event of the products and/or services being lost, stolen or, in the opinion of The Supplier damaged beyond economical repair, this agreement shall terminate and The Customer shall pay all rentals plus VAT outstanding and, if decided by The Supplier, all product, services and courier costs in respect of the period prior to such termination, provided that this agreement shall not terminate if the parties reach agreement on the substitution of the products and/or services.

14.2. Should The Supplier hold any insurance policy in respect of the products and/or services, The Customer shall comply with all or any lawful requirements of the insurance concerned in regard to any claims made following upon loss, theft or destruction of the products and/or services.

14.3. In the event of loss or destruction of the products and/or services, The Customer shall notify the Owner within 1 (one) business day of such loss or destruction.

#### 15. WARRANTIES AND INDEMNITY

15.1. Products and/or services 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 products and/or services are hereby specifically excluded by Wozacom.

15.2. All guarantees are immediately null and void should any products and/or services be tampered with or should the "seals" on the products and/or services be broken by anyone other than Wozacom or its appointed nominee, or should the products and/or services be operated outside the manufacturer's specifications.

15.3. To be valid, guarantee claims must be supported by the original tax invoice and the products and/or services 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.

15.4. No warranties whether express or implied shall apply, other than those provided in this contract. Wozacom 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 Wozacom shall be considered to be a warranty by Wozacom. Any such statements made shall not give rise to any liability or whatsoever nature on the part of Wozacom, its employees, subcontractors or subsidiaries. Wozacom 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 Wozacom's performance or customers' use of the products and/or services rendered.

15.5. The Customer indemnifies and holds Wozacom (including its employees, subcontractors or subsidiaries) harmless against all claims of whatsoever nature that may be brought or threatened against Wozacom by any third party arising from or in connection with any defect, latent or otherwise in any products and/or services supplied by Wozacom.

## 16. REPAIRS

16.1. Wozacom's liability in terms of a manufacturer's warranty is restricted to, in Wozacom or the manufacturer's discretion, the cost of repair or replacement of faulty products and/or services or the granting of credit.

16.2. In the case of repairs undertaken by Wozacom repair quotes given are merely estimates and are not binding on Wozacom.

16.3. The Customer hereby agrees that any item returned for a repair may be sold by Wozacom to defray the cost of such repair if the item remains uncollected for a period of 30 (thirty) days after The Customer has been informed that such repairs have been completed.

## 17. GENERAL

17.1. Wozacom 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 amended or varied terms are published by Wozacom.

17.2. This contract represents the entire agreement between Wozacom and The Customer and shall govern all future contractual relationships between Wozacom and The Customer.

17.3. This agreement shall commence on the date when Wozacom signs this agreement and shall endure monthly or until terminated by either party, for any reason, subject to these terms and conditions.

17.4. 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 and signed by a director of Wozacom. No agreement, whether consensual or unilateral or bilateral, purporting or obligate Wozacom 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 director of Wozacom.

17.5. No relaxation or indulgence with Wozacom may grant The Customer shall prejudice or be deemed to be a waiver of any Wozacomrights in terms of these terms and conditions.

17.6. The Customer shall not cede its rights nor assign its obligations under these terms and conditions.

17.7. Wozacom 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.

17.8. The Customer undertakes to notify Wozacom within 7 (seven) days of any change of address or change in member, director, shareholder, address or the information as set out in this Agreement.

17.9. The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this contract.

17.10. Each of the terms herein shall be a 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.

17.11. The Customer undertakes to inform Wozacom 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 this contract entitling Wozacom to cancel the contract without further notice to The Customer.

## 18. FORCE MAJEURE

18.1. If Wozacom is prevented from or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement due to any reason and/or cause beyond the control of Wozacom or by reason of force majeure, Wozacom shall be relieved of its obligations in terms of this Agreement during such period.

## 19. BREACH

19.1. 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 Wozacom, 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 sequestrated 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, Wozacom shall be entitled without prejudice to its rights in law or in terms of this

agreement to take possession of the products and/or services and is hereby irrevocably authorised to enter upon The Customer's premises to take delivery of such products and/or services without Court order.

## 20. LAW AND JURISDICTION

20.1. These terms and conditions shall be governed and construed under and in accordance with the laws of the Republic of South Africa

20.2. The Wozacom products and/or services are only available to citizens residing within South Africa.

20.3. Wozacom 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.

20.4. A certificate issued and signed by any director, member or manager of Wozacom, whose authority need not be proved, in respect of any indebtedness of The Customer to Wozacom or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that such products and/or services were sold and delivered, shall be prima facie proof of The Customer's indebtedness to Wozacom and prima facie proof of delivery of the products and/or services in terms of this contract.

20.5. Any print out of computer evidence tendered by Wozacom 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.

20.6. The Customer's address in the Dealer application form shall be recognised as The Customer's domicilium 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.

20.7. In the event of The Customer breaching any of its obligations and/or failing to timeously make payment of any amount to Wozacom, The Customer agrees to pay, and shall be liable to pay, all legal costs incurred by Wozacom in enforcing its rights in terms of these terms and conditions on the attorney/own client scale including collection charges, tracing agent's fees and air fares.

20.8. Any document will be deemed duly received by The Customer within:

20.8.1. 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;

20.8.2. 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

20.8.3. on being delivered by hand to The Customer or any director, member of The Customer; or

20.8.4. 48 (forty eight) hours if sent by overnight courier.

20.9. The Customer agrees that neither Wozacom 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.

## 21. ARBITRATION

21.1. Wozacom 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 Wozacom.

21.2. 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.

21.3. The arbitration must be held at the place and in accordance with whatever procedures, the arbitrator considers appropriate.

## 22. NEGOTIABLE INSTRUMENTS

22.1. Acceptance of a negotiable instrument from The Customer shall not be deemed to be a waiver of Wozacom's rights under this contract. In relation to cheques furnished by The Customer to Wozacom, 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.

## 23. WOZACOMWEBSITE

23.1. The website (<http://www.Wozacom.co.za>) is run by Wozacom.

23.2. Payment may be made via Visa, MasterCard, credit cards or by bank transfer into the Wozacom bank account, the details of which will be provided on request.

23.3. Debit and Credit card transactions will be acquired for Wozacom via Net Cash (Pty) Ltd. Net Cash uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) 256bit encryption and no credit card details are stored on the website. Users may go to [www.netcash.co.za](http://www.netcash.co.za) to view their security certificate and security policy.

23.4. Customer details will be stored by Wozacom separately from card details which are entered by the client on Net Cash secure site. For more detail on Net Cash refer to [www.netcash.co.za](http://www.netcash.co.za).

23.5. The merchant outlet country, at the time of presenting payment options to the cardholder, is South Africa. Transaction Currency is South African Rand (ZAR).

23.6. Wozacom takes responsibility for all aspects relating to the transaction, including sale of goods and services sold on this website, customer service and

support, dispute resolution and delivery of goods

23.7. The Wozacom website is governed by the laws of South Africa.

## 24. DISCLOSURE OF PERSONAL INFORMATION

25.1. Wozacom shall take all reasonable steps to protect the personal information of users.

25.2. For the purpose of this clause, "personal information" shall be detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

24.3. The PAIA may be downloaded from:

<http://www.polity.org.za/html/govdocs/legislation/2000.act2.pdf>.

24.4. The Customer understands that the personal information given in the Dealer Application form may be used by Wozacom for the purposes of assessing credit worthiness.

24.5. Wozacom 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 Dealer 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 products and/or services purchased and manner and time of payment.

24.6. The Customer agrees and understands that information given in confidence to Wozacom by a third party on The Customer will not be disclosed to The Customer.

24.7. The Customer hereby consents to and authorises Wozacom at all times to furnish credit information concerning The Customer's dealing with Wozacom to a credit bureau and to any third party seeking a trade reference regarding The Customer in his dealings with Wozacom.

## 25. WOZACOMCONTACT DETAILS

25.1. Wozacom chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature:

25.1.1. Unit 2A, Block1, Northgate Island Lifestyle Complex, 20 Section Road, Paarden Eiland, South Africa

25.2. The Wozacom contact details are as follows:

25.2.1. Email: [support@wozacom.co.za](mailto:support@wozacom.co.za)

25.2.2. Phone: 087 8089703