

**TERMS AND CONDITIONS**  
**SUPPLY OF SERVICES AND SALE OF PRODUCTS**

entered into between

**CARRIER SELECT TELECOMS (PTY) LTD t/a NETSELECT**  
and  
**THE CLIENT**

**1. DEFINITIONS**

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this definitions clause, bear the meanings ascribed to them:

1.1. **"Acceptable Use Policy"** means the acceptable use policy developed by CST and which shall be amended by CST from time to time in its sole discretion and which can be obtained from the Website, alternatively will be provided to the Client upon request;

1.2. **"Fair Usage Policy"** means the fair usage use policy developed by CST and which shall be amended by CST from time to time in its sole discretion and which can be obtained from the Website, alternatively will be provided to the Client upon request

1.3. **"Affiliate"** means any company or entity, which controls, is controlled by, or is under common control with Carrier Select Telecoms (PTY) LTD and expressly includes Netselect. For this purpose, "control" means the power to direct actions, management or policies whether through the ownership of voting securities, by contract, declaration of trust, or otherwise;

1.4. **"Agreement"** means this agreement entered into between the Parties in relation to the supply of Services and the sale of Products, together with the Client Information Form attached as Annexure "A" hereto, the Services Schedule, the Product Schedule, the Client Support Schedule, any Deed of Suretyship provided at CST's request and any further annexures hereto;

1.5. **"Charges"** means all charges levied by the Network Operator in relation to the total call and data charges used and/or generated by the Client during each billing period for the duration of this Agreement;

1.6. **"CST"** means Carrier Select Telecoms (Pty) Ltd, a private company duly registered in accordance with the company laws of the Republic of South Africa and with registration number 2011/001218/07;

- 1.7. **“Client”** means the company/close corporation/natural person identified in Annexure “A” hereto;
- 1.8. **“Client Support Schedule”** means the schedule containing client support information which is attached hereto marked “D”;
- 1.9. **“CPA”** means the Consumer Protection Act 68 of 2008;
- 1.10. **“ECT”** means the Electronic Communications and Transactions Act 25 of 2002;
- 1.11. **“Effective Date”** means the date on which CST commences providing the Products and/or the Equipment and/or rendering the Services, or any earlier date in relation to any accepted CST quotation, regardless of the Signature Date;
- 1.12. **“Equipment”** means all equipment and software which CST makes available to the Client for its use for the term of this Agreement as more fully detailed in the Services Schedule and which equipment is expressly excluded from the definition of Products and which equipment shall remain the property of CST;
- 1.13. **“Initial Period”** means the initial term of this Agreement, which shall commence on the date on which CST commences providing the Products and/or the Equipment and/or rendering the Services on the Effective Date, as detailed in the Services Schedule and terminating on the date specified in the Services Schedule;
- 1.14. **“Intellectual Property”** means all copyright, trademarks, designs, patents and the like recognised as a class of intellectual property in the Republic of South Africa;
- 1.15. **“NCA”** means the National Credit Act 34 of 2005;
- 1.16. **“Network Operator/s”** means the network operator/s contracted by CST for purposes of enabling CST to render the Services;
- 1.17. **“Parties”** means CST and the Client and “Party” shall mean either one of them as the context requires;
- 1.18. **“POPI”** means the Protection of Personal Information Act 4 of 2013;
- 1.19. **“Products”** means any products sold by CST to the Client in term of this Agreement as detailed in clause 6 below and in the Products Schedule attached or in terms of any CST quotation accepted by a Client;
- 1.20. **“Product Price”** means the purchase price payable by the Client in respect of the Products purchased by it from CST in terms of this Agreement and as detailed in the Products Schedule or as otherwise agreed to by the Parties in relation to any CST quotation accepted by a Client;
- 1.21. **“Products Schedule”** means the products specification schedule attached hereto marked “C”, wherein the full details of the Products to be sold by CST to the Client are specified;
- 1.22. **“Proprietary Information”** means any and all trade secrets, data and/or information of a proprietary and/or confidential nature, including data and information that the Parties should reasonably have known to be proprietary or confidential in relation to each other;

- 1.23. **“Services”** means all the voice and data services, including the routing of Voice Traffic over the applicable network, which are selected by the Client as detailed in Services Schedule, which may include the use of the Equipment and which services shall be supplied by CST to the Client for the duration of this Agreement;
- 1.24. **“Service Fee”** means the service fee payable by the Client to CST as detailed in clause 11 below and in the Services Schedule or as indicated in any CST quotation accepted by the Client, which shall include all charges levied by CST in respect of the Services rendered by it to the Client;
- 1.25. **“Services Schedule”** means the services specification schedule attached hereto marked “B”, wherein the full details, costs and duration of the Services to be rendered by CST to the Client are specified;
- 1.26. **“Signature Date”** means the date on which this Agreement is signed by the Party signing last in time;
- 1.27. **“Upstream Providers/Upstream Vendors”** means all upstream providers and/or any other network carrier that CST contracts with for purposes of enabling it to render the Services to the Client;
- 1.28. **“VAT”** means Value-Added Tax payable in terms of the VAT Act;
- 1.29. **“VAT Act”** means the Value-Added Tax Act 89 of 1991, as amended;
- 1.30. **“Voice Traffic”** means all local, national, international and mobile voice or data calls routed through the applicable network;
- 1.31. **“Website”** means CST’s website & Netselect website, hosted at [www.carrierselect.co.za](http://www.carrierselect.co.za) [www.netselect.co.za](http://www.netselect.co.za).

## 2. SCOPE OF THE AGREEMENT

- 2.1. The Client requires, and CST shall supply the Services and Products and/or Equipment where applicable, in accordance with the terms and conditions contained in this Agreement;
- 2.2. This Agreement is entered into by the Parties to regulate:
- 2.2.1. The supply of the Services by CST to the Client, as well as the obligations of CST and the Client in relation to each other and arising as a result of the supply of the Services;
- 2.2.2. The sale of the Products and/or the Equipment by CST to the Client, as well as the obligations of CST and the Client in relation to each other and arising as a result of the sale of the Products and/or use of the Equipment;
- 2.3. The Parties wish to record the terms and conditions of their agreement in writing, as they hereby do.

### **3. APPOINTMENT**

- 3.1. CST carries on business in, *inter alia*, the supply of the Services and the sale of the Products;
- 3.2. The Client hereby appoints CST to supply the Services to it, and where applicable to supply the Products and/or the Equipment and CST hereby accepts such appointment on the terms and subject to the conditions contained in this Agreement.

### **4. DURATION AND TERMINATION**

4.1. This Agreement shall commence on the Effective Date and shall endure for a fixed term identified as the Initial Period. The Effective Date of this agreement is the date upon which the services are signed. The Commencement Date of this agreement is the date upon which services 'go live' or are actively working. The Commencement date will be the date that the Initial Period of the agreement is governed on.

4.2. All Service/s provided are to be billed as of the Effective Date. In the event of a single Service consisting of a number of components, billing will commence for each respective component as of when each component of that Service 'goes live' and subject to the provisions of clause 4.3 below;

4.3. Notwithstanding any other provision of this Agreement, the Parties agree that in the event that the Client is a natural person the following rights of termination shall apply (which rights shall not apply in the event that the Client is a juristic person), as provided for in the CPA:

4.3.1. The Client may cancel the Agreement within the Initial Period on 30 (thirty) business days' notice in writing to CST;

4.3.2. CST may cancel the agreement within the Initial Period on 30 (thirty) business days' notice after giving written notice to the Client of a material failure by the Client to comply with the Agreement, unless the Client has rectified the failure within that time;

4.4. Upon completion of the Initial Period, from commencement date, this Agreement shall remain in full force on a month to month basis, subject to the right of either Party to terminate this Agreement on 1 (one) month's written notice to the other Party. All Service Fees payable by the Client to CST following the expiry of the Initial Period shall be subject to an annual escalation upon each anniversary of the Effective Date at a rate of 10 % (ten percent per annum) which shall be determined subject to the provisions of clause 10.12 below;

4.5. Termination of this Agreement shall not relieve the Client from the liability to effect payment of any Product Price, Charges or Service Fees from Commencement Date incurred by the Client, up until the time that the Services are disconnected by CST;

4.6. Notwithstanding what is stated above the Parties agree that CST shall be entitled in its sole discretion to suspend, cancel, vary or terminate this Agreement or any part thereof, during the Initial Term or at any time thereafter, with immediate effect and on written notice to the Client, without CST incurring any liability whatsoever in either of the following events:

4.6.1. In the event of the non-availability of the Services through no fault of CST and to provide for such occurrence;

4.6.2. In the event that any agreement which CST entered into with any Network Operator, Upstream Provider, or other third party for purposes of enabling CST to render the Services, is suspended cancelled, varied or terminated for any reason whatsoever and to provide for such occurrence;

4.7. In the event the Client terminates this Agreement, prior to expiry of the Initial Period, CST may impose a reasonable cancellation fee in contemplation of the Agreement enduring for its intended fixed term, which the Parties expressly agree shall be equal to 100% (one hundred percent) of the remainder of the Service Fees payable by the Client to CST for the remainder of the Initial Period.

4.8. If at any time during the currency of the Agreement, the client upgrades the current service/s, then the Effective Date of the original agreement will be renewed, thereby changing the original agreements Effective Date, to a new Effective Date and renewal of the Initial Period of the agreement.

## 5. SERVICES AND EQUIPMENT

- 5.1. The Parties agree that CST shall supply the Client with the Services for the duration of this Agreement, which Services are identified *inter alia* in the Services Schedule attached hereto;
- 5.2. CST endeavours to maintain and render the Services for the duration of the Agreement;
- 5.3. CST shall retain ownership of all Equipment as identified in the Services Schedule, the use of which is provided by CST to the Client in terms of this Agreement or in terms of any CST quotation accepted by the Client. The Client accordingly accepts that it shall not be entitled to transfer any right, title or interest in and to the Equipment to any third party whatsoever;
- 5.4. The Client hereby undertakes to ensure that the Equipment is adequately insured for the duration of this Agreement. Proof of the aforesaid insurance shall be provided to CST immediately upon request and will be subject to CST's approval that the insurance obtained is indeed adequate. In the event that the Client fails to obtain and maintain adequate insurance cover as aforesaid, the Client shall be held solely liable for any damage or loss incurred in relation to the Equipment, howsoever same arises;
- 5.5. The Client shall be liable to CST for the full replacement cost of any Equipment damaged while in the possession of the Client as a result of any negligent or wilful act of the Client or its employees, agents, or representatives, fair wear and tear excepted;
- 5.6. CST shall be entitled in its sole discretion to alter the telephone number or any other code or number, which has been allocated to the Client in relation to any Equipment, provided that CST provides the Client with at least 60 (sixty) days' prior written notification of such alteration;
- 5.7. The Client acknowledges and agrees that CST in its sole discretion may perform a credit search and check in relation to the Client's records listed with any credit bureau as and when CST deems it necessary to do so and that any adverse report shall entitle CST to immediately terminate this Agreement on summary notice to this effect to the Client;
- 5.8. The Client agrees that CST may conduct maintenance, repair and/or improvement work from time to time on the Equipment and pertaining to any other technical infrastructure by means of which the Services are provided and that as a result thereof the provision of the Services may be suspended from time to time without any adverse resulting consequence to the Client;

5.9. The Client agrees that all manuals, guides and other written material provided to it by CST for purposes of enabling and/or assisting the Client in its use of the Services, shall remain the property of CST and shall be deemed to be the Proprietary Information of CST and will accordingly be subject to the protections provided to it in terms of clause 20 below and shall be immediately returned to CST upon termination of this Agreement, alternatively on demand to this effect by CST;

5.10. Upon the termination of this Agreement, for any reason whatsoever, the Client shall immediately return all Equipment to CST, which Equipment shall be returned in the same condition as it was when it was delivered by CST to the Client, fair wear and tear only excepted.

5.11. Any migration from one package to another will be subject to the discretion of CST and any migration charges, where applicable, will be as per the applicable CST Call Tariff plan.

5.12. The Subscriber shall be obliged to inform CARRIER SELECT TELECOMS (PTY) LTD in writing of any technical changes, personnel changes and/or contract detail changes that may affect the operation of the Service and updates of Call Tariffs being offered.

5.13. CST does not warrant or guarantee that the information transmitted by the use of the Services will be preserved or sustained in its entirety, nor will it be suitable for any intended purpose, nor will it be free of inaccuracies, defects, bugs, viruses of any kind, and it will not contravene the laws of a particular country.

5.14. Voice traffic constitutes all local, national, international, mobile voice or data calls routed through the Upstream Networks.

5.15. The Subscriber agrees to be bound by the provisions contained in the notice, directive, or applicable Call Tariff plan issued or derived by CST and/or their Services provider from time to time.

## **6. PRODUCTS SOLD TO THE CLIENT**

6.1. The Parties agree that CST sells the Products to the Client as detailed in the Products Schedule;

6.2. The Client acknowledges that all amounts quoted by CST in relation to the sale of the Products *inter alia* as detailed in the Products Schedule, are subject to the terms and conditions prescribed by the distributor/supplier of the Products (from whom CST acquires the Products) and are dependent on *inter alia* fluctuation in the rate of exchange to the extent applicable;

6.3. All figures provided by CST in the Product Schedule or in any CST quotation shall accordingly only be available for acceptance by the Client for a period of 7 (seven) days from date thereof, after which the quote shall lapse, no longer be of any force and effect and revised figures shall be provided by CST thereafter;

6.4. No warranties are given, or representations made by or on behalf of CST in relation to the Products, except as contained in the Agreement.

## **7. CLIENT'S RIGHT TO SAFE, GOOD QUALITY PRODUCTS**

7.1. Except to the extent contemplated in clause 7.2, the Client has a right to receive Products that:

7.1.1. Are reasonably suitable for the purposes for which they are generally intended;

7.1.2. Are of good quality, in good working order and free of any defects;

7.1.3. Will be useable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and

7.1.4. Comply with any applicable standards set under the Standards Act, 29 of 1993, or any other public regulation;

7.2. The Parties agree that the provisions of clauses 7.1.1 and 7.1.2 shall not apply if the Client:

7.2.1. Has been expressly informed that the particular Products were offered in a specific condition or for a specific purpose; and/or

7.2.2. Has expressly agreed to accept the Products in that condition, or knowingly acted in a manner consistent with accepting the Products in that condition or subject to the above qualification;

7.3. Within 6 (six) months after the delivery of any Products to the Client, the Client may return the goods to CST, without penalty and at CST's risk and expense, if the Products fail to satisfy the requirements and standards contemplated in clause 7 above, and CST must, at the direction of the Client, either repair or replace the failed, unsafe or defective Products; or refund the Client the price paid by the Client for the Products.



## **8. DELIVERY**

8.1. Unless otherwise agreed in writing, it is an implied condition of every transaction for the supply of the Products that:

8.1.1. CST is responsible to deliver the Products purchased:

8.1.1.1. On the agreed date and at the agreed time (although the Parties agree that the aforesaid dates and times shall be given in good faith and shall be treated as an approximate indication of when the Client can expect to receive delivery of the Products), if any, or otherwise within a reasonable time after concluding the transaction;

8.1.1.2. At the agreed place of delivery; and

8.1.1.3. At CST's cost; or, if no specific agreement is reached in the above regard,

8.1.2. The agreed place of delivery of the Products is CST's place of business;

8.2. When the Products are delivered CST shall, on request, allow the Client a reasonable opportunity to examine the Products, which the Parties agree shall be a period of 24 (twenty-four) hours, for the purpose of ascertaining whether the Client is satisfied that the Products:

8.2.1. Are of a type and quality reasonably contemplated by the Client; and

8.2.2. In the case of a special-order, reasonably conform to the material specifications of the special order.

## **9. TRANSFER OF OWNERSHIP AND RISK IN PRODUCTS**

9.1. All risk in the Products shall pass to the Client upon delivery of the Products to the Client;

9.2. In the event that a third-party carrier is tasked with delivering the Products to the Client, the aforesaid carrier shall be deemed to be the Client's agent and once the aforesaid carrier takes possession of the Products same shall constitute delivery to the Client. Accordingly, all risk in the Products shall pass to the Client upon collection of the Products by the aforesaid carrier;

9.3. CST shall retain ownership of all Products sold to the Client until such time as CST has received payment in full of the Product Price payable in respect of the applicable Products, regardless of whether delivery of the Products have taken place. The Client accordingly accepts that it shall not be entitled to transfer any right, title or interest in and to the Products until such time as it has affected payment in full of the applicable Product Price to CST;

9.4. The Client hereby undertakes to ensure that the Products are adequately insured for no less than the full quantum of the Product Price (or the balance thereof payable to CST) as at the date of delivery of the Products and to maintain such adequate insurance until such time as the applicable Product Price has been paid in full;

9.5. The Client shall be charged for any additional storage, labour and materials required in relation to the delivery of the Products to it as a result of delays which may arise due to no fault of CST.

## **10. CHARGES AND PAYMENT TERMS**

10.1. All Services and Products provided by CST or its affiliates to the Client shall be charged to the Client with effect from the commencement of the Initial Period, in terms of which CST shall render its invoice to the Client for payment;

10.2. CST's or the affiliates invoices shall detail:

10.2.1. The amount payable in relation to the Service Fee (which will be charged monthly in arrears and will be payable within 7 (seven) days of date of invoice);

10.2.2. Any amount payable in relation to Charges (which will be charged in arrears as and when such charges are levied by the Network Operator);

10.2.3. Any other charges levied by CST and payable by the Client from time to time in terms of this Agreement or in terms of any approved quotation of CST;

10.2.4. The Subscriber is liable for all calls made, and any data transmission sent over a service, once the solution has been installed and handed over to the client;

10.3. CST or its affiliate shall issue a separate invoice in relation to any Product Price payable by the Client in respect of Products purchased by the Client, payment of which invoices shall be affected by the Client as follows:

10.3.1. A deposit comprising of 50% (fifty percent) of the Product Price shall be payable upfront (save for if waived by CST in its sole discretion);

10.3.2. The balance of the Product Price shall be payable within 30 (thirty) days of the date of the invoice issued to the Client by CST in relation to the Products purchased;

10.4. In the event that CST or its affiliate renders a single Service consisting of a number of components which CST commences providing at different points in time, billing shall commence in relation to each respective component of that Service as and when each component of that Service is provided by CST or its affiliate;

10.5. All invoices submitted by CST or its affiliate shall be payable by the Client in South African Rands. Payment is monthly within 30 (thirty) days of the date of invoice (save for as indicated to the contrary in clauses 10.2.1 and 10.3 above) unless expressly another arrangement has been made between the client and CST. Invoices shall be paid by the Client without deduction, set-off or demand, regardless of any dropped or discontinued calls and/or connections or the temporary unavailability of the Services;

10.6. All charges unless otherwise stated, exclude VAT, and VAT shall be payable by the Client in relation to all vatable charges levied by CST;

10.7. All prices specified in the Services Schedule exclude any other taxes and duties including any regulatory surcharge, which the Client shall be obligated to pay in addition to the Service Fee, together with VAT thereon;

10.8. The Client expressly agrees that interest shall accrue on all late payments due by it in terms of this Agreement or in terms of any CST quotation approved by the Client, which interest shall be charged at the rate prescribed in accordance with the NCA at the applicable time. The Client can avoid interest being charged by making payment of the total payment due in full by the payment date as specified on the invoice and/or statement as the case may be;

10.9. The Client agrees that any statement issued by CST as to the amount of the Client's indebtedness to CST arising out of this Agreement or out of any approved CST quotation shall comprise first glance (*prima facie*) evidence as to the correctness of the matters set out therein and shall be sufficient and satisfactory proof of the amount of such indebtedness and of the fact that such amount is due and payable by the Client to CST;

10.10. In the event that any dispute arises as to the amount or calculation of any Service Fee, Product Price, or Charge which CST or its affiliate has levied, the dispute shall be referred for determination to mutually appointed auditors, alternatively to an independent chartered account duly appointed by SAICA at the request of either Party. The aforesaid auditor or chartered accountant shall act as an expert and his decision shall be final and binding on the Parties. The cost of the determination shall be paid on demand by the Party against whom the determination is made, or as otherwise finally determined by the said auditor or chartered accountant as the case may be;

10.11. In the event that the Product Price payable by the Client in respect of any Products purchased by it shall be affected by the Client procuring finance from a third party in order to enable the Client to effect payment of the applicable Product Price, the Client undertakes to:

10.11.1. Notify CST of this fact when signing this Agreement; and

10.11.2. Provide CST with written confirmation by the applicable financier confirming that the requisite finance has been/shall be provided by it to the Client for purposes of enabling the Client to purchase the applicable Products from CST, which confirmation must be received before CST shall be required to process the applicable order;

10.12. For the duration of this Agreement CST shall be entitled from time to time and on 30 (thirty) days prior written notice thereof to the Client, to increase the Service Fees detailed in the Services Schedule, provided that each applicable percentage increase in the monthly Service Fee payable shall not exceed 10% (ten percent);

10.13. The Charges payable by the Client to CST shall be stipulated in any notice, directive, promotion or applicable call tariff plan issued or derived by CST from time to time and the contents of such notice, directive promotion or call tariff plan including the charges stipulated therein shall be binding on the Client and deemed to be incorporated in this Agreement as if specially set out herein;

10.14. Any migration by the Client from one package to another shall be strictly subject to the discretion of CST and any migration charges, where applicable, shall be as per the applicable CST call tariff plan applicable at that time;

10.15. The Client shall not be entitled to migrate to a lower call tariff plan offered by the Network Operators during the term of this Agreement (or in terms of any accepted quotation of CST) without the prior written consent of CST;

10.16. Any additional products or services requested by the Client from CST or its Affiliates and not stipulated or envisaged in terms of a CST quotation approved by the Client, shall be separately quoted and charged for by CST and/or its Affiliate as the case may be.

## **11. CANCELLATION OF ORDERS AND RETURN OF PRODUCTS**

11.1. The Client shall be entitled to terminate any order for Products prior to the delivery of the Products. However, in the event that the Client terminates any order on more than 48 (forty-eight) hours' written notice following the date on which the Client accepted the applicable quote CST shall be entitled, in its sole election, to levy a reasonable cancellation fee comprising of 25% (twenty-five percent) of the total applicable Product Price related thereto, which fee the Client agrees is reasonable. No cancellation of any order for Products or Services shall be permitted on 48 (forty-eight) hours' notice or less, in which event the full Product Price and the applicable Services Fee shall remain payable;

11.2. The Client agrees that:

11.2.1. The total liability of CST (including any losses arising from indirect and consequential damages) in any way arising out of the performance of CST's obligations under this Agreement shall not exceed the amount invoiced by CST in relation to the applicable Products or Services supplied by CST which give rise to CST's liability;

11.2.2. Any Product returned by the Client to CST shall be so returned within no later than 10 (ten) business days following the date of delivery of the applicable Product;

11.2.3. All Products returned by the Client to CST shall be returned in the same packaging that the Products were delivered in, which packaging shall not be broken or damaged in any way. In the event that the Client fails to adhere to the aforementioned provisions, CST shall be entitled to levy a reasonable charge for purposes of replacing any damaged or omitted packaging;

11.2.4. CST may in its sole and unilateral discretion elect whether to repair or replace a faulty Product returned to it by the Client, or whether to issue the Client with a credit note in the amount equal to the Product Price of the applicable Product so returned by the Client.

**12. LIABILITY FOR DAMAGE CAUSED BY GOODS**

12.1. Except to the extent contemplated in clause 12.2 below, the producer, importer, distributor or retailer of the Products, including CST, is liable for any harm, as described in clause 12.2.4 below, caused wholly or partly as a consequence of:

12.1.1. Supplying any unsafe Products;

12.1.2. A Product failure, defect or hazard in any Product; or

12.1.3. Inadequate instructions or warnings provided to the Client pertaining to any hazard arising from or associated with the use of the Product, irrespective of whether the harm resulted from any negligence on the part of the producer, importer, distributor, retailer or CST, as the case may be;

12.2. Liability of CST in terms of this clause does not arise if:

12.2.1. The unsafe Product characteristic, failure, defect or hazard that results in harm is wholly attributable to compliance with any public regulation;

12.2.2. The alleged unsafe Product characteristic, failure, defect or hazard:

12.2.2.1. Did not exist in the Product at the time it was supplied by CST to the Client; or

12.2.2.2. Was wholly attributable to non-compliance by the Client with instructions provided by CST, in which case clause 12.2.2.1 does not apply;

12.2.3. It is unreasonable to expect CST to have discovered the unsafe Product characteristic, failure, defect or hazard, having regard to CST's role in marketing the Product to the Client; or

12.2.4. The Client's claim for damages is brought more than 3 (three) years after the:

12.2.4.1. Death or injury of a person; or

12.2.4.2. Earliest time at which a person had knowledge of the material facts about an illness; or

12.2.4.3. Earliest time at which a person with an interest in the Product had knowledge of the material facts about the loss or damage to that Product; or

12.2.4.4. The latest date on which the Client suffered any economic loss.

### **13. LIMITATION OF LIABILITY**

13.1. The Client acknowledges that CST or its affiliates shall have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising from an alternative cause, or resulting from the following, save as expressly provided for to the contrary in this Agreement or in any CST quotation accepted by the Client:

13.1.1. Malfunction, or failure, or unavailability of the Products to the extent that CST has maintained industry accepted standards typically associated with the Products;

13.1.2. Errors in the functioning of the Products resulting from client abuse, negligence, improper, or inappropriate use of all or any part of the Products by the Client;

13.1.3. Any internet connection difficulties or telecommunication connection difficulties, or loss of data or data input, output, integrity, storage and backups;

13.1.4. A failure to supply the Products to the extent that such failure is due to any default, delay, act or omission of the Client or as a result of the Client's third-party dependencies beyond the control of CST;

13.1.5. The client would then be held liable for the replacement or repair of damages to CST's equipment or facilities, caused by the negligence or wilful act of the client or users;

13.1.6. CST shall not be liable or held liable for any loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the services, the transmission of the services, or failures or defects in facilities, upstream provider network failures, platform systems, web portal system failures, furnished by CST.

13.2. CST's liability in terms of this Agreement or in terms of any CST quotation accepted by the Client shall be completely discharged if the Client attempts to correct or allows third parties to correct any difficulties encountered with the Products without the prior written consent and/or written instructions of CST.

**14. RESPONSIBILITIES OF THE CLIENT IN RELATION TO ITS USE OF THE SERVICES AND THE SUPPLY OF THE PRODUCTS AND THE EQUIPMENT**

14.1. For the duration of this Agreement the Client agrees that it shall:

14.1.1. Adhere to and ensure compliance with the Client Support Schedule and with the Acceptable Use Policy;

14.1.2. Allow CST or its nominee, access to the Client's premises, with prior notification to the Client, at all reasonable times in order to enable CST to install, maintain, monitor, inspect, replace or remove the Services and/or Equipment and/or the Products (to the extent applicable);

14.1.3. Be bound by the provisions contained in any applicable notice, directive, or applicable call tariff plan issued or derived by CST, its Network Operators, and/or any Upstream Providers from time to time, which provisions shall be made available to the Client by CST upon a request to this effect;

14.1.4. Comply strictly with all restrictions imposed on data and voice networks through which any information and/or data transmitted by the Client passes;

14.1.5. Inform CST in writing in the event of any technical changes, personnel changes and/or contact detail changes that may affect the operation of the Services;

14.1.6. Not modify or attempt to modify any Equipment (including but not limited to router equipment) utilised by the Client to receive any of the Services, in any way whatsoever, including the changing of any of the settings of such Equipment;



14.1.7. Not commit nor attempt to commit any act or omission which directly or indirectly:

14.1.7.1. Damages or is likely to damage CST' technical infrastructure or any part thereof;

14.1.7.2. Impairs or precludes CST from being able to provide the Services in a reasonable and business-like manner;

14.1.7.3. Constitutes an abuse or malicious misuse of Services or the Equipment, or is calculated to have the aforesaid effect;

14.2. In the event that the Client breaches any term of clause 14.1 above, CST shall become entitled, in addition to its other rights resulting from the aforesaid breach:

14.2.1. To charge the Client the amount necessary to reimburse CST in relation to any additional expenditure of whatsoever nature incurred by CST as a result of the aforesaid breach; and

14.2.2. To take any other appropriate action it may deem necessary to remedy the situation;

14.3. The Client accepts that upon the commencement of the Initial Period (or any extended period) it shall be liable for all Charges incurred in relation to its utilisation of the Services and Equipment, whether or not the invoicing period in relation to such Charges accords with the duration of the Agreement or not;

14.4. Under no circumstances shall the Client resile from this Agreement, or withhold or defer payment to be made to CST or be entitled to a reduction in any charge or have any other right or remedy against CST, any Network Operator, Upstream Provider, or any other partner, servant, agent or carrier of CST for whom it may be liable in law (and in whose favour this provision constitutes a *stipulation alteri*) in the event that CST interrupts the Service to the Client in instances where it is entitled to do so if and when the Client is in default of any of his/its obligations under this Agreement;

14.5. The Client shall be solely liable in the event of any claim or loss suffered by it, CST or any third party in connection with the Client's unlawful or unauthorised use of the Services;

14.6. The Client shall procure and/or provide any additional necessary equipment, software, hardware, communications equipment and/or connectivity requirements to enable the Client's access to and use of the Products, the Equipment and/or the Services save for as expressly stipulated to the contrary in the Services Schedule and in the Product Schedule. CST does not warrant the compatibility of the Services or the Equipment or the Products (as may be applicable in the circumstances) with the Client's system and the Client agrees that it is solely liable for ensuring compatibility as well as the required telecommunications costs needed to access and/or utilise the said Products, Equipment and/or Services save as expressly stipulated to the contrary in the Services Schedule and/or the Product Schedule;

14.7. The Client shall ensure adherence to all legislative and/or regulatory obligations associated with the use of the Products, the Equipment and/or the Services. The Client shall be solely responsible for monitoring legal and regulatory developments and managing the Client's obligations in this respect. To the extent that any legal or regulatory obligation of the Client has a bearing on this Agreement or the nature of the rendering of Services or the supply of Products and/or Equipment (as the case may be), the Client shall bring any related concerns to the attention of CST;

14.8. The Client undertakes to provide CST with all information accurately, comprehensively and without undue delay and to provide any assistance and approval as requested and reasonably required to enable CST to supply the Services and to provide the Products and/or the Equipment (as the case may be).

14.9. Again, the Client must insure CST's onsite equipment or facilities installed at the Subscriber's premises for the theft or mishandling of equipment, or the Subscriber shall be liable for the replacement of such equipment. The value of equipment for insurance purposes can be requested through CST.

14.10. The equipment installed at the Subscribers premises remains the property of CST unless the client has purchased the equipment outright from CST.

## **15. EXCLUSION OF LIABILITY**

15.1. Except as otherwise expressly provided herein to the contrary, CST shall not be liable to the Client or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage to the clients property, business profit, business transactions, goodwill, revenue, data, voice, electronic communication, supporting software, systems or anticipated savings in any form) or for any costs, claims or demands of any nature whether asserted against CST or against the Client by any party, arising directly or indirectly out of the Services and/or the Products, their use, access, withdrawal or suspension, or out of any information or materials provided or not provided, as the case may be;

15.2. Subject to clause 15.1 above, the entire liability of CST and the Client's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in delict, shall not exceed the aggregate of the Service Fees, Product Price, Equipment charges and Charges paid by the Client under this Agreement for the period of 12 (twelve) months preceding the date on which the Client's claim in this regard is instituted;

15.3. The Client hereby indemnifies CST and its affiliates against and holds CST and its affiliates harmless from any claim by it or any third party arising directly or indirectly out of access to or use of the Services and/or Products or information obtained through the use thereof or in respect of any matter for which liability of CST and its affiliates is excluded in terms of clause 15.1 above;

15.4. The Client agrees that CST needs to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided and that as a result thereof the provision of the Services may be suspended from time to time. Accordingly, all liability on the part of CST in respect of any loss or damage (whether direct or consequential) incurred by the Client during any period of down time, or for any costs, claims, or demands of any nature arising therefrom, is excluded, and the provisions of clause 15.1 above shall apply *mutatis mutandis* to such exclusion.

## **16. INDEMNITY**

16.1. The Client hereby indemnifies CST and its affiliates, its officers, directors, employees, agents, licensors and suppliers, and holds them harmless from and against any claims, damages, actions and/or liabilities and costs including without limitation, loss of profits, direct, indirect, incidental, special, consequential or punitive damages/loss and the Client undertakes to cooperate as fully as reasonably required in the defence of any such claim against CST, occasioned by or related to:

16.1.1. The Client's use of the Products in any manner which violates the terms of this Agreement or is otherwise unlawful;

16.1.2. The Client's use of, or inability to use the Products;

16.1.3. Any alleged infringement of patents, trademarks or any other contravention of Intellectual Property rights by the Client;

16.1.4. Any claims made by third parties arising from the Client's use of the Products;

16.2. CST reserves the right, at its own expense and in its sole discretion, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the Client and the Client undertakes to render its co-operation and assistance when required in this regard by CST.

## **17. SOLICITATION OF CST'S STAFF**

17.1. The Client shall not, save with the prior written consent of CST, during this Agreement and within 6 (six) months following the termination of this Agreement, engage, employ or otherwise solicit for employment, whether directly or indirectly, any person who was an employee of CST at any point in time during the term of this Agreement;

17.2. The Client expressly agrees that in the event that it employs or enters into any contact for the supply of products and/or services, during the term of this Agreement and for a period of 6 (six) months thereafter, with any person who was employed by CST at any time during the term of this Agreement, the Client shall:

17.2.1. Notify CST that it has entered into such contact with an employee CST, immediately upon entering into such contact with the employee;

17.2.2. Pay CST a penalty fee equal to 40% (forty percent) of the gross annual package, including any quantifiable bonuses or incentives and annualised if necessary, paid by CST to the employee concerned. CST shall issue an invoice in this regard; which invoice shall be payable immediately upon receipt.

## **18. CONFIDENTIALITY**

18.1. The Parties agree that the terms of this Agreement and all confidential and proprietary information of the Parties communicated to them in connection with this Agreement shall be received in strict confidence and be used only for the purposes of this Agreement. Each Party shall use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information. No such information shall be disclosed by the recipient Party, its agents, representatives or employees;

18.2. Each Party shall advise its employees, consultants and agents, who receive any of the other Party's confidential information of its confidential nature;

18.3. These provisions do not apply to information which is:

18.3.1. Disclosed by the Parties during the course and scope of this Agreement whilst making use of the Services and/or Products;

18.3.2. Publicly known or becomes publicly known through no unauthorised act of the recipient Party;

18.3.3. Rightfully received by the recipient Party from a third party;

18.3.4. Independently developed by the recipient Party without use of the other Party's information;

18.3.5. Disclosed by the other Party to a third party without similar restrictions;

18.3.6. Required to be disclosed pursuant to a requirement of a governmental agency or any applicable law, so long as the Party required to disclose the information gives the other Party prior notice of such disclosure; or

18.3.7. Publicly disclosed with the other Party's prior written consent;

18.4. All media releases, public announcements and public disclosures by either Party or its respective employees or agents relating to this Agreement or its subject matter, including without limitation promotional marketing material, shall be co-ordinated with and approved by each Party prior to the release thereof. The foregoing shall not apply to any announcement intended solely for internal distribution by any Party or to any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the Party in question;

18.5. This clause shall survive the expiration or termination of this Agreement for whatsoever reason.

## **19. CESSION AND ASSIGNMENT**

19.1. Save for as provided in clauses 19.2 and 19.3 below and elsewhere in this Agreement, neither Party may cede, assign, delegate, or in any other manner transfer its right, title, interest and/or obligations in terms of this Agreement to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld;

19.2. The Client agrees that if for any reason any of the agreements between CST and any third party are terminated and as a result of which CST can no longer provide the Services, all of the rights and obligations of CST in terms of this Agreement may be ceded and assigned to any third party service provider or a relevant Network Operator, and the Client hereby expressly consents to the aforesaid cession and assignment to the extent necessary;

19.3. The Client hereby consents to CST ceding all of its rights, title and interest in terms of this Agreement to any Affiliate and to assigning all of its obligations in terms of this Agreement to any Affiliate. The Client in addition expressly consents to CST ceding to any Affiliate its rights, title and interest in relation to invoicing the Client for any payment due by the Client in terms of this Agreement and to collecting payment of such monies invoiced from the Client.

## **20. INTELLECTUAL PROPERTY**

20.1. All Intellectual Property relating to or used in connection with the Services belongs to and shall continue to belong to CST;

20.2. The Client undertakes that it shall at no time, have any right, title or interest in the Intellectual Property and agrees that it shall not (nor shall it permit any third party to) reverse engineer, decompile, modify or tamper with the Equipment and Intellectual Property;

20.3. The Client warrants that it shall not use the Services to produce, host or present any content in contravention of any person's intellectual property rights, and in particular warrants that it shall recognize, acknowledge and use any content in accordance with any third party's intellectual property rights. The Client furthermore warrants that it has received all necessary permissions to make use of any intellectual property belonging to any third party which it intends making use of.

## **21. ACCEPTANCE OF AGREEMENT**

21.1. The Client acknowledges that he/it has been afforded a proper opportunity to read this Agreement and understand the terms and conditions contained herein and to obtain independent legal advice in this regard should it deem it necessary to do so;

21.2. If the Client is a natural person who is married in community of property, he/she confirms that he/she has obtained the permission of his/her spouse to enter into this Agreement to the extent that such permission is required;

21.3. The Client agrees that he/it has independently evaluated the desirability of the Products and/or Services and that it is not relying on any other representation, agreement, guarantee or statement other than as set forth in this Agreement.

## **22. BREACH**

22.1. In the event that the Client:

22.2. Breaches any of the terms or conditions of this Agreement and fails to remedy such breach within 20 (twenty) business days after the receipt of written notice from CST;

22.2.1. Commits any act of insolvency;

22.2.2. Endeavours to compromise generally with its creditors or does or causes anything to be done which may prejudice CST' rights hereunder or at all;

22.2.3. Allows any judgment against it to remain unsettled for more than 10 (ten) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or

22.2.4. Is liquidated or placed under business rescue (in either case, whether provisionally or finally);  
CST shall have the right, without prejudice to any other right which it may have against Client, to:

22.2.5. Suspend or terminate the Services with immediate effect;

22.2.6. To cancel this Agreement without notice, or to claim immediate specific performance of all of the Client's obligations, whether or not due for performance, in either event without prejudice to CST' right to claim damages;

22.2.7. Treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the Agreement, and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with the Client until Client has remedied the breach; and/or

22.2.8. Cancel this Agreement; in any event without prejudice to CST's right to claim damages;

22.3. The Client shall be liable for all costs incurred by CST in the recovery of any amounts or the enforcement of any rights in terms of this Agreement, including collection charges and costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgment;

22.4. If CST breaches a term of this Agreement and fails to remedy that breach within 20 (twenty) business days of receipt of written notice from the Client calling for the breach to be remedied, then the Client shall be entitled, without prejudice to any other rights that it may have, whether under this Agreement or in law, to cancel this Agreement without notice or to claim immediate specific performance of all the CST's obligations, whether or not due for performance, in either event without prejudice to the Client's right to claim damages.

## **23. FORCE MAJEURE**

23.1. Neither Party shall be liable to the other for any default or delay in the performance of its obligations under this Agreement:

23.1.1. If and to the extent that such default or delay is caused by any act of God, war or civil disturbance, court order, any delay in any performance due from the other Party, or any other circumstance beyond its reasonable control, including without limitation, failures and fluctuations in electrical power or communications; and

23.1.2. Provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by the non-performing Party through the use of alternative sources, workaround plans or other means;

23.2. Following any circumstance of force majeure, the non-performing Party shall:

23.2.1. Notify the other Party as soon as possible;

23.2.2. Be excused from further performance or observance of its obligation(s) so affected for so long as such circumstances prevail, and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay; and

23.2.3. Co-operate with the other Party in implementing such contingency measures as that other Party may reasonably require.



## **24. THE CPA**

In the event that the Client is a juristic person, the Client hereby warrants in terms of Section 2 (b) of the CPA that it is a juristic person whose asset value or annual turnover as at the Effective Date, falls below the current threshold value determined by the Minister, currently being R 2 000 000.00 (two million rand) and that as a result thereof the applicable provisions of the CPA shall apply to the provisions of this Agreement. The Client specifically undertakes that it shall immediately notify CST in writing in the event that its asset value or annual turnover is equals or exceeds the aforesaid threshold value determined by the Minister during the course of the Agreement.

## **25. THE ECA**

The Parties agree that to the extent that the provisions of the ECA are found to be applicable to this Agreement, or to any part thereof, the consumer protection provisions contained therein shall apply to the Client's rights in terms of this Agreement to the extent that the ECA provides greater protection to the Client.

## **26. THE NCA**

In the event that the Client is a juristic person the Client hereby warrants that its asset value or annual turnover, together with the combined asset value or annual turnover of the Client's related juristic persons, at the Effective Date, is less than the threshold value determined by the Minister in terms of Section 7(1) of the NCA, which is currently R 1 000 000.00 (one million rand). The Client specifically undertakes that it shall immediately notify CST in writing in the event that its asset value or annual turnover, together with the combined asset value or annual turnover of the Client's related juristic persons equals or exceeds the aforesaid threshold value determined by the Minister during the course of the Agreement.

## **27. POPI**

27.1. The Parties agree that the following terms as utilised in this clause 27 shall bear the meanings ascribed to them in the POPI Act:

27.1.1. Personal Information; and

27.1.2. Processing;

27.2. The Client hereby consents to the Processing of its Personal Information by CST(or its Affiliate if applicable) for purposes of enabling CST (or its Affiliate if applicable) to carry out its obligations in terms of this Agreement and to exercise their rights in terms of this Agreement and more specifically for purposes of enabling CST (or its Affiliate if applicable) to supply the Products to the Client, to render the applicable invoices to the Client and to collect payment from the Client as provided for in this Agreement;

27.3. Each Party shall ensure that it secures the confidentiality and integrity of all personal information obtained and/or processed by it in accordance with the provisions of the POPI Act. The Parties hereby indemnify each other from any liability or loss incurred by the other Party of whatsoever nature as a result of such Party's breach of the obligations bestowed on it, in terms of the POPI Act.

## **28. GOVERNING LAW AND JURISDICTION**

28.1. The law governing this Agreement, including without limitation its interpretation and all disputes arising out of this Agreement, is the law of South Africa;

28.2. The Parties hereby consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against any Party by the other, under or in connection with this Agreement;

28.3. Notwithstanding the foregoing, either Party shall be entitled to bring proceedings in the High Court where such proceedings would, but for the consent referred to above, fall outside of the jurisdiction of the Magistrate's Court.

## **29. NOTICES AND LEGAL PROCESS**

29.1. Each Party chooses as its address for all purposes under this Agreement ("chosen address"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Agreement ("notice"), as follows:

CST:

Postal Address: P O Box 1102, Strubensvalley,1735  
Physical Address 73 Crawford Dr, Douglasdale, Sandton, 2196  
Phone: 087 985 0675  
E-mail: [info@carrierselect.co.za](mailto:info@carrierselect.co.za)

The Client

Postal Address: See Annexure "A"  
Physical Address: See Annexure "A"  
Fax: See Annexure "A"  
E-mail: See Annexure "A"

29.2. Any notice required or permitted under this Agreement shall be valid and effective only if in writing;

29.3. Either Party may by notice to the other Party change its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the seventh day after the date of receipt by the Party of the notice;

29.4. Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received on the date of delivery;

29.5. Any notice to a Party contained in a correctly addressed envelope and delivered by registered post to a Party's chosen address, shall be deemed to have been received on the seventh day after posting;

29.6. Notwithstanding anything to the contrary herein, a written notice actually received by a Party, including a notice sent by telefax or e-mail, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

### 30. INTERPRETATION

30.1. Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation;

30.2. Unless the context clearly indicates a contrary intention, any word connoting:

30.2.1. any gender includes the other two genders;

30.2.2. the singular includes the plural and vice versa;

30.2.3. natural persons include artificial persons and vice versa;

30.2.4. insolvency includes provisional or final sequestration, liquidation or judicial management;

30.3. A reference to a business day is a reference to any day excluding Sunday and a public holiday in the Republic of South Africa;

30.4. When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding business day;

30.5. A reference to an enactment is a reference to that enactment as at the date of signature hereof and as amended or re-enacted from time to time, including all regulations promulgated in relation thereto;

30.6. The rule of interpretation that a written agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply;

30.7. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;

30.8. The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned;

30.9. Where any term is defined within the context of any particular clause in this Agreement, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in the definition clause.

## **31. GENERAL AND MISCELLANEOUS**

### **31.1. SOLE RECORD OF THE AGREEMENT**

This Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof and supersedes any oral or written representations, understandings, agreements or communications between the Parties concerning the subject matter hereof. Neither Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

### **31.2 NO AMENDMENTS EXCEPT IN WRITING**

No addition to, variation of, or agreed cancellation of this Agreement (including the provisions of this clause) shall be of any force or effect unless in writing and signed by or on behalf of the Parties, save as expressly provided to the contrary in this Agreement.

### **31.3 WAIVERS**

No relaxation or indulgence, which either Party may grant to the other, shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.

### **31.4 SEVERABILITY**

In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **31.6. SURVIVAL OF OBLIGATIONS**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

### **31.7. APPROVALS AND CONSENTS**

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

31.8 **WARRANTIES**

31.8.1 The Parties agree that the following principles shall apply to all warranties and undertakings made by each of them in this Agreement:

31.8.1.1 The warranties shall be deemed to be representations and undertakings by the Party giving the warranty or undertaking in favour of the other Party;

31.8.1.2 Each warranty shall conclusively be deemed to be a representation of fact inducing the Party to whom it was given to enter into this Agreement;

31.8.1.3 Each warranty shall be presumed to be material;

Each warranty shall be a separate warranty and in no way limit or restricted by reference to or inference from the terms of any other warranty.

Customer   Client Terms & Conditions Acceptance	OFFICE USE ONLY
Customer   Client:	Carrier Select Telecoms (PTY) LTD
Authorizing Signee Name:	Authorizing Signee Name:
Place:	Place:
Signature:	Signature:
Date:	Date:
Witness Name:	Witness Name:
Witness Signature:	Witness Signature:

**ANNEXURE "A": CLIENT INFORMATION FORM**

**COMPLETE IF CLIENT IS A PERSON**

Client's full name: \_\_\_\_\_

Identity number: \_\_\_\_\_

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Email address: \_\_\_\_\_

Fax: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**COMPLETE IF CLIENT IS A COMPANY/CLOSE CORPORATION**

Client's full registered name: \_\_\_\_\_

Client's trading as name (if applicable): \_\_\_\_\_

Registration number: \_\_\_\_\_

Vat number: \_\_\_\_\_

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Email address: \_\_\_\_\_

Fax: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Full name of client's duly authorised representative: \_\_\_\_\_

Full name of client's contact person: \_\_\_\_\_

**ANNEXURE "B": SERVICES SPECIFICATION SCHEDULE**

**MUST CONTAIN:**

- A full description of the services to be provided
- A full description of all equipment and software which shall be provided to the Client to use for the duration of the agreement
- The initial term of the agreement (including the date from which the services will be rendered as well as the termination date)
- Full details of the service fees payable by the Client

**ANNEXURE "C": PRODUCT SPECIFICATION SCHEDULE**

**MUST CONTAIN:**

- A full description of the products which shall be sold to the Client
- Full details of the purchase price payable by the Client in relation to the products purchased

**Special Instructions**

Please be advised on the following special Instruction