

Standard terms and conditions

Version dated 10 October 2017

1. QUOTATIONS/PROPOSALS

- 1.1. Upon acceptance by you of the quote/proposal, you agree all work done, products supplied and/or services rendered are so supplied and/or rendered in accordance with the standard terms and conditions of LAW Trusted Third Party Services (Pty) Ltd (hereinafter referred to as LAWtrust).
- 1.2. State the quotation reference number, once you issue a purchase order. The terms and conditions contained on your purchase order will not apply to, supplement or supersede any provision contained in this quote/proposal and/or the attached agreements.
- 1.3. Should this quote/proposal include the provision of third party software supplied by LAWtrust that necessitates the acceptance by you of the supplier's end-user license agreement, then on acceptance of this quote/proposal you will be deemed to have accepted the supplier's end-user license agreement.
- 1.4. The accepted quote/proposal replaces and supersedes any previous proposals and quotes issued regarding the subject matter thereof.
- 1.5. All pricing in this quotation/proposal is quoted in South African Rand and excludes VAT.
- 1.6. Unless a price has been quoted by LAWtrust, which will then apply, the price of the services and/or goods will be the current ruling price of LAWtrust on the date that the services and/or goods are supplied/delivered to the client.
- 1.7. Software and Hardware will be invoiced upon delivery.
- 1.8. Pricing for Professional Services is estimated and subject to a finalized statement of work.
- 1.9. Any products that contain licencing or maintenance are renewable on an annual basis, regardless of date or time of implementation by the Customer. Renewal of licences will be payable each year on the anniversary date of the initial Purchase Order. Upon written request by the customer, LAWtrust may be approached to provide a 3-month grace period for licence or maintenance renewal, only in the event that implementation by the Customer has not been completed.

2. PRICING

- 2.1. Pricing is subject to rate of exchange adjustments, the following procedure will apply unless specifically otherwise agreed:
- i. Prices shall indicate the base rate of exchange (ROE) used to convert the foreign portion to South African currency. Any increase or reduction in the relevant amount as a result of any fluctuation in the rate of exchange or revaluation of currencies shall, irrespective of whether the price is firm or not, be subject to the following conditions:
 - a. Fluctuations between contract bill of material rates and quotes: Will be fully exposed to ROE adjustments with the ROE determined at the average buy and sell rate on the quote date based on the Standard Bank closing rates of the previous day (day before the quote date);
 - b. Fluctuations between quote date and order date: The order amount in South African currency will be determined at the average buy and sell rate on order date based on the Standard Bank closing rates of the previous day (day before the PO date);
- 2.2. Notwithstanding clause 2.1 and any other provision in these General Terms and Conditions the price contained in the quotation/proposal shall be valid and binding for a period of fourteen (14) days.

3. INVOICING

- 3.1. Invoices become payable immediately upon presentation. Clients are granted a 30 (thirty) day grace period, calculated from the date of the invoice, in which the invoice has to be settled in full. Invoices will be rendered periodically against agreed to milestones, delivery and completion of work.
- 3.2. Any delays or other unforeseen difficulties caused by the client which are beyond the control of LAWtrust, may result in additional charges.
- 3.3. All prices quoted exclude VAT, unless stated otherwise.
- 3.4. Any reasonable disbursements, including accommodation and travel, incurred by LAWtrust in connection with the services rendered, will be agreed to with the client and will be charged to the client at cost plus VAT. This clause is only applicable when disbursements are not made provision for in the quotation/proposal.
- 3.5. In the event of any portion of an invoice being disputed, then the client undertakes to forthwith pay the undisputed amount of such invoice according to the agreed terms of credit allowed in the terms of this agreement.
- 3.6. Interest is payable on overdue payments, calculated from days 31 of the date of invoice, at 2% per month as permitted by the National Credit Act 34 of 2005.

4. GRANTING OF CREDIT

- 4.1. LAWTrust may in its sole and absolute discretion grant credit to anyone who applies for credit
- 4.2. Any credit grant will be subject to a thorough credit review through a recognized South African Credit Bureau and by applying for credit, you agree to LAWtrust conducting such a credit review
- 4.3. LAWtrust may at any time withdraw the credit facility upon written notice to you.

5. CONFIDENTIALITY

The recipient of information as per the agreement with LAWtrust, agree to keep the information confidential and not to disclose any such information to unauthorized persons.

6. INTELLECTUAL PROPERTY

- 6.1. LAWtrust remains the owner of all copyright and other intellectual property rights in all utilities, software, solutions, designs, techniques, methods, methodologies, tools, processes, templates, data or other materials provided, created or developed either before or during the rendering of services by LAWtrust.
- 6.2. LAWtrust reserves the right, where payments are outstanding, to exercise a lien in respect of those outstanding fees over any processes implemented, infrastructure and other solutions including any documentation relating thereto, which has been delivered to the client.

7. LIMITATION OF LIABILITY

- 7.1. LAWtrust will not be held liable for defective goods or services, unless written notice is received by LAWtrust within 48 hours after delivery of the goods or installation and activation of the services to the client, detailing the defect.
- 7.2. LAWtrust's liability to the client for any damages allegedly sustained by the client, including any damages allegedly arising out of LAWtrust's negligence or that of its employees, agents or sub-contractors, will be limited to the replacement of goods and/or providing the services, whichever is applicable.
- 7.3. Neither party will under any circumstances be liable for any consequential damages, special or otherwise, including but not limited to loss of business, loss of profits or anticipated savings, whether foreseeable or not.

- 7.4. In the event of a delict, breach of contract or breach of warranty, LAWtrust will not be held liable for any amounts which cumulatively exceed 50% (fifty percent) of the total amount received by LAWtrust in respect of the services performed in terms hereof.

8. FORCE MAJEURE AND LIMITATION

- 8.1. Neither party will have any claim against the other party ("the affected party") for any delay or failure of the affected party to carry out any of its obligations under this agreement arising from or attributable to acts of God, war, terrorism, government, labour action or unrest, failure of suppliers or contractors or any other cause whatsoever beyond the control of the affected party ("force majeure").
- 8.2. The performance of the obligations of the affected party will, subject to clause 6.3, be suspended for the duration of the force majeure, which will be deemed to commence only upon the date of written notice by the affected party to the other party. Upon cessation of the force majeure, this agreement will again become fully operative and the affected party will immediately resume its performance.

9. BREACH AND TERMINATION

In the event of termination, for any reason whatsoever, the client is liable to pay any fees and expenses incurred up until the date of termination.

10. NON WAIVER

Any extension of time or any other relaxation of indulgence granted by either party to the other party will not be deemed to be a waiver by that party of any of its rights of the terms and conditions of this agreement.

11. LEGAL COSTS

In the event that LAWtrust institutes legal action against the client for whatever reason, then the client will be liable to pay the legal costs of LAWtrust calculated on an attorney and own client scale, provided that LAWtrust is successful in such legal action.

12. GENERAL

- 12.1. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter hereof.

- 12.2. No alteration or variation to, or consensual cancellation of this agreement, including this clause, will be of any force or effect, unless it is recorded in writing and signed by all the parties.
- 12.3. No failure or delay by a party to enforce any provision of this agreement will constitute a waiver or suspension of such provision or affect in any way a party's right to require performance of any such provision at any time in the future, nor will the waiver of any right arising from any subsequent breach nullify the effectiveness of the provision itself.
- 12.4. No party may cede its rights and/or delegate its obligations under this agreement without the prior written consent of the other party.
- 12.5. In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining provisions, which will remain in full force and effect. If any invalid term is capable of amendment to render it valid, the parties agree to negotiate in good faith an amendment to remove the invalidity.
- 12.6. Unless otherwise agreed in writing between the parties, no party will for its own benefit or as a representative of or agent for any third party, persuade, induce, encourage, procure or solicit (or procure such persuasion, inducement, encouragement, procurement or solicitation of) the personnel of the other party to disclose any intellectual property of the other party to any person not authorized by the owner of the intellectual property to receive it.
- 12.7. The client warrants that the person entering into the agreement, signing off on quotations or issuing a purchase order, is authorized to act on behalf of the client, whether disclosed or otherwise.
- 12.8. This agreement will be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa.
- 12.9. If the client fails to pay any undisputed amount due and payable to LAWtrust in terms of this agreement for the rendering of any services or the delivery of products, then LAWtrust may, without prejudice to any other rights it may have, suspend the rendering of further services or provision of products until payment thereof.
- 12.10. If any conflict arises in respect of the provisions contained in these terms and conditions and the attached quote/proposal, the provisions contained in these terms and conditions will prevail.
- 12.11. The client will bear all risk of damage to or loss of the products as set out in the attached quote/proposal from the delivery of the products to the client.
- 12.12. Notwithstanding delivery and invoice of the products as set out in the quote/proposal to the client, ownership in and to such products will not pass to the client until the purchase price of such products has been paid in full to LAWtrust.
- 12.13. The terms and conditions contained on the client purchase order, order acceptance forms and/or invoices will not apply to supplement or supersede any provision of this agreement.

- 12.14. The client will be responsible for and control all activities in which LAWtrust is involved which activities will remain under the supervision, management and control for the client. 12.15. A signed delivery note will constitute prima facie proof that the services and/or goods have been supplied/delivered to the client, whether signed by the client, an employee, an agent or representative of the client.
- 12.16. In the event of any conflict between these Terms and Conditions and any other agreement signed between the client and LAWtrust, the provisions of such agreement will prevail over the conditions of these terms and conditions. Where no other agreement has been signed, these Terms and Conditions will constitute the agreement between the parties.