

STANDARD TERMS and CONDITIONS OF SALE OF Stratosat Datacom (Proprietary) Limited
(hereinafter referred to as **Stratosat**)

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1. APPLICABILITY OF THE STANDARD CONDITIONS

Unless otherwise agreed in writing and signed by Stratosat, these Standard Conditions of Sale shall constitute the entire agreement between Stratosat and the Customer and all Goods are sold and/or services are rendered subject to this Agreement only. Any additional or different terms or conditions contained in the Customer's order shall be null and void and of no force and effect.

2. DEFINITIONS

- 2.1. "Customer" means any person or persons at whose request or on whose behalf or in respect of whom Stratosat undertakes any business.
- 2.2. "Goods" means the products and or services purchased from Stratosat.
- 2.3. "OEM" means Original Equipment Manufacturer
- 2.4. "Order" means the purchase order send by the Customer to Stratosat. Also referred to as the "Sales Order".
- 2.5. "Stratosat" means Stratosat Datacom Proprietary Limited, Registration № 1974/000282/07, registered in the Republic of South Africa (RSA); Stratosat Datacom South Africa Pty Ltd, Registration Number 2015/384903/07
- 2.6. "these conditions" means these Standard Terms and Conditions of Sale.

3. ORDER

- 3.1. The contract between Stratosat and the Customer shall only come into existence when Stratosat has accepted the Customer's sales order either wholly or in part.
- 3.2. Should a Stratosat quotation be accepted by a Customer, a duly authorized order should be forwarded within the quotation validity period to Stratosat for processing.
- 3.3. All sales orders accepted by Stratosat shall be binding on the Customer and may not be cancelled without obtaining Stratosat's prior written consent.

4. PRICES

- 4.1. Prices quoted are subject to the validity period indicated on the Stratosat quotation.
- 4.2. Subject to the other provisions of these conditions, the purchase prices at which the Goods shall be as stipulated on the valid Stratosat quotation issued to the Customer.
- 4.3. Prices quoted are subject to exchange rate variation and stock availability.
- 4.4. If there is an unfavourable change in the relevant foreign currency exchange rate or the applicable government imposts, levies or charges or any other change to the costs of labour, raw materials or freight, resulting in an increased cost to Stratosat in supplying the Goods and/or rendering the services in question, after Stratosat accepted the Sales Order from the Customer, then Stratosat shall, on 30 (thirty) calendar days' notice in writing to the Customer, be entitled to adjust its price by the amount of such increase.
- 4.5. Unless otherwise stipulated, all prices are exclusive of VAT.
- 4.6. If the Customer varies its order or if there are delays or changes which are not as a result of any act or omission of Stratosat, Stratosat shall be entitled to revise its prices by notice in writing.
- 4.7. In the event of a price reflected on an order or confirmation of the order being incorrect due to a clerical error, then Stratosat shall have the right to amend such price to rectify the error.

5. VALUE ADDED TAX

- 5.1. The Customer shall be responsible for and undertakes to pay to Stratosat, at the same time as it is obliged to pay any sum in respect of Goods supplied or to be supplied and/or services rendered or to be rendered, any tax payable thereon by Stratosat in terms of the Value Added Tax Act № 1991, as amended from time to time, or any replacement Act.

6. PAYMENT

- 6.1. Unless otherwise specifically agreed to by Stratosat in writing, all amounts shall be paid by the Customer to Stratosat on demand or immediate, without deduction, demand or set-off, upon presentation of the Stratosat invoice.
- 6.2. Any amount not paid on due date shall, at the discretion of Stratosat, bear interest from the due date until it is paid, at a rate not exceeding 2 (two) percentage points above the published prime overdraft rate from time to time of Stratosat's principal bankers, to Stratosat.

- 6.3. A letter purporting to be signed by a general, branch or other manager of Stratosat's principal bankers, setting out the published prime overdraft rate from time to time shall be proof of the rate until the contrary is proved.
- 6.4. In the event of COD orders, Goods will only be released if proof of payment has been received and payment has been confirmed by Stratosat.
- 6.5. If any amount owing by the Customer to Stratosat is not paid on the due date, all amounts owing by the Customer to Stratosat from any cause whatsoever shall become immediately due and payable.
- 6.6. Customer is responsible to obtain all regulatory approvals and or exceptions which may be required in order to conclude and implement the transactions envisaged including the granting of all necessary approvals by the Financial Surveillance Department of the South African Reserve Bank and/or the central/reserve bank of the country in which the Customer is trading, in order to give effect to the provisions of the contract.
- 6.7. Notwithstanding that the Customer may have a claim against Stratosat for the Goods being defective, the Customer is not entitled to withhold payment of any amount due to Stratosat nor set off any amount against any payment due to Stratosat.

7. DELIVERY LEAD TIMES

- 7.1. Delivery lead times quoted are from date of customer purchase order acknowledgement by Stratosat, subject to inventory availability and logistical instances outside of Stratosat's control.
- 7.2. The time stated for delivery of the Goods or the rendering of any service by Stratosat is approximate only and shall not be a material term sale between Stratosat and the Customer.
- 7.3. Subject to 7.1, Stratosat will make reasonable efforts to deliver Goods and render services within the times stated in the contract and late delivery shall not render the sale invalid nor render Stratosat liable for any claim or damages.
- 7.4. Delivery of the Goods is dependent on stock availability and shall be made, subject to 7.1 and 7.3, when stocks are available.

8. DELIVERY AND RISK

- 8.1. Unless otherwise agreed in writing, the Customer shall take delivery of the Goods at the pre-agreed location subject to the relevant incoterms. If Stratosat agrees to deliver the Goods to the Customer at any other place, then the Customer will be liable for all of the costs of delivery.
- 8.2. Where delivery is effected by Stratosat's transport, or by Stratosat's transport contractor:-

- 8.2.1. all risks in the Goods shall remain with Stratosat until and shall pass to the Customer on the transporting vehicle coming to a stop at the point where the Goods are to be unloaded;
 - 8.2.2. the responsibility for unloading rests with the Stratosat;
 - 8.2.3. Stratosat reserves the right to pass on to the Customer any additional charges or any other costs whatsoever, including insurance premiums, which may be incurred by Stratosat as a result of delayed or protracted unloading of the Goods by or on behalf of the Customer;
 - 8.2.4. Stratosat also reserves the right to charge the Customer with any other costs relating to the delivery of the Goods to the Customer, including insurance premiums, storage or additional freighting costs and customs duties, if such costs are incurred as a direct result of the Customer or any unforeseen regulatory fees not as a direct result of the Customer.
- 8.3. When a delivery is made by Stratosat to the Customer through the medium of a transport carrier engaged by or on behalf of the Customer, then and in such event, all risks in and to the Goods in question shall pass to the Customer on delivery of the Goods by Stratosat to the carrier.
 - 8.4. Unless the Customer reports in writing an incomplete or short delivery to Stratosat within 7 (seven) calendar days of the consignment in question having been delivered, the Customer shall be precluded from making any claim against Stratosat in connection with such short or incomplete delivery.
 - 8.5. Where the Customer requests that delivery be suspended or delayed to a date later than that originally requested, Stratosat shall be entitled to charge the Customer a reasonable fee for the storage of such Goods.
 - 8.6. Stratosat is entitled to withhold delivery of Goods if the Customer has not made payment of amounts due in respect of previous orders.
 - 8.7. Stratosat is entitled to withhold delivery of Goods if the Customer has not made payment of amounts due in respect of the applicable Sales Order, such as for example advance payments or the like.

9. OWNERSHIP

- 9.1. Ownership of all Goods delivered shall remain in Stratosat until Stratosat has received payment of the full purchase price notwithstanding that the Goods may have been purchased for resale.
- 9.2. The Customer acknowledges Stratosat's rights to repossess the Goods if the Customer defaults with any payment, in whole or in part, and the Customer shall bear the onus of proving that it has not defaulted with any payment and that payment has been made in full to Stratosat.

9.3. Stratosat's rights to repossess the Goods in terms of clause 9.2, includes, inter alia, Stratosat and/or its agents having the right to enter the Customer's premises for the purpose of inspecting and/or removing the Goods from the Customer's premises.

10. HYPOTHEC

10.1. The Customer shall give valid notice to his landlord of the terms of these Conditions in order to prevent the landlord's hypothec from being exercised over any Goods supplied by Stratosat to the Customer.

11. RETURN OF GOODS

11.1. If Stratosat agrees to accept the return of any Goods for credit, the Customer shall be liable to pay Stratosat a handling charge of not less than 10% (ten percent) of the invoiced price of the Goods returned.

11.2. The management of Return Material Authorization (RMA) products and or services during or after warranty will be subject to the applicable terms and conditions of the Original Equipment Manufacturers. Stratosat does not accept any implied or unforeseen costs not specifically stated.

12. WARRANTY

12.1. Original Equipment Manufacturer specific warranty terms and conditions apply.

12.2. Other than as expressly provided in these terms, Stratosat does not represent, warrant, guarantee or assume any responsibility for any product, service, quality, workmanship or the like.

13. LIMITATION OF LIABILITY AND INDEMNITY

13.1. Neither Stratosat nor any of its employees or agents shall be liable for any loss or damage whatsoever, whether direct, indirect, consequential or otherwise, including any loss of profit, to any person or property, arising from any cause in connection with the products, services performed or advice given by Stratosat, including inter alia, deleterious effects resulting from the application of any process or treatment to the Goods after delivery, whether such loss or damage results from any breach of contract, delict, negligence of any degree or any other cause without limitation. The Customer hereby indemnifies Stratosat and holds it harmless against all and any claims which may at any time be made against Stratosat in respect of any such loss or damage.

13.2. If a Customer sells or disposes of any Goods supplied to it by Stratosat to a third party or otherwise permits a third party to use such Goods, the Customer shall include in the Customer's agreement with the third party a provision in terms of which Stratosat is afforded a similar limitation of liability to that contemplated in 13.

14. FORCE MAJEURE

14.1. If Stratosat is prevented or restricted directly or indirectly from carrying out all or any of its obligations under a contract with the Customer by reason of strike, lock-out, fire, explosion, floods, storms, riot, war, sabotage, accident, an act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, negligence of the carriers, inability to obtain raw materials, civil commotion, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of Stratosat, Stratosat shall be relieved of its obligations in terms of the contract with the Customer during the period that such event and its consequences continue and shall not be liable for any delay or failure in the fulfilment of any obligations thereunder or loss or damages either general, special or consequential, which the Customer may suffer due to or resulting from such delay or failure in performance. If Stratosat invokes force majeure it shall upon termination of such event giving rise thereto, forthwith give written notice thereof to the Customer. Should such force majeure continue for a period of more than 20 (twenty) calendar days then Stratosat shall be entitled forthwith to cancel the contract with the Customer in respect of any obligation still to be performed thereunder.

15. CANCELLATION

15.1. Notwithstanding the acceptance of the cancellation of a contract by Stratosat, Stratosat shall be entitled to recover all damages incurred by it arising from or in connection with such cancellation, including but not being limited to all costs, expenses and loss of profit arising out of or in connection with such cancellation.

16. NOTICES AND DOMICILIA

16.1. All notices to be given in terms of the contract shall be in writing and shall be delivered by hand or sent by prepaid registered post to Stratosat at P O Box 145, Isando, 1600, Gauteng, Republic of South Africa.

16.2. Each party shall be entitled at any time to change its domicilium to any other physical address within the Republic of South Africa, provided that such change shall take effect only upon delivery or deemed delivery of notice thereof to the other party.

17. GENERAL

- 17.1. No agent or employee of Stratosat, other than a director of Stratosat, has Stratosat's authority to alter or vary these conditions.
- 17.2. The Customer may not rely on a representation which it claims persuaded it to enter the contract.
- 17.3. No agreement varying, adding to, deleting from or cancelling any of these conditions, and no waiver of any of these conditions, shall be effective unless reduced to writing and, signed by a director of Stratosat.
- 17.4. No indulgence granted by Stratosat shall constitute a waiver of any of Stratosat's rights.
- 17.5. If Stratosat refers any claim or dispute against the Customer to its attorneys, and whether or not Stratosat institutes or defends any legal or arbitration proceedings to enforce or protect its rights, Stratosat shall be entitled to recover from the Customer all legal costs (on an attorney and own client basis), tracing charges and collection commission incurred by Stratosat in that regard.
- 17.6. In the event of Stratosat deciding to institute legal proceedings for the enforcement of any of its rights against the Customer, Stratosat shall be entitled to do so in the Magistrate's Court which would, but for the amount involved, have jurisdiction.
- 17.7. A certificate signed by a director of Stratosat reflecting particulars of the amount owing by the Customer together with details of all deliveries made to the Customer and the invoices pertaining to such deliveries shall be prima facie proof thereof and of the Customer's indebtedness to Stratosat.
- 17.8. The Customer may not cede any of its rights or delegate any of its obligations in terms of the contract unless a director of Stratosat gives prior written consent to the Customer to do so.
- 17.9. Credit facilities allowed by Stratosat are in Stratosat's discretion and Stratosat is entitled, at any time, without notice to the Customer to, vary, curtail or terminate such facilities.
- 17.10. Unless it conflicts with the context of these conditions, words signifying one gender will include the other genders, words signifying the singular will include the plural and vice versa, and words signifying natural persons will include artificial persons and vice versa.
- 17.11. Headings of clauses are inserted for the purpose of convenience only and shall be ignored in the interpretation of these conditions.
- 17.12. If any part of these conditions is or becomes unenforceable, it will be severable from the rest of these conditions which will continue to be binding.

17.13. This agreement shall be interpreted and implemented in accordance with the law of the Republic of South Africa.