



## INFORMATION SCHEDULE A

### THIS SCHEDULE IS INTEGRAL TO THE TERMS AND CONDITIONS (RESELLER AGREEMENT)

#### 1. DEFINITIONS AND INTERPRETATION

This schedule is integral to the terms and conditions (Reseller agreement) referred to in the heading and is subject to the terms of the agreement at [www.condyn.net](http://www.condyn.net). To the extent that any terms contained in this schedule do not expressly override the provisions of the agreement, and there exists a conflict in interpretation the provisions of the agreement shall prevail.

#### 2. AMENDMENTS TO SCHEDULE

- 2.1 If any information that is contained in this schedule requires amendment and the amendment does not require the agreement of the parties, the amendment shall be effected by the one party giving written notice to the other of the amendment as provided in the agreement.
- 2.2 If any amendment to this schedule is to be made that requires the agreement of the parties the amendment shall be recorded in writing and signed by both parties before it shall be of any force and effect.

#### 3. RESELLER INFORMATION

##### 3.1 ENTITY DETAILS OF RESELLER

NAME	
REGISTRATION/ID NO.	
VAT NUMBER	
PHYSICAL ADDRESS	
TELEPHONE NUMBER	
MOBILE NUMBER	
TELEFAX NUMBER	
EMAIL ADDRESS	

## 3.2 RESELLER'S ACCOUNT MANAGER

NAME	
TELEPHONE NUMBER	
MOBILE NUMBER	
TELEFAX NUMBER	
EMAIL ADDRESS	

## 4. CONDYN INFORMATION

## CONDYN'S ACCOUNT MANAGER

NAME	
TELEPHONE NUMBER	012 683 8816
MOBILE NUMBER	
TELEFAX NUMBER	012 6654362
EMAIL ADDRESS	

## 5. PRODUCTS

- 5.1 Unless CONDYN restricts the Reseller's rights, which restriction shall be by written notice addressed to the Reseller, the Reseller shall be entitled to sell all of the products supplied by CONDYN, subject to CONDYN being satisfied that the Reseller has the appropriate sales and technical expertise relating to the product.
- 5.2 If a supplier requires that the Reseller enter into a written licence agreement with it, or that prior to providing software to the Reseller CONDYN enters into agreements with the Reseller relating to the resale and on licensing of the software, the Reseller shall not be entitled to sell or licence the relevant software without having complied with the contractual formalities required by the supplier.
- 5.3 The CONDYN product range will be published on its website [www.condyn.net](http://www.condyn.net).

## 6. TERRITORY

The rights of the Reseller to market, sell and implement products and services in terms of the Terms and conditions Agreement are confined to the territory described below:


**7. COMMERCIAL RELATIONSHIP**

- 7.1 CONDYN may, in its entire discretion, either provide discounts or give cost price to the on the provision of the products, software supplied with the products and technical services provided by CONDYN to the Reseller
- 7.2 CONDYN shall be entitled in its entire discretion to review the pricing structures applicable to the Reseller provided that it will not change the pricing (except where Foreign Exchange rates are applicable) which is calculated in a quotation provided to the Reseller during the period of validity of the quotation.
- 7.3 Any changes to the pricing structure of product portfolio will be notified by CONDYN to the Reseller in writing not less than 7 (seven) days prior to the new applicable pricing structure becoming effective.
- 7.4 If an agreement with the reseller has been initiated by CONDYN it may, in its entire discretion, offer a discount fee to the Reseller to process the order.

**8. COMMENCEMENT DATE**

Notwithstanding the date of signature of this agreement it will be deemed to have commenced on the date indicated below.

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**9. SUPPORT SERVICE**

- 9.1 Should the Reseller require CONDYN to provide support services, CONDYN will give a proposal for such services according to the requirements and within the scope that the reseller provides to CONDYN.
- 9.2 CONDYN may increase the support service fees in the event that the project was under scoped by the client and reseller or CONDYN may refuse to support services outside the technical scope of the Proposal.
- 9.3 CONDYN's support charges shall increase annually with a minimum percentage of 10% and the Reseller shall be advised of the increase at least 30 (thirty) days prior to the increase becoming effective.

**10. PAYMENT TERMS**

- 10.1 The currency in which any quotation is made shall be clearly indicated in a written quotation provided by CONDYN to the Reseller.
- 10.2 Prices quoted may be subject to fluctuation in foreign exchange rates or price increases by CONDYN suppliers.
- 10.3 All prices are quoted excluding value-added tax, any customs duty and any other taxes or charges which may be applied in the supply by CONDYN to the Reseller of the products.
- 10.4 CONDYN will process orders on a cash on order basis only. **CONDYN shall not process any orders where amounts are due on order by the Reseller until such amount has been paid.**

- 10.5 **In the event that CONDYN has provided** credit facilities to the Reseller and payments due to CONDYN fall within the amount of credit extended, the Reseller shall pay the amounts due to CONDYN within 7(seven) days of invoice.
- 10.6 CONDYN shall be entitled to claim reimbursement from the Reseller of all direct costs incurred by it in respect of travel, subsistence and accommodation as well as any disbursements made by it on behalf of the Reseller provided the Reseller has approved the costs being incurred.
- 10.7 Payments to CONDYN shall be made to Connectivity Dynamics (Pty) Ltd, bank account number 310300436, Standard Bank, Centurion.
- 10.8 All payments must indicate the reference numbers of invoices submitted by CONDYN to the Reseller.
- 10.9 Unless expressly agreed to the contrary in writing the delivery of all products and component software shall be made ex-works at CONDYN's head office Unit 32, Cambridge Park, 5 Bauhinia Street, Highveld Technopark, Centurion

**11. AUTHORITY**

The persons signing this agreement hereby warrant that they have read and understood the terms and conditions as published on the CONDYN website (and may be changed without prior notice from time to time) at [www.condyn.net](http://www.condyn.net) and accept the terms and conditions as stipulated on www.CONDYN.net. Furthermore, the parties signing this agreement warrant that they are properly empowered and duly authorised to sign this agreement on behalf of the parties.

SIGNED AT \_\_\_\_\_ Centurion \_\_\_\_\_ ON \_\_\_\_\_

AS WITNESSES:

1.

\_\_\_\_\_

2.

\_\_\_\_\_

\_\_\_\_\_  
**CONNECTIVITY DYNAMICS (PTY) LTD,**  
duly authorised  
Name: Jorina van Rensburg  
Capacity: CEO

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_

AS WITNESSES:

1.

\_\_\_\_\_

2.

\_\_\_\_\_

\_\_\_\_\_

**THE RESELLER**

Duly authorised

Name:

Capacity: