



TERMS AND CONDITIONS –

CONDYN RESELLER AGREEMENT

DEFINITIONS AND INTERPRETATIONS

Where used in these Terms and Conditions of sale:

“Authorised Representative” means any person who holds the job title and office of General Manager, Financial Director

“Reseller” means any individual, person, entity, company, partnership or organization that purchases **products from CONDYN for on selling to end user resellers.**

“Consumer” means any individual, person, entity, company, partnership or organization who is acting as a consumer (as defined by applicable law) and/or for purposes not related to his or her trade, business or profession.

“Terms and Conditions” means these Terms and Conditions of sale or any such successor terms and conditions that the Reseller is notified are in full force and effect as of the date of a Contract and are concurrently available on CONDYN’s website located at www.condyn.net

“Supplier” means the Vendor(s) who is the owner of the product supplied by CONDYN

“CONDYN” means Connectivity Dynamics (Pty) Ltd, registered under the laws of the Republic of South Africa in South Africa with registration number 1998/007501/07

“Reseller” means the reseller of the products and services and is stipulated in the Information Schedule A which from an integral part of this terms and conditions.

b. As used in these Conditions, (1) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (2) the term “including” will always be deemed to mean “including, without limitation”, (3) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, and (4) any headings in the Conditions are for convenience only and shall not affect the interpretation of any terms.

1. APPLICATION OF TERMS, PRICES & QUOTATIONS

1.1 Subject to any variation under 1.4 any contract between CONDYN and the Reseller for the sale and purchase of goods, licences and/or materials (“Goods”) or services (“Services”), shall be on these Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Reseller purports to apply under any purchase order, confirmation of order, specification or other document). For the avoidance of doubt, if and to the extent that certain of the provisions of the National Credit Act (Act 34 of 2005) (“NCA”) are or become applicable to the Reseller or to the matters dealt with in these Terms and Conditions, these Terms and Conditions shall at all times be subject to the provisions of the NCA and nothing in these Terms and Conditions shall

operate to exclude or limit any right that the Reseller may have or any obligation that CONDYN may have toward the Reseller in terms of the NCA.

1.3 No terms or conditions endorsed on, delivered with or contained in the Reseller's purchase order, confirmation of order, specification or other document shall form part of the agreement between CONDYN and the Reseller simply as a result of such document being referred to in the Reseller's documents.

1.4 These Terms and Conditions apply to all CONDYN's sales and any variation to these Terms and Conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by CONDYN. The Reseller acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of CONDYN which is not set out in the relevant contract for the sale and purchase of the Goods and/or Services. Nothing shall exclude or limit CONDYN's liability for fraudulent misrepresentation.

1.5 Each order or acceptance of a quotation for Goods or Services by the Reseller from CONDYN shall be deemed to be an irrevocable offer by the Reseller to buy Goods or Services subject to these Terms and Conditions.

1.6 No order placed by the Reseller shall be deemed to be accepted by CONDYN until a written acknowledgement of order is issued by CONDYN or (if earlier) CONDYN delivers the Goods or Services to the Reseller.

1.7 The Reseller shall ensure that the content of any order and any applicable specification are complete and accurate.

1.8 Any quotation is given on the basis that no contract shall come into existence until CONDYN dispatches an acknowledgement of order to the Reseller. Any quotation is valid for a period of 48 (forty-eight) hours only from its date, provided that CONDYN has not previously withdrawn it. All quotations are subject to availability of Goods and Services.

1.9 Unless otherwise agreed by CONDYN in writing, the price for the Goods or Services shall be the price quoted on the official quote provided by CONDYN.

1.10 The price of the Goods sold or Services supplied to the Reseller is strictly net and not subject to any discounts unless otherwise agreed.

1.11 Discounts, agreed to in writing by CONDYN, shall only apply if payment is received by CONDYN by the due date. The agreed discount will be on the net price of the Goods or Services only, and not (to the extent applicable) in respect of value added tax, transport costs, storage charges, packaging and packing costs, insurance and other charges, duties or taxes.

1.12 Special discounts requested from Original Equipment Manufacturers ("OEM") are subject to CONDYN receiving such OEM approval for the applicable discount.

1.13 The price for the Goods and Services shall be exclusive of any value added tax and all costs or charges in relation to packaging, shipping and

insurance, all of which amounts the Reseller shall pay in addition when it is due to pay for the Goods or Services.

2. PAYMENT

2.1 Payment terms are strictly Cash on Order ("COO").

2.2 In respect of COO Resellers, payment shall be due before order is processed to CONDYN's vendor and strictly before collection or before delivery of Goods or rendering of Services. If the Reseller fails to collect or accept delivery of the Goods or Services, payment shall automatically become due immediately

2.3 The Reseller agrees to pay the amount reflected on CONDYN's invoice and shall not be entitled to claim set off or deduction in respect of any payment due by the Reseller to CONDYN for Goods supplied or Services rendered.

2.4 CONDYN may appropriate and/or allocate all payments made by the Reseller to such accounts as CONDYN, in its sole and absolute discretion, decides.

2.5 CONDYN shall have the right to suspend deliveries without notification

2.6 The Reseller agrees that if any amount owed by it is not settled in full by the due date for payment CONDYN will be entitled to:

2.6.1 immediately institute action against the Reseller; and/or

2.6.2 cancel the sale and, subject to CONDYN fulfilling any requirements imposed by law, take possession of any Goods delivered to the Reseller, including Goods sold, disposed of or

installed by the Reseller, which have not been paid for in full, and claim damages.

2.7 These remedies are without prejudice to any of CONDYN's other rights.

2.8 Should any amount not be paid by the Reseller on due date, then the full outstanding amount in respect of all purchases by the Reseller shall immediately become due, owing and payable irrespective of the dates when the Goods or Services were purchased, and the Reseller shall be liable to pay interest in respect of amounts unpaid at CONDYN's banker's prime lending rate plus 2% or such lesser rate as may be prescribed in compliance with the NCA (where applicable), as amended. Interest shall be calculated from the calendar day immediately following the due date of such payment to the date of final payment thereof.

2.9 The following terms in relation to all payments apply:

2.9.1 Electronic transfers must reflect on CONDYN's bank account, regardless of value, before Goods or Services are released/ rendered (in the case of a COO Reseller).

2.9.2 Acceptable methods of payment are:

2.9.2.1 Electronic Funds Transfer

3. WITHDRAWAL OF CREDIT FACILITIES

3.1 CONDYN reserves the right to withdraw any credit facility, at any time without prior notice, and the nature and extent of such facility shall at all times be at CONDYN's sole discretion

3.2 Despite the fact that CONDYN may grant the Reseller a credit limit or a credit facility up to a

certain amount, CONDYN reserves the right to increase or decrease this amount at its sole discretion. The credit limit shall not be deemed to be the limit of a Reseller's indebtedness to CONDYN.

4. ORDERS

4.1 CONDYN will accept written orders only. All such orders must have a unique reference number. All such orders and any variations to orders agreed in writing will be binding, subject to these Terms and Conditions, and may not be cancelled without written consent from CONDYN, which consent shall be deemed to have been granted where the Reseller has a right in terms of any consumer laws (including the Consumer Protection Act (Act 68 of 2008)) to cancel an advance order. A reasonable cancellation penalty may be imposed by CONDYN for cancelled orders.

4.2 Should the Reseller purport to attach any conditions to or in respect of any business conducted from time to time which vary, amend or are in conflict with any of these Terms or Conditions, then notwithstanding anything to the contrary stipulated by the Reseller, these Terms and Conditions shall prevail and be of full force and effect.

4.3 Any term contained in the purchase order which seeks to provide for cancellation in the event of CONDYN's failure to deliver within a specified period of time shall be of no force and effect.

4.4 CONDYN is under no obligation to accept any such offers made by the Reseller to purchase its Goods or Services, even where CONDYN and the Reseller have reached agreement on a price for the particular Goods or Services. Only upon the issue of a written acknowledgement of the order will CONDYN be deemed to have accepted the order (or in the absence of written acknowledgement of the order, upon actual delivery of the Goods or the rendering of the Services by CONDYN to the Reseller), although no obligation rests on CONDYN to do so.

5. DELIVERY/ COLLECTION

5.1 Unless CONDYN receives written notice to the contrary, as provided for in clause 5.9, the Reseller and/or its authorised representative and/or its nominated agent, in signing the delivery note, thereby confirms that the Goods and/or Services were indeed delivered/collected and inspected or rendered, and that the Reseller is satisfied and confirms that the Goods or Services delivered or rendered duly represent, in quantity and quality, the Goods or Services ordered by the Reseller at the prices agreed as reflected on the invoice issued, and that the Reseller is satisfied that the Goods are free from any defects. This does not affect any rights that the Reseller may have in relation to defective products in terms of any consumer law.

5.2 Any delivery note (copy or original) in the possession of CONDYN and purportedly signed by the Reseller and/or its authorised representative and/or its nominated agent, shall be prima facie

(legitimate) proof for the purposes of any litigation on its mere production in evidence.

5.3 CONDYN shall be entitled to split the delivery of the Goods or Services ordered in the quantities and on the dates it decides, with the prior consent of the Reseller, which consent shall not be unreasonably withheld.

5.4 CONDYN is entitled to engage a third party on its behalf to transport all Goods purchased by the Reseller to the delivery address stipulated by the Reseller.

5.5 Should the Reseller wish to receive delivery of the Goods by a more expensive method of transportation than that normally engaged by CONDYN, the Reseller shall make such request in writing and, if CONDYN agrees to arrange such special delivery, the additional charges shall be debited to the Reseller's account and shall become payable by the Reseller on delivery of the Goods.

5.6 CONDYN does not guarantee that the Goods will be delivered/ available for collection on any particular date or time, and the Reseller shall not have any right of action against CONDYN in respect of any loss occasioned by any reasonable delay in delivery of any Goods and/or Services rendered, nor may the Reseller cancel any order by reason of such reasonable delay.

5.7 Whilst every effort will be made to dispatch Goods or render Services as advised. CONDYN does not guarantee dispatch or supply on any specific date or time and shall not be liable for any damages of any nature whatsoever for failure

to effect delivery or timeous dispatch for any reason beyond CONDYN's reasonable control, including but not limited to:

5.7.1 inability to secure transport, labour, power, materials, equipment or supplies;

5.7.2 delays caused by any supplier or manufacturer;

5.7.3 by any reason of any act of God, fire, flood, drought;

5.7.4 civil disturbance, war, riot, state of emergency;

5.7.5 strike, lock out or other labour dispute; or

5.7.6 any other reason not intended by CONDYN.

The Reseller shall not be entitled to cancel any order by reason of such delay.

5.8 Short delivery of any Goods or Services and/or any claim that the Goods or Services are not of the type or quality ordered have to be notified in writing to CONDYN's head office within 7 (seven) calendar days of delivery or collection of the Goods, failing which CONDYN will not be liable to entertain any such claim.

5.9 Where CONDYN is requested by the Reseller to withhold or postpone delivery/collection, if CONDYN agrees to do so, all the risk in and to all ordered Goods shall pass to the Reseller on the date of CONDYN agreeing to such a request and the Reseller shall pay the costs of storage, interest, insurance and any other charges occasioned by the postponement of delivery.

5.10 Delivery charges are applicable. This charge may be determined and amended from time to

time based on courier cost increases at the sole discretion of CONDYN.

5.11 This charge can be levied, at CONDYN's sole discretion, even if not included on the quote as the delivery details may not be available at the time of quote.

5.12 CONDYN will use its best endeavours to accommodate any other delivery requirements of the Reseller at the cost of the Reseller.

6. OWNERSHIP AND RISK

6.1 All risk in and to all Goods sold by CONDYN to the Reseller shall pass to the Reseller on delivery / collection, however, ownership in all Goods sold and delivered/ collected shall remain vested in CONDYN until the full purchase price has been paid. In the event of a breach of these Terms and Conditions by the Reseller, or if the Reseller is sequestered or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgment granted against it within 3 (three) calendar days of the date of judgment or changes the structure of its ownership, CONDYN shall, subject to having complied with any further legal requirements, be entitled to take possession of the Goods irrespective of whether or not the Goods have been installed, without prejudice to any further rights vested in CONDYN. The Reseller hereby indemnifies CONDYN against all claims, losses, damages, liabilities and expenses of whatsoever nature including consequential claims, should CONDYN remove Goods as a result of non-payment on the part of the Reseller. Nothing

contained in this clause precludes CONDYN from proceeding in terms of this clause with a Court order.

6.2 Goods in the possession of the Reseller bearing either CONDYN's name or trade mark or labels shall be deemed to be those for which payment has not yet been made, and should any breach of these Terms and Conditions occur, may be re-possessed by CONDYN in terms of clause 6.1 above.

6.3 Prior to delivery, the Reseller shall adequately insure the Goods to be delivered and or supplied by CONDYN against any form of loss or damage until the full purchase price has been paid by the Reseller to CONDYN for such Goods. Pending payment to CONDYN for Goods purchased, all the benefits in terms of the insurance policy relating to the insurance of such Goods are hereby ceded to CONDYN.

6.4 The Reseller shall inform the landlord of the premises at which the Goods are kept that such Goods are the sole and absolute property of CONDYN until such time as the full purchase price has been paid to CONDYN by the Reseller and ownership passes to the Reseller. The Reseller shall keep the Goods free from any other security interest until ownership in the Goods passes to the Reseller.

6.5 The Reseller hereby indemnifies CONDYN against all claims, losses, damages, liabilities and expenses of whatsoever nature, including consequential claims, arising from or in connection with, the Reseller failing to comply with its obligations in terms of this clause 6

7. RETURNED GOODS AND ORDER CANCELLATIONS

7.1 The Reseller may have further rights in terms of applicable consumer laws to return Goods and cancel orders. These rights may be in addition to and different from these Terms and Conditions. These Terms and Conditions are subject to any such rights.

7.2 CONDYN is under no obligation to accept the return of Goods, except if the Reseller has a right in terms of any consumer law to return Goods. If, however, the Goods are defined by CONDYN as stocked items, and were purchased from CONDYN, then the Reseller may apply to CONDYN for permission to return Goods. If written permission is given by CONDYN for such return, then it will be on the following basis:

7.2.1 Goods, save for the Goods dealt with in clause 7.2.4 below, will be accepted for credit, subject to a restocking charge of 25% (twenty five percent) of the invoice price of the Goods so returned, if the Goods are delivered to CONDYN's Office, Reseller Services, within 21 (twenty-one) calendar days of delivery, unused, with sealed disk packs, original contents and shrink wrapping intact.

7.2.2 No Goods returned to CONDYN after a period of 21 (twenty-one) calendar days from delivery will be accepted for credit.

7.2.3 Goods returned for credit will only be accepted from those Resellers who initially purchased the stock from CONDYN.

7.2.4 Goods defined as non-stocked items or Goods specifically ordered for the Reseller (Back-to-Back orders) will not be accepted by CONDYN for credit.

7.2.5 If on inspection of the returned Goods, CONDYN's Reseller Services determine that the Goods have been opened or used or that the sealed disk packs, contents and shrink wrap are not intact, CONDYN will be under no obligation to accept the returned Goods, however, CONDYN may at its sole and absolute discretion agree to accept the Goods and a restocking charge of 70% (seventy five percent) of the invoice price of the Goods so returned will be payable by the Reseller to CONDYN.

7.3 Purchase orders issued to CONDYN by the Reseller may not be cancelled or changed by the Reseller. CONDYN may at its sole and absolute discretion agree to the cancellation or change of an order received from the Reseller. Such a decision will be based on whether CONDYN is in a position to cancel or change its order with the Manufacturer for the supply of those Goods and if the item is a regularly stocked item. Any relaxation of this no cancellation policy in any one instance should not be construed as a change to the standard Terms and Conditions.

7.4 CONDYN may without incurring liability to the Reseller, terminate a purchase order for Goods or Services at any time, with or without cause, and in those instances where CONDYN terminates without cause, then it shall refund all amounts already paid by the Reseller to CONDYN in respect of such purchase order.

8. BREACH

8.1 Subject to the provisions of clauses 2 and 6 above, in the event of a breach by the Reseller of any of these Terms and Conditions, and should the Reseller fail to remedy such breach within 48 (forty eight) hours after receipt of notice, verbally or in writing, to that effect from CONDYN; or should the Reseller repeatedly breach any of these Terms and Conditions in such manner so as to justify CONDYN in holding, in its sole discretion, that the Reseller's conduct is inconsistent with the intention or ability of the Reseller to carry out these Terms and Conditions; or if the Reseller is sequestrated or placed under liquidation or enters judicial management or commits any act of insolvency or enters into a compromise with its creditors or fails to satisfy a judgment granted against it within 3 (three) calendar days of the date of judgment or changes the structure of its ownership, without notifying CONDYN, CONDYN shall be entitled to cancel any (or all) agreement(s) to grant credit or for the sale and supply of Goods or Services with the Reseller forthwith and without prejudice to its right to claim specific performance and/or damages. 9.2 CONDYN shall, at any time, be entitled to terminate any agreement to grant credit by giving the Reseller with immediate effect

8.2 CONDYN's rights in terms of clause 9.1 shall not be exhaustive and shall be in addition to its common law rights or any other right it has in terms of these Terms and Conditions.

8.3 No claim, except as provided in clause 7, against CONDYN, pursuant to these Terms and

Conditions, will arise unless the Reseller has, within 7 (seven) calendar days of the alleged breach or defect occurring, given CONDYN 30 (thirty) calendar days written notice to rectify any defect or breach of these Terms and Conditions.

9. WARRANTIES, REPRESENTATIONS, INDEMNITIES AND LIABILITY

9.1 The Reseller may have additional rights and warranties in terms of applicable consumer laws that cannot be changed or excluded by contract. These Terms and Conditions are subject to any such rights and warranties.

9.2 CONDYN makes no warranties or representations to the Reseller regarding the Goods or Services or their fitness for a particular purpose other than those contained in the manufacturer's product specific warranty as at the time of delivery or collection of the Goods.

9.3 Goods are guaranteed according to the manufacturer's product specific warranties only, as at the time of delivery or collection of the Goods.

9.4 Services rendered carry no guarantee whatsoever. All guarantees are immediately null and void, should any equipment be tampered with, or should the "seals" on equipment be broken by anyone other than CONDYN or its appointed nominee, or should the Goods be operated outside the manufacturer's specifications.

9.5 To be valid, guarantee claims must be supported by the original tax invoice, and the Goods must be in their original packaging and

must be accompanied by all accessories and manuals, which must be intact.

9.6 No warranties other than those provided in these Terms and Conditions, express or implied, shall apply. CONDYN specifically disclaims the implied warranty of merchantability or fitness for a particular purpose, except to the extent that this is prohibited by any consumer laws. No representation or warranty, including but not limited to statements of capacity and suitability for use or performance, made by employees of CONDYN shall be considered to be a warranty by or binding on CONDYN. Any such statements shall not give rise to any liability of whatsoever nature on the part of CONDYN. CONDYN, its employees, subcontractors or subsidiaries renounce and disclaim all liability in respect of CONDYN's special, indirect or consequential damages including but not limited to loss of profits.

9.7 Under no circumstance will CONDYN be liable for any damage arising from:

9.8.1 any misuse of the Goods supplied and/or Services rendered;

9.8.2 damage caused by force majeure, lightning and/ or power surges;

9.8.3 negligence on the part of the Reseller to fully understand and comply with the correct installation procedures.

9.9 The Reseller agrees that neither CONDYN nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Reseller, nor shall the Reseller be entitled to cancel any contract on those grounds.

10. REPAIRS

10.1 Any liability arising in terms of the manufacturer's warranty is restricted to the cost of repair or replacement of faulty Goods or the granting of a credit note. It is in the sole discretion of CONDYN as to which remedy will be afforded to the Reseller.

10.2 In the case of repairs undertaken by CONDYN, repair times given are merely estimates and are not binding on CONDYN.

10.3 The Reseller hereby agrees that any item handed in for repair may be sold by CONDYN to defray the cost of the such repairs if the item remains uncollected for a period of 30 (thirty) days after notification that the repair is complete.

11. TECHNICAL SUPPORT

11.1 Technical support on the Goods may be available from CONDYN upon agreement thereof. This is a billable service and requires an order number to be issued by the Reseller to the technical services group of the Supplier.

12. LIMITATION OF LIABILITY

12.1 Except to the extent prohibited by any consumer laws, CONDYN shall not be liable for any loss, injury, death, damage, costs, expenses, loss of profits or other special damages or any consequential loss or other damages arising from any cause whatsoever (whether or not CONDYN is negligent or grossly negligent) suffered or incurred by the Reseller and/or its employees, contractors, sub-contractors, agents, authorized representatives and/or any third party in

connection with any Goods or Services supplied by CONDYN.

12.2 The Reseller indemnifies and holds harmless CONDYN for any claims instituted by the Reseller and/or its employees, contractors, sub-contractors, agents, authorised representatives and/or any third party.

12.3 The maximum aggregate liability of CONDYN in respect of any and all claims which may arise out of or in connection with a particular purchase order, whether based in contract (including breach, warranty or indemnity) or delict (including fault, negligence or strict liability), or otherwise, shall not exceed the price reflected on CONDYNs invoice for that particular purchase order, at which price the Goods / Services were purchased by the Reseller from CONDYN.

13. LEGAL PROCEEDINGS

13.1 In the event of either party, being the Reseller or CONDYN, breaching any of its obligations and/or failing to timeously make payment of any amount due to the other party, the breaching party agrees to pay, and shall be liable to pay, all legal costs incurred by the other party in enforcing its rights in terms of these Terms and Conditions on the attorney/own client scale including collection charges, tracing agent's fees, air fares and expert witness fees.

13.2 CONDYN shall have the right at its sole discretion to institute any action arising out of or in connection with these Terms and Conditions and/or any business dealings with the Reseller in any Magistrate's Court having jurisdiction,

notwithstanding that the cause of action may exceed the jurisdiction of that court and the Reseller hereby consents to the jurisdiction of the Magistrate's Court for this purpose. Nothing herein contained, however, shall preclude CONDYN from electing to institute action in the appropriate High Court having jurisdiction.

13.3 These Terms and Conditions shall be governed and construed according to the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

14. NOTICES & DOMICILIUM CITANDI ET EXECUTANDI

14.1 Any document will be deemed duly received by the Reseller within:

14.1.1 3 (three) working days of pre-paid registered mail to any of the Reseller's business or postal addresses or the domicilium address of the Reseller, or to the personal address of any director, member or owner of the Reseller; or

14.1.2 24 (twenty-four) hours on being delivered by hand to the Reseller or any director, member or owner of the Reseller; or

14.1.3 48 (forty-eight) hours if sent by overnight courier; or

14.1.4 24 (twenty-four) hours of being e-mailed to the Reseller's e-mail address.

14.2 The Reseller hereby chooses its domicilium citandi et executandi (physical address for serving of court notices, other legal documentation or communications) for all purposes under these Terms and Conditions as the physical address as

set out on Addendum A of the agreement document CONDYN hereby chooses its domicilium citandi et executandi (physical address for serving of court notices, other legal documentation or communications) for all purposes under these Terms and Conditions as CONDYN, 1st Floor, Cambridge Office Park, 5 Bauhinia Street, Highveld Techno Park, Centurion,

15. DISCLOSURE OF INFORMATION

15.1 The Reseller understands that the information given in this Application is to be used by CONDYN for the purposes of assessing the Reseller's credit worthiness for extended payment terms. The Reseller confirms that the information given by him on a credit application is accurate and complete. The Reseller further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which, CONDYN will not be liable for any errors or mistakes resulting there from.

15.2 CONDYN has the Reseller's consent, at any time, to contact and request information from any persons, credit bureaux or businesses, including those mentioned in the Application and to obtain any other information relevant to the Reseller's credit assessment.

15.3 The Reseller agrees and understands that information pertaining to the Reseller and given in confidence to CONDYN by a third party will not be disclosed to the Reseller.

15.4 The Reseller hereby consents and authorizes CONDYN, at any time, to furnish credit information concerning the Reseller's dealing with CONDYN to a credit bureau and to any third party seeking a trade reference regarding the Reseller in his dealings with CONDYN.

16. COMPLIANCE WITH EXPORT CONTROL LAWS.

16.1 Reseller acknowledges that the Goods and any technical data related thereto is licensed or sold subject to and controlled by the export laws of the United States ("US") including its export administration regulations, the European Union ("EU") and countries within the European Free Trade Area ("EFTA") (collectively the "Export Control Laws") and Reseller hereby agrees not to export, re-export, otherwise distribute Goods, or direct goods thereof, in violation of any Export Control Laws. Reseller agrees to advise its resellers/purchasers that the Goods are subject to and controlled by such Export Control Laws and that the US Government and/or the member states of the EU and EFTA may require licensing or other authorisation prior to export.

16.2 Reseller warrants that it will not export or re-export any Goods with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Reseller has obtained prior written approval from the appropriate department of the US Government or any other government with jurisdiction. Reseller further warrants that it will not export or re-export, directly or indirectly, any Goods to embargoed

countries or sell Goods to companies or individuals listed on the Denied Persons List published by the US Department of Commerce.

16.3 It is Reseller's sole and exclusive responsibility to obtain any and all appropriate approvals of from the US Government and/or member states of the EU and EFTA prior to exporting such Products, or any technical data related thereto, from the United Kingdom. CONDYN shall not be responsible for any costs, liabilities or damages resulting from Reseller's failure to obtain any such required authorisation. Reseller understands that the Export Control Laws may change from time to time. It is Reseller's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.

16.4 Reseller warrants that it will not to take any action or permit or authorize any action which will render CONDYN liable for a violation of the US Foreign Corrupt Practices Act (the "Act"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or CONDYN in obtaining or retaining business and (a) will not violate or cause CONDYN to violate such Act in connection with the sale and distribution of the goods; and (b) will notify CONDYN in writing if any of its owners, resellers, principals, directors or officers are or become officials, officers or representatives of any

government or political party or candidate for political office.

16.5 Reseller shall comply with EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as instated within each country into which goods are imported, exported or otherwise distributed by Reseller,

16.6 Reseller shall indemnify, defend and hold CONDYN harmless from any violation or alleged violation by Reseller of the terms of this clause. Upon CONDYN's request, Reseller agrees to confirm, in writing, its compliance with applicable Export Control Laws and the Act.

17 COMPLIANCE WITH AND EFFORTS TO PROTECT INTELLECTUAL PROPERTY RIGHTS

17.1 Reseller agrees to take all measures necessary and reasonable to ensure compliance with the intellectual property rights of CONDYN and/or the supplier of products or services which are subject to this agreement as may be more fully provided in this agreement.

17.2 The Reseller shall wherever necessary, or if required by CONDYN in writing, bind its employees and/or contractors by written agreement to protect the intellectual property rights of CONDYN and/or the supplier of a product, service or software provided in accordance with this agreement.

17.3 No right to transfer products or services. Reseller may not transfer, sell, re-license,

outsource, rent or lease the products or services or use the products or services for service bureau or other third-party use without the prior written consent of CONDYN, which consent shall be at the entire discretion of CONDYN's CEO.

17.4 Reverse Engineering. The Reseller shall take all steps necessary to ensure that any software which is a component of the products or services is not modified, enhanced, reverse engineered, disassembled or decompiled contrary to the provisions of this agreement or any licence agreement applicable to the software or product of which the software is a component.

17.5 Rights to copy software. The Reseller shall take all commercially reasonable steps to ensure that any software or documentation provided as a component of, or for the purposes of using the products or services, is not copied, save with the express written consent of CONDYN and/or the supplier of the software or documentation. Reseller shall only make copies strictly in accordance with the licence granted to the Reseller.

17.6 Labelling. The Reseller may not remove or alter any label, logo, trademark or other proprietary notice on the product, software or any documentation supplied with the products, services or software.

17.7 Compliance audit. Upon reasonable notice by CONDYN to Reseller, for purposes of ensuring compliance with this agreement, including but not limited to, compliance with obligations

relating to software licensed to Reseller, CONDYN has the right to audit the Reseller, its resellers and any end users of software supplied as a component of the products and services. Any such audit shall be conducted during regular business hours and shall not unreasonably interfere with Reseller's or its reseller's business activities. Reseller shall assist CONDYN in facilitating an audit required by CONDYN.

18. TERM AND TERMINATION

18.1 This agreement shall commence on the commencement date stipulated in the Information Schedule marked A and continue hereafter indefinitely unless terminated with cause

18.2 This agreement may be terminated by either party giving the other party not less than 6 (six) months written notice of its intention to terminate the agreement.

19. GENERAL

19.1 Good Faith: In exercising their rights and obligations under this agreement, the parties shall comply with principles of good faith and fair dealing.

19.2 Appointment and Acceptance: CONDYN hereby appoints the RESELLER, who accepts such appointment, as an authorised RESELLER of the products and services in the territory.

The parties agree to fulfil all their obligations in terms of the provisions of this agreement

19.3 These Terms and Conditions shall govern all future contractual relationships between CONDYN and the Reseller and shall also be

applicable to all debts which the Reseller may owe to CONDYN prior to the Reseller's signature hereto.

19.4 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these Terms and Conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of CONDYN.

19.5 No warranties, representations or guarantees have been made by CONDYN or on its behalf which may have induced the Reseller to sign this document.

19.6 No relaxation or indulgence that CONDYN may give at any time in regard to the carrying out of the Reseller's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of CONDYN's rights in terms of these Terms and Conditions.

19.7 The Reseller shall not be entitled to cede any of its rights or delegate any of its obligations contained herein or relating to the sale and purchase of any Goods or Services without the prior consent in writing of CONDYN.

19.8 CONDYN shall at any time in its sole discretion be entitled to cede all or any of its rights and delegate all or any of its obligations contained herein or relating to the sale and purchase of any Goods or Services to any third party without prior notice to the Reseller.

19.9 The Reseller undertakes to notify CONDYN within a period of 7 (seven) calendar days of any change of address or any changes in the information as per Schedule A

19.10 Each of the terms herein, shall be separate and divisible and if any provision of these Terms and Conditions, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19.11 The Reseller may not sell or alienate the whole of or any part of its business without first obtaining the written consent of CONDYN. Any sale or alienation or any change in Control of the Reseller which takes place in absence of consent by CONDYN will constitute a material breach of these Terms and Conditions entitling CONDYN to cancel any agreement it has with the Reseller including in relation to the grant of credit or the sale and supply of Goods or Services, without further notice to the Reseller. For the purposes of this clause, "Control" means the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities, by contract or otherwise.

19.12 The Reseller confirms that all Goods purchased in terms of these Terms and Conditions are for the purposes of resale and not for use by the Reseller.

19.13 CONDYN has the right, from time to time, to amend the Terms and Conditions.

19.14 In the event that there are any provisions in these Terms and Conditions or any sale and purchase of Goods or Services which may qualify as a penalty in terms of the Conventional

Penalties Act (Act 15 of 1962) (as amended) in relation to any act or omission by the Reseller, such provisions shall not be deemed to preclude CONDYN from recovering damages in lieu of the relevant penalty.

19.15 The grant of credit and any sale and purchase of Goods or Services is an agreement between CONDYN and Reseller only and no rights are stipulated for the benefit of any third party.

20. LAWFUL AND ETHICAL BEHAVIOUR

20.1 The Reseller and its personnel shall at all times in dealings with CONDYN and its resellers behave with the utmost integrity.

20.2 If CONDYN reasonably suspects that in any dealings between the Reseller and CONDYN or the Reseller and its resellers, the Reseller or any of its personnel is guilty of behaviour that is unlawful, unethical or dishonest, CONDYN shall be entitled to suspend the operation of this agreement, or summarily terminate the agreement with immediate effect.

20.3 If, as a result of unlawful, unethical or dishonest behaviour by the Reseller or its personnel, CONDYN suffers any loss or damages it shall be entitled to recover the loss or damages suffered from Reseller.

21.1 The persons signing Schedule A of this agreement hereby warrant that they are properly empowered and duly authorised to sign Schedule A and agree that they **have read and understood** the terms and conditions of this agreement on behalf of their company.

21. AUTHORITY