

# CoCre8 Standard Terms and Conditions for the supply of Equipment, Programs and Services



## INTRODUCTION:

1. The Customer (as defined in the Application attached to these Terms and Conditions) agrees that –
  - 1.1. these standard terms and conditions, together with any other terms and conditions which may be reflected on any other CoCre8 document, as referred to herein ("**Terms and Conditions**") determine the rights and obligations of CoCre8 and of the Customer in respect of every order, purchase and sale, between CoCre8 Technology Solutions (Pty) Ltd and/or any of its subsidiaries or holding company/ies from time to time ("**CoCre8**") and the Customer for any products and/or services supplied and/or rendered by CoCre8;
  - 1.2. these Terms and Conditions represent the entire agreement between the Customer and CoCre8 and that no alterations or additions to these Terms and Conditions may be effected by the Customer unless agreed to by both parties hereto ("**Parties**"), reduced to writing and signed by the Customer and a duly authorised representative of CoCre8;
  - 1.3. these Terms and Conditions will govern all future contractual relationships between the Parties;
  - 1.4. these Terms and Conditions are applicable to all existing debts and future debts between the Parties;
  - 1.5. these Terms and Conditions are final and binding and is not subject to any suspensive or resolutive terms or conditions;
  - 1.6. any conflicting conditions stipulated by the Customer are expressly excluded;
  - 1.7. CoCre8 hereby expressly objects to and rejects all terms and conditions in the Customer's purchase order, confirmation or other writing, of whatever kind, inconsistent with or in addition to these Terms and Conditions. Such inconsistent and additional terms and conditions will not bind CoCre8 unless expressly approved in writing by CoCre8 making specific reference to the inconsistent or additional term or condition;
  - 1.8. these Terms and Conditions supersede any terms and conditions of sale, purchase, order or the like, without prejudice to any security or guarantees held by CoCre8; and
  - 1.9. by placing an order with CoCre8, the Customer accepts the provisions of these Terms and Conditions without restriction or limitation, unless expressly agreed in writing by CoCre8 when accepting the order.
2. Subject to applicable laws, CoCre8 reserves the right to unilaterally vary or amend these Terms and Conditions from time to time, in which event any such variation or amendment will take effect from the date of CoCre8 publishing such amended Terms and Conditions on its website. The Customer will be under no obligation to place any new orders for goods and/or services after any such variation or amendment to these Terms and Conditions, provided that any new orders placed by the Customer after any such variation or amendment of these Terms and Conditions will be deemed to constitute a full acceptance by the Customer of the variations or amendments to these Terms and Conditions.
3. **CPA AND NCA**
  - 3.1. These Terms and Conditions apply to the contractual relationship between CoCre8 and the Customer and is subject to the –
    - 3.1.1. Consumer Protection Act, No 68 of 2008 ("**CPA**"); and/or
    - 3.1.2. National Credit Act, No 34 of 2005 ("**NCA**"),  
where the Customer is a natural person (being a living, identifiable individual acting in his/her own name or operating as a sole proprietor) or a juristic person (being a company, close corporation, body corporate, partnership, or association or trust) who qualifies as a consumer for purposes of the CPA or a consumer or juristic person for purposes of the NCA.
  - 3.2. **Where the Customer is a consumer or a juristic person for purposes of the CPA and/or the NCA, it will enjoy the benefit of the CPA and/or the NCA irrespective of whether the rights are explicitly stated in these Terms and Conditions or not or whether anything herein provides otherwise.**
  - 3.3. Where the Customer is not a consumer or juristic person for purposes of the CPA and/or the NCA, it will enjoy only the benefit of the provisions of these Terms and Conditions and the application of the entire CPA and/or NCA is not agreed between the Parties.

- 3.4. Certain provisions of these Terms and Conditions which appear in similar text style to this clause ("**Critical Provisions**") –
  - 3.4.1. may limit the risk or liability of CoCre8;
  - 3.4.2. may create risk or liability to the Customer;
  - 3.4.3. may compel the Customer to indemnify CoCre8; and/or
  - 3.4.4. serves as an acknowledgement of a fact by the Customer.
- 3.5. The Customer's attention is specifically drawn to these Critical Provisions because they are important and should be carefully noted.
- 3.6. If there is any provision in these Terms and Conditions which the Customer does not fully understand, the Customer should ask CoCre8 to explain such provision before transacting. By signing these Terms and Conditions, the Customer confirms that it fully understands and agrees to all provisions of these Terms and Conditions, including the Critical Provisions.
- 3.7. Nothing in these Terms and Conditions is intended to or must be understood to lawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Customer or CoCre8 in terms of the CPA and/or the NCA.
4. CoCre8 requires certain information from the Customer in order to give effect to these Terms and Conditions, including taking orders, providing quotations, processing payments and awarding an extended payment term. The Customer is obliged to provide the information requested in the Application attached to these Terms and Conditions on the terms and subject to the provisions of clause G11, to the extent that they are applicable. **Any failure on the part of the Customer to provide complete and accurate information will constitute a material breach of these Terms and Conditions.**

## TERMS AND CONDITIONS APPLICABLE TO THE SALE OF EQUIPMENT:

### E1. SALE AND PURCHASE

E1.1 CoCre8 hereby agrees to sell and the Customer hereby agrees to purchase the Equipment shown on the Equipment Sale and Service Order Form (hereinafter referred to as the "Equipment Order") in the quantities and at the prices and charges indicated on such Equipment Order and subject to these Terms and Conditions and any other terms and conditions which the Equipment Order may reflect.

E1.2 The word "Equipment" in these Terms and Conditions shall mean the goods referred to on the face of the Equipment Order as more fully described in CoCre8's latest relevant "Product Description" relating to the Equipment (which shall be deemed to be incorporated herein as part of these Terms and Conditions), at the date of acceptance by CoCre8 of the Equipment Order. No other specification, descriptive material, written or oral representation or statement, or promotional or sales literature relating to the Equipment shall form part of or be incorporated by reference into these Terms and Conditions except where expressly agreed in writing. Any software or firmware element contained within Equipment shall be subject also to the Terms and Conditions applicable to Programs and Services recorded in S1-S7 and L1-L10 below, and in the case of conflict the Terms and Conditions recorded in S1-S7 and L1-L10 shall apply.

### E2. CHARGES AND PAYMENTS

#### E2.1 Adjustments

Prices and charges shall be paid as stated on the Equipment Order.

#### E2.2 Ad valorem duty and customs surcharge

CoCre8 shall be entitled to claim and recover from the Customer, the ad valorem duty and customs surcharges at the rates stipulated on the Equipment Order. If there should be any change in such rates prior to delivery, CoCre8 shall have the right (but not the obligation) to adjust the charges to conform to those rates current at time of delivery.

#### E2.3 Variations to exchange rate

If so provided on the Equipment Order the prices stated will be subject to an adjustment factor in accordance with variations in the Sterling and/or US Dollar and/or other currencies to Rand exchange rate between the date of acceptance by CoCre8 of the Equipment Order and the date of delivery of the Equipment to the Customer. These prices will be adjusted either upwards or downwards in accordance with the published CoCre8 factor ruling, reflecting such exchange rate variations, on the date of delivery of the Equipment to the Customer.

### E3. DELIVERY AND INSTALLATION

#### E3.1 Delivery and Risk

Delivery shall be made to the Customer's delivery address as shown on the Equipment Order. The costs of any structural or other alterations or special hoisting gear or other equipment required to effect such delivery shall be borne by the Customer. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery.

### E3.2 Installation

Unless otherwise indicated on the Equipment Order, CoCre8 shall install each unit of Equipment at the Customer's premises at CoCre8's then current installation rates. Such installation shall be effected during CoCre8's normal business hours as advised by CoCre8 from time to time, unless otherwise agreed by the parties in writing. The Equipment shall be deemed to have been installed when it shall have passed the applicable CoCre8 installation tests. If CoCre8 is not required to install the Equipment, the Equipment shall be deemed to have been installed five days after the Equipment in question is delivered to the Customer.

### E3.3 Delivery/Installation

CoCre8 shall endeavour to ensure that the Equipment shall be delivered/installed on or about any dates agreed by CoCre8 and the Customer as mutually convenient for delivery and/or installation of the Equipment but shall not in any circumstances have any liability for any delay in such said delivery or installation.

### E3.4 Site preparation

CoCre8 shall supply the information necessary to enable the Customer to prepare its premises for installation of the Equipment. The Customer shall, at its expense, prior to Equipment installation, install all electrical and communications wiring, carry out any necessary structural work and obtain any consents necessary for the installation of the Equipment and its connection to telecommunications lines.

### **E4 EQUIPMENT WARRANTY**

E4.1 Unless otherwise indicated on the Equipment Order, CoCre8 warrants that the Equipment will conform to its Product Description applicable to the Equipment and that any defect in material or workmanship discovered in any unit of Equipment or any non-conformance to the Product Description will be rectified by repair, replacement or adjustment at CoCre8's discretion in terms of current published Equipment Warranty Service Description relating to the Equipment, provided that the Equipment has not been modified or repaired or maintained other than by CoCre8 and has been operated in accordance with CoCre8's recommendations. For the purposes of this paragraph E4.1, the expression "unit of Equipment" shall not include software or firmware elements (other than the physical components upon which the same resides) contained in Equipment. Such software and firmware shall have the benefit of, and be subject to, the terms and conditions applicable to Programs and Services recorded in S1-S7 and L1-L10 below.

E4.2 CoCre8's obligation under the above warranty shall be as recorded in E4.1 and shall be CoCre8's sole liability and it shall have no other liability whatsoever as regards the quality, or fitness for purpose of the Equipment or for any loss or damage whether in contract, delict or otherwise and all other representations, conditions, warranties and terms whether express or implied by law are expressly excluded from these Terms and Conditions, to the extent permissible in law.

E4.3 Except where indicated to the contrary on the Equipment Order, all warranty services shall be performed at CoCre8's workshop premises to which the Customer shall, at its own risk and expense, return the Equipment properly packed with proof of purchase and with a description of the alleged defect. When the repair is affected, CoCre8 will inform the Customer and the Customer will be responsible for collecting the repaired Equipment as soon as possible thereafter. Items and parts replaced in the course of repair shall become the property of CoCre8.

E4.4 All Equipment must be collected by the Customer from CoCre8 within 30 days of being notified by CoCre8 that the Equipment is ready for collection, failing which –

- (i) the Customer will be charged storage fees as per CoCre8's storage rates from time to time, chargeable from the date of such notice; and
- (ii) CoCre8 shall be entitled to sell any uncollected Equipment to defray the costs of such repairs.

**NOTE:** The General Terms and Conditions recorded in G1-G11 below apply to the Sale of Equipment.

## **TERMS AND CONDITIONS APPLICABLE TO THE HIRE OF EQUIPMENT**

### **H1. HIRE**

H1.1 CoCre8 hereby undertakes to supply on hire the Equipment shown on the Equipment Hire and Service Order Form (hereinafter referred to as the "Hire Order") at the hire charges indicated on the Hire Order and subject to these Terms and Conditions and any other terms and conditions which the Hire Order may reflect.

H1.2 The word "Equipment" in these Terms and Conditions shall mean the goods referred to on the face of the Hire Order as more fully described in CoCre8's latest relevant "Product Description" relating to the Equipment (which shall be deemed to be incorporated herein as part of these Terms and Conditions) at the date of acceptance by CoCre8 of the Hire Order. No other specification, descriptive material, written or oral representation or

statement, or promotional or sales literature relating to the Equipment shall form part of or be incorporated by reference into these Terms and Conditions except where expressly agreed in writing.

Any software or firmware element contained within Equipment shall be subject also to the Terms and Conditions applicable to Programs and Services recorded in S1-S7 and L1-L10 below and in the case of conflict the Terms and Conditions recorded in S1-S7 and L1-L10 shall apply.

### **H2. SERVICE OF EQUIPMENT**

It is a condition of hire that the Customer shall, with effect from the date of installation (as defined below) of the Equipment and at CoCre8's normal service charges, engage the service provided by CoCre8 in order to maintain the Equipment in good working order to the satisfaction of CoCre8. The aforesaid service charges and services shall be as recorded on the Hire Order and are subject to the Terms and Conditions applicable to Services as recorded in S1-S7 below.

### **H3. HIRE PERIOD**

H3.1 The hire of each unit of Equipment will commence on the day of its installation (as defined below) and will continue for the Hire Period specified on the Hire Order

H3.2 On termination of the Hire Period CoCre8 will decommission and remove Equipment at the expense of the Customer.

### **H4. OWNERSHIP**

Ownership of the Equipment and the responsibility for normal wear and tear of the Equipment shall at all times remain with CoCre8.

### **H5. DUTIES OF CUSTOMER**

H5.1 The Customer

- (i) will care for the Equipment, will house it in suitable premises and under suitable conditions and will follow such instructions on these matters and such instructions on operating the Equipment and carrying out operator's routine maintenance on the Equipment as CoCre8 gives from time to time;
- (ii) will use and carry out any diagnostics and test routines on the Equipment solely in the manner advised by CoCre8 and upon termination of the Service referred to in S1-S7 below and will return forthwith to CoCre8 all copies of programs, manuals and other documentation comprising such routines;
- (iii) will, at its own expense, give CoCre8 full access to the Equipment to enable CoCre8 to provide the Service referred to in S1-S7 below, make available to CoCre8 engineers appropriate staff who are familiar with the Customer's programs and applications, and provide suitable working space and facilities and suitable safe storage for maintenance equipment and spare parts;
- (iv) will, at its own expense, have available the latest issues of such CoCre8 programs as are used by the Customer and will ensure that any non-CoCre8 supplied facilities shall be such that the standard CoCre8 programs may be used. For the purpose of providing the Service referred to in S1-S7 below, CoCre8 will use standard CoCre8 programs;
- (v) will, at its own expense, provide such telecommunication facilities as are reasonably required by CoCre8 for testing purposes and will bear the charges for the use of those facilities by CoCre8 in order to detect faults in or to test Equipment;
- (vi) will accept full responsibility for the performance of the Equipment or System of which the Equipment is part and for the cost of any remedial action necessitated if the performance is adversely affected by:
  - a. the use of media or supplies or consumables which either are not as specified by CoCre8 for use with the Equipment or have been treated with any substance other than is required by CoCre8; or
  - b. any alterations or connections or attachments fitted or repairs or adjustments done except by CoCre8 or with CoCre8's written consent; or
  - c. any input to, or output from, the System from or to Equipment or from programs not supplied by CoCre8;
- (vii) will accept full responsibility for loss or damage to Equipment whilst in possession or under control of the Customer, to the extent that CoCre8 is not insured against such loss or damage or is unable to receive payment from the insurer pursuant to any claim made by CoCre8 against such insurance;
- (viii) will be responsible for any damage caused to any land or building by affixing of the Equipment thereto or the removal of the Equipment there from (whether such affixing or removal be effected by CoCre8 or not) and shall indemnify CoCre8 against any claim made in respect of such damage;
- (ix) shall use the Equipment only for the purpose for which it is intended and only in accordance with the relevant "Product Description" relating to the Equipment.

H5.2 The Customer shall not sell, assign, sub-hire, pledge, charge or part with possession of or otherwise deal with the Equipment or any interest

therein nor create nor allow to be created any lien on the Equipment and in the event of any breach of this provision CoCre8 shall be entitled (but not obliged) to pay to any third party such sum as is necessary to procure the release of the Equipment from any charge or encumbrance or lien and shall be entitled to recover such sum from the Customer forthwith. The Customer shall, forthwith after delivery of the Equipment, advise the Landlord of the premises where the Equipment is to be kept, of CoCre8's title to the Equipment, and shall on demand furnish CoCre8 with a copy of such advice.

H5.3 The Customer shall not interfere with any marks or plates indicating ownership of any item of equipment.

#### **H6. CHARGES AND PAYMENTS**

H6.1 Hire charges shall be paid in advance as stated on the Hire Order and in accordance with these Terms and Conditions. CoCre8 reserves the right to modify the charges so that such charges accord with CoCre8's ruling prices on the date of delivery of the Equipment.

H6.2 CoCre8 may from time to time modify hire charges by not less than 30 days' written notice effective at the end of one year following the date of installation of the Equipment as defined below, or at any time thereafter by not less than 30 days' written notice, provided that no increased charge will exceed a charge in accordance with the appropriate CoCre8 standard scales of charges in force from time to time.

##### H6.3 Ad valorem duty and customs surcharge

CoCre8 shall be entitled to claim and recover from the Customer the ad valorem duty and customs surcharges at the rates stipulated on the relevant order. If there should be any change in such rates prior to delivery, CoCre8 shall have the right (but not the obligation) to adjust the charges to conform with those rates current at time of delivery.

##### H6.4 Variations to exchange rates

If so provided on the Hire Order, the hire charges stated will be subject to an adjustment factor in accordance with variations in the Sterling and/or US Dollar and/or other currencies to the Rand exchange rate between the date of acceptance by CoCre8 of the Hire Order and the date of delivery of the Equipment to the Customer. These hire charges will be adjusted either upwards or downwards in accordance with the published CoCre8 factor ruling, reflecting such exchange rate variations, on the date of delivery of the Equipment to the Customer.

#### **H7. DELIVERY AND INSTALLATION**

##### H7.1 Delivery

CoCre8 will deliver each unit of Equipment to the Customer's delivery address as shown on the Hire Order. This will not include the cost of any structural or other alteration or special hoisting gear or other equipment required to effect such delivery, the costs of which shall be borne by the Customer. Risk of loss of and damage to the Equipment shall pass to the Customer upon delivery.

##### H7.2 Delivery/installation

CoCre8 shall endeavour to ensure that the Equipment shall be delivered/installed on or about the dates agreed by CoCre8 and the Customer as mutually convenient for delivery and/or installation of the Equipment but shall not in any circumstances have any liability for any delay in such said delivery or installation.

##### H7.3 Site preparation

CoCre8 shall supply the information necessary to enable the Customer to prepare its premises for installation of the Equipment. The Customer shall, at its expense, prior to Equipment installation, install all electrical and communications wiring, carry out any necessary structural work and obtain any consents necessary for the installation of the Equipment and its connection to telecommunications lines.

##### H7.4 Installation

Unless otherwise indicated on the Hire Order, CoCre8 shall install each unit of Equipment at the Customer's delivery address as shown on the Hire Order at CoCre8's then current installation rates. Such installation shall be effected during CoCre8's normal business hours as advised by CoCre8 from time to time, unless otherwise agreed by the parties in writing. The Equipment shall be deemed to have been installed when it shall have passed the applicable CoCre8 installation tests. If CoCre8 is not required to install the Equipment, the Equipment shall be deemed to have been installed five days after the unit in question is delivered to the Customer.

**NOTE:** The General Terms and Conditions recorded in G1-G11 below apply to the Hire of Equipment.

#### **TERMS AND CONDITIONS APPLICABLE TO SUPPLY OF SERVICES:**

##### **S1. SERVICES**

S1.1 CoCre8 hereby agrees to provide, and the Customer hereby agrees to accept, the Services at the service charges recorded on the Equipment Sale and Service Order Form and/or Equipment Hire and Service Order Form and/or, the Project and Special Services Order Form and/or the Services

Order Form, whichever of these forms may have been executed by CoCre8 and the Customer (hereinafter called the "Services Order").

S1.2 The word "Services" in these Terms and Conditions shall mean the services referred to and described on the face of the Services Order as more particularly described in CoCre8's latest relevant "Product Description" (which shall be deemed to be incorporated herein as part of these Terms and Conditions) at the date of acceptance by CoCre8 of the Services Order. No other specification, descriptive material, written or oral representation or statement, or promotional or sales literature relating to the Services shall form part of, or be incorporated by reference into, these Terms and Conditions except where expressly agreed in writing.

##### **S2. NATURE OF SERVICES**

S2.1 Except where expressly agreed in writing with CoCre8, the Services shall not include repairs, replacements, adjustments, error corrections, or increased service time requirements occasioned by:

- (i) improper installation (save where installation has been carried out by CoCre8);
- (ii) failure to observe CoCre8's specifications relating to Equipment use, and operating and environmental conditions;
- (iii) misuse, abuse, negligence, accident;
- (iv) modifications, alterations or attachments carried out other than by CoCre8;
- (v) use of equipment, programs or accessories supplied other than by CoCre8 and which are not in the reasonable opinion of CoCre8 suitable for use with the Equipment;

(vi) work carried out on the Equipment by any person other than CoCre8.

S2.2 Replacement parts shall be provided by CoCre8 without charge (unless otherwise agreed between CoCre8 and the Customer) and shall be either new or reconditioned or reassembled parts, which are equivalent to new parts in performance. All parts so replaced shall, unless otherwise agreed between CoCre8 and the Customer, become the property of CoCre8.

S2.3 Where the Services comprise the replacement or repair of any part of the Equipment and where this is normally effected by removal of the Equipment or any part thereof from the Customer's premises and should the Customer refuse to allow such removal then CoCre8 will be entitled to recover additional costs incurred thereby and CoCre8 shall incur no liability for any resultant delay or failure in providing the Services.

S2.4 Where the Services, relating to any unit of Equipment as recorded on the Services Order is designated as "Return for Repair", all Services shall be performed at CoCre8's premises, in which case the Customer shall, at its expense, deliver the Equipment to CoCre8's workshop premises, properly packed and with a description of the need for service. When the repair is effected CoCre8 will inform the Customer and the Customer will be responsible for collecting the repaired Equipment as soon as possible thereafter. With respect to Return for Repair service the Customer assumes the risk of loss of, and damage to, the Equipment while in transit.

##### **S3. SPECIALIST SERVICES**

S3.1 Where the Services comprise implementation, professional, training services and other specialist services:

- (i) CoCre8 will assign personnel with appropriate skill and experience to perform the Services.
- (ii) The Customer will, at its own cost, make available to CoCre8 appropriate personnel and resources and prompt access to such information and facilities as CoCre8 may reasonably require.
- (iii) CoCre8 shall be entitled to make reasonable additional charges in the event of any extension of, or modification to, or delay in, the provision of any Services other than as a result of any contractual default or negligence on the part of CoCre8.
- (iv) unless otherwise agreed in writing Services shall be performed by CoCre8 during its normal business hours. Services provided outside normal business hours shall be subject to charges at the prevailing CoCre8 special or overtime rates.
- (v) Reasonable expenses incurred by CoCre8 personnel such as, but not limited to, travel, accommodation and meals shall be charged in addition to prices and charges stated on the Services Order.
- (vi) CoCre8 shall be deemed to have completed any relevant Services when it has complied with the completion criteria stipulated in the applicable Product Services Description or in cases where Services are provided on a personnel time and/or materials basis when such said personnel time and/or materials have been furnished.

S3.2 The Customer shall be deemed to have been granted a licence to use any program or material supplied to him by CoCre8 in performance of the relevant Services subject to receipt by CoCre8 in full of the applicable price or charge stipulated in the Services Order and in these Terms and Conditions. The said licence shall not entitle the Customer to grant any sub-licence nor to provide any aforesaid program or material for use or copying by any third party nor is any licence hereby granted or implied in relation to

diagnostic materials to which the provisions of the General Terms and Conditions shall apply.

#### **S4. PERFORMANCE**

CoCre8 shall employ reasonable care and skill in the performance of Services and take all reasonable and practical steps to avoid or ameliorate any default on its part in carrying out the same but it will not be liable for any claim whatsoever or howsoever arising whether in contract, delict or otherwise for any delay or act or omission on its part in relation to the Services save where such exclusion of liability shall be prohibited by law.

#### **S5. COMMENCEMENT**

The commencement date of Services in relation to Programs and Equipment shall be either the day of installation in the case of newly installed Equipment and Programs, or for previously installed Equipment and programs, the date indicated on the Services Order. Services shall continue from the commencement date for each unit of Equipment or Program until (in the case of Services agreed to be provided for an indeterminate period) either party terminates the Services by giving the other party not less than ninety (90) days' prior written notice of termination. In the case of Services agreed to be provided for a specified minimum period of time, termination as aforementioned shall (other than for reason of breach by either party) only be effected after the minimum period has elapsed and then by not less than 30 days' written notice.

#### **S6. SERVICE CHARGES**

S6.1 From time to time, CoCre8 may increase charges for Services which are payable on a periodic basis provided that CoCre8 gives the Customers at least thirty (30) days' prior notice of each such increase. In the event of any such increase, the Customer may by written notice to CoCre8 terminate Services provided that CoCre8 receives such written notice prior to the effective date of such increase.

S6.2 Charges for parts, components and materials, and for magnetic media, stationery, and other supplies, where not expressly included in the Services charge, are separately payable by the Customer.

S6.3 Except when expressly included in the Services charge, the Customer will be responsible for any travel time and expense (including accommodation) at CoCre8's current standard rates, where the service is to be performed at a location more than 40 kilometres from CoCre8's nearest Service Centre.

#### **S7. ACCESS: FACILITIES**

To facilitate provision of Services, the Customer shall:

- (i) provide CoCre8 with full and free access to all relevant information, Equipment and Programs;
- (ii) make available to CoCre8's personnel appropriate staff who are familiar with the Customer's operations, programs and/or applications;
- (iii) provide suitable working space and facilities and suitable safe storage for service equipment, spare parts and manuals;
- (iv) keep at its premises for use by CoCre8 the latest issues of such CoCre8 programs as are used by the Customer;
- (v) consent to and/or arrange for the temporary disconnection and/ or isolation of any non-CoCre8 supplied and/or maintained equipment if in CoCre8's reasonable opinion such action will better assist CoCre8 in the diagnosis and identification of faults;
- (vi) at CoCre8's request, keep a record of use of the Equipment and Programs in the manner prescribed by CoCre8 and make available such records as and when CoCre8 may reasonably require;
- (vii) at its own expense provide such telecommunications and other facilities as are reasonably required by CoCre8 for diagnostic and testing purposes and bear the costs of the use of these facilities by CoCre8.

#### **S8. RETURN TO SUPPORT POLICY**

S8.1 The CoCre8 Return to Support Policy is applicable to CoCre8 supported hardware and/or Operating System products in cases where a Warranty or a support contract has lapsed on any given product. A "Return to Support" fee shall apply and the Equipment shall meet all support eligibility criteria for CoCre8 supported hardware and Operating System support.

##### S8.2 Return to Support Fee

The Return to Support fee is calculated as follows:

- (i) "**Current monthly support charge**" multiplied by "**the number of months the product was not covered under contract**" plus "**Inspection fee**";
- (ii) where applicable any additional penalties levied by 3<sup>rd</sup> Party Hardware and Software OEM Vendors will also be chargeable; and
- (iii) where applicable, any additional charges to repair or replace a component to return the Equipment to good operating condition, will be chargeable.

##### S8.3 Return to Support for Hardware Products

Before a CoCre8 supplied hardware product can be added to a new support contract the product must meet as a minimum the eligibility criteria set out below.

##### S8.4 CoCre8 Hardware Support Eligibility Criteria

A CoCre8 supplied product shall meet eligibility criteria, which includes but is not limited to the following criteria:

- (i) has not reached the end of its support life (EOL) as published or designated by the OEM, and will not reach end of support life during the renewed agreement term;
- (ii) is at the latest specified configuration and revision levels;
- (iii) an onsite inspection of the product is performed by a CoCre8 engineer. If CoCre8 determines that the product does not meet the configuration and revision level requirements, or does not pass the CoCre8 diagnostic test(s), CoCre8 will restore such product(s) to acceptable configuration and revision levels and replace any hardware components in order to return the product to good operating condition, at the Customer's cost/expense.

##### S8.5 Return to Support for Operating System Products

CoCre8 Operating System support may be resumed upon payment of the following fees:

- (i) the annual support fee for the new coverage term;
- (ii) one hundred percent (100%) of all annual support fees that would have been payable if Operating System support coverage had not lapsed; and
- (iii) a reinstatement penalty fee where applicable.

S8.6 All applicable license or proof of Operating System license documentation for each Operating System product to be supported must be presented on request before such support will be considered for reinstatement.

S8.7 Only supported versions of the Operating System will qualify for support coverage.

**NOTE:** The General Terms and Conditions recorded in G1-G16 below apply to Services.

#### **L1. LICENCE GRANT**

L1.1 In consideration of payment by the Customer of the applicable licence charges (if any) specified on the Program Licence Order form (hereinafter referred to as the "PL Order") and compliance with the Terms and Conditions hereto, CoCre8 hereby grants to the Customer a non-exclusive, non-transferable licence to use the Programs specified on the PL Order for the purposes and subject to any limitations referred to on the PL Order and in the applicable Product Description relating to the Programs (which shall be deemed to be incorporated herein as part of these Terms and Conditions). The only processor upon which the Programs may be run is the processor unit or units identified on the PL Order (hereinafter "the Authorised Equipment"). Any other use is prohibited except by prior written agreement with CoCre8.

L1.2 The word "Program" in these Terms and Conditions shall mean the programs in object code form referred to on the PL Order as more fully described in CoCre8's latest relevant Product Description relating to the Program at the date of acceptance by CoCre8 of the PL Order. No other specification, descriptive material, written or oral representation or statement, or promotional or sales literature relating to the Program shall form part of or be incorporated by reference into these Terms and Conditions except where expressly agreed in writing. Each Program will be subject to a Primary Licence, Extension Licence, Run Time Licence or Secondary Licence as stated on the PL Order and each such Licence shall except where the context requires otherwise have the following meaning:

- (i) Primary Licence means the first licence granted to the Customer in relation to the Program in question.
- (ii) Secondary Licence means a licence granted to the Customer supplementary to a Primary Licence for a Program Product authorising the Customer to use that Program on equipment additional to that covered by the Primary Licence.
- (iii) Extension Licence means a licence granted to the Customer authorising a Program to be used on additional nodes to those covered by the Primary Licence.
- (iv) Run Time Licence means a licence granted to the Customer authorising the use of CoCre8 copyrighted code within object application Programs which have been incorporated therein by compiler or Program development products licensed by CoCre8.

#### **L2. DELIVERY OF PROGRAMS**

L2.1 CoCre8 shall deliver to the Customer one copy of each Program subject to a Primary Licence on media supplied by CoCre8 at the Customer's expense.

L2.2 Programs subject to a Secondary Licence or Extension Licence shall be used or copied for use by the Customer himself as necessary but only with the Authorised Equipment. All costs associated with the installation of Programs shall be borne by the Customer. The Customer may also make

copies needed for operational security. Except as provided above in this paragraph no other copies of the Programs may be made by the Customer. The Customer shall reproduce all CoCre8 copyright and other proprietary notices on all copies of the Programs.

### L3. LICENCE CHARGES

L3.1 Licence charges are payable in accordance with the terms on the PL Order Form. Periodic licence charges are payable in advance from the date of licence commencement, referred to in L10.1 below.

L3.2 CoCre8 may increase periodic licence charges from time to time by not less than thirty (30) days prior to written notice to the Customer.

### L4. DOCUMENTATION

CoCre8 shall deliver to the Customer's Primary Licence location(s) as described on the PL Order one copy of the standard CoCre8 documentation to assist the Customer in the use of the Programs. The Customer may not copy documentation without CoCre8's prior written consent. CoCre8 shall endeavour to ensure prompt delivery of Programs and any associated documentation on any dates agreed between CoCre8 and the Customer but shall not in any circumstances have any liability for any delay in such delivery.

### L5. PROGRAM WARRANTY

L5.1 CoCre8 warrants that, if within ninety (90) days after delivery of a Program subject to a Primary Licence it is reported to CoCre8 that the Program contains an intrinsic error or does not when properly used on the applicable Authorised Equipment materially conform to CoCre8's appropriate Product Description published at the date of acceptance by CoCre8 of the PL Order then CoCre8 will, unless stipulated otherwise by CoCre8 on the PL Order, use every reasonable effort to remedy any errors by way of error correction or avoidance action. Due to the nature of Programs, no guarantee is given of uninterrupted or error free running or that all errors will be rectified by error correction or avoidance action and CoCre8 shall not be liable for any claim whatsoever or howsoever arising whether in contract, delict or otherwise for any failure on its part to effect a successful error correction or avoidance action.

L5.2 CoCre8's obligation under the above warranty shall be as recorded in L5.1 and shall be CoCre8's sole liability and CoCre8 shall have no other liability whatsoever as regards the quality, or fitness for purpose of any Program or for any loss or damage whether in contract, delict or otherwise and all other representations, conditions, warranties and terms whether express or implied, statutory or otherwise are hereby excluded save where not capable of exclusion at law.

L5.3 CoCre8's warranty service is provided in terms of CoCre8's Program Warranty Service Description published by CoCre8 as at the date of acceptance by CoCre8 of the PL Order.

### L6. PROGRAM SUPPORT

After the period of 90 days referred to in L5.1 has expired CoCre8 shall continue to provide the error correction and avoidance service as specified in paragraph L5 at CoCre8's current rates. CoCre8 reserves the right to withdraw the availability of such service upon six (6) months' written notice to take effect at any time but will not do so (save for breach of contract by the Customer) for so long as CoCre8 is offering the service for the Program to other Customers generally.

### L7. MODIFYING, MERGING AND OTHER USES

L7.1 Save as provided in L8 below, the Customer may modify the Programs (other than in the microcode or operating systems) and may merge the Programs with other data and/or programs. This CoCre8 Program Licence applies to all parts of any Programs, which continue to subsist within the results of any aforesaid modification or merger. The Customer undertakes to inform CoCre8 promptly of any aforesaid modification and to furnish CoCre8 at its request with any information or data reasonably required by CoCre8 to enable it to understand, reproduce and use the results of such modification and CoCre8 shall be deemed to have been granted a free, irrevocable, sub-licensable, worldwide licence to exploit such said results, with effect from the date of the Customer having made such modification.

L7.2 If programs not supplied by CoCre8 are used with the Programs and such non-CoCre8 supplied programs increase CoCre8's support obligations with respect to the Programs, or if any Programs are modified or merged by or on behalf of the Customer other than by CoCre8, then CoCre8 shall have no further obligations, including support obligations, regarding the Programs as merged or modified and CoCre8 may charge the Customer for any services CoCre8 may provide at the request of the Customer at CoCre8's normal rates.

### L8. THIRD PARTY PROGRAMS

The Customer acknowledges being aware that certain Programs supplied by CoCre8 may be licensed to CoCre8 by third parties. Any such Programs may be subject either to licensing terms and conditions, which accompany such Programs, or to the terms and conditions of any third party end user licence either of which shall in the event of conflict prevail over these CoCre8 Terms

and Conditions. The Customer accepts that such terms and conditions shall govern the Customer's use of any such Programs.

### L9. CONFIDENTIALITY

The Customer shall ensure that the Programs are used only as licensed and will not disclose or make available the Programs or any part thereof to any third party, in any form, except to facilitate use with the Authorised Equipment and then on a confidential basis. If any unauthorised use is made of the Programs and such use is attributable to any act or default of the Customer then, without prejudice to CoCre8's other rights and remedies, the Customer will immediately be liable to pay CoCre8 an amount equal to the charges which such unauthorised user would have been obliged to pay had CoCre8 granted a licence to the unauthorised user at the beginning of the period of unauthorised use, for the period during which such unauthorised use persists.

### L10. COMMENCEMENT/TERMINATION

L10.1 The commencement of each Licence granted shall be as follows:

- (i) in the case of a Primary Licence, on delivery of the Program to the Customer (save where the relevant Program shall be only for use on Equipment not yet installed, when commencement shall be the date of installation of the relevant Authorised Equipment).
- (ii) in the case of Secondary and Extension Licences, on delivery to the Customer at its premises of the relevant Primary Program or installation of the relevant Authorised Equipment or the date of acceptance by CoCre8 of an order for the relevant Secondary or Extension Licence, whichever occurs last.

L10.2 The Customer may terminate a Program Licence in respect of any copy of any applicable Program by giving not less than ninety (90) days' prior written notice to CoCre8 to expire at the end of any current period for which a charge has been paid.

L10.3 CoCre8 may not terminate the Licence for any Program except in the event of breach by Customer of the Terms and Conditions applicable thereto. Termination of any Licence for breach by the Customer shall be without prejudice to any right of CoCre8 to damages or other rights or remedies.

L10.4 Within five (5) days of termination the Customer will in appropriate circumstances where CoCre8 so directs return or destroy the Programs and all copies, forms and parts thereof (including modified or merged Programs) and will certify to CoCre8 in writing that such action has been taken. Termination will not discharge the Customer from any obligation hereunder or from payment of sums then already due.

L10.5 The Customer shall permit CoCre8 at all reasonable times to audit the use of Programs.

**NOTE:** The General Terms and Conditions recorded in G1-G11 below apply to the Licensing and Support of Programs.

## GENERAL TERMS AND CONDITIONS FOR IT INTEGRATION SERVICES, AND IMAC/D SERVICES:

### 11. GENERAL

I1.1 These terms and conditions shall apply for offers and service delivery of CoCre8 in the field of Integration and IMAC/D services as well as other IT works and services subject to Customer acceptance. CoCre8 shall only be bound to any other supplementary business terms and conditions of the customer to the extent that such terms are in compliance with the terms set forth below or if CoCre8 has explicitly agreed to such terms in writing.

I1.2 Unless agreed otherwise, orders and confirmations of order must be made in writing.

I1.3 Delivery dates and deadlines are binding only if and insofar as expressly confirmed in writing by CoCre8

### 12. SERVICES

The scope of services shall be as set out in the CoCre8 quotation, offer, service schedule and/or service product data sheet of CoCre8. Unless agreed otherwise, CoCre8 shall provide the services during its local regular business hours (08h00 to 17h00, Mondays to Fridays excluding public holidays).

### 13 COOPERATION ON THE PART OF THE CUSTOMER

I3.1 The customer shall remain responsible for the overall project and the overall result.

I3.2 The customer shall appoint a responsible, knowledgeable contact person, unless this should not be required considering the scope and the extent of the specific service performance.

I3.3 The customer shall assist CoCre8 with the performance of its services and in the context of its obligations to cooperate, provide in good time all the documents, information and data required to perform the services, as well as obtain any necessary licenses and issue any approvals.

I3.4 The customer shall at its own expense and on its own responsibility provide and install any hardware and software prerequisites as well as any network connections, which are needed to provide the works and services

agreed under these terms and conditions and to maintain the customer's operations during service delivery.

13.5 The customer is to ensure the diligent and comprehensive back up of all relevant data so that in case of any damage or loss of such data, its recovery is possible at any time and without greater effort. In addition, the customer shall take all technical and/or organizational measures in order to enable works and service delivery by CoCre8 or a subcontractor of CoCre8 as agreed.

13.6 If the customer does not meet its obligations to cooperate in good time or sufficiently, CoCre8 shall then be entitled to substitute the necessary services at the customer's expense.

#### **14 PLACE OF FULFILMENT, PERSONNEL, REMOTE SERVICE PERFORMANCE**

14.1 In as far as is necessary to fulfil the agreement, CoCre8 shall also provide the agreed services at the customer's premises. The customer shall provide CoCre8 with unhindered access to the premises. Even where on premises works and services are performed the employees of CoCre8 shall under no circumstances enter a working relationship with the customer. The customer shall direct requests concerning the works and services to be provided exclusively to the contact person nominated by CoCre8 and shall refrain from giving any direct instructions to CoCre8 employees and/or subcontractors.

14.2 Customer acknowledges and agrees that CoCre8 is free to deploy, direct and control its staff at its own reasonable discretion. This particularly applies to the selection of the specific employees, orders regarding working hours and overtime, the setting of holidays, attendance supervision and monitoring of work processes.

14.3 If on the basis of these Terms and Conditions a working hierarchical relationship should arise between CoCre8 and Customer personnel due to mandatory legal requirements, the Customer shall bear all additional costs that CoCre8 incurs, unless employment of the personnel has been expressly agreed.

##### **14.4 Remote Service Performance**

14.4.1 If and insofar as the services as reflected in the respective service data sheet, Service Description or Statement of Work are provided wholly or partially via remote maintenance/remote access (remote services), the Customer shall - in addition to the required telecommunication and Internet connections (including the provision of functioning browser software) - be obliged to accept and implement the installation of a standard software utility program for remote access (remote access tool) to be provided by CoCre8 as well as to ensure its functioning for the duration of the service agreement. Depending on the remote access tool used, it is also possible for merely a temporary download of software elements to be necessary. The property rights to the respective remote access tool shall remain with the respective owner at all times.

14.4.2 During the installation or downloading of the respective remote access tool the Customer will be requested to accept the software license agreement of the respective software manufacturer and the corresponding data privacy regulations that are attached to the installation routine or download procedure. Upon request, CoCre8 shall at any time also provide the Customer with the appropriate regulations in advance. The use of the respective remote access tool shall also be subject to the terms and conditions of this service agreement as well as the conditions of any additional manufacturer warranty that may be applicable. If and to the extent that the Customer does not accept the appropriate regulations of the software licensor, installation/download of the remote access tool as well as the associated remote service delivery by CoCre8 will be deemed impossible for technical reasons beyond CoCre8's control. Any resulting service restrictions, in particular breaches of the agreed service levels due to the Customer's refusal to allow remote access, shall not be the responsibility of CoCre8 and shall be borne by the Customer.

14.4.3 CoCre8 support engineers shall obtain remote access to the Customer systems for the purpose of problem elimination with the aid of the respective remote access tool. The use of this remote access tool for problem elimination by support engineers shall include the analysis of the Customer's system configuration, the displaying and processing of the Customer's files and registry, the displaying of the Customer's screen as well as the displaying of comments on the Customer's screen and the assumption of control over the Customer system. If and to the extent that the Customer has not actively granted permanent approval for remote access by CoCre8 as part of the configuration of the remote access tool, new active approval of remote access shall be required from the Customer for every remote access session. The Customer can end the session at any time by means of the input function available according to the operating guide of the respective remote access tool. 14.4.4 CoCre8 will in the course of the remote access collect, administer, process and use the diagnosis data, as well as any technical or use-related information associated with the service assignment. This particularly includes device information about the

computer being accessed, the system software and software programs used as well as the connected peripheral devices. CoCre8 shall be entitled to collect, save, process and use this information for the provision of software updates, product support, product information and other services (if available) as well as anonymously for the further development, simplification or improvement of products and/or services. In connection with the remote access tool it is not planned to otherwise access personal data or collect such data. Any inadvertently collected or displayed personal data shall be handled in compliance with the statutory regulations regarding data privacy and CoCre8's data privacy guideline. Transmission of data between the Customer system and CoCre8 shall be in encrypted form.

14.4.5 Remote access sessions may for quality assurance purposes be monitored or recorded by CoCre8.

14.4.6 The Customer agrees to the installation or download of the remote access tools so that CoCre8 may export, use and save any personal data affected by the use of the remote service and other information, with which you can be identified outside the EEA, for the provision of the CoCre8 remote services and any other connected CoCre8 products and services.

14.4.7 Activation of third-party providers / CoCre8 service partners for remote tool use:

Upon Customer approval or by way of a supplementary agreement with the Customer the remote service tool may also be activated for the delivery of remote services by designated third-party providers. However, in these cases CoCre8 shall only provide the remote service infrastructure. Unless otherwise agreed both explicitly and in writing, the Customer alone shall therefore bear the risk of illicit or incorrect use of the remote access right by such a third-party provider that is associated with activation. Liability of CoCre8 for service activities and/or another action or inaction on the part of the activated third-party provider shall be excluded, unless the action or inaction of the corresponding third-party provider is based on an explicit and written order from CoCre8 sub-contractorship).

14.4.8 If and insofar as in accordance with the stipulations of the respective Service Datasheet, quotation, Service Description or Statement of Work, an ongoing remote access is required for the purpose of providing the agreed services, Customer grants to CoCre8 and the subcontractor(s) deployed by CoCre8 an upfront approval for ongoing remote access to all IT systems subject to service delivery under the agreement. Unless agreed otherwise, Customer approval of such remote access shall end with the termination or expiry of the underlying service contract and the corresponding delivery obligations of CoCre8 there under.

##### **15 CHANGE IN THE WORKS OR SERVICES (CHANGE REQUEST PROCESS)**

15.1 CoCre8 is only obliged to deliver the Services in accordance with quotation.

15.2 The Customer shall communicate any and all requirements for amendments and/or additions in writing and on a Change Request Form to be sent to the agreed CoCre8 contact person. CoCre8 shall provide a quotation for the implementation of such Change Request to Customer, unless it is unreasonable to do so for CoCre8. The implementation of a Change Request shall be deemed unreasonable in particular, if the business operation of CoCre8 should generally not be set up to provide the amended or additional services as requested.

15.3 CoCre8 is not obliged to fulfil the Customer's change and addition requests, unless a change/addition contract is concluded in writing, or the quotation is accepted by the Customer in writing.

15.4 CoCre8 may interrupt the works and Services affected by the change/addition requests until a decision is taken as to their implementation. The time limits for completion shall be extended by the number of workdays on which the interruption continues to exist. Where lump sum payments for the works and services were agreed CoCre8 can demand an increase to the agreed lump-sum remuneration for the duration of the interruption, unless otherwise agreed.

##### **16 ACCEPTANCE/ACTIVITY REPORT**

16.1 If and insofar as a formal acceptance for specific works and services or a partial formal acceptance for individual services is required or has been agreed, the Customer is obliged to accept the respective works or service no later than 3 (three) days after CoCre8 has given notification of completion and handed over the work result to the Customer. The services are deemed as accepted if:

- (i) the Customer confirms compliance with contractual agreements or the agreed acceptance criteria, or
- (ii) the Customer does not notify CoCre8 of any material or major deficiencies in writing during the acceptance period, or
- (iii) the Customer puts the work results to use at the end of the acceptance period without reservation.

16.2 Any deficiencies/errors found during acceptance must be notified to CoCre8 within 3 (three) days. CoCre8 shall eliminate these deficiencies/errors free of charge within a reasonable period. If the

deficiencies/errors in question are significant, CoCre8 shall - after the elimination of these deficiencies - provide the relevant work in order to continue the acceptance process.

16.3 CoCre8 offers no warranty for any changes made to the work after acceptance.

16.4 If and insofar as a formal acceptance has not been agreed, the satisfactory contractual conclusion of the service shall be confirmed by the Customer signing a proof of performance report without undue delay following CoCre8's performance of the agreed service or service elements. Despite the absence of the Customer's signature the activity report shall be deemed approved if the Customer does not make any substantiated objections in writing within 3 (three) days after receipt of the report.

#### **17 REMUNERATION**

17.1 Subject to Clause G1 below, CoCre8 shall calculate its services on the basis of working, travel and waiting times according to its list prices valid at the time of the performance or as otherwise agreed. If hourly or daily rates are used for the calculation, each hour of work or each day of work started shall be calculated proportionately. In case of billing based on hourly rates any started hour will be billed at half the hourly rate if the accrued service time is <30min and at the full hourly rate if the accrued time is > 30min. In case of billing based on daily rates any started day will be billed at half the daily rate if the accrued service time is <4h and at the full daily rate if the accrued service time is > 4h. The services provided shall be invoiced against CoCre8 proof of performance records.

17.2 In case of a time and material billing by CoCre8 as set out under section 17.1, the Customer shall additionally reimburse any incidental costs of CoCre8 in the amount actually incurred, e.g. for necessary travel and external accommodation. The incidental costs shall be shown separately in the invoice. The following rates shall be refunded for:

- (i) Motor vehicles; with rental cars the costs actually incurred, and with an own motor vehicle a charge rate per kilometre driven as set out in the then current price list.
- (ii) Rail travel - second class tickets;
- (iii) Air travel - Economy class flights;
- (iv) Accommodation, the costs actually incurred (reservation in accordance with CoCre8 travel policy).

17.3 CoCre8 reserves the right to invoice additional charges for works and services that are upon Customer request or out of necessity provided outside normal CoCre8 business hours in accordance with the price list valid at the time of the specific performance.

17.4 All prices are stated exclusive of statutory value added tax.

17.5 All payments are due within 30 (thirty) days of date of invoice without any deduction. The Customer is in default if payment is not made accordingly. The rights and remedies of CoCre8 in case of any default in payment, especially with regard to interest for default and damages, shall be determined in accordance with the corresponding statutory regulations.

#### **18 RIGHTS TO USE WORK RESULTS**

18.1 All the work results created within the framework of these Terms and Conditions which are capable of being protected, are protected by copyright and/or other intellectual property rights as the case may be. The work results may only be used by the Customer upon payment of the agreed remuneration, only in the context of and solely for the purposes of these Terms and Conditions, and must not be made accessible to any third parties outside the purpose of these Terms and Conditions. Unless expressly agreed otherwise the Customer may only reproduce and pass on work results and/or corresponding documentation subject to the prior written approval of CoCre8.

18.2 CoCre8 remains entitled to free-of-charge shared use and any other use of its ideas, concepts, experiences, tools, program development components, technologies, surveys and other work results that were used or developed during the provision of the works and services.

18.3 Records, documentation and similar documents that were left with the Customer during these Terms and Conditions shall remain, unless agreed otherwise, the property of CoCre8 and its subcontractors and should, if requested, be returned within a reasonable time from the cessation of these Terms and Conditions. Where required for the contractual use of the work results by Customer, Customer may retain copies of such records, documentation or similar documents for internal use.

#### **19 DEFECTS IN SERVICES AND SERVICE RESULTS / DEFICIENCIES IN TITLE /THIRD PARTY IPR RIGHTS**

19.1 The Customer shall, without undue delay after becoming aware of any deficiency to the works and services, notify CoCre8 in writing of such deficiencies, including a specific description of the deficiency and providing any available information as required by CoCre8 to eliminate the fault.

19.2 Insofar as Works and Services include development/configuration of Software such works and services shall only be considered deemed as non-conforming to specifications, if such errors and deficiencies are to be

qualified as substantial and reproducible deviations from the agreed program specifications, and if such deviation/error is also occurring in the latest correction release as supplied to the Customer.

19.3 CoCre8 shall correct deficiencies in works and services by rectification or re-performance of the works and services in accordance with the agreed specifications, the choice of the remedy being within the reasonable discretion of CoCre8. Should rectification ultimately fail, the Customer shall be entitled to either reduce the remuneration or withdraw from the contract.

#### **110 DEFAULT**

110.1 Unless otherwise expressly agreed, service level information or service timeframes for the performance of services as indicated in quotation, the service schedules and/or the service data sheets are deemed to be average values (general situation) which CoCre8 regularly endeavours to adhere to as a target. However, the Customer has no claim to precise adherence in relation to any individual service performance.

110.2 Agreed deadlines and completion dates shall be extended accordingly if CoCre8 is prevented from providing works or services properly as a result of circumstances for which CoCre8 is not responsible. This shall particularly apply if the Customer does not meet its obligations to cooperate in good time.

#### **113 EFFECTIVE DATE / TERMINATION,**

The Commencement and Termination shall be defined by the quotation. In the event that termination is not defined by the quotation, the termination date shall be regarded as the date the quoted services are delivered and/or completed by CoCre8.

### **GENERAL TERMS AND CONDITIONS APPLICABLE TO SALE OF EQUIPMENT, HIRE OF EQUIPMENT, SERVICES AND PROGRAMS:**

#### **G1. PAYMENT TERMS**

##### G1.1 Payment

- (i) Payments shall be made in accordance with the payment terms set forth on the applicable Order Form executed by the Customer and CoCre8 and as indicated herein. CoCre8 reserves the right to revoke any credit extended to the Customer at any time.
- (ii) Any customs duties or import surcharges, taxes, rates or governmental levies (other than those assessed on profits or gains of CoCre8) which are payable in connection with the supply of Equipment, Programs or Services will be payable by the Customer, in addition to the sales price or other charges stipulated.
- (iii) If the Customer fails to make any payment within 30 days after due date CoCre8 may refuse to perform any further obligations and suspend warranty and any services and support obligations and may charge the Customer interest on the overdue amounts, thereafter at the prime rate as quoted by a band of CoCre8's choosing plus five percent (5%) plus any additional costs incurred by CoCre8.
- (iv) Should the Customer delay delivery, installation or completion of any service or item then any sums payable by reference to the date of delivery, installation or completion shall be deemed to be due and payable 30 days after the date which CoCre8 notifies to Customer as the date at which it is ready to effect such delivery, installation or completion. The Customer shall pay all CoCre8's reasonable costs and charges resulting from such delay.

#### **G1A. INSPECTION**

G1A.1 The Customer has the responsibility to inspect and verify the tax invoice and the prices quoted on such tax invoice received by it upon delivery thereof. The Customer will be entitled to notify CoCre8, in writing, within 7 days of receipt by the Customer of such tax invoice, of any inaccuracy of the tax invoice which it has identified, failing which the Customer will be deemed to have inspected and verified the tax invoice and the prices quoted on such tax invoice delivered to it and confirmed the accuracy of the tax invoice.

G1A.2 To the extent that the CPA is applicable, the Customer has the responsibility to inspect and verify the goods received by it upon delivery thereof. The Customer will be entitled to notify and return to CoCre8, in writing, -

- (i) any goods which are returnable under the CPA, but specifically excluding goods which are defective, within 10 days; or
- (ii) any defective goods, within 6 months, of receipt by the Customer of such goods, of any reason for their return in respect of goods referred to in clause (i) or defects to the quality of the goods in respect of goods referred to in clause (ii), which it has identified, failing which the Customer will be deemed to have inspected and verified the goods delivered to it and confirmed the good quality of the goods free from any and all defects, and the correctness of the order. To the extent permitted in law, CoCre8's liability to the Customer in respect of any

returned goods timeously in accordance with this clause shall be limited to the remedies set out in these Terms and Conditions.

G1A.3 To the extent that the CPA is not applicable, the same provisions of clause G1A.2 shall apply, except that notice to CoCre8 and any goods returned to CoCre8, whether defective or not, must be made –

- (i) in respect of quality disputes (being in respect of any physical damage of the good and/or to the packaging of the good which could be identified upon delivery thereof), within 72 hours of receipt by the Customer of such goods; and/or
- (ii) in respect of performance disputes (being in respect of non-conformance with the requested specifications listed on the relevant Purchase Order), within 7 days of the receipt by the Customer of such goods.

## **G2. RETENTION OF TITLE**

Title to any goods sold by CoCre8 to Customer shall be retained by CoCre8 until it is in receipt of payment in full of the contract price payable.

## **G3. SPECIFICATIONS**

### G3.1 Substitutions and modifications

CoCre8 may substitute or modify any Equipment, Program or Services agreed to be supplied to the Customer provided that any substituted or modified item shall be substantially equivalent in performance and capabilities to the Equipment, Program or Services originally ordered.

### G3.2 Data transmission

The Customer accepts and acknowledges that the ability of any unit of Equipment to meet its data transmission speed specifications (if any) is subject to limitations imposed on the use of telecommunications lines by the agency furnishing such lines and to the availability of telecommunication equipment and lines.

## **G4. CARE AND USE**

The Customer shall use the Equipment and Programs in the manner contemplated by CoCre8's Product Description relating thereto. The Customer shall supervise, manage and control the proper use of the Equipment and Programs (including routine Customer maintenance, if any) in the manner that CoCre8 may reasonably specify from time to time. The Customer shall also ensure that adequate backup plans, restart procedures, checks for accuracy and security of data together with other necessary procedures and controls are provided by the Customer to meet its requirements.

## **G5. LIMITATION OF LIABILITY**

G5.1 Save and to the extent that an exclusion or limitation of liability shall be prohibited by law, CoCre8's liability for any and all claims, whether in contract, delict or otherwise, or whether related to any one event or series of connected events shall not exceed the lesser of the price paid for the item of Equipment, Program or Service in respect of which liability arises, 30% of the total annual contract value or R250000, whichever is the lowest. For determining the allocation to a specific contract year the decisive element is the point in time at which the activity that triggered the damage was carried out or omission took place contrary to an obligation to act. Any sums not claimed in a year in respect of this maximum liability amount cannot be carried forward to the following year. A change in the burden of proof to the detriment of the Customer is not associated with the above regulations.

G5.2 CoCre8 assumes no responsibility for damage that occurs in conjunction with the Customer not creating a daily data backup in a suitable form or otherwise ensuring immediate and low-priced data recovery. The obligation to reimburse damages if any damage is caused to data media material shall not include the reimbursement of any expenditure(s) for the retrieval of any lost data or information. CoCre8 shall not be responsible for any data backups or data corruption.

G5.3 CoCre8 shall have no responsibility or liability for equipment, programs or services supplied by persons other than CoCre8 or for modifications to any Equipment or Programs, which are made by persons other than CoCre8. In no event shall CoCre8 be liable for any incidental or consequential damages, loss of use, loss of data, loss of business, and loss of profits resulting from any cause whatsoever.

G5.4 In all other respects, i.e. unless these terms do not expressly provide for any further liability, any liability of CoCre8, its bodies, representatives and agents, in particular employees for damages and reimbursement of costs for any legal reason whatsoever, is excluded. CoCre8 accepts no liability in particular for direct/indirect damage or consequential damage, including any loss of profits on the part of the Customer or other beneficiaries.

## **G6. INTELLECTUAL PROPERTY RIGHTS**

### G6.1 CoCre8's intellectual property rights

CoCre8 retains all intellectual property rights to itself and on behalf of its licensors in and to all Equipment, Programs (including customisation and modifications made by CoCre8) and Services provided by CoCre8 to the Customer.

### G6.2 License to use

Subject as mentioned elsewhere in these Terms and Conditions the Customer is hereby granted a non-exclusive, non-transferable licence under CoCre8's copyright, patents and other intellectual property rights to use the Equipment, Programs and Services in the form and for the purpose for which they are supplied.

G6.3 If any unauthorised modification is made either to any Equipment (including but not limited to obtaining access without the express authority of CoCre8 to any installed latent capacity) or to any Program then the Customer shall be deemed to be in breach of these Terms and Conditions and CoCre8 shall be entitled to terminate forthwith any licence applicable to any Program to be used on such Equipment or to any Program so modified, and in the meantime the Customer's continued use of any such Program shall be regarded as unauthorised.

Any authorised modification by or on behalf of the Customer resulting in an enhanced level of capacity of any Equipment shall be subject to the payment by the Customer in respect of all Programs in its possession of the rates of charges charged by CoCre8 at that time for the use of Programs on Equipment at the said enhanced level of capacity.

### G6.4 Confidential information

The parties agree not to use or disclose to any third party, except for the purpose of observance of these Terms and Conditions, any confidential information of the other party. It is understood and agreed that all CoCre8 Programs (including but not limited to the Programs as defined in L1.2), shall be deemed to form part of CoCre8's confidential information.

### G6.5 Instructions

The Customer shall follow all reasonable instructions that CoCre8 gives from time to time with regard to the use of trademarks, copyrights and other notice of ownership rights of CoCre8 and/ or its licensors. In particular but without being limited to the foregoing the Customer shall provide CoCre8 promptly upon request with information relating to the location and identification of all processors upon which specified programs are installed in order to assist CoCre8 in the computation of third party royalties.

### G6.6 Diagnostic materials

From time to time CoCre8 may provide diagnostic materials, which may include and/or be included in diagnostic and test routines, programs, manuals, documentation and data. These diagnostic materials are not the subject of any licence granted to the Customer for its own use but shall be held at the Customer's site on behalf of CoCre8 as an aid to the carrying out of services by CoCre8. The Customer shall use the diagnostic materials solely in the manner and for the purposes specified by CoCre8 and will follow CoCre8's advice concerning their use. The Customer shall keep the diagnostic materials, including the results obtained by their use, confidential and will not disclose the same to any third party. The Customer shall permit CoCre8 at all reasonable times to audit the use of diagnostic materials and to remove the diagnostic materials whenever CoCre8 so requires. CoCre8 shall be entitled to remove any diagnostic materials from Customer's premises forthwith upon termination of any CoCre8 service in connection with which the relevant diagnostic materials are used.

## **G7. INDEMNIFICATION**

G7.1 CoCre8 will, at its sole expense, defend any action brought against the Customer based on a claim that any Equipment, Program or Service acquired from CoCre8 or any part thereof infringes a patent or registered design or copyright of a third party and will pay all costs and damages finally awarded against the Customer in any such action which are attributable to such claim provided that:

- (i) the Customer promptly notifies CoCre8 of any such claim or allegation of infringement; and
- (ii) CoCre8 shall have sole control of the defence and settlement of any such claim; and
- (iii) the Customer will provide CoCre8 with such assistance in such defence as CoCre8 may reasonably require; and
- (iv) the Customer shall not incur any cost or expense for CoCre8's account without CoCre8's prior written consent.

G7.2 Save as provided above CoCre8 shall have no liability whatsoever to the Customer in respect of patent, copyright, registered design or other intellectual property rights and in particular, but without limiting the generality of the foregoing, CoCre8 shall have no liability to Customer hereunder for infringement which is based on the use of any unit of Equipment, Program or Service other than as specified or licensed by CoCre8, in combination with Equipment, Programs or Services not supplied by CoCre8.

### G7.3 Modification by CoCre8

If any allegation of infringement of copyright or other intellectual property right with respect to any unit of Equipment, Program or Service is made, or, in CoCre8's opinion is likely to be made, CoCre8 may at its sole option and expense, procure for the Customer the right to continue using the same,



modify or replace the infringing item so as to avoid the infringement, or accept the return of such item and grant the Customer a credit for its depreciated value. The depreciated value of any item so returned shall be its original purchase price paid by Customer (exclusive of any taxes, duties and similar imports paid thereon) less 2% of such purchase price for each month from the date of original delivery thereof to date of return.

#### **G8. TERMINATION**

G8.1 If the Customer is in breach of contract and does not remedy that breach within fourteen days after receiving written notice from CoCre8, then CoCre8 may immediately terminate the contract or, at CoCre8's option, suspend the performance of CoCre8's obligations under that or any other contract until the breach is remedied. The Customer will have no claim against CoCre8 on account of CoCre8's withholding performance of its obligations in these circumstances.

G8.2 If either party commits an act of insolvency or goes or is placed into liquidation (either provisionally or finally), (other than solely for amalgamation or reconstruction) or if a judicial manager is appointed over any part of the party's business, then the other party may regard any such circumstances as grounds for immediately terminating any contract without notice.

G8.3 Termination will not discharge either party from performing any obligation or from payment of any sums already due or becoming due by reason of the termination.

G8.4 Upon termination for whatever reason, the Customer will immediately deliver up any CoCre8 property which he has no contractual right to retain and CoCre8 may enter any premises to recover and remove such property.

G8.5 If any of the representations and covenants in these Terms and Conditions are violated by the Customer, its directors, officers, employees, subcontractors, agents or representatives, it will constitute grounds for termination of any contracts and business relationships between CoCre8 and the Customer, at CoCre8's sole discretion. Such termination shall be without prejudice to any other available remedies, particularly indemnification claims.

#### **G9. EXPORT**

G9.1 Export or re-export including the immaterial transfer of goods as well as technical support in conjunction with these Terms and Conditions may be subject to licensing obligations and/ or government approval e.g. by reason of type or of intended purpose. Obtaining these licenses is the responsibility of the contracting party that is obliged to obtain appropriate licenses according to the valid export control regulations of the Federal Republic of Germany, the European Union, the United States of America (USA) or according to the law of any other country that is affected by such a provision or regulates such a provision. The contracting parties agree to provide upon the other party's request any and all information reasonably required to obtain such license/government approval.

G9.2 Exports, re-exports and the provision of services in conjunction with these Terms and Conditions may not take place if there is any reason to assume that the use will be in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons.

G9.3 The contracting parties shall comply with the latest versions of the corresponding sanction lists of the European Union, the German Federal Government, US export authorities or of any other relevant countries, e.g. European Sanctions List, Denied Persons List, as well as any other warnings from the appropriate authorities and shall act accordingly.

G9.4 Activities in conjunction with these Terms and Conditions are generally and as a rule not permitted for countries and citizens of country group E according to US Export Administration Regulations (e.g. Iran, Syria, North Korea, Sudan, Cuba).

G9.5 CoCre8 shall not be obliged to make any deliveries and/or fulfil any other obligations that result from these Terms and Conditions if CoCre8 is prevented from making such deliveries or from fulfilling the corresponding obligations by export regulations (in particular e.g. those defined by Germany, the European Union, USA or Japan).

G9.6 A breach of the provisions of this paragraph shall be deemed a material breach of these Terms and Conditions.

#### **G10. PRODUCT DESCRIPTION - DEFINITION**

"Product Description" at any time shall mean, "the then current published CoCre8 technical specification for the product or service, or in the absence of such a document, the most recent technical specification of the product provided by the manufacturer thereof".

#### **G11 OBLIGATION TO SECRECY / DATA PROTECTION / SUBCONTRACTORS**

G11.1 The contracting parties shall use all the documents, information and data they receive from the other party and which are denoted as "Confidential" solely for the performance of this service agreement. As long as and unless they have become generally known (without breach of any confidentiality undertaking) or the other contracting party has approved their publication beforehand or such publication is mandatory in the

context of official or judicial proceedings, the receiving contracting party shall not disclose the aforesaid documents and information towards third parties except to the extent such third parties are involved in the performance of the respective services under these Terms and Conditions and have a need to know. The obligations under this subsection G11.1 shall continue to exist for 5 years after the end of these Terms and Conditions.

G11.2 Personal Information is information relating to an identifiable, natural or juristic person, including but not limited to information relating to race, gender, sex, marital status, nationality, ethnic or social original, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, e-mail, postal or street address, biometric information and financial, criminal or employment history, as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence ("Personal Information").

G11.3 The Customer acknowledges that its Personal Information provided to CoCre8 may be protected by data protection legislation such as the Protection of Personal Information Act, No 4 of 2013 ("POPI") and the NCA and the Customer expressly consents to CoCre8 collecting, receiving, recording, organizing, collating, storing, updating, modifying, retrieving, altering or processing of its Personal Information.

G11.4 The Customer consents to all communications being monitored or recorded by CoCre8 in accordance with the applicable laws, for use in business practices, prevention of unauthorised use of CoCre8's systems and in respect of the detection and prevention of crime.

G11.5 The Parties shall observe the statutory regulations for the protection of Personal Information. As a general rule CoCre8 collects, processes and uses personal data, including Personal Information, exclusively as commissioned by the Customer or the respective beneficiary. CoCre8 may and shall use the transferred data only in order to fulfil the contractual obligations under these Terms and Conditions as well as anonymously for evaluations and quality assurance measures. Any transfer to third parties shall only take place if the latter are integrated in the service provision as subcontractors for CoCre8 or work anonymously for purposes of statistical evaluation and quality assurance. The Customer also expressly agrees to automated transfer, use, storage and evaluation of Personal Information for contractually agreed purposes, in particular for the purposes of remote services. CoCre8 will not acquire ownership of the data of the Customer and/or beneficiaries and shall at the request of the Customer or respective beneficiary, and at the latest by the end of the Contract, surrender the data in a common data format to be agreed with the Customer.

G11.6 The Customer agrees that CoCre8 will not be held liable for the good faith disclosure of any of this Personal Information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party for the purposes of establishing its credit rating and in providing the goods and/or services to the Customer in terms of these Terms and Conditions.

G11.7 If required, over and above the consent provided herein, for reasons concerning data privacy rights, the Customer shall sign an appropriate, express, written declaration of consent and reach an agreement with CoCre8 on the necessary organizational and technical protective measures under the terms of the applicable data privacy laws.

G11.8 CoCre8 has placed all employees deployed for data processing under a written obligation of data secrecy. The data protection officers of the contracting parties shall be mutually available as a contact for all matters relating to data protection.

G11.9 CoCre8 can subcontract services, but must impose on the subcontractor's obligations in keeping with the preceding paragraph (section G11.1).

G11.10 The Customer shall ensure that all legally required prerequisites (e.g. by obtaining declarations of consent) are in place so that CoCre8 can provide the agreed services without any infringements of applicable data protection laws.

#### **G12. COMPLIANCE WITH LAWS AND REGULATIONS**

G12.1 The Customer shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including, without limitation, laws and regulations relating to taxation, exchange controls, and customs requirements and any Applicable Local Law.

G12.2. The Customer will inform its directors, officers, employees, agents and subcontractors of the requirement of this Statement.

G12.3. The Customer has adequate and proportionate procedures in place to prevent any persons associated with the Customer and any subcontractors of the Customer from violating the applicable Anti-Corruption laws.

G12.4 The Customer shall comply with all CoCre8 policies, including its Anti-Corruption, protection of personal information and ISO 9001 and 27001 policies, as communicated and updated from time to time by CoCre8.

G12.5 The Customer's obligations under these Terms and Conditions cannot be transferred or assigned by the Customer without prior written approval by CoCre8.

### **G13. AUDIT RIGHTS**

The Customer represents and covenants that the contract price and invoices presented to CoCre8 will accurately, fairly and fully represent the cost of work performed for CoCre8 without duplication, waste or fraud. The Customer will cooperate with CoCre8 in providing information and permit CoCre8 or its representatives to audit its books and records upon reasonable notice, with regard to its Contract(s) with CoCre8 if CoCre8 so requests.

### **G14. SECURITY**

G14.1 CoCre8 reserves the right to require satisfactory security from the Customer for the due performance of any of the Customer's obligations hereunder, including the payment of any amounts owing by the Customer to CoCre8.

G14.2 If CoCre8 so requires, the Customer shall deliver to CoCre8, prior to CoCre8 complying with any of its obligations hereunder, any one of the following forms of security, at CoCre8's sole and absolute discretion: (a) confirmed irrevocable letters of credit by financial institutions acceptable to CoCre8; (b) an irrevocable and unconditional bank guarantee issued by a South African registered bank acceptable to CoCre8; (c) a deed of suretyship duly executed by a surety acceptable to CoCre8 in terms of which such surety is, amongst other things, bound jointly and severally as surety and co-principal debtor with the Customer for all and any sums of money owing by the Customer to CoCre8; (d) a guarantee from the Customer's holding company acceptable to CoCre8; (e) a cession of the Customer's debtors to secure its indebtedness to CoCre8; (f) a cession of the Customer's bank accounts to secure its indebtedness to CoCre8; (g) a cession of the Customer's contractual rights against the end-customer; (h) a pledge of shares or other property; or (i) a combination of any of the aforesaid or any such other form of security agreed between the Parties.

G14.3 If such security is not furnished to CoCre8 within 7 days after any such demand, CoCre8 shall be entitled to withdraw from these Terms and Conditions in whole or in part, and/or suspend its obligations under any orders placed with CoCre8 by the Customer, whether such order has been accepted by CoCre8 or not, without prejudice to CoCre8.

### **G15. GENERAL**

#### G15.1 Assignment

The Customer shall ensure that any person associated with the supplier who is performing services or providing goods in connection with these Terms and Conditions does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Customer in this case.

#### G15.2 Notices

All notices hereunder shall be in writing addressed to the parties at their respective addresses set forth on the Order or such other address as may be notified from time to time in writing by either party to the other.

#### G15.3 Effective Terms

Unless agreed otherwise in writing, these Terms and Conditions shall represent the only terms and conditions between the parties and shall supersede all representations, promises and proposals, whether they are oral or written. Any terms and conditions set forth in any Customer order form or other correspondence shall be without effect. Any supplementary agreements, amendments and/or supplements are to be made in the written form and shall only take effect upon mutual agreement between CoCre8 and the Customer. This also applies to changes or supplements to this clause regarding the written form. For this purpose, it is not sufficient to transfer the declarations concerned by means of telecommunication, particularly by e-mail.

#### G15.4 Waiver

No terms or conditions hereof shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.

#### G15.5 Force majeure

Neither party will be liable for any delay or for failure to perform its obligations hereunder resulting from any cause beyond its reasonable control, including, but not limited to, failure to supply in good time necessary data, information or specifications (if the other party has agreed to supply any such data, information or specifications); changes in any such data, information or specifications supplied; acts of God; inclement weather; fire; explosions; floods; strikes; work stoppages, slowdowns or other industrial disputes; accidents; riots or civil disturbances; acts of

government; inability to obtain any necessary licence or consent; and delays by suppliers or material shortages.

#### G15.6 Governing law and dispute resolution

G15.6.1 These Terms and Conditions shall be governed by the laws of the Republic of South Africa. Subject to G15.6.2, the court of jurisdiction for all disputes arising out of or in connection with these Terms and Conditions is the High Court of South Africa Gauteng (Local) Division, Johannesburg.

G15.6.2 In the event of there being any dispute or difference between the Parties arising out of these Terms and Conditions (including but not limited to any dispute or difference as to the validity or otherwise of these Terms and Conditions, or as to the enforceability of these Terms and Conditions), the said dispute or difference shall on written demand by either CoCre8 or the Customer be submitted to arbitration in Johannesburg in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA"), which arbitration shall be administered by AFSA.

G15.6.3 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

G15.6.4 The parties agree that the written demand by a party to the dispute in terms of G15.6.2 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

#### G15.7 Headings

The headings in these Terms and Conditions are inserted for convenience only and shall not constitute a part of or are referred to in interpreting these Terms and Conditions.

#### G15.8 Severability

If individual provisions of these Terms and Conditions should turn out to be invalid, either in whole or in part, this shall not affect the validity of these Terms and Conditions, unless the continuation of these Terms and Conditions would be an unreasonable hardship, even when taking into consideration the substituting legal stipulations. The Parties agree in such cases to replace the invalid or unenforceable provision with a legally permissible regulation which serves the commercial purpose of the invalid or unenforceable provision as closely as possible; the same applies accordingly in the event of a loophole in the regulations.

#### G15.9 CoCre8's Bank Account Details

It is hereby recorded that CoCre8 will not change its bank account details, unless specifically notified to the Customer, in writing. A such, the Customer shall, at all times, be responsible for ensuring that it cites the correct bank account details for CoCre8 upon making any payment to CoCre8.

#### G15.10 CoCre8's Quotations

Any quotation given by CoCre8 is not an offer by CoCre8 to sell the goods or provide the services to the Customer, but constitutes an invitation by CoCre8 to the Customer to do business with CoCre8.

### **G16. DISPOSAL / DESTRUCTION OF E-WASTE**

G16.1 CoCre8 shall ensure that, when required, all damaged and/or replaced equipment is destroyed and/or disposed of in accordance with the laws applicable to the destruction and/or disposal of e-waste, together with those relating to data protection, where applicable, as well as its own internal policies, unless the Customer chooses to retain possession of any such damaged and/or replaced equipment, in which case, such responsibility on CoCre8 shall fall away.

G16.2 Notwithstanding clause G16.1, the Customer is reminded of its obligations set out herein (and responsibilities associated therewith) regarding the transportation of any equipment needing repair and/or replacement to CoCre8.