



GENERAL TERMS & CONDITIONS

1. DEFINITIONS

Unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

- 1.1. **"Business Day"** means any day which is not a Saturday, Sunday or a public holiday in the Republic of South Africa (within the meaning of the Public Holidays Act No. 36 of 1994);
- 1.2. **"Company"** means BBB Electrical Proprietary Limited with registration number: 2021/958562/07 as the context requires determined by the entity providing the Products and/or rendering the Services to the Customer;
- 1.3. **"Customer"** means any individual or entity at whose request or on whose behalf the Company undertakes any business or provides any advice, information, Products or Services;
- 1.4. **"General Terms and Conditions"** means the terms and conditions as detailed herein;
- 1.5. **"Handover Document"** means the handover document concluded or to be concluded between the Parties;
- 1.6. **"High Value Equipment Form"** means the high value equipment form concluded or to be concluded between the Parties when the Company supplies the Customer with a high value asset;
- 1.7. **"Job Card"** means the job card prepared by the Company which contains the details of the work attended to by the Company for the Customer;
- 1.8. **"Manufacturer Warranty"** shall have the meaning ascribed thereto in **clause 12** (*Manufacturer Warranty and Insurance Claims*);
- 1.9. **"Parties"** means the Customer and the Company and **"Party"** shall mean any one of them as the context requires;
- 1.10. **"Personal Information"** shall have the meaning ascribed thereto in terms of POPI;
- 1.11. **"POPI"** means the Protection of Personal Information Act No. 4 of 2013;
- 1.12. **"Processing"** shall have the meaning ascribed thereto in terms of POPI and **"Process"** shall have a similar meaning as the context requires;
- 1.13. **"Products"** means any products or equipment supplied to the Customer whether or not used in connection with or in relation to the rendering of the Services;
- 1.14. **"Quote"** means any quotation furnished to the Customer by the Company which is accompanied by these General Terms and Conditions;
- 1.15. **"Scope of Work"** means the details of the work to be attended to by the Company in order to achieve the objectives of the Customer as communicated by the Customer to the Company at the commencement of the engagement between the Parties; and
- 1.16. **"Services"** means any services to be rendered by the Company to the Customer including, but not limited to:
 - 1.16.1. electrical installations and maintenance;
 - 1.16.2. electrical asset servicing and maintenance;
 - 1.16.3. general electrical services;
 - 1.16.4. general electrical and energy efficiency advice;
 - 1.16.5. project management solutions; and
 - 1.16.6. solar installations and maintenance.

2. PURPOSE AND OBJECTIVES

The General Terms and Conditions as set out herein shall govern the relationship between the Company and the Customer upon acceptance of a Quote and/or Job Card (whichever is applicable) by the Customer. For the avoidance of any uncertainty, all prior communication between the Parties is excluded, save insofar as it has been expressly included in these General Terms and Conditions, read together with the Quote, the Job Card, the Handover Document and the High Value Equipment Form (whichever is applicable).

3. ENGAGEMENT WITH THE COMPANY

- 3.1. Should the Customer require the Company to provide any Products and/or Services to the Customer, the Customer shall engage the Company and provide details of the Products and/or Services required. Alternatively, once engaged by the Customer, the Company shall provide the Customer with advice on the Products and/or Services required in order to meet the needs of the Customer.
- 3.2. Following the initial engagement with the Customer, the Company shall proceed to generate the Scope of Work for the supply of the Products and/or rendering of the Services which shall form the basis of the Quote and/or Job Card issued to the Customer. For matters of an urgent nature the Company shall attend thereto on the instructions on the Customer and thereafter issued a Job Card for the work completed.
- 3.3. Any oral instructions from a Customer must be confirmed in writing to a representative of the Company who is duly authorised to execute on such instructions.
- 3.4. Oral instructions from a Customer which have not been confirmed in writing to a duly authorised representative of the Company shall not in any way be binding upon the Company, however the Company may, in its sole and absolute discretion, act thereon in which instance such instruction shall be subject to these General Terms and Conditions.

4. CONDITIONS FOR QUOTES

- 4.1. Following the initial engagement with the Customer, and should the needs of the Customer not be of an urgent nature, the Company shall issue a Quote to the Customer which shall be based on the information and/or documentation supplied by the Customer and the Scope of Work.
- 4.2. Any Quote shall only remain valid for a period of 30 (thirty) days from the date that it issued.
- 4.3. The Company may unilaterally amend or increase any Quote with an appropriate amount (the determination of the appropriate amount shall be in the Company's sole and absolute discretion) in the following circumstances:
 - 4.3.1. if at any time any expenditures, costs, taxes and amounts paid or payable to any subcontractor incurred or to be incurred by the Company in respect of the Products and/or Services are more than those reflected on the Quote;



- 4.3.2. if the Customer provides instructions to the Company in respect of the delivery of the Products and/or rendering of the Services which deviates from the Quote;
- 4.3.3. should the rendering of the Services take longer than anticipated by the Company due to circumstances beyond the reasonable control of the Company; and
- 4.3.4. if such amendment or increase is reasonable and justifiable in the Company's sole and absolute discretion.

4.4. The Company shall be entitled by notice to the Customer to cancel any Quote (whether or not approval was received for such Quote) and its delivery of the Products and/or rendering of the Services in the event that it becomes either impracticable or uneconomical for the Company to deliver the Products and/or carry out the Services in terms of the Quote and the Customer shall have no claim whatsoever against the Company for any damages or loss that the Customer may incur as a result of the Company cancelling the Quote.

5. ADDITIONAL PRODUCTS AND SERVICES NOT QUOTED FOR

- 5.1. The Company will notify the Customer in writing should any additional Products and/or Services be required, which have not been quoted for, in order for the effective rendering of the Services and/or the effective supply of the Products.
- 5.2. Should the Customer not accept such additional Quote, the Company will cease operations and the Customer will be liable for the payment of the Products and Services rendered to date.
- 5.3. Without the written consent from the Company, the Customer shall not engage or employ the Company personnel in work that is not included in the Quote.

6. APPOINTMENT OF SUB-CONTRACTORS

- 6.1. Where the Customer instructs the Company to supply any Products or perform any Services, such Product or Service may be supplied or performed either by the Company or by the Company engaging third party service providers to provide part or all of the Products and/or Services on such terms and conditions that may be negotiated between the Company and such third parties.
- 6.2. When the Company engages third parties to supply or perform, in whole or part, the Products or Services which it has agreed to supply or perform, the Company is not obliged to obtain the Customer's approval for the engagement of such third party and the Customer expressly consents to the appointment of a third party by accepting these General Terms and Conditions.
- 6.3. Where the Company engages third parties to provide any Services, the Company bear no responsibility or liability whatsoever to the Customer for any act or omissions of such third party. The Customer expressly acknowledges that any claim it may have arising from damages suffered as a result of any act or omission of a third party shall lie solely with such third party and the Customer waives any right to enforce such claim against the Company.
- 6.4. These General Terms and Conditions shall apply *mutatis mutandis* to a third party instructed by the Company.

7. WORKSITE

- 7.1. The Customer undertakes:
 - 7.1.1. to ensure that the worksite will be available to the Company during such hours and days as the Parties have agreed;

- 7.1.2. to ensure that an authorised representative of the Customer is available at the worksite at all times whilst the Company personnel are present; and

- 7.1.3. to ensure a safe working environment for the Company staff during the supply of the Products and the execution of the Services.

7.2. The Company staff are authorised to suspend or interrupt the work if safety at the worksite is not sufficient for purposes of rendering the Services and/or supplying the Products, which shall be determined in the Company's absolute and sole discretion.

8. STORAGE FACILITY

8.1. The Company will provide all equipment required for the installation of Products and the rendering of Services ("Equipment"). The Customer, at his/her/its own expense, must provide a secure storage facility to the Company in order for the Company to store such Equipment when the worksite is closed or not accessible by The Company.

8.2. The Customer will be liable for any theft or loss of Equipment in the event that no secure storage facility is made available to the Company.

9. ACCEPTANCE OF THE PRODUCTS AND SERVICES

- 9.1. The Customer is required to inspect the Products and Services and accept the quality thereof as soon as the Company has notified the Customer that the work is completed.
- 9.2. If the Products and installation thereof prove to be defective or non-operational, the Company shall be obliged to rectify any defects. Such obligation shall not apply if the defects are insignificant to the Customer's interests or if the defects are based on circumstances that are attributable to the Customer or result from a manufacturer defect.
- 9.3. If an insignificant defect exists, the Customer may not refuse acceptance of the Products from the Company.
- 9.4. If the acceptance is delayed through no fault of the Company's own, the acceptance shall be deemed to have taken place 7 (seven) days after notification to the Customer of the completion of the work, unless a longer time period has been agreed in writing between the Parties.
- 9.5. Acceptance removes any liability on the part of the Company for any defects that were identifiable at the time of acceptance, save for a manufacturer warranty claim in terms of **clause 12 (Manufacturer Warranty and Insurance Claims)**.

10. PRODUCTS SUPPLIED BY THE CUSTOMER

- 10.1. Should the Customer provide the Company with any thirdparty products for installation which have not been supplied by the Company itself, the Customer expressly acknowledges that the Company shall not bear any responsibility in relation thereto.
- 10.2. By supplying such third-party products to the Company the Customer warrants that it is the owner of such products and that no third party has any claim thereto.
- 10.3. By supplying such third-party products to the Company the Customer expressly waives all rights to claim any loss, damages and/or harm suffered by it as a result of the use of such third-party products.

11. PROCESS FOR DETERMINING FAULTS

- 11.1. Should any fault arise in relation to the Products and/or Services, the following process shall be followed to determine the cause thereof:

- 11.1.1. the Customer shall immediately log a fault with the Company setting out the details of the fault;
- 11.1.2. the Company shall then schedule an inspection of the reported fault at the relevant site;
- 11.1.3. following the inspection of the reported fault, the Company shall determine the cause of the fault;
- 11.1.4. if it is determined that the fault is as a result of the acts or omissions of the Company, then the fault shall be rectified at no cost to the Customer;
- 11.1.5. if it is determined that the fault is as a result of the acts or omissions of the Customer, then the Customer shall be notified of the cause(s) of the fault and provided with a breakdown of the work required to remedy the fault and a quote in order to attend to such work; and
- 11.1.6. should the inspection reveal that the fault falls under the Manufacturer Warranty, then the process for submitting a claim under the Manufacturer Warranty as set out in **clause 12 (Manufacturer Warranty and Insurance Claims)** shall be followed.
- 11.2. The Customer acknowledges that in order for the Company to conduct the inspection envisaged by this clause 0, it shall be necessary for the Company to charge the Customer its standard charge out rates. The Customer expressly agrees that upon instructing the Company to investigate a fault, it shall pay the Company the fees charged in order to conduct such inspection.

12. MANUFACTURER WARRANTY AND INSURANCE CLAIMS

- 12.1. Certain of the Products supplied by the Company shall be accompanied by a manufacturer warranty which will vary from product to product ("**Manufacturer Warranty**").
- 12.2. The Customer expressly acknowledges that the Manufacturer Warranty is issued by the manufacturer of the relevant Product and not by the Company. Accordingly, the Customer shall not be entitled to enforce any claims covered by the Manufacturer Warranty against the Company and all claims falling under the Manufacturer Warranty must be made directly with the manufacturer of the Product in accordance with the procedure prescribed by such manufacturer.
- 12.3. The Company may in its sole discretion assist the Customer with a claim falling under the Manufacturer Warranty. All costs associated with facilitating and assisting the Customer with a Manufacturer Warranty claim shall be charged by the Company to the Customer at the Company's standard charge out rates. The Customer expressly acknowledges that it deems such costs charged by the Company to be acceptable in order to facilitate such a claim and that should the customer fail to make payment of such costs to the Company, then the Company shall be unable to facilitate and assist the Customer with a Manufacturer Warranty claim.
- 12.4. The Customer further acknowledges that the Company cannot guarantee the successful outcome of a Manufacturer Warranty claim and the time period associated therewith, and the Customer agrees to pay all fees charged by the Company for facilitating such claim regardless of the outcome of the Manufacturer Warranty claim.
- 12.5. The Company from time to time places cover with registered insurance companies in relation to the Services it renders. The Company may, in its absolute and sole discretion, submit a claim with the applicable insurer should it believe that any defect in the Services rendered would be covered by such insurance policy. The Company cannot guarantee the successful outcome of any

insurance claim, and should the Customer instruct the Company to pursue an insurance claim in relation to the Services rendered, then the Customer shall be liable to pay the Company its standard call out rate for all time spent by the Company in facilitating such claim.

- 12.6. The provisions of this **clause 12** in relation to Manufacturer Warranty claims shall apply *mutatis mutandis* to insurance claims.

13. CANCELTATION

Following the acceptance of a Quote, the Customer shall be liable for the full cost of any Services rendered in full or in part, or Products procured by the Company, in respect of any cancelled Services or Products by the Customer.

14. PAYMENT

- 14.1. The Customer shall effect payment within 7 (seven) Business Days from receipt of a statement and/or invoice in respect of the Products and/or Services rendered to it by the Company.
- 14.2. If any payment to be made by the Customer pursuant to these General Terms and Conditions falls due for payment on a day which is not a Business Day, then such Party shall make such payment on the following Business Day.
- 14.3. Unless a reasonable written query is received by the Company from the Customer within 5 (five) Business Days after the Customer has received a statement from the Company, the Customer unconditionally and irrevocably waives and abandons any right to dispute the contents of such statement and the contents of the statement shall be deemed to be correct.
- 14.4. Any payments by the Customer to the Company shall only be made into the bank account nominated by the Company in writing
- 14.5. All payments to be made pursuant to these General Terms and Conditions shall be made by electronic funds transfer and shall be deemed to be made when they are received by the Company and shall be accounted for accordingly.
- 14.6. All payments to be made pursuant to these General Terms and Conditions by the Customer shall, save as expressly provided for in these General Terms and Conditions, be made without the cost of transfer of funds and free of exchange or other deduction and without the right of deferment or avoidance by virtue of any counterclaim or setoff.
- 14.7. Should the Customer fail and/or refuse to effect payment of the amount contained in the relevant statement on or before the due date for payment, the Customer shall be liable to effect payment to the Company of interest on any outstanding amount indebted to the Company, calculated on a daily basis, compounded monthly, and on the maximum interest rate allowed in terms of the National Credit Act No. 34 of 2005.

15. SURETYSHIP

- 15.1. The signatory of these General Terms and Conditions ("**Surety**") hereby agrees to bind himself/herself as surety and co-principal debtor, jointly and severally in solidum with the Customer for all obligations of whatsoever nature owed by the Customer in favour of the Company.
- 15.2. Without limiting the aforesaid, as part of the Surety's liabilities in terms hereof, the Surety agrees to pay the amounts of all costs, charges and expenses of whatever nature (including all legal costs as between attorney and own client, collection commission and/or tracing agent charges) incurred by the Company in securing and/or endeavouring to secure fulfilment of these General Terms and Conditions.

- 15.3. The Surety will be bound by all admissions and/or acknowledgements of indebtedness made and/or given at any time by the Customer to or in favour of the Company now and/or in the future with regard to these General Terms and Conditions.
- 15.4. No alteration and/or variation of any present and/or future agreement between the Customer and the Company will in any way release the Surety from the Surety's obligations hereunder.
- 15.5. Any leniency and/or extension of time which may be granted by the Company to the Customer in respect of any payment, and/or cancellation, variation and/or modification of any indebtedness of the Customer to the Company, will not prejudice and/or affect, novate and/or terminate these General Terms and Conditions and/or release the Surety, whether such leniency, extension, variation and/or modification be granted to take place prior and/or subsequent to the due date for any payment.
- 15.6. The Surety hereby renounces the benefits of the legal exceptions of *non causa debiti* (no cause for the debt), *errore calculi* (error in calculation), excussion, division, *de duobus vel pluribus reis debendi* (the benefit of simultaneous citation and division of the debt), no value received, cession of action and revision of accounts, with the Surety hereby declaring that he or she is fully acquainted with and understands the meaning and effect of all these benefits and the waiver thereof.

16. LIMITATION OF LIABILITY

- 16.1. The Company shall under no circumstances be liable for:
- 16.1.1. any special or consequential damage suffered by the Customer or any third party arising from the Products or the Services;
- 16.1.2. any unforeseeable loss which neither Party envisaged at the time the Quote was accepted;
- 16.1.3. any loss, damage or injury suffered by the Customer as a result of the erratic or intermittent supply of power by the national energy supplier;
- 16.1.4. any loss, damage or injury suffered by the Customer as a result of any third-party interfering with the Products and/or Services supplied by the Company;
- 16.1.5. any loss or damage suffered by the Customer as a result of the misuse of the Products by the Customer, including any downtime associated with the Products as a result of the misuse by the Customer; and/or
- 16.1.6. any damage or loss howsoever suffered by the Customer or a third party after a period of 30 (thirty) days following delivery of the Products and/or completion of the Services.
- 16.2. Should a court of law find that the Company is liable for loss or damages suffered by the Customer or a third party for any reason whatsoever, then the Customer expressly agrees that such liability shall be limited to the value of the Quote provided by the Company to the Customer, or in instances where no Quote has been provided, the value of the Products supplied or Services rendered as stipulated on the statement issued by the Company. The Customer indemnifies the Company for any claims of third parties which exceed the limitation as contained in this clause.

17. INDEMNIFICATION

- 17.1. The Customer unconditionally and irrevocably agrees to indemnify and hold the Company harmless for all damages and losses suffered by the Company or claims and/or

actions instituted against the Company by the Customer or any third party in respect of:

- 17.1.1. any use of the Products by the Customer or a third party which is not in accordance with the terms of use or guidelines published by the manufacturer of the Products;
- 17.1.2. any damage to the Products which arises from any external factor or act of God including, but not limited to, the erratic or intermittent supply of power by the national energy supplier, any power surges impacting the Products and/or the quality of the power supplied to the Products;
- 17.1.3. the Customer failing to maintain the Products in accordance with the manufacturers specifications;
- 17.1.4. any claims of third parties in excess of the limitations mentioned in **clause 16 (Limitation of Liability)**; and/or
- 17.1.5. the Customer's breach of its obligations and undertakings in terms of these General Terms and Conditions.

18. GENERAL WARRANTIES

- 18.1. Each Party hereby makes the representations and warranties set out in this clause to the other Party:
- 18.1.1. that they have the power to enter into, perform and deliver, and have taken all necessary actions to authorise their entry into, performance and delivery of, these General Terms and Conditions and the obligations contemplated by these General Terms and Conditions;
- 18.1.2. these General Terms and Conditions is executed by a duly authorised representative of that Party;
- 18.1.3. no limit on their powers will be exceeded as a result of any obligation contemplated in these General Terms and Conditions;
- 18.1.4. there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under these General Terms and Conditions;
- 18.1.5. any consents from any third party which may be required in order for it to perform its obligations in terms of these General Terms and Conditions have been obtained; and
- 18.1.6. the obligations expressed to be assumed by it in terms of these General Terms and Conditions are legal and valid obligations binding on it and enforceable against it in accordance with the terms thereof.
- 18.2. Except as expressly stated in these General Terms and Conditions, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

19. FORCE MAJEURE

- 19.1. A Party shall be deemed not to be in breach of these General Terms and Conditions nor shall it be liable to the other Party for any loss or damage to the extent that the delay or non-performance is due to any acts of God, storms, floods, demurrage, strike, acts of war, war-like operation, interference by civil or military authorities, terrorism, arson, rebellion, riot, civil commotion, civil unrest, armed hostility, lockout, lockdown, interference of trade unions, go-slow by labour or the introduction, imposition or any change in law or order or any circumstances arising or action taken beyond or outside the reasonable control of a Party, provided such

Party has notified the other Parties in writing within 10 (ten) Business Days of such occurrence.

- 19.2. A Party shall be entitled to terminate these General Terms and Conditions by written notice to the other Parties, should an event as contemplated in **clause 19.1** above persist continuously for a period of 90 (ninety) days or more.

20. BREACH

- 20.1. Should any Party ("**Defaulting Party**") commit a breach of any provision of these General Terms and Conditions and fail to remedy such breach within 10 (ten) Business Days from the date of written notice from the other Party to these General Terms and Conditions ("**Aggrieved Party**") calling upon it to do so, the Aggrieved Party shall without prejudice to any other rights available to the Aggrieved Party, have the right either:

- 20.1.1. to cancel these General Terms and Conditions; or
- 20.1.2. to take whatever action may be necessary to enforce its rights under these General Terms and Conditions, and
- in either event to claim such damages as it may have suffered as a result of such breach of contract.

- 20.2. The Defaulting Party shall be liable for all costs and expenses (all legal costs calculated on an attorney and own client scale) incurred by it and the Aggrieved Party as a result of or in connection with the breach.

21. GOVERNING LAW

The General Terms and Conditions shall be governed by and interpreted in accordance with the law of the Republic of South Africa and the Customer consents to the exclusive jurisdiction of the courts of the Republic of South Africa.

22. CONSUMER PROTECTION ACT

- 22.1. To the extent that:

- 22.1.1. the Customer satisfies the definition of a "**Consumer**" as defined in the Consumer Protection Act No. 68 of 2008 ("**CPA**"); and

- 22.1.2. any provision contained in the General Terms and Conditions is invalid, illegal or unenforceable as a result of the application of the CPA,

23. such provision shall be deemed to be amended to the limited extent necessary to comply with the CPA.

24. DATA PROTECTION AND PRIVACY

- 24.1. To the extent that a Party receives Personal Information from another Party, such Party shall take reasonable technical and/or organisation measures to prevent:

- 24.1.1. loss of, damage to or unauthorised destruction of such Personal Information; and

- 24.1.2. unlawful access to or Processing of Personal Information.

- 24.2. In order to give effect to **clause 24.1**, such Party must take reasonable measures to:

- 24.2.1. identify all reasonable foreseeable internal and external risks to Personal Information in its possession or under its control;

- 24.2.2. establish and maintain appropriate safeguards against the risks identified;

- 24.2.3. regularly verify that the safeguards are effectively implemented; and

- 24.2.4. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

- 24.3. The Parties shall have due regard to generally accepted information security practices and procedures which may apply to them or be required in terms of specific industry rules and regulations.

- 24.4. The Parties shall only Process Personal Information on behalf of another Party:

- 24.4.1. with the knowledge or authorisation of the other Party; and

- 24.4.2. must not disclose it, unless required by law or in the course of the proper performance of its duties.

- 24.5. The Parties shall immediately notify one another if there are reasonable grounds to believe that Personal Information has been accessed or acquired by any unauthorised person.

- 24.6. The Parties shall take all reasonable steps to ensure their agents, subcontractors, affiliates and subsidiaries comply with the provisions of POPI, where the agents, subcontractors, affiliates and/or subsidiaries are Processing Personal Information relating to these General Terms and Conditions. To the extent that any agents, subcontractors, affiliates and/or subsidiaries of such Party are given access to Personal Information relating to these General Terms and Conditions, such Party will ensure that such agents, subcontractors, affiliates and/or subsidiaries comply with the provisions of this clause by having them enter into written agreements upon the same substantial terms as contained in this clause.

- 24.7. This clause is a separate, divisible agreement from the rest of these General Terms and Conditions and shall remain in effect even if these General Terms and Conditions terminates, is nullified, or cancelled for any reason or cause.

25. CESSION AND ASSIGNMENT

- 25.1. The Customer shall not be entitled to cede, assign or delegate any of its rights and/or obligations in terms of or arising from these General Terms and Conditions to any third party without the prior written consent of the Company.

- 25.2. The Company shall be entitled to cede, assign or delegate any of its rights and/or obligations in terms of or arising from these General Terms and Conditions to any third party, without written notice to the Customer.

26. INTERPRETATION

- 26.1. In these General Terms and Conditions, unless the context requires otherwise:

- 26.1.1. words importing any one gender shall include the other gender;

- 26.1.2. the singular shall include the plural and vice versa;

- 26.1.3. "**in writing**" shall also include e-mail;

- 26.1.4. "**written notice**" shall include notice given by means of e-mail; and

- 26.1.5. a reference to natural persons shall include created entities (corporate or unincorporated) and vice versa.

- 26.2. In these General Terms and Conditions, the headings have been inserted for convenience only and shall not be used to assist or affect its interpretation.

- 26.3. Any reference in these General Terms and Conditions to an enactment is to that enactment as amended or re-enacted from time to time.

- 26.4. When any number of days are prescribed in these General Terms and Conditions, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.
- 26.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail in these General Terms and Conditions.
- 26.6. Words and/or expressions defined in any clause in the body of these General Terms and Conditions shall, unless the application of such words and/or expressions is specifically limited to that clause, bear the meaning so assigned to it throughout these General Terms and Conditions.
- 26.7. The *contra proferentem* rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provisions.
- 26.8. The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" followed by specific examples, such examples shall not be construed to limit the ambit of the provision concerned.
- 26.9. The expiration or termination of these General Terms and Conditions shall not affect such of its provisions if expressly provided that they will continue to apply, after such expiration or termination or which of necessity must continue to apply after such expiration or termination.
- 26.10. This is a separate, divisible agreement from the rest of these General Terms and Conditions and shall remain in effect even if these General Terms and Conditions terminates, is nullified, or cancelled for any reason or cause.

27. GENERAL

- 27.1. These General Terms and Conditions contains the entire agreement between the Parties as to the subject matter hereof.
- 27.2. No Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in these General Terms and Conditions.
- 27.3. No failure by any Party to enforce any provision of these General Terms and Conditions shall constitute a waiver of such provision or affect in any way that Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.
- 27.4. No agreement to vary, add to or cancel these General Terms and Conditions shall be of any force or effect unless reduced to writing and signed by or on behalf of all the Parties, which signature shall exclude any form of electronic signature, save for any electronic signature simulating a Party's physical signature and placed onto these General Terms and Conditions by that Party or with the prior authorisation of that Party.
- 27.5. It is agreed that each clause and sub-clause of these General Terms and Conditions is severable, the one from the other, and if any clause or sub-clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses and subclauses shall continue to be of full force and effect.
- 27.6. Each Party warrants that it is acting as a principal and not an agent for an undisclosed principal.



- 27.7. The Parties hereby consent to the non exclusive jurisdiction of the High Court of RSA in connection with any action which either Party to these General Terms and Conditions may institute in connection with these General Terms and Conditions and that these General Terms and Conditions shall be governed in accordance with the laws of RSA.
- 27.8. These General Terms and Conditions shall be binding on and enforceable by and against the estates, heirs, executors, administrators, trustees, assigns, cessionary, successors in title, liquidators, curators, business rescue practitioners or other legal representatives, as the case may be, of the Parties.
- 27.9. This clause is a separate, divisible agreement from the rest of these General Terms and Conditions and shall remain in effect even if these General Terms and Conditions terminates, is nullified, or cancelled for any reason or cause.

28. INDEPENDENT ADVICE

The Parties acknowledge that they have been free to secure independent legal and other advice as to the nature and effect of all the provisions of these General Terms and Conditions and that they have either taken such independent legal and other advice or dispensed with the necessity of doing so. Further, each of the Parties acknowledges that all the provisions of these General Terms and Conditions and the restrictions herein contained have been negotiated as between it and the other Party hereto and are part of the overall intention of the Parties in connection with these General Terms and Conditions.

29. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

- 29.1. These General Terms and Conditions are entered into between the Customer and the Company.
- 29.2. By accepting the Quote, the Customer acknowledges that he/she/it has read and understands the content of the Terms and Conditions and agrees to be bound thereby.
- 29.3. Written acceptance of the Quote by the Customer, including acceptance via electronic means, shall constitute acceptance of these terms and conditions.
- 29.4. The persons accepting these General Terms and Conditions in a representative capacity warrant their authority to do so.
- 29.5. The Parties record that it is not a requirement for these General Terms and Conditions to be valid and enforceable that a Party shall initial and sign the pages of these General Terms and Conditions and/or have its signature of these General Terms and Conditions verified by a witness.
- 29.6. This clause is a separate, divisible agreement from the rest of for these General Terms and Conditions and shall remain in effect even if for these General Terms and Conditions terminates, is nullified, or cancelled for any reason or cause.