STANDARD TERMS AND CONDITIONS OF SERVICE

QMS Document ID	ATQMS-SALES-STND-Terms and Conditions of Services

1 In these conditions:

1.1 "**The Company**" means Advanced Worx 112 (Pty) Ltd t/a Adroit Technologies.

1.2 "**The Customer**" means the person, firm, company, partnership or association buying from The Company.

1.3 "**Service**" means any service(s) pertaining to a project, product support, service level agreement (SLA) or training purchased by The Customer.

1.4 "**The Contract**" means the Agreement to perform a Service against an official quotation issued by The Company and The Customers Purchase Order. As defined in any supporting documents whether formal or informally shared between The Customer and The Company that form the basis of the Service.

1.5 "**Software**" shall mean the software licenses specified in the Purchase Order Acceptance, and contained within the Company Invoice pertaining to such Purchase Order.

1.6 "**Hardware**" shall mean the hardware specified in the Purchase Order Acceptance, and contained within the Company Invoice pertaining to such Purchase Order.

1.7 "**Version**" shall mean a defined release of any Licensed Software supplied by The Company from time to time.

1.8 "**Revision Updates**" shall mean the replacement or upgrade of the existing software, at the discretion of The Company, with a revised build of the software of the same license size and version.

1.9 "**Core hours**" shall mean those hours from 08h00 to 16h30 from Monday through to Friday, excluding European public holidays (8/5).

1.10 "**Full hours**" shall mean those hours from 00h00 to 24h00 from Sunday through to Saturday, excluding European public holidays (24/7).

1.11 "**Commencement date**" shall be the date of order placement.

1.12 "**Service provider**" shall be The Company unless otherwise stipulated.

2 This document represents the Terms and Conditions of Supply of Service offered by the Company. By placing a written Purchase Order on the Company, the Customer automatically accepts these Terms and Conditions and agrees to be bound hereto.

3 No variations from the terms and conditions herein contained, and no contrary stipulation by the buyer, shall be valid and binding unless confirmed by both parties in writing.

4 Ownership in the said Service shall remain vested in The Company until payment in full has been received.

5 The risk shall pass to The Customer when the Service is complete. This would normally be on a verbal acceptance, the delivery of a service report (electronic or physical) or on sign-off of completion certificate.

6 The terms of payment of the Service purchased is cash on delivery (C.O.D) unless credit arrangements have been extended and to The Customer in which case terms of payment shall be strictly 30 days net from date of statement, unless agreed to in writing by The Company.

7 Breach of Contract

The Company shall be entitled, without prior notice to The Customer, and without prejudice, to any rights which it may have, because of a breach or cancellation.

7.1 To deem The Contract to be in Breach if The Customer does not carry out work when advised to do so in writing by The Company pertaining to the Service offered. This includes but is not limited to;

7.1.1 Network and IT services

The responsibility of the network infrastructure availability and function fall on The Customer and/or owner of system or seconded service provider. Result of failure to the system or part of the system, direct or indirect as a result of network, network device or dependant device failure, is deemed outside software maintenance or support agreement. Any

resulting incident where a supporting service was delivered to rectify such failure the cost will be recovered at Service list prices.

7.1.2 Anti-Virus Management

The Company is not in control of this, as it falls within the control of the system administrator or IT service provider.

7.1.3 Security

The management of security policies fall to The Customer or it's IT service provider.

7.1.4 Hardware and Software

It is The Customers responsibility to maintain all hardware, operating systems, including updates, networks, and peripherals such as virus protection, firewalls. (however, we do not recommend that the site does automatic updates on hot patches from Microsoft, but implement formally released service packs, under the advice or guidance of The Company support engineering staff.)

7.1.5 The decision to install new versions of software is done on the advice of The Company. In general, we do not put brand new releases onto the system, however from time to time a "hot-patch" may be sent to site; again, this is done under the advice of The Company technical staff in conjunction with the site personnel.

7.2 Telephonic and/or Remote Support

7.1.1 Where specified in the Service Agreement The Customer prevents The Company from offering the Service Remotely.

7.1.2 The Customers designated contact fails to respond to telephone calls.

7.3 To claim from The Customer immediate payment of any monies due by The Customer to The Company notwithstanding any earlier agreement for credit, whether same is due for payment or not; if

- The Customer fails to pay on due date for payment thereof any amount due to The Company under contract or;
- Any cheque, promissory note or other bill of exchange given to The Company in respect of any indebtedness of The Customer under any contract is dishonored by non-payment or;
- The Customers' estate is provisionally or finally sequestrated, or it is placed in provisional or final liquidation or under provisional or final judicial management; or
- The Customer commits any act of insolvency in terms of Section 8 of the Insolvency Act; or
- The Customer enters into any compromise with it's creditors; or
- The Customer fails to satisfy any default judgement against him within seven days after date of judgement.

8 Interest on overdue amounts shall be charged to The Customer at 2% above the ruling bank overdraft rates as set by Standard Bank from time to time.

9 In the event of The Customer failing to make payment of any amount due by it on due date, should The Company instruct its Attorneys to recover money or Service from The Customer. The Customer shall be liable for and pay all legal costs incurred by The Company on an Attorney and own client scale, including any collection commission.

10 Liability and Consequential Damages

10.1 The Company or it's representatives or Agents shall NOT be responsible whatsoever for any for any loss or damage, consequential or direct, to the property or person of The Customer or any third party because of any defect in the Service.

10.2 The Customer indemnifies The Company against all claims made against it by any third party arising out of any such defects.

10.3 The Company recognizes scenarios that, where circumstance outside of our control, prevents The Customer from contacting one of these staff members, we

cannot be held liable for any consequential damages or costs resulting from any failures.

10.4 The Company limits the extent to how The Company engineer(s) provides a service. By facing them with only ethical and legal methods of problem solving. We disagree with and do not use pirate versions of software, unsafe connections, working conditions and illogical methods of problem solving – protecting both The Customer and The Company professional reputation.

10.5 The Company adheres, where possible, to a standard of best practises and will adhere to these protocols regarding overall safety, hygiene, and site good standing. In the instances that The Company engineers are negatively impacted due to negligent site conditions, their instruction is to cease offering the service and report on the scenario. This until the conditions for fair work to take place has been reinstated.

11 The Warranty of the Service, when applicable, is limited, unless specifically offered in writing, to one year after the date of purchase. Where The Service includes some hardware necessary to perform the service, these are, with our knowledge, supplied free from defects in material and workmanship under normal use and service. All defects arising out of "wear and tear" are excluded. Where the Service is Software The Company cannot Warrant the software as "bug free" due to the very nature and complexity of such Service.

11.1 The Company records that under its warranty it limits its obligations to "repairing" such Service reported, in writing, to The Company within the twelve months after date of purchase and which such report shall disclose to The Company's satisfaction that such Service are defective according to the original Service request requirements.

11.2 Under the Warranty, The Customer is obliged to notify The Company within seven (7) days of an alleged defect in the Service, and if so requested shall allow The Company at their own expense and risk to investigate/test such reported defect.

11.1.1 Should such investigation/tests determine that the Warranty is valid, then a decision will be taken to repair the Service.

11.1.2 If these tests determine that the Warranty is invalid, then a report will be sent to The Customer and no credit nor repair of the Service will occur.

11.3 The onus of proving that the Warranty conditions have been complied with shall rest with The Customer.

11.4 The provisions of the above Warranty shall not be applicable if any of the following events occur:

11.1.1 The Customer fails to allow sufficient time for The Company to carry out any and all investigations/tests and or work required or deemed by it to be necessary.

11.1.2 The defect is due to fair wear and tear or misuse or due to chemical or environmental influences beyond the control of The Company.

11.1.3 Should any repairs be carried out by The Customer or any third-party.

12 Force Majeure

Neither party shall be liable for any failure to perform or delay in performing its obligations under this The Contract (except for any payment obligations) if and to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to: acts of God, fire, flood, earthquake, war, terrorism, embargoes, strikes, pandemics, civil unrest, power outages, or any governmental or legal restrictions ("Force Majeure Event").

The affected party shall:

1. Promptly notify the other party in writing, no later than five (5) business days after the Force Majeure Event occurs;
2. Provide reasonable evidence of the Force Majeure Event and its impact on the performance of obligations;
3. Use all reasonable endeavours to mitigate the effects and resume performance as soon as reasonably practicable.

If the Force Majeure Event continues for a period exceeding thirty (30) consecutive days, either party shall be entitled to terminate this Agreement without penalty by providing written notice to the other party.

13 This contract shall be interpreted according to the laws of the Republic of South Africa.

14 Dispute Resolution

14.1 Good Faith Negotiation Between Executives

Should any dispute, controversy, or claim arise out of or in connection with this Document, including any question regarding its existence, validity, interpretation, performance, breach, or termination ("Dispute"), the parties shall first endeavour to resolve the matter in good faith through direct negotiations between senior executives of each party who have the authority to settle the Dispute. Each party shall appoint such a representative within ten (10) business days of receipt of written notice of the Dispute.

14.2 Negotiation Procedure and Timeline

The appointed executives shall meet (in person or via electronic means) within fifteen (15) business days of their appointment and shall engage in good faith discussions with the objective of resolving the Dispute. These discussions shall continue as reasonably necessary for a period of no less than twenty (20) business days following their initial meeting.

14.3 Without Prejudice Discussions

All negotiations under this clause shall be conducted on a "without prejudice" basis and shall not be construed as an admission of liability or waiver of rights by either party.

14.4 Mediation through AFSA

If the Dispute remains unresolved after thirty (30) days from the date of the initial written notice, the parties agree to refer the matter to **mediation administered by the Arbitration Foundation of Southern Africa (AFSA)**. The mediation shall be conducted in accordance with AFSA's Rules for Mediation then in effect. The mediation shall be held in [insert city, e.g., Johannesburg or Cape Town], in the English language, unless otherwise agreed.

14.5 Binding Arbitration

If the Dispute is not resolved by mediation within thirty (30) days of the

commencement of the mediation process, the Dispute shall be finally resolved by **binding arbitration administered by AFSA** in accordance with its Commercial Rules. The arbitration shall be conducted in Johannesburg, in English, before a single arbitrator appointed by AFSA. The arbitrator's decision shall be final and binding on the parties, and may be made an order of court.

14.6 Interim Relief

Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for urgent interim or injunctive relief, pending the outcome of the negotiation, mediation, or arbitration processes.

15 At the option of The Company any claim against The Customer may be brought in any Magistrates Court having jurisdiction not withstanding that the amount of the claim may exceed the jurisdiction of The Magistrates Court.

16 Acknowledge that should credit facilities be granted as a result of the application that they may be withdrawn by The Company at any time without prior written notice.

17 The Purchaser nominates its business address as reflected on it's Purchase Order hereof as its domicilium citandi et executandi for service to it of all notices and processes in connection with any claim for any sum due to The Customer.

18 Suspension of Deliveries

18.1 If any amount due and payable by The Customer to The Company is in arrears, The Company shall have the right, until such amount has been paid, to suspend any delivery under contract then in force between The Company and The Customer.

18.2 Notwithstanding anything to the contrary herein contained The Company shall have the right to suspend any delivery under any contract at any time if in its sole discretion it considers that:

- The amount owing by The Customer (which due or not) has reached the limit to which it is prepared to allow the customer credit; or

- If it comes to its notice that The Customers financial position has deteriorated; or
- If it no longer considers The Customer to be creditworthy.
- The Customer does not acknowledge that any contract is upon the terms set forth in these conditions of Service.

REVISION RECORD OF THIS DOCUMENT

Version	Date	Author	Comment	Approval
1	25/06/2025	D Wibberley	Started Draft for QMS system.	J Nieuwenhuizen

Related documents	ATQMS-QUAL-MANL-QMS Manual.doc