

STANDARD TERMS AND CONDITIONS OF SALE

QMS Document ID	ATQMS-SALES-STND-Terms and Conditions of Sale
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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 “Goods” means any hardware product, software product or service purchased by The Customer.

2 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.

3 Ownership

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

3.2 Where the Goods include software, ownership shall remain with the applicable licensor, and The Customer is granted a non-exclusive right to use such software subject to the applicable license terms.

4 The risk shall pass to The Customer when the goods leave The Company’s premises or on delivery to The Customer, whichever is sooner.

5 The terms of payment of the Goods 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.

6 Breach of contract

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

- 6.1 To cancel any contract and/or any part thereof subsisting with The Customer and The Customer hereby irrevocably authorises The Company or it's appointed Agents to enter upon its premises during business hours and to claim, return and to repossess the goods sold thereunder.
- 6.2 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 dishonoured 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.
- 7 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.
- 8 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 goods 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.
- 9 Liability

- 9.1 The Company shall NOT be responsible for any loss or damage to the property or person of The Customer or any third party as a result of any defect in the goods whether patent or latent. The Customer indemnifies The Company against all claims made against it by any third party arising out of any such defects.
 - 9.2 The Company shall NOT be responsible for any compliance with any third-party software licensing, subscription, activation, and renewal requirements. These remain the sole responsibility of The Customer.
 - 9.3 The Company shall NOT be responsible for ongoing compatibility or interoperability following vendor updates, firmware changes, operating system upgrades, or end-of-life announcements. Any remediation shall constitute a change in scope.
- 10 The Warranty of the Goods, when applicable, is limited, unless specifically offered in writing, to one year after the date of purchase. Where the Goods are Software, The Company cannot Warrant the software as “bug free” due to the very nature and complexity of such Goods. All defects arising out of “wear and tear” are excluded.
- 10.1 The Company does not warrant or guarantee the performance, service life, or suitability of the Goods beyond the manufacturers stated warranty. Any performance or related information supplied is indicative only.
 - 10.2 The Company does not warrant the cybersecurity, resilience, or intrusion resistance of any system, network, operating system using the Goods.
 - 10.3 The Company records that under its warranty it limits its obligations to repairing at its option any part(s) which shall be returned to The Company within the twelve months after date of purchase for inspection and which inspection shall disclose to The Company’s satisfaction that such parts are defective.
 - 10.4 Under the Warranty the Customer is obliged to notify The Company within seven (7) days of an alleged defect, and if so requested shall return the defective part(s) at their own expense and risk to a place (as specified by the Company) free-of-charge for inspection. The removal and installation of any repaired/replaced part(s) shall

be performed by The Customer at their own expense. All replaced part(s) remain the property of The Company.

10.1.1 Should such tests determine that the Warranty is valid, then a decision will be taken whether to replace or repair the Goods or pass a credit.

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

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

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

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

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

10.1.3 The part(s) are damaged or made defective due to bad handling, installation incorrect operation or maintenance as specified by The Company or in accordance to written instructions issued by The Company.

10.1.4 The Part(s) are defective due to any undue electrical / mechanical influences not provided for or considered “normal”.

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

10.1.6 In the case where The Goods are software and where The Customer or it's Agents have, in our expert experience alone, engineered the solution incorrectly. (Where “engineered the solution” refers to the physical computer and network selection used and/or software configuration or development on The Goods supplied.)

- 11 The Company shall NOT accept Goods returned for credit unless prior arrangements have been made, and accepted by us, in writing, in which case the following conditions apply:
- All returns will be subject to a 15% handling fee, unless it can be proved that The Company incorrectly supplied them.
 - The cost of returning the Goods to The Company is at expense of The Customer, unless it can be proved that The Company incorrectly supplied the Goods.
 - The Company reserves the right to decline the return of specific consumable Goods, like batteries, regardless of their condition etc.
 - The Company reserves the right to decline the return based on condition and operation.
 - All returns must be in their original packaging and include all in the box documentation.
 - No credit will be issued before finalization of tests to determine their content, functionality and state of return.
- 12 Suspension of Deliveries
- 12.1 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.
- 12.2 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 sale.

13 Amendments and Updates to Terms and Conditions

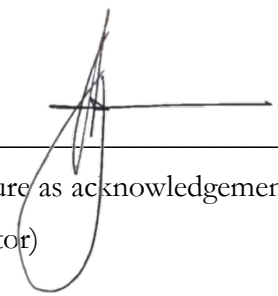
- 13.1 The Company reserves the right to amend, update, revise, or replace these Terms and Conditions from time to time at its sole discretion.
- 13.2 Any such amendments shall become effective upon publication, issue, or written communication by The Company, unless a later effective date is expressly stated.
- 13.3 The version of the Terms and Conditions applicable to any transaction shall be the version in force at the time the contract is concluded, unless otherwise agreed in writing.
- 13.4 Continued trading with, or acceptance of Goods or services from, The Company after publication of amended Terms and Conditions shall constitute acceptance of such amendments.
- 13.5 No amendment shall be binding unless issued or confirmed in writing by The Company.

14 Protection of Personal Information Act (POPIA)

- 14.1 Each party shall comply with its respective obligations under the Protection of Personal Information Act, 4 of 2013 (“POPIA”).
- 14.2 Where The Company processes personal information on behalf of The Customer, it does so solely as an operator in accordance with The Customer’s lawful instructions.

15 This contract shall be interpreted according to the laws of the Republic of South Africa. In the event of any conflict between these Terms and Conditions and any other document these Terms and conditions shall prevail unless expressly stated otherwise in writing.

- 16 At the option of The Company any claim against The Customer may be brought in any Magistrates Court having jurisdiction notwithstanding that the amount of the claim may exceed the jurisdiction of The Magistrates Court.
- 17 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.
- 18 The Purchaser nominates its business address as reflected on page 1 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.
- 19 Force Majeure
- The Company shall not be liable for any failure or delay due to events beyond its reasonable control, including acts of God, load-shedding, strikes, supplier failure, transport delays, pandemics, regulatory changes, or shortages
- 20 Business-to-Business Context
- These Terms and Conditions are intended for business-to-business transactions. Where the Consumer Protection Act, 68 of 2008 applies by law, its mandatory provisions shall apply only to the extent required.



Signature as acknowledgement
(Director)2026/02/04

Date

Sales Director/co-CEO

Capacity

REVISION RECORD OF THIS DOCUMENT

Version	Date	Author	Comment	Approval
1	25/04/2006	G Campbell	Added original to QMS system.	D Wibberley
2	14/11/2007	I Frangs	Point 6 changed 'breach' to 'breach of contract'.	D Wibberley
3	9/9/2015	D Wibberley	Made various changes to wording	D Wibberley
4	28/11/2017	I Frangs	Added a number of sub-points to Point 10.	D Wibberley
5	29/11/2017	I Frangs	Added 11 and renumbered remaining.	D Wibberley
6	10/4/2025	D Wibberley	Various Modifications in Clause 10 consultation with J Nieuwenhuizen and Hugo Pienaar	J Nieuwenhuizen
7	3/2/2026	D Wibberley	Various Modifications in document following consultation with Michael Vermaak	J Nieuwenhuizen

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