

## TERMS OF QUOTATION

This quotation is valid 7 days from the date stipulated above unless indicate otherwise.

This quotation however is subject to the exchange rate as determined by First Rand Bank and/or the equipment supplier.

three6five reserves the right to provide the customer with a new quotation in the event that pricing is effected by the exchange rate fluctuation.

Purchase Orders are unconfirmed unless accepted and acknowledged by an authorised three6five accounts representative.

## Terms of Payment

- New Customers, Customers that hold registered offices outside of South Africa and/or Customers that have not been verified for credit approval will make payment in full on date of order.
- Current Customers will settle invoices within in 30 calendar days of invoice date unless otherwise agreed between the Parties in writing.
- The Customer will be responsible to ensure payments are processed free of any bank charges - for the removal of doubt all bank charges will be for the Customer account.
- In terms of the National Credit Act three6five will have the right to charge interest on payments that have become due.

## Invoicing Terms

The Customer will be invoiced for all equipment purchases, licenses, shipping and/or applicable services on delivery.

three6five installation and professional services to be invoiced on completion of solution deployment or as per agreement.

50% of the professional services and project management hours will be invoiced upfront and the remaining 50% on completion of project.

Each quote will have the following line item added:

- Admin cost: up to R2mil - 2 %, R2m and above - 1.5%

## Exchange Rate Fluctuations

The Customer acknowledges that all equipment quotations are subject to the exchange rate as at the date of Quotation. Any fluctuation or variances in the exchange rate between the date of the quotation and the date of order, will be for the account of the Customer.

## Ownership of equipment

All equipment and/or services delivered to the Customer will remain the property of three6five until payment in full is received.



three6five reserves the right to collect equipment in the event that payment is not made within 7 days of applicable payment becoming due.

In the event that three6five has logical access to equipment and/or services they may deny the Customer access and/or use of such equipment and/or services due to non-payment.

#### Exclusions

- All prices exclude shipping and/or customs clearance, unless the contrary is clearly specified.
- Errors / Omissions
- In the event that the quotation is incorrect three6five reserves the right to amend and/or rectify any errors and/or omissions made in this quotation and shall not be bound to any such errors or omissions.

#### Cancellation of Order

Any order is subject to cancellation by three6five, in the event that performing against it has become impossible for any reason. Any reasons of performance impossibility should be out of the reasonable control of three6five.

three6five reserves the right to charge the Customer any out of pocket expenses including hours worked by three6five employees as reasonable cancellation fees in the event the Customer cancels the order after confirmation.

#### Discounts and Exclusions

Discounts applied are subject to Vendor approval and/or confirmation.

Project management and support costs available on request and are not included in this quote, unless the contrary is clearly specified.

#### Service delays

The Customer acknowledges that services pricing is subject on a seamless deployment process; any delays by parties other than three6five resulting in a prolonged deployment process, will be charged for.

The Customer will ensure that it provides three6five with the required operational support to ensure deployment is efficient.

Additional requirements added to project once underway will be regarded as service delay. Service delays will be subject to a change request that required additional costing.

three6five reserve the right to suspend services if the Customer unduly delays deployment and/or cause service delays.

#### Delivery of Goods

three6five will take all reasonable steps to ensure delivery of equipment within the shortest practicable period from the date of acceptance of a purchase order.

three6five cannot be held liable for any damages sustained, of whatsoever nature, for delays in the delivery of equipment.





The Customer acknowledges that the expected time of delivery (ETD) stipulated does not extend to anything more than an estimation.

The ETD for equipment in stock with three6five and/or its supplier at the time of order will be delivered within 7 days of confirmed order.

The ETD for equipment that is not in stock at the time of order will vary between 4-8 weeks as it may be dependent on importation.

#### Confidentiality

The Customer acknowledges that the content of this quotation is the proprietary information of three6five and will be subject to non-disclosure. The confidentiality obligation will be effective even in the absence of a non-disclosure agreement. The Customer agrees that three6five may suffer losses in the event that this confidentiality is not maintained and thus may be liable for such losses due to its breach of confidentiality.

The Customer gives three6five the right to use personal information gathered for marketing purposes as well as required by the equipment supplier from time to time.

#### Non-Circumvention and Non-Solicitation

The Customer undertakes that it will not directly or indirectly circumvent three6five in prejudice of the goodwill, customers, clients and business relationship of three6five which the Customer may be introduced to and/or which may be disclosed to the Customer pursuant to the dealings between the parties.

