

STANDARD TERMS AND CONDITIONS

These terms and conditions, the attached schedule ("**the Schedule**") and the attached quotation together form the agreement between the company named in the Schedule ("**the Company**") and you for the provision of the services which are described in clause 1 ("**the Services**") by that Company to you (collectively "**the Agreement**").

Your details are set out in the Schedule and you warrant that those details are correct. You undertake to immediately notify the Company of any changes to those details.

THE SERVICES – SOH PURE

- 1.1 The Company undertakes to provide an always on sanitising system by means of saturating a calculated volume of air with a specialised solution in order to significantly reduce the number of viable, living microorganisms in the treated space.
- 1.2 The equipment is manufactured for the specific purpose of atomizing liquids such as fragrance, oils and chemicals using cold air diffusion technology.

The Company will recommend the appropriate hardware required to perform the Services ("**the Hardware**") based on the area of the Site/s and the volume of air required to be treated by you.
- 1.3 The Company will also recommend the installation and positioning of the Hardware according to best practices and for optimal results. The Hardware will only be installed at the Sites and at no other places. The Company will not install any Hardware without your prior written approval. The Company is not liable for any damage to property resulting from the re-positioning of or tampering with the Hardware by you, your directors, officers, shareholders, members, employees, agents and/or contractors (collectively "**Personnel**"). You will be liable to the Company for any damage caused to the Hardware by you and/or your Personnel.
- 1.5 The Company will establish regular quality control measures and checks to ensure quality of the Service.
- 1.6 The Company will regularly monitor whether the Hardware is functioning effectively and, subject to the other terms and conditions, undertakes to repair or replace any faulty Hardware during the period of this Agreement.

The Company is responsible for any repairs and/or replacement (if deemed necessary in the Company's sole discretion) of any Hardware due only to Hardware faults (that is faults which are not caused by You and/or your Personnel).
- 1.7

2. DURATION

- 2.1. This Agreement commences, in respect of each Site, on the date on which the Company completes the installation of the last of the Hardware at that Site (in respect of each Site, "**the Commencement Date**"), and continues in respect of that Site/s for the initial period set out in the Schedule (in respect of that Site/s, "**the Initial Period**"), unless terminated earlier by either party in terms of this Agreement.

On the expiry of the Initial Period, this Agreement will continue in force indefinitely unless and until it is cancelled by either party giving at least 30 days' prior written notice to the other party.
- 2.2.
- 2.3. If the Services are suspended for any reason during the Initial Period, the period of suspension shall be excluded for the purpose of calculating the date of expiry of the Initial Period.

3. DEFAULT

- 3.1. **Any failure by you to comply with any of the terms and conditions** of this Agreement including, without limitation, any failure to pay any amount due and payable by you in terms of this Agreement **constitutes a material breach of this Agreement entitling the Company**, at its election and without prejudice to its other rights in law or under this Agreement (including the right to claim damages), to:
- 3.1.1 **cancel this Agreement with immediate effect, require immediate repayment of the value of the Hardware (as yet unpaid by you), remove all Hardware from the Site/s and recover all costs incurred in removing that Hardware;** or
- 3.1.2 suspend the Services with immediate effect and notify you that you have 10 Days from the date of such suspension (the "Suspension Period") within which to remedy the breach. If you remedy the breach to the satisfaction of the Company within the Suspension Period, the Company will lift the suspension of the Services. If you fail to remedy the breach within the Suspension Period, the Company may proceed in terms of clause 3.1.1.
- 3.2. If this Agreement is cancelled by the Company in terms of this clause 3, prima facie proof of such amounts owing by you in respect of the Hardware shall be that set out in a certificate signed by any director of the Company.
- 3.3. If you are liquidated, or sequestrated, whether provisionally or finally, commit any act of insolvency, negotiate a compromise with your creditors, are placed under judicial management, or any similar order of court, without prejudice to its other rights in law or under this Agreement, the Company may cancel this Agreement immediately and without notice.

4. THE FEE AND PAYMENT

- 4.1 In exchange for the performance of the Services, you must pay the monthly subscription fee in respect of each Site as set out on the Schedule ("the Fee"). The Fee is subject to an increase on each anniversary of the Commencement Date of such Site by an amount equal to the CPI as at the anniversary of the Commencement Date. For purposes of this Agreement, "CPI" means the headline consumer price index for all urban areas published by Statistics South Africa (or its successor in title) (in table P0141 and available on <http://www.statssa.gov.za/keyindicators/cpi.asp>) or any index which replaces it.
- 4.2. You agree to pay monthly in advance by the first day of each calendar month (irrespective of whether you access or use the Services) (i) the Fee; and (ii) any other amounts payable to the Company in terms of this Agreement, without any deduction or set-off into the Company's nominated bank account, from time to time, by debit order as set out in the Schedule.
- 4.3 Travel costs outside of major urban centers will be quoted accordingly and no work will be undertaken unless costs agreed upon by all parties.

6. HARDWARE, UPDATES AND LICENCE

- 6.1. The Company shall install the Hardware at each of the Site/s.
- 6.2. If Site-specific installation requirements require work not reasonably foreseen by the Company, or should the Company, through no fault of its own, be denied access to any Site/s, and therefore require subsequent return visit/s to such Site/s for installation purposes, the Company reserves the right to charge for additional time spent installing the Hardware and all the costs incurred as a result thereof (including, without limitation, travel and subsistence costs).
- 6.3. You may lease the Hardware from the Company (and pay monthly instalments for the Hardware as part of your Fee),
- 6.4. the Company remains the owner of the Hardware and you shall not become the owner of the Hardware on termination or expiry of this Agreement for any reason. On termination of this Agreement for any reason, you shall immediately return all Hardware to the Company. Subject to the other provisions of this Agreement, the Company bears all risk in and to the Hardware, and of any harm caused by the Hardware with effect from the Commencement Date.
- 6.5. You must at all times protect and defend, at your cost and expense, the Company's title from and against all claims, liens and legal processes of your creditors, including your landlords (if any). You shall keep the Hardware free of such claims, liens and processes. If you lease the Site/s, you must advise your landlord and the owner of such Site/s in writing of the Company's reservation of ownership in the Hardware set out in this Agreement. On request, you must provide the Company with written confirmation (reasonably satisfactory to the Company) that you have done so and that your landlord and the owner of the Site/s have received that notice.

7. SITES

You are not entitled to relocate any of the Hardware from any Site to other premises, unless you first provide full particulars of the premises to which the relocation will occur to the Company in writing and the Company approves such relocation, in writing, which approval the Company will not unreasonably withhold. If the Company agrees to that relocation, the Company will remove the Hardware from the Sites and install it at the new premises and you shall be liable for and pay on demand all of the Company's time (at the prevailing rates at that time) and costs incurred as a result thereof.

8. HARDWARE

- 8.1. In respect of each Site, the Company will maintain the Hardware for the duration of the Agreement applicable to such Site. You may not, under any circumstances whatsoever, repair, or attempt to repair, the Hardware yourself, or engage any third party to do so.
- 8.2. The Company shall, in respect of each Site and for the duration of this Agreement, during its normal working hours, repair any faulty workmanship or operating defect in the Hardware at its own cost, but is not obliged to repair or maintain any Hardware if any fault arises from-
- 8.2.1. an error or defect which does not substantially impact on the operation or functioning of the Services;
- 8.2.2. any modification (including any wiring change) or repairs undertaken by you or a third party;
- 8.2.3. any goods, products or services used in combination with the Hardware;
- 8.2.4. any acts of neglect, misuse or abuse of the Hardware, or otherwise not complying with the instructions of the Company with regard to the use of the Hardware;
- 8.2.5. acts of God;
- 8.2.6. any other negligent, or unlawful and intentional act or omission on your part, or that of your officers, directors, employees, agents and/or contractors.
- 8.3. If, in the circumstances contemplated in clauses 8.2.1 to 8.2.6, the Company agrees to undertake such repairs, you shall pay the Company for the cost of such repairs and for the time spent undertaking such repairs at such rates as may be specified by the Company from time to time.

- 8.4. The Company may, in its discretion, elect to repair or replace the defective Hardware, or part thereof.
- 8.5. if you have elected to purchase the hardware outright as per clause 6.5 the warranty period stipulated by the manufacturer applies and all repair or replacement costs outside of this warranty you are liable for. The company will not attempt to repair or replace hardware without written consent or agreement from you.
- 8.6. The Company shall provide telephone support on **0861 664653** between the hours of 08h00 and 16h30, Mondays to Fridays (excluding South African public holidays), for the reporting of faulty workmanship or operating defects in the Hardware.
- 8.6. The Company shall correct the faulty workmanship or operating defects in the Hardware within a reasonable time, depending on the nature and extent of the repair required, and may, if the Company deems it necessary, remove the Hardware from the Site/s for the period required to effect the repair.
- 8.7. The Company will not be liable to you for any loss or interruption of the Services arising from or during its maintenance and repair of the Hardware in terms of this clause 8.

NO UNAUTHORISED REPRODUCTION, USE OR DISTRIBUTION OF THE HARDWARE AND/OR THE SERVICES

- 8.8. You acknowledge that the material comprising the Services and the technology embodied in the Hardware is the property of the owners thereof and is protected by intellectual property and other laws, including the Copyright Act 98 of 1978 ("the Copyright Act"). You acknowledge that an infringement of the intellectual property rights of the holders thereof will result in substantial loss and/or damage and potentially irreparable harm to the holders and their businesses.
- 8.9. You shall not make, nor permit, nor authorise any other person to make, any reproduction, copy, recording, adaptation or modification or make or manufacture any part or the whole of the Services, including any updates thereto (the contents of which you acknowledge are compilations and are protected as literary works under the Copyright Act), the Services, any item of the Hardware, any source code, software and/or data that may be stored on or embodied in such items, nor make use of any method of distribution that enables the Services to be broadcast, transmitted or distributed other than in terms of the Agreement. You shall not make use of, nor permit, nor authorise the use of, any distribution system or otherwise to broadcast, transmit or distribute the Services. You acknowledge that such actions constitute infringements of copyright in terms of the Copyright Act. You shall not in any manner whatsoever breach any provision of the Copyright Act and hereby
in respect of the Services by you or permitted by you. Indemnify and hold the Company and its directors, members, officers, employees, representatives and agents ("the Company's Representatives") harmless against any or all infringement of copyright
- 8.10. If you or your directors, members, officers, employees, representatives and/or agents ("Your Representatives") attempt to interfere, tamper with the Hardware or any piece of the Hardware or any updates made to it or for the Services without having obtained the prior written consent of the Company to do so on each occasion, You shall be in breach of this Agreement and, without prejudice to its other rights, the Company may lay criminal charges against you or Your Representative(s), as the case may be, in accordance with the provisions of the applicable law.
- 8.11. You undertake that neither you, nor Your Representatives will switch-off, or in any way change the settings of, disrupt, or interfere or tamper with the Services and/or the Hardware without the Company's prior written consent on each occasion. If You or Your Representatives breach this clause 8.4, without prejudice to the Company's other rights, you will have no claim against the Company or the Company's Representatives, You will not be entitled to cancel this Agreement, you will be liable for all damages suffered by the Company and You hereby indemnify the Company against any claims made against it as a result thereof.
- 8.12. If applicable and without limiting clause 8.4, you undertake that neither you, nor Your Representatives will, without first entering into a separate written agreement with the Company, insert any commercial announcements into the Services (or otherwise interrupt the Services for the making of any commercial announcements, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the Site/s,

provided that no compensation (whether in money or in any other form) is paid by any person to any other person, directly or indirectly, for such announcements.

9. LIMITATION OF LIABILITY

- 9.1. Neither the Company nor its Representatives shall, under any circumstances whatsoever (including arising out of or as a result of any act or omission of the Company or any of its Representatives, and irrespective of whether such act or omission is negligent or grossly negligent) be liable to you or Your Representatives or your customers, patrons, invitees or occupants for any indirect, special, penal, punitive, exemplary or consequential loss or damages of any kind whatsoever or howsoever caused or sustained by you or any of Your Representatives, customers, patrons, invitees or occupants (whether arising under contract, delict or otherwise and whether or not such loss or damages were actually foreseen or reasonably foreseeable), including any loss of profits, loss of operation time, loss of contracts, decline in earnings, loss of information or data, decline in production, loss of opportunities, loss of goodwill or any other indirect damages or loss.
- 9.2. Despite any other provision of this Agreement, the Company's liability to you arising from or in connection with this Agreement shall not under any circumstances exceed the total amounts paid or payable by you to the Company in the then current 12 month period beginning on the Commencement Date or the anniversary thereof, as the case may be.

10. INDEMNITY

You hereby indemnify the Company and any holding, subsidiary and/or affiliated companies, their directors, members, officers, employees, representatives and agents, and/or their assigns (collectively, "the Indemnified Parties") against any losses, costs (including without limitation any costs on an attorney and own client scale that may be incurred by the Indemnified Parties in defending any action instituted against them), damages or other liabilities that may be incurred by the Indemnified Parties as a result of any claims or allegations made against the Indemnified Parties related in any way to -

- 10.1. a breach by you of any of your warranties, representations or obligations in terms of this Agreement;
- 10.2. any injury or damage caused to the property of the Company, including, without limitation, the Hardware; and
- 10.3. the contents and/or use of the Services.

11. CONFIDENTIAL INFORMATION

- 11.1. For the purposes of this Agreement, "Confidential Information" means the provisions of this Agreement and the technical, commercial, marketing, business or financial information, any documentation, know-how, trade secrets, processes, machinery, designs, development plans, customer information or records, business plans, products, computer software, hardware configurations, systems, materials and/or data and all other information of any kind or nature, proprietary to or a trade secret of the Company, whether in writing, oral, magnetic, machine-readable or other format, and whether formally designated as confidential or not, and includes the content of the Services, including the updates to the Services, if any.
- 11.2. You shall, for the duration of this Agreement and in perpetuity thereafter keep all Confidential Information strictly confidential and not disclose and/or use (directly or indirectly) such information without the prior written consent of the Company on each occasion or as required by law or a valid court order.
- 11.3. You shall ensure that Your Representatives comply with this clause 11 and a breach of this clause 11 by Your Representatives is deemed to be a breach of this clause 11 by you.
- 11.4. If you become aware that there has been a breach of this clause 11, you shall promptly bring that to the attention of the Company.
- 11.5. Ownership of the Confidential Information remains with the Company at all times. On request, you shall return to the Company and/or destroy any Confidential Information and/or any documents or other records which contain any Confidential Information.

12. FORCE MAJEURE

If the Company is prevented from carrying out any obligation imposed on it in terms of this Agreement, by reason of any event or circumstance which makes it permanently or temporarily impossible for the Company to perform all or some of its obligations and which is beyond the Company's reasonable control, could not reasonably have been provided against before concluding this Agreement and cannot reasonably be avoided or overcome, including without limitation, war, invasion, hostilities, civil war, acts of terrorism, riot, civil commotion, disorder, labour dispute, strike, lock-out, go slow, accident, vehicle breakdown, load shedding, any government act or omission, roadblocks, searches, natural catastrophes such as earthquake, hurricane or cyclone (collectively "Force Majeure"), the Company shall notify you in writing within 7 days after the existence of the Force Majeure and the expected duration thereof. The

performance of the Agreement shall, to the extent that it is made impossible by the circumstances, be suspended until such circumstances cease to prevail.

13. GENERAL

- 13.1. No alteration, consensual cancellation or variation of this Agreement (including this clause 13.1), shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories as an addendum to this Agreement.
- 13.2. This Agreement contains the entire agreement between the parties and neither of the parties are bound by any undertakings, representations, or warranties not recorded in this Agreement. Your standard terms and conditions do not apply.
- 13.3. No indulgence, leniency or extension of time which the Company may grant you, shall in any way prejudice the Company or preclude either party from exercising any of its rights in the future.
- 13.4. You may not cede or assign your rights, or delegate your obligations under this Agreement to any other person without prior written consent of the Company, on each occasion.
- 13.5. The Company is entitled to cede and assign all its rights and delegate its obligations in this Agreement to any other person.
- 13.6. The person signing this Agreement on your behalf warrants and undertakes to the Company that he/she is not acting as an undisclosed agent or nominee for any person in entering into this Agreement and is entering into this Agreement to secure the benefits of this Agreement for you at the Site/s only, and for no other person or Site, and that he/she is duly authorised to sign this Agreement.
- 13.7. This Agreement is governed by South African Law.
- 13.8. You consent to the jurisdiction of the Magistrates' Court in regard to any action or application concerning or arising out of this Agreement, notwithstanding that the amount in issue may exceed the jurisdiction of such court, but this shall not preclude the Company from proceeding in any high court having jurisdiction. You consent to the jurisdiction of the Durban High Court.
- 13.9. All costs and disbursements, including legal costs on an attorney and own client scale incurred by the Company in enforcing its rights in terms of this Agreement, collecting or endeavoring to collect all or any amounts payable by you to the Company, or otherwise, and all collection charges shall be payable by you to the Company on demand.
- 13.10. Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, without, at the election of the Company, invalidating the remaining provisions of this Agreement.

14. NOTICES

- 14.1. You and the Company choose your respective physical addresses set out in the Schedule for the purpose of receiving all notices and processes arising out of or in connection with this Agreement.
- 14.2. Any notice sent by either party to the other shall be deemed to be received on the 7th day after posting by pre-paid registered post or on the date of delivery in case of delivery by hand.
- 14.3. Each party is entitled to change the address specified by it in terms of this clause 14 to any other address within the Republic of South Africa not being at a post office box on not less than 14 days prior written notice to the other party.
- 14.4. Any written notice or communication which has actually been received by a party shall be regarded as sufficient notice even if it has not been sent in the manner or to the address/telefax number provided for in this clause 14.

15. CONSUMER PROTECTION ACT, NO. 68 OF 2008 ("CPA")

- 15.1. By entering into this Agreement, you warrant that
 - 15.1.1. you are a juristic person as defined in section 1 of the CPA; and
 - 15.1.2. at the time of entering into this Agreement, your asset value or annual turnover (as determined in the manner prescribed by the regulations to the CPA, published under Government Notice 294 in Government Gazette 34184 on 1 April 2011) equals

or exceeds the threshold value determined by the Minister (as defined in section 1 of the CPA) in terms of section 6 of the CPA, and accordingly agree that the CPA will not apply to this Agreement (save for sections 60 and 61 of the CPA which will apply to this Agreement).

16. NATIONAL CREDIT ACT, NO. 34 OF 2005 ("NCA")

- 16.1. By entering into this Agreement, you warrant that:
 - 16.1.1. you are a juristic person as defined in section 1 of the NCA; and
 - 16.1.2. at the time of entering into this Agreement, your asset value or annual turnover (together with the combined asset value or annual turnover or all related parties) equals or exceeds the threshold value determined by the Minister (as defined in section 1 of the NCA) in terms of section 7(1) of the NCA,and accordingly agree that the NCA will not apply to this Agreement.

17. CONSENT TO CREDIT CHECKS

- 17.1. By entering into this Agreement:
 - 17.1.1. you authorise and allow the Company to perform background credit checks on you and obtain and store (for the duration of this Agreement) information about you from credit bureaus and reporting agencies at the time you enter into this Agreement, and annually thereafter (if required by the Company), for the purpose of monitoring your credit activity and behavior and preventing over-indebtedness; and
 - 17.1.2. you consent to credit bureaus and reporting agencies releasing any information about you to the Company.