



Bytes Systems Integration
A Division of Altron TMT (Pty) Ltd

Standard Terms and Conditions

Initials _____

1 FINANCIAL

- 1.1** A quotation is valid for 30 (thirty days), unless stated otherwise on the official quote.
- 1.2** Prices quoted may be adjusted based on the site audit and configuration verification process, where applicable
- 1.3** Unless a price has been quoted by Bytes, which will then apply, the price of the services and/or goods shall be the current ruling price of Bytes on the date that the services and/or goods are supplied /delivered to the Client.
- 1.4** Any agreed budget is necessarily based on the assumption that the information required in order to render our services is made available in accordance with agreed timetables, is complete and accurate and that the Client's key executives and personnel are available.
- 1.5** Any delays or other unanticipated problems caused by the client which are beyond the control of Bytes, this may result in additional fees for which invoices will be raised.
- 1.6** In the instance of time and material services provided a minimum charge of one hour labour will apply.
- 1.7** All prices exclude VAT.
- 1.8** Prices are subject to exchange rate fluctuations, as and when applicable, and based on the quoted exchange rate.
- 1.9** Travel and accommodation costs and any other reasonable disbursements made by Bytes in connection with the services rendered will be charged to the client at cost plus VAT. Motor vehicle travel is charged at the prevailing AA rate. This clause is only applicable when not covered specifically by the proposal.
- 1.10** Travel time will be recovered both ways at the same rate as the labour rate. This clause is only applicable when not covered specifically by the proposal.
- 1.11** All services required or goods ordered by the Client shall be prepared on an order form and sent by facsimile transmission, alternatively by e-mail or hand delivered to Bytes. On receipt of such order form by Bytes, then such order shall be binding on the Client.
- 1.12** The Client agrees that in the event of any portion of an invoice of indebtedness being disputed, then the Client undertakes to forthwith pay the undisputed amount of such indebtedness according to the agreed terms of credit allowed in terms of this agreement.
- 1.13** Payment Terms:
 - 1.13.1** Invoices are payable within 30 days of presentation, subject to the granting of approved credit facilities. Where payment is linked to services, invoices will be rendered periodically against agreed to milestones, delivery and completion of work.
 - 1.13.2** The credit facilities may be withdrawn by Bytes at any time without prior notice to the Client.
- 1.14** Interest is payable on overdue payments from 60 days of the date of invoice, at the prevailing prime overdraft rate charged by Bytes' bankers.

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2 BYTES'S RESPONSIBILITIES

Bytes will perform their services in a timely and professional manner and in accordance with best practice applicable in the information technology industry.

3 CONFIDENTIALITY

3.1 All Bytes staff is bound by a professional obligation not to disclose to a third party any information confidential to the Client. Likewise the recipient of the information as per this document agrees to receive the information in confidence and to keep the information in confidence using the same degree of care as is used by the recipient to protect its own confidential information but in no event less than a reasonable degree of care.

3.2 Without in any way detracting from the duty of confidentiality which Bytes owes the Client, Bytes reserves the right to act for the Client's competitors or other clients and Bytes shall be obliged to inform the client of any competitor they act for before and during the course of this agreement.

4 INTELLECTUAL PROPERTY

4.1 Bytes retains all copyright and other intellectual property rights in all utilities, software, solutions, designs, techniques, methods, methodologies, tools, processes, templates, data or other materials provided, created or developed either before or during the rendering of services by Bytes.

4.2 Where Bytes does development work at the specific request of a Client, ownership in such developed work will only pass to the client when Bytes has received full and final payment in respect thereof.

4.3 Bytes further reserves the right, where fees have been invoiced and payments are outstanding, to exercise a lien in respect of those outstanding fees over any processes implemented, infrastructure and other solutions including any documentation relating thereto, which has been delivered to the Client.

5 OWNERSHIP

Ownership of the goods sold to the Client shall only pass once payment of such goods has been made to Bytes in full. Risk of loss and damage in the goods shall pass to the Client upon acceptance of the Delivery Note and/or the Invoice whichever is applicable for such goods.

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6 LIMITATION OF LIABILITY

- 6.1** Bytes shall not be liable, under any circumstances, for any complaints of claim for any alleged shortage or failure or the alleged goods to comply with the agreement, unless written notice is received by Bytes within 48 hours after delivery of the goods to the client. This clause shall furthermore apply in the event that Bytes provides any service to the Client.
- 6.2** Bytes' liability to the Client for any damages allegedly sustained by the Client from any cause whatsoever, including any damages allegedly arising out of Bytes' negligence or that of its servants, agents or sub-contractors, shall in any event and under all circumstances be limited to the replacement of goods and/or providing the services, whichever is applicable.
- 6.3** Under no circumstances shall Bytes be liable in any way for any consequential damages, special or otherwise, including but not limited to lost business, loss of profits or anticipated savings, whether foreseeable or not.
- 6.4** Bytes shall in any event not be liable in delict, breach of contract or for breach of warranty or otherwise for any amounts which cumulatively exceed the total amount received by Bytes in respect of the services performed in terms hereof.

7 NON SOLICITATION

- 7.1** The Client undertakes that during the course of this engagement and for a period of six months following its conclusion it will not;
- 7.1.1** solicit or entice away any member of Bytes staff with whom the Client has had dealings in connection with this engagement.
- 7.1.2** employ any such person or engage them in any way to provide services to the Client.
- 7.2** In the event of a breach of the terms of this undertaking, the Client will pay on demand, a sum equivalent to 30% of the total annual remuneration package paid by Bytes to that individual prior to his departure.

8 REQUIRED STANDARDS AND PRINCIPLES OF ETHICAL BUSINESS CONDUCT

- 8.1** Altron the ultimate Holding company of Bytes adheres to the highest levels of lawful, ethical and responsible business conduct and it requires its subsidiaries, as well as suppliers, customers and stakeholders of the Altron group, in their interaction with the Altron group, to adhere to similar principles.
- 8.2** The *supplier / customer [refer to the supplier, customer or business associate using the name, definition, abbreviation of acronym as used in the agreement] is referred to the following documents that can be viewed on Altron's public internet website at www.altron.com
- The Altron Corporate Compliance policy
 - The Code of Ethics for the Altron Group
 - The Corporate Gifts and Entertainment Policy for the Altron Group
 - The Altron Anti-Corruption and Economic Crime Policy
 - The Altron Human Rights and Labour Conditions Policy

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8.3 The *supplier / customer [use same terminology as in the agreement] confirms that it has read and that it understands the above mentioned policies and that it fully subscribes to the principles of lawful and ethical business conduct as are expressly or implicitly dealt with in the said policies. For the sake of clarity, the relevant principles are summarized as follows:

- Fair competition and avoidance of anti-competitive conduct
- Integrity in business dealings – no corruption or bribery
- Sustainability – no inappropriate risks for human and the environment
- Equal opportunities in securities trading – no insider trader
- Proper record keeping and accurate financial reporting – no deception
- Fair and respectful working conditions – no discrimination
- Respecting the legal rights of others – no infringement of intellectual property rights
- No conflicts of interest between business and personal rights
- Cooperation with the authorities – no misinformation
- Compliance with laws, regulations, rule and standards, in South Africa and elsewhere
- Observance of ethical obligations without causing harm to others other than by fair commercial competitive practices
- Not to supply defective or dangerous products
- Not to improperly induce or influence someone by the provision of gifts, entertainment or other gratification
- To report any events or suspected events of bribery, corruption, improper inducement or influencing, or any other unlawful conduct
- To respect human rights and to uphold fair labour practices – no abuse of basic human rights or unfair labour practices (including child and forced labour)

8.4 The Altron group distances itself from any conduct that deviates from the principles referred to in 8.3 above and it reserves its rights not to deal with any party whose conduct is contrary to these principles. Bytes therefore hereby reserves the right to terminate this agreement forthwith in the event that any information comes to its attention which causes it to conclude in its sole opinion, that in its conduct towards Bytes in terms of or in connection with this agreement the *supplier / customer [refer to the relevant party] has engaged in an act or omission which constitutes a material breach or disregard of the above mentioned principles of lawful and ethical business conduct. Such termination shall be justified and lawful and shall not be capable of giving rise to any damages claims against or any other liability for Bytes

9 FORCE MAJEURE

Neither Bytes nor the Client shall be liable in any way for failure to perform if the failure is due to causes outside the reasonable control of the party which has failed to perform.

10 TERMINATION

In the event of termination, for any reason whatsoever, fees and expenses incurred to the date of termination are payable by the Client.

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11 PRIMA FACIE PROOF

11.1 A certificate signed by a director or manager of Bytes as to the existence and the amount of the Client's indebtedness to it, shall be prima facie proof of the contents and correctness thereof.

11.2 A signed delivery note shall constitute prima facie proof that the services and/or goods have been supplied /delivered to the Client, whether signed by the Client, an employee, an agent or representative of the Client.

12 NON WAIVER

No extension of time or any other relaxation of indulgence granted by Bytes to the Client shall operate as, or be deemed to be a waiver by Bytes of any of its rights of the Terms and Conditions of this agreement.

13 GOVERNING LAW AND JURISDICTION

These terms of business shall be governed by and construed in accordance with the laws of the Republic of South Africa and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of the South African Courts.

14 COSTS

In the event that Bytes institutes legal action against the Client for whatsoever reason, then the Client undertakes to pay the legal costs of Bytes on the scale as between attorney and client only if Bytes is successful in such legal action.

15 WHOLE AGREEMENT

This agreement constitutes the entire agreement between the parties, and no variations or amendments to any term or condition hereof shall be valid or binding on Bytes or the client unless reduced to writing and signed by an authorised representative of both parties.

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