

CONTRACT NUMBER:	
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SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT
entered into by and between
Oxbow Office Equipment (Pty) Ltd,
Registration No. 2001/024237/07 VAT No. 488020603, (us and its derivatives) of
Century Gate, 1B Summer Greens Drive, Century City, 7441

CUSTOMER DETAILS

The customer			
Company Reg. No.		VAT Reg. No.	
Physical address		Telephone No	
		Contact email address	

TRANSACTION SCHEDULE

Description of Equipment (1)			Serial Number	
0	-	A4 Black & White prints	@	cpc + vat
0	-	A4 Colour prints	@	cpc + vat

Description of Equipment (2)			Serial Number	
0	-	A4 Black & White prints	@	cpc + vat
0	-	A4 Colour prints	@	cpc + vat

Description of Equipment (3)			Serial Number	
0	-	A4 Black & White prints	@	cpc + vat
0	-	A4 Colour prints	@	cpc + vat

SERVICE CONTRACT CHARGES

THE FOLLOWING IS INCLUDED IN THE SERVICE CONTRACT CHARGES: Travelling, parts (including drum) and labour.

Service PeriodMonths

Toner: IncludedExcluded

DEBIT ORDER AUTHORISATION

I/we hereby request Oxbow or its cessionary or agent to draw against my/our bank account, wheresoever some may be situated, the charges due to Oxbow its cessionary in terms of this Agreement.

Name of account holder			
Branch		Account Number	
Bank		Branch Code	
Date		Authorised signature	Authorised Signature

Signed on behalf of the customer:

Signed on behalf of Oxbow:

Name:

Being duly authorised to

Title:

Date:

Name:

Being duly authorised to

Title:

Date:

Signature:

Customer's Signature

Signature:

Oxbow's Signature

The User (from now on "you") at this moment appoints the Hirer (from now on "Oxbow" or "we") to perform the services, and Oxbow at this moment accepts such appointment, on the terms and conditions contained herein ("Agreement") and in the schedule.

1. Oxbow agrees to –

1.1 render your business with prompt, professional and courteous service at (as contemplated herein) all times, time being of the essence in this regard;

1.2 provide service personnel who are competent, knowledgeable and (as contemplated herein) at all times, time being of the essence in this regard;

1.3 provide the services per (i) best industry practice; (ii) your reasonable directives and any company policies and procedures provided to us from time to time, and (iii) applicable law

1.4 ensure that our devices are installed to perform at the most efficient standard and that this standard is maintained throughout the service contract period, as contemplated in clause 16.

1.5 provide you with a full demonstration after installation;

1.6 supply your business with all the consumables specified in the transaction schedule;

1.7 assist your information technology staff with all connectivity queries and problems relating to the Equipment. Oxbow reserves the right to charge you an additional call-out/service fee for after-hours service (Monday to Friday after 17h00 and before 08h00 as well as Saturday and Sundays) at R1,500.00 per hour (excluding VAT). All IT-

related charges will be chargeable at Oxbow's prevailing rates which will be furnished to you on request.

1.8 provide forthwith (time being of the essence in this regard) at our cost loan equipment to your business if we are for any reason

This is attributable to being unable to repair within 48 hours of the service visit. The loan equipment will remain on your site until the Equipment has been satisfactorily repaired and tested at our offices for installation.

2 You agree to –

2.1 use only paper approved or supplied by Oxbow in the device/s.

2.2 install the toner supplied by Oxbow when required.

2.3 use only consumables in the device that Oxbow supplies;

2.4 provide us, in a manner determined by us from time to time, with a meter reading of the device every month and to this end nominate in writing one of your staff members to accept responsibility in this regard;

2.5 give to any of our service staff access to your offices for any of the purposes of this Agreement on reasonable notice by Oxbow;

2.6 provide reasonable assistance to our service staff and fully cooperate with them to enable us to discharge our duties in terms of this Agreement properly; and

3. You shall pay us the charges (plus value-added tax) as set out in the transaction schedule monthly once we have raised the invoice and emailed it to you by the 25th of each month. Your payment shall be made by debit order on the 28th of each month or EFT. In the unlikely event you fail to make payment; we may, in addition to such other rights that we may have, immediately and without notice, suspend our services and the supply of consumables until all outstanding amounts have been paid. We may charge interest on all outstanding amounts calculated from the date of default to the date of final payment at Nedbank's prime rate.

4. Our Oxbow Nerve Centre is on standby to accept all emails and incoming service calls to assist you in our service delivery during normal business hours by telephone, 08610 OXBOW, or email, info@oxbowsa.co.za.

5. In the event you are unable to provide us with a meter reading, we are entitled, until we are provided with a meter reading or otherwise having obtained same, to continue charging you monthly for an amount each month equal to the average monthly account rendered to you during the preceding six month period.

6.1 Please note that unless otherwise stated in the schedule to which this Agreement is annexed, our charges will escalate at a rate of not more than 12 % per annum effective on 31 December for our EFT customers and at most 10 % for our debit order customers.

6.2 We may increase the escalation referred to in 6.1 upon written notice to you if we deem an increase as unavoidable due to, for instance, the effects of hyperinflation, consistently high or increasing international oil prices or a sharp depreciation of the South African rand against a basket of foreign currencies; if we do this and the resultant increase is unacceptable to you, you may terminate the Agreement upon two month's written notice to us, provided that you exercise this right no later than 15 days after you have received our written notice advising you of such an increase;

7. The meter charge is based on 7 % toner coverage per image (the percentage of actual print relative to the page). We may, from time to time and on written notice to you, adjust our meter charges according to your actual average toner consumption based on excessive coverage as calculated by the usage versus the toner/ drum replacement intervals. Any such adjustment will be implemented on and as from the billing cycle succeeding the notice described above and shall not be retrospective.

8. If you exceed the maximum monthly volume on our devices, creating overuse for three consecutive months, Oxbow will notify you accordingly. We will arrange a meeting with your account consultant to discuss either upgrading your Equipment or providing additional Equipment. Oxbow shall prepare the relevant proposals and submit the same to you in writing before or at such a meeting. Should the parties fail to reach Agreement regarding the upgrade or additional Equipment within 30 days of Oxbow notifying you of the excessive usage; either party may cancel this Agreement on written notice to the other party.

9. If your site is not within a radius of 50 kilometres from any of our Oxbow authorized service centres, we may charge additional travelling costs for every kilometre exceeding the radius described above, following our standard travelling rates applicable from time to time.

10. Due to the sensitive nature of the Equipment, it can only be moved by Oxbow or another partner of Oxbow with the advance written confirmation by yourselves. We require one week's written notice to do so at our then current time and materials collection and delivery rate.

11. After installation and for as long as the Equipment is in your possession or under your control, we are not liable for any damage to and failure of the Equipment caused by accident, abuse, misuse or operation not following the user manual or through tampering with the Equipment or attempts to repair by a person other than any of our Oxbow engineers or the use of any consumables not supplied or approved by Oxbow.

12. We shall not be obliged to render the services if the serial number of the Equipment has been altered or removed or if the total counter has been changed and does not reflect the machine's total count.

13. Any repairs or services rendered by us falling outside our obligations in terms of this Agreement or after hours may, at our election, be charged to you following our then-current charges for time and materials.

14. Both parties may only transfer rights or obligations in terms of this Agreement with the other party's prior written consent, which consent shall not be unreasonably withheld or delayed.

15. This Agreement and the schedule contain all the terms agree upon between the parties concerning the services. Furthermore, (i) no addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right shall be of any force unless in writing and signed by both parties; and (ii) no indulgence which either party may give or allow in respect of agreement shall affect any of the rights accruing to such party in terms of this agreement or prevent us from enforcing any term hereof. In the event of a conflict between this agreement and the schedule, the schedule shall prevail to the extent of the conflict.

16. This Agreement commences on the installation of the Equipment. It shall endure until the earlier of: (i) the expiry of the Initial Period (being 60 months from the commencement date specified in the Master Rental Agreement (MRA); or (ii) the termination or expiration of the MRA unless terminated before either of these events following the terms of this Agreement, provided that if you wish to retain the Equipment for longer than the aforesaid specified term, this Agreement will be deemed extended on a month to month basis until terminated by either party by giving 30 days written notice.

17. We, with this, indemnify you (and your affiliates, directors, agents, consultants, representatives, employees, advisors, suppliers, contractors, sub-contractors and any person in respect of whom you may be liable in law (collectively, the "Indemnified Persons")) against all and any liability, losses, claim, damages, injury, fines, penalties, costs, expense of any nature whatsoever which may be brought against the Indemnified Persons as a result of any act or omission on our part or the part of our affiliates, agents, representatives, employees, advisors, suppliers, sub-contractors or any person affiliated, whether negligent or otherwise. This clause constitutes a stipulatio alteri in favour of the Indemnified Persons and shall be capable of acceptance by any one or more of them at any time.

18. In this Agreement, (i) any word and/or expression used or defined in the Transaction Schedule shall, where used in these terms, bear a similar or corresponding meaning; (ii) "Consumables" means any products used for or in connection with the Equipment, including, but not limited to, toner, developer, drums and paper; (iii) "Site" means the area where the Equipment is installed; and (iv) "Transaction Schedule" or "schedule" means the schedule which sets out, inter alia, the cost payable in terms of the services contemplated herein and other details about the parties. The schedule shall incorporate the terms of this Agreement by reference.

11. THE PROTECTION OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 ("POPIA")

11.1 In performing its obligations under this Agreement, Oxbow Office Equipment (Pty) Ltd shall:

11.1.1 Comply with the provisions of prevailing privacy and data protection legislation governing the collection, use and processing of personal Information as defined in the relevant legislation (from now on, "Personal Information");

11.1.2 Not process Personal Information for any purpose other than to perform its obligations under this Agreement;

11.1.3 Only act on the instructions of the Customer in collecting, processing and utilizing the Personal Information (and for the avoidance of doubt, this Agreement shall constitute such instructions);

11.1.4 Not disclose or otherwise make available the Personal Information to any third party other than authorized staff or sub-contractors who require access to such Personal Information strictly on a need-to-know basis for Oxbow to carry out its obligations according to this Agreement and ensure that such staff and any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations about the Personal Information;

11.1.5 Take appropriate, reasonable technical and organizational measures to ensure that the integrity and confidentiality of the Personal Information in its possession or under its control is secure and that such Personal Information is protected against accidental loss, destruction, damage, unlawful access or processing;

11.1.6 Immediately notify the Customer in case of possible infringement of the applicable data protection legislation, the terms of this clause or other irregularities by its staff or any other party acting on behalf of Oxbow concerning the Subscriber's Personal Information; and

11.1.7 At the Customer's option, return or destroy the Personal Information once it is no longer required to perform obligations under this Agreement or any directly related purpose.

2024/V01



AGREEMENT NUMBER: SCHEDULE NUMBER:		MASTER RENTAL AGREEMENT EXCLUDING INSURANCE entered into by and between Oxbow Office Equipment (Pty) Ltd Registration No. 2001/024237/07 VAT No. 488026034 Hereinafter referred to as the ("Hirer") (physical address at which the Hirer chooses domicile) Century Gate, 1B Summer Greens Drive, Century City, 7441		oxbow 2024/V01	
And					
Trading As					("User")
Registration No.		Tel No.		Client's VAT No.	
Of (Domicile)					
Installation address					
This Rental Agreement is executed at		For and behalf of the user by		Client's Name (legal Name)	
In User's capacity as		And duly authorised on this, the		Day Of	2024
Witness Signature				User's Signature	
FOR OFFICE USE ONLY					
Signed at Century City for and behalf of Hirer on this, the				Day Of	2024
Hirer's Signature				Witness Signature	
DEBIT ORDER AUTHORISATION I/we request the Hirer or it's cessionary/ies to draw against my/our bank account, wherever it may be, the amounts due in terms of this agreement.					
Bank		Branch Code		User's Signature	
Branch		Account No.			
Name of account holder					
GUARANTEE I/We hereby bind my/ourselves as guarantor/s and co-principal debtor(s) in accordance with the guarantee terms and conditions set out overleaf and choose the address as my/our domicile.					
1.Full Names		1. Signature		Witness 1	
Of (Address)		ID no		Witness Name:	
2. Full Names		2. Signature		Witness 2	
Of (Address)		ID no		Witness Name:	
SCHEDULE To the Master Rental Agreement, the term and conditions overleaf which will apply hereto, as though specifically set forth herein.					
QUANTITY		DESCRIPTION OF GOODS		SERIAL NUMBER(S)	
Initial rental period		Agreed monthly rental R		User's Signature	
Commencement Date		15 % VAT R			
Annual Rental Increase 15 % (Fifteen)		Total Monthly Rental (Incl VAT) R			
User confirms that the payment plan was complete and that the terms and conditions overleaf have been read at the time of the signature. You represent and warrant that your turnover or net asset value exceeds the sum of R2 million (Two Million Rand) as defined and calculated in terms of the Government Gazette no. 34181 of 01 April 2011. Rentals payable monthly in advance/arrears from the commencement date, common Due Date: of each calendar month. Provided that the first rental payment for the period from the commencement date to the first common due date is to be determined in accordance with clause 7.7 of the Terms and Conditions.					
ACCEPTANCE CERTIFICATE To the Master Rental User hereby irrevocably declares to the Hirer that the goods described in the schedule above have:					
(a) Been delivered and installed in accordance with all the conditions of the Agreement. (b) Where applicable been subjected to all field operating and/ or similar tests which have now been completed and the results are satisfactory. (c) Been inspected, are in good order and condition, free from defect and ready for use in every respect. (d) That no representations, undertakings or warranties not specifically contained herein are binding on the Hirer, User acknowledges that User was referred to the Hirer by the supplier of the goods and that the Hirer has purchased the goods from the supplier at the User's special instance and request. Accordingly the User hereby indemnifies Hirer against any claim that may be made against Hirer, or for any loss that the Hirer may sustain arising out or relation to the purchase by Hirer of the goods from the supplier or the ownership thereof. (e) User confirms that the serial number(s) on the goods correspond with the serial number(s) on the schedule.					
Signed at		on this, the		Day of	2024
Witness Signature				User's Signature	
RESOLUTION					
Extracts of minutes of a meeting of the user at on this, the Day of 2024					
Resolved: That the User enters into a rental agreement with Oxbow Office Equipment (Pty) Ltd for renting of goods as specified in the above Equipment schedule upon such terms and conditions as are usually applicable to rental agreements. and as may be agreed upon. Should the commencement date of the rental Agreement(s) referred to, pre-date the date of this resolution this resolution shall have the effect of having ratified and confirmed the Agreement(s).					
That in his/ her capacity as of the User be and is hereby authorised to sign, endorse and execute all documents for and on behalf of the User to give effect to this resolution. I do hereby certify and warrant that the aforesaid is a true and correct extract of the minutes of the User as stated above.					
Signatories name		Capacity	Certified a true copy	Chairman's Signature	

1) **APPLICABILITY**
The User hereby hires from the Hirer, which hereby rents, subject to the terms and conditions set out herein and, in the schedule i/s which is/are or may, from time to time, be annexed hereto, the goods described in the schedule/s for the rentals payable set out in the schedule. The conditions of this master agreement shall apply mutatis mutandis to every schedule which the parties may enter, and the goods described in each such schedule shall be rented according to the conditions of this master agreement as if the conditions of this Agreement were incorporated in every such schedule. The conclusion by the parties of each schedule shall create a separate and independent agreement regarding the goods described in such schedule. Headings in this Agreement are for reference purposes only and shall not affect the interpretation thereof.

2) **OWNERSHIP AND RISK**
Ownership of the goods shall vest in the Hirer, and nothing in this Agreement shall be construed as conferring on the User or any other person on its behalf any right, title, or interest in the goods other than as User. The User shall not acquire ownership on the delivery or during or after the termination of this Agreement. All risk in the goods, including but not limited to liability for loss and damage to and arising from the goods and/or the use, possession or operation of the goods, passes from the earlier of the date on which the User takes delivery of the goods or the date on which the supplier of the goods ceases to bear the risk until the goods are returned to the Hirer.

3) **JOINT LIABILITY**
If two or more Users sign this Agreement, their liability shall be joint and several. If this Agreement is not signed by all persons named as Users or by all partners of User (if a partnership), this Agreement shall nonetheless be and remain binding on Users who have signed this Agreement or on User being a partnership (as the case may be).

4) **WARRANTIES, GUARANTEES AND DECLARATIONS**
4.1) The User warrants, such warranties being material and going to the root of this Agreement, that all information supplied to the Hirer by the User or anyone on its behalf concerning the User's business in whatever form is true and correct in all material aspects, in particular, all information so supplied to the Hirer during its investigation before the commencement date including balance sheets, income statements, cash flows, profit forecasts and other financial statements or accounts. The User further warrants that all such information presented to the Hirer will be true at the appropriate time and will remain true and correct in every material aspect.
4.2) All warranties implied by the common law are expressly excluded.
4.3) The User has acquired the goods at the User's request and solely to rent the goods to the User. The goods have been selected by the User, who has also negotiated the specifications, warranties, and guarantees required by it with the supplier. Hirer makes no warranties or representations whatsoever, whether expressed or implied to the User, as to the condition of the goods for any purpose whatsoever and the goods are rented voetstoots by the User.

5) **DELIVERY AND ACCEPTANCE**
5.1) Signature by the User of the acceptance certificate shall be deemed to be an acknowledgement that the User has inspected and approved the goods and that same are in every way satisfactory to the User. The User warrants that any signatory who signs/ has signed a certificate of acceptance on its behalf has been duly authorised to do so and that its own consent will not be obliged to enquire into the authority of such signatory.
5.2) The User shall, at its own cost, procure and take delivery of the goods. The User shall accept the goods on the Hirer's behalf so that ownership of the goods shall pass to the Hirer and shall hold the goods on behalf of the Hirer or its cessionary/ies for the duration of the Agreement.
5.3) The User shall be deemed to accept the goods on behalf of the Hirer when the goods are delivered by the supplier to the User, and the User acknowledges that the goods are delivered by the supplier thereof to the User who acts as the Hirer's agent only to accept delivery. The supplier may not act as the Hirer's agent for anything other than delivering the goods.
5.4) The User shall have no claim against the Hirer or its cessionary/ies, nor shall the User be entitled to cancel this Agreement if, after having signed the schedule and acceptance certificate, it subsequently transpires that the goods or any part thereof are for any reason unacceptable to the User.

6) **MAINTENANCE**
It is recorded that this Agreement applies only to the hiring of the goods and that the rentals stipulated in the schedule do not include any payment in respect of maintenance. The parties specifically agree that any maintenance agreement regarding the goods is a separate and distinct agreement from this Agreement. The User shall not be entitled to withhold compliance with its obligations because of any dispute concerning any maintenance agreement and/or any non-performance in terms of the maintenance agreement.

7) **RENTALS**
7.1) For all purposes of this Agreement, prime shall mean the publicly quoted basic rate of interest per annum at which the Hirer's or its cessionary's bankers will lend on an overdraft, as certified by a manager of the said bankers, whose appointment it shall not be necessary to prove.
7.2) The rentals payable in this Agreement and the schedule/s are based on prime. Should prime increase during the term of this Agreement, the Hirer shall, with effect from the date of such increase, adjust the rentals payable on or after that date so that the Hirer can maintain the internal rate of return it enjoyed immediately before the said change. This adjustment is in addition to the annual increase of the rentals as stipulated in the schedule/s.
7.3) If required by the Hirer, the User shall complete and deliver to Hirer a banker's debit order document in such form as the Hirer may require to pay future rentals and/ or any other sums payable under this Agreement. The debit order shall not be construed or regarded as substituting, varying, or novating the User's obligations under the Agreement. Notwithstanding the foregoing, the User's signature hereto constitutes the User's authority to the Hirer or its cessionary to draw against the User's bank account, wherever it may be, all amounts due in terms of this Agreement. The User shall be liable for and pay to the Hirer on demand an amount equal to the aggregate amount charged by the Hirer's bankers in respect of any of the User's cheques, stop orders, debit order mandates or similar payment instructions being dishonoured by the User's bankers plus a penalty equivalent to 50 % (fifty per centum) of that amount.
7.4) In the event of any change in the rates of exchange and/or the prevailing short to medium-term money market rates; and/or in the prevailing weighted average cost of funding to the Hirer and/or any law or regulation or in the interpretation thereof, resulting in an increase to the Hirer in any cost factor in providing or maintaining this Agreement, the Hirer shall be entitled to increase the rental payments payable on or after that date by such amount as necessary to recover such increased cost and to maintain the internal rate of return it enjoyed immediately before the said change.
7.5) If there is any change in the rate at which VAT is payable and/or in the amount of VAT payable in respect of the rental payments, the rentals which fall due on or after the date of the said change shall be recalculated accordingly, and the said recalculated rentals shall substitute the rentals which were calculated at the old rate.
7.6) Any dispute relating to any adjustment in terms of 7.2, 7.4 and 7.5 shall be referred to any partner of the Hirer's auditors, who shall act as an expert and whose decision will be final and binding on the parties.
7.7) The first rental will become due on the commencement date, and after that, rentals will become due on the due date of every succeeding month as stipulated in the schedule. Notwithstanding the provisions contained herein, the first rental from the commencement date until the first month due date ("the broken period") shall be calculated by the formula: A-BxC/30, where A=Rental (Including VAT), B=Agreed monthly Rental (Including VAT), C=Number of days in the broken period.
7.8) The User's payment obligations are unconditional. The User shall not be entitled to withhold any payments from the Hirer or deduct any amount from any rental payable in terms of this Agreement for any reason whatsoever, nor shall the User set off against any rental and any other amount payable, any present or future claim which the User may have against the Owner from any cause howsoever arising.

8) **INSURANCE**
8.1) The User is obliged to insure the goods for the duration of this Agreement for no less than the replacement cost against all risks, including political riot cover with an insurance company or through an intermediary of the User's choice. The User shall ensure that the insurer notes the Hirer's interest in the goods and this Agreement in the policy and shall produce satisfactory proof thereof to the Hirer. The User, with this, cedes to the Hirer as security for the due performance of the User's obligations in terms of this Agreement all of the User's right, title and interest in any insurance policy effected in terms of this Agreement and undertook to deliver such policy to the Hirer on demand. If the User fails to insure the goods or fails to produce to the Hirer written proof of such insurance within 14 (fourteen) days from the date of demand; then the Hirer shall be entitled (but not obliged) to effect such insurance as it deems fit on the User's behalf, the premiums in respect of which shall be payable by the User to the Hirer on demand or added to the rentals.
8.2) If the goods or any part thereof are lost, stolen or damaged, irrespective of the cause, the User shall notify the Hirer and insurer immediately in writing. The Hirer may, at its discretion, replace the goods with similar goods out of the proceeds of the insurance policy which it receives or cancel this Agreement and claim payment from the User following clause 9.1, in which case the Hirer will use the insurance proceeds it may have received to reduce its damages. The User will have no claim or defence against the Hirer if all costs for the repair or replacement of the goods are not recovered in full or from the insurer.
8.3) The User shall be obliged to pay any excess payable per an insurance policy issued according to 8.1.
8.4) The User confirms that it was given prior written notice of its entitlement of free choice in terms of Section 43(1) of the Short-Term Insurance Act 53 of 1998 and has exercised that freedom of choice and was not subjected to any coercion or inducement as to how it exercised that choice.

9) **BREACH**
If the User defaults in the punctual payment of any monies as it falls due in terms of this Agreement, or fails to comply with any of the terms and conditions of, or its obligations under this Agreement (all of which are material); or commits any act defined as an act of insolvency in the Insolvency Act 24 of 1936, or being a natural person, assigns, surrenders or attempts to assign or surrender his estate; or allows a default judgment to remain unsatisfied for a period of seven days or is refused remission within fourteen days of any default judgment; is sequestrated or wound up, whether provisionally or finally; or abandons the goods or compromises with any of its creditors or endeavours or attempts to do so; or makes any incorrect or untrue statement or representations in connection with this Agreement or the User's financial affairs or any particulars relevant thereto; or breaches any warranty given in terms of this Agreement; or does or allows to be done any thing that might prejudice the Hirer's rights under this Agreement or any security given, or passes a resolution to begin business rescue proceedings in terms of the Companies Act 71 of 2008 or if business rescue proceedings are proposed or commenced against the User, or effects a change in the beneficial ownership of any or all of the shares or interest therein, as the case may be, or dispose of its business or a major portion of its assets, without the Hirer's prior written consent; or receives financial statements which contain a significant audit report qualification which could affect the User's ability to perform its obligations in terms of this Agreement; then and upon the occurrence of any of these events the Hirer may elect without prejudice to any of its rights to;
9.1) Immediately terminate this Agreement, take possession of the goods, retain all amounts already paid by the User and claim all amounts.
which are in arrears at the date of termination together with as pre-estimated liquidated damages, the future rentals which would have fallen due in terms of this Agreement until the earliest possible date on which this Agreement could have terminated by notice or, if applicable, until the earliest date on which any extended rental period in terms of clause 12.4 could terminate by notice, or;
9.2) Without terminating this Agreement, claim immediate payment of all amounts which are due and/or all rentals which would have fallen due in terms of this Agreement until the earliest possible date on which this Agreement could have terminated by notice, or, if applicable, until the earliest date on which any extended rental period in terms of clause 19 could terminate by notice, all of which shall be immediately due and payable. The Hirer shall, pending payment of those amounts, be entitled to be possessed of the goods and to retain possession thereof on condition that against such full payment, the Hirer shall return the goods or similar goods to the User, who shall not be entitled to any rebate or abatement of rentals of other amounts because of its loss of possession.
9.3) The User shall pay the Hirer interest on any amounts owing in this Agreement at 6% above the publicly quoted prime interest rate of the Hirer's or its cessionary's bankers at the nominal annual rate compounded monthly. Said interest shall accrue from the due date for payment to the date of receipt by the Hirer.
The Hirer may appropriate any payments made by or on behalf of User to any indebtedness of whatsoever nature of the User to the Hirer. 9.4 The User now indemnifies and holds the Hirer harmless from, any loss, including loss of business profits, injury, damage, fines, penalties and claims of whatsoever nature and howsoever arising from or connected with the goods, the installation and commissioning of the goods and/or the use or possession thereof and whether or not any act or omission of the User or anyone else causes such claims.

10) **CESSION OR ASSIGNMENT**
10.1) The Hirer may, without notice to the User, assign and/or transfer all or any parts of its right, title and interest in and to this Agreement and/or ownership of the goods to any person or persons whatsoever and unless the context otherwise indicates, any reference to the Hirer in this Agreement shall be deemed to include its cessionary or delegate. The User agrees to any splitting of claims resulting from any transfer and to hold the goods on behalf of such cessionary/ies or delegate/ies.
10.2) The Hirer now cedes to the User who accepts cession thereof all claims which the Hirer may have against the Suppliers of the Goods and all components thereof and the suppliers of all services in connection in addition to that arising out of any express or implied Guarantee, warranty or undertaking as to the condition state or quality of the goods or any part thereof or as to the fitness or suitability thereof for any purpose whatsoever or arising out of any latent or patent defect in the goods.
10.3) The cession in terms of 10.2 operates as a complete and absolute discharge of any liability of the Hirer to the User regarding any corresponding claim not excluded by this Agreement.
10.4) Nothing contained in this Agreement shall derogate from the User's obligations in terms of this Agreement notwithstanding that it may have no right against the suppliers of the goods or components thereof or of services in connection in addition to any of the Hirer's rights ceded to the User in terms of this Agreement.
10.5) The Hirer makes no warranties or representations regarding the validity or enforceability of any right it may have against suppliers.
10.6) The cession of rights against the suppliers in terms of this clause shall ipso facto terminate on termination of this Agreement, and the rights hereby ceded shall ipso facto be deemed to have been receded by the Hirer to the Hirer.

11) **CERTIFICATE**
A certificate signed by any manager of the Hirer (whose appointment need not be proved by the Hirer) as to any amount due and/or owing by the User in terms of arising out of this Agreement shall be prima facie proof of the matters therein stated for all purposes.

12) **RETURN OF GOODS ON TERMINATION BY NOTICE**
12.1) The User shall, on termination of this Agreement by notice, return the goods in good working order and condition, fair wear and tear accepted, and all applicable documents to the Hirer at the User's cost and expense. The collection fee will be R2000.00 ex. VAT for the first unit and R500.00 ex. VAT for every unit after that. The Hirer must collect all goods.

12.2) Upon the return of the goods, per 12.1, the User shall have no further right of interest in the goods.
12.3) Notwithstanding the provisions of this Agreement, should the User, in breach of its obligations, fail to return the goods on termination of this Agreement, then in addition to any other claims that the Hirer may have against the User pursuant thereto, the User shall be liable to continue to comply with the terms of this Agreement and pay the rentals to the Hirer as if the Agreement had not been so terminated.
12.4) This Agreement commences on the commencement date set out in the schedule and shall continue indefinitely until terminated by either of the parties giving 120 days' written notice of termination, provided that no notice may be given to expire before the effluxion of the initial rental period stipulated in the schedule, and provided further that any notice of termination will operate to terminate the Agreement on an anniversary of the effective date. This Agreement will automatically extend by 12 months if written notice is not received. The initial rental period commences on the first common due date after the commencement date.
12.5) Upon signature by the User of this Agreement, the Agreement shall constitute an offer by the User, which shall be irrevocable. Should the User wish to cancel the Agreement before delivery and installation of the Equipment, the cancellation fee shall equal the sum of the first 12 (twelve) monthly rentals plus vat.
13) **USE OF GOODS**
13.1) The User shall always keep the goods in its possession and control and take reasonable care in the use of goods. At its own expense, the User shall maintain the goods in proper working order and keep them free from attachment, hypothec, or other legal charges or processes. The User shall not sell, let, loan, pledge, transfer, or otherwise encumber or alienate the goods in any way or permit any alien to arise in respect of the goods and shall not cede, assign, or delegate any of its rights or obligations in terms of this Agreement. The goods shall be operated at the User's cost and controlled only by properly trained, licensed, and qualified persons. The User shall comply with the manufacturer's specifications, instructions and recommendations for the operation, service, maintenance and/or repair of the goods or any part thereof.
13.2) The User may not materially or modify the goods. Any part or accessory added to the goods shall become the Hirer's property without compensation.
13.3) The User shall permit the Hirer or its representative to inspect the goods at reasonable times.
13.4) The User shall, at its own expense, apply for licenses, certificates, consents, or exemptions required for or in connection with the ownership or use of the goods.
13.5) The User admits and agrees that the goods are movable and installed so that the goods shall remain movable and that they shall under no circumstances accede to any property.
13.6) The User shall, if the User has complied with and can reasonably be expected to continue to comply with all the terms and conditions of this Agreement, have the right to upgrade the goods or any part thereof, subject to (a); The Hirer's or its cessionary's prior written consent thereto, and (b) compliance with such conditions as the Hirer or its cessionary may stipulate regarding such upgrade.
13.7) The goods shall only, with the Hirer's prior written consent, be removed from outside the boundaries of the Republic of South Africa.
14) **NOTIFICATION TO LANDLORD**
The goods will be kept at the installation address stated on this Agreement, and the User shall immediately notify the Hirer in writing of the address of any other premises to which the goods are moved. If the Goods are kept on premises which the User does not own, the User must notify the Hirer in writing of the name and address of the Owner or landlord of the premises and also notify the Owner or landlord in writing that the Hirer owns the goods. The User shall also notify the Hirer immediately of any changes that may occur from time to time in the leasehold or ownership of the premises upon which the goods may, from time to time be installed or kept. The User must obtain permission to install the goods on the premises referred to.
15) **ENTIRE AGREEMENT**
15.1) No relaxation or indulgence granted by the Hirer to the User shall be regarded as a renunciation of any of the Hirer's rights. It shall not in any way prevent the Hirer from enforcing such rights. This Agreement is the entire, complete Agreement between the parties. No agreement differing from the terms and conditions of this Agreement shall be of any force or effect unless it is in writing and signed by the parties to this Agreement.
15.2) Insofar as certain identification details are not known on the signature date, the Hirer is authorised to complete the schedule/s when such details become known, and the User agrees that details so completed shall be binding to the User.
16) **APPLICABLE LAW**
In all respects, this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
17) **JURISDICTION AND COSTS**
17.1) The User consents to the jurisdiction of the magistrate's court having jurisdiction over its person, irrespective of the amount is dispute. Should the Hirer choose to institute an action in any other court, the Hirer shall not be limited to recovering costs on the magistrate's court scale.
17.2) The User shall pay all costs, including but not limited to attorney and own client costs, and VAT, incurred by the Hirer arising from the User's breach of this Agreement.
18) **DOMICILE**
The User chooses domicile at the User's address as stated on this Agreement. The User may change its domicile by written handwritten notice or sent by registered post to the Hirer. Any notice delivered by hand or sent by registered post to the User's domicile shall be deemed received on the delivery date if delivered by hand or on the seventh day of posting if sent by registered post.
19) **CREDIT CONSENT**
The User consents to the Hirer or its cessionary/ies making enquiries about the User's credit record with any credit reference agency and any other party to confirm the details on this application. The Hirer or its cessionary/ies may also provide credit reference agencies with regular updates regarding how the User manages its account, including their failure to meet agreed terms and conditions. The User consents that credit reference agencies may, in turn, make the records and details available to other credit grantors. The Hirer or its cessionary/ies may also give this information to any person who, in its opinion, needs it to carry out any of the Hirer or its cessionary/ies rights or duties in terms of this Agreement or any law pertaining to the products the User has requested.
20) There will be a contract charge payable with the first rental payment.
21) **THE PROTECTION OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 ("POPIA")**
21.1) References to Hirer in this clause are references to the entities in the Hirer's and/or the cessionary's corporate Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws unless stated otherwise.
21.2) Hirer may, and the User expressly consents to the collecting and processing of the User's personal information by Hirer (which, for the purposes of this clause, includes special personal information) in order to provide and administer a combination of services which relate to User's asset finance facilities and/or other related financial services, monitor and analyse the User's information for credit, fraud, compliance and another risk-related purposes; carry out analyses to identify potential markets and trends; and develop new products and services.
21.3) The User now expressly consents that Hirer may: process personal information; disclose the User's personal information to any person who provides services to the Hirer or acts as the Hirer's agent or to whom the Hirer has transferred or proposes to transfer any of its rights and duties in respect of the User's finance facility (some of these persons may be located in countries outside of the Republic of South Africa); and share the User's personal information with the Hirer's service providers, locally and outside the Republic of South Africa, as necessary. Hirer herein agrees to request any such persons who provide services to the Hirer to agree to its privacy policies if they need access to any personal information to carry out their services.
21.4) The User acknowledges that: Hirer will at all times remain responsible for determining the purpose of and means for processing the User's personal information; Hirer is required by various laws, including the Financial Intelligence Centre Act 38 of 2001 (FICA) and the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS), to collect some of the User's personal information; without the User's personal information Hirer may be unable to open or continue to offer services to the User; and the Hirer is providing the User with the User's personal information voluntarily.
21.5) By accepting this Agreement and/or by utilising any Equipment offered by the Hirer, User acknowledges that to:
21.5.1) conclude and fulfill contractual terms or obligations owed to the User;
21.5.2) comply with obligations imposed by law; or
21.5.3) protect or pursue User, Hirer or a third party's legitimate interests, including offering Equipment that best meets User's needs; User's personal information may be processed through centralised functions and systems across entities in the Hirer's and the cessionary's corporate Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in the Hirer's and the cessionary's respective Privacy Notice.
21.6) Where it is necessary to obtain consent for processing outside of this privacy clause, Hirer will explicitly seek User consent separately.
21.7) User must be aware and fully understand how the Hirer may use personal information. Hirer has described the purposes of which the User's personal information may be used in the Hirer's respective Privacy Notices and sets out further information about accessing, correcting or objecting to the processing of personal information. Hirer strongly advises that the User read the respective Privacy Notices.
21.8) For this Agreement, the responsible party is the party with whom User is contracting, as well as other entities in Hirer's and the Cessionary's Group, listed in the applicable Privacy Notice as responsible parties. For the contact details of these responsible parties, please see the applicable Privacy Notice of the Hirer and the Cessionary.
21.9) Regarding 51(1)(3) of POPI, User has the right to object in the prescribed manner to the Hirer processing User's personal information. On receipt of an objection, Hirer will place a hold on any further processing until the cause of the objection has been resolved.
22) **GUARANTEE - TERMS AND CONDITIONS**
It is recommended that the Guarantor/s obtain independent legal advice to ensure that they understand their commitment in terms hereof and the potential consequence of their decision to bind themselves as Guarantor/s and co-principal debtors.
1) I/ We, the persons named as guarantor/s and co-principal debtor/s in the schedule, do now bind myself/ourselves jointly and serve and co-principal debtor a for the proper and punctual payment by the User to the Hirer or its cessionary/ies of all amounts whatsoever due and owing arising out of or incidental to the Master Rental Agreement above ("the Agreement") and the schedule/s thereto and all and any other indebtedness to Hirer, whether actual or contingent, present or future and howsoever arising (the "Guaranteed Obligations"); Unless stipulated otherwise, any reference to the Hirer herein shall be deemed to include anyone who takes transfer of the Hirer's right title and interest in and to the Agreement ("the cessionary/ies").
2) As a separate, additional, primary and continuing obligation, I/we indemnify Hirer, from and against all and any loss or damage incurred by Hirer as a result of or pursuant to any of the Guaranteed Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever, whether or not known to Hirer, the amount of such loss being the amount which Hirer would otherwise have been entitled to recover from the User in terms of the Agreement and the schedules thereto;
3) I/We undertake to pay the amounts referred in clause 1 and 2 above plus accrued unpaid interest (including any default interest) in terms of the Agreement and any other amounts owing to Hirer in terms of the Agreement and any schedules thereto at a rate of 6 (six) percent per annum above the prevailing publicly quoted base rate of interest per annum at which any one of Hirer's bankers will lend on overdraft ("prime").
4) If I/We acknowledge having received a copy of the Agreement and the schedules hereto and confirm I/ we am/are aware of the terms thereof;
5) I/We shall promptly provide Hirer with such information which is in my/our possession concerning me/us as Hirer may from time to time reasonably require;
6) I/We shall ensure that my/ our liabilities under this Guarantee will rank at least equal in point of priority and security with all such other present or future debts (both actual and contingent) which are secured to the same extent as such liabilities hereunder;
7) I/We renounce the benefits of excussion, division and cession of action, the nature and extent of which I/ we acknowledge myself/ourselves to be aware;
8) No extension of time or indulgence that may be granted to User in the Agreement at any time, nor any release of any other security or Guarantee shall in any way affect my/our liability hereunder;
9) I/We consent to the jurisdiction of the Magistrates Court provided Hirer shall be entitled to institute action in any division of the High Court of South Africa's jurisdiction and to recover legal costs on the High Court scale.
10) I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own client scale;
11) I/We choose as my/ our domicile for all purposes arising out of this Guarantee the address/es as set out below;
12) I/We indemnify and hold Hirer harmless against any claim arising out of or incidental to the Agreement, to its breach or its termination for any reason whatsoever
13) I/We warrant and represent that I/ we have received and will continue to receive adequate value f or the granting of this Guarantee;
14) I/ We agree that where it is contemplated that more or one person will sign as guarantor, I or any of us who may have signed as Guarantor shall be bound in jointly, irrespective of whether or not the other or others referred to will have executed this document or become bound in terms hereof.
15) I/We agree that no termination, cancellation, limitation, or variation of my/our obligations in terms of this Guarantee shall be of any force or effect unless it is in writing and signed by Hirer in terms of the Agreement.
16) I/We agree that no termination, cancellation, limitation, or variation of my/our obligations in this Guarantee shall be of any force or effect. The terms of clauses 11 and 19 of the Agreement shall apply equally to this Guarantee.

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