

1. Contract

- 1.1 These terms and conditions of sale of goods ("Contract") apply to all goods supplied via www.neowave.co.za ("Website") or directly by Neo Wave (Pty) Ltd, Neo Wave (Pty) Ltd herein ("Neo Wave (Pty) Ltd") whose registered office is at Office 10 Ground Floor, 158 Jan Smuts Offices, 9 Walters Street, Rosebank 2196, South Africa.
- 1.2 All references to "Customer" refer to the person or juristic person who the products are marketed or supplied to by Neo Wave (Pty) Ltd, including Dealers and Retail Customers.
- 1.3 This Contract will come into force between the Customer and Neo Wave (Pty) Ltd for the sale of any goods when Neo Wave (Pty) Ltd has –
 - 1.3.1 received the Customer's order ("Order") for the goods ("Goods"); and
 - 1.3.2 accepted the Order by issuing the Customer with a Proforma Invoice ("Proforma Invoice") or in the case where no Proforma Invoice is issued, a Tax Invoice ("Tax Invoice").
- 1.4 Once the above requirements have been met, there is a legally binding contract between the parties.
- 1.5 Neo Wave (Pty) Ltd reserves the right to vary or amend the terms of this Contract from time to time with regards to future sales. The Customer may request a free copy of the latest Contract from Neo Wave (Pty) Ltd.
- 1.6 On cancellation, month to month subscription will be charged 30 day cancellation fee.

2. Dealer and Retail customers

- 2.1 Customers who have applied and been accepted as registered dealers for Neo Wave (Pty) Ltd ("Dealers") will receive dealer prices.
- 2.2 All Customers who are not Dealers are considered to be Retail Customers ("Retail Customers") and retail prices will apply.

3. Prices and Availability of Goods

- 3.1 Prices displayed on the Website are Dealer price Excluding VAT and Retail price Including VAT.
- 3.2 Dealer pricing applies only to Registered Dealer Customers.
- 3.3 All prices are exclusive of delivery charges.
- 3.4 The images of the Goods on the Website are for illustrative purposes only and may differ from the actual Goods.

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- 3.5 The prices of the Goods are as per the Neo Wave (Pty) Ltd prices at the time of the Order or Quotation ("Quotation"), however prices are linked to the Rand - US Dollar exchange rate and are subject to change until date of Proforma Invoice or Tax Invoice, whichever is issued first.
- 3.6 The price payable by the Customer will be the price as at the date of the Tax Invoice, this price may differ to the price on the Website or Quotation due to the fluctuation in the exchange rate of the Rand.
- 3.7 The Goods are subject to availability of stock. If on receipt of the Order, the Goods the Customer has ordered are not available in stock, Neo Wave (Pty) Ltd will inform the Customer as soon as possible.
- 3.8 Availability of stock from third party affiliate suppliers may also affect the prices. Every effort is made to ensure that prices shown on the Website are accurate at the time the Customer places the Order. If an error is found, Neo Wave (Pty) Ltd will inform the Customer as soon as possible and offer the Customer the option of reconfirming the Order at the correct price, or cancelling the Order. If Neo Wave (Pty) Ltd does not receive an Order confirmation within 10 (ten) business days of informing the Customer of the error, the Order will be cancelled automatically. If the Customer cancels the Order, or if the Order is cancelled automatically due to the expiry of the 10 (ten) business day period, Neo Wave (Pty) Ltd will refund the Customer the price paid for the Goods, if any.
- 3.9 Neo Wave (Pty) Ltd has the right to change the prices of the Goods from time to time without prior notice to the Customer. Neo Wave (Pty) Ltd Company Registration 2012/195462/07 VAT Registration 4490269471

4. Placing of Orders

- 4.1 Neo Wave (Pty) Ltd will accept written (including via the Website) and verbal Orders. Neo Wave (Pty) Ltd will not be responsible for any errors or misunderstandings occasioned by the Customers' failure to place a written Order.
- 4.2 If telephone Orders are placed by the Customer, Neo Wave (Pty) Ltd may require such Orders to be confirmed in writing by the Customer, prior to acceptance thereof by Neo Wave (Pty) Ltd.
- 4.3 In the event that Goods are not collected within 1 (one) week of placement of the Order, Neo Wave (Pty) Ltd reserves the right to cancel the Order.

- 4.4 Orders for non-standard Goods ("Special Order Goods") (local or international) and Orders for large quantities of Goods will require the Customer to pay a 80% deposit of the estimated Order value to Neo Wave (Pty) Ltd.
- 4.5 In the event that the Customer cancels the Order for Special Order Goods or Order for large quantities at any time after acceptance thereof by Neo Wave (Pty) Ltd, Neo Wave (Pty) Ltd shall be entitled to charge the Customer a reasonable penalty fee. The penalty fee payable will be equivalent to 20% (twenty per cent) deposit paid.

5. Payment

- 5.1 Payment terms are strictly cash on delivery ("COD") unless a credit facility has been approved by Neo Wave (Pty) Ltd. Goods will only be released once payment has been received by Neo Wave (Pty) Ltd and reflects in our bank account.
- 5.2 For Customers with credit facilities authorised by Neo Wave (Pty) Ltd, payment is strictly 7 (seven) days from date of the statement ("Statement").
- 5.3 Payment can be made by electronic funds transfer ("EFT") directly into Neo Wave (Pty) Ltd's bank account. Cash will only be accepted in store. Credit Card payment is available at each branch.
- 5.4 Neo Wave (Pty) Ltd will provide the Customer with a Tax Invoice with delivery of the Goods.
- 5.5 The Customer shall not withhold payment or make set offs or deductions from any payment due by it for any reason whatsoever. No extension of payment of any nature will be granted unless reduced to writing and signed by the Customer and a duly authorised representative of Neo Wave (Pty) Ltd.
- 5.6 Neo Wave (Pty) Ltd shall have the right to suspend deliveries, refuse to accept Orders and exercise its rights in terms of clause GRANTING AND WITHDRAWAL OF CREDIT if any amount due by the Customer is unpaid or the Customer's credit limit is exceeded.
- 5.7 If any amount owed is not settled in full on due date or on demand, Neo Wave (Pty) Ltd is entitled to, without prejudice to any of its rights;
- 5.7.1 immediately institute action against the Customer;
- 5.7.2 hand the Customer over to its attorneys for collection of the outstanding debt, the Customer shall be liable for any legal costs incurred related to such collection; and/or
- 5.7.3 list the defaulting Customer as a defaulter with credit bureaux in line with Regulation 19(4) of the National Credit Act 34 of 2005.

5.8 Should any amount not be paid by the Customer on due date, the full outstanding amount in respect of all purchases by the Customer shall become due and payable, and the Customer shall be liable to pay interest in respect of amounts unpaid at the prime rate (prime rate shall be the variable interest rate calculated and charged from time to time by Nedbank Bank Limited to its most favoured corporate customers in respect of unsecured overdraft facilities, as certified by any manager or director of such bank, whose appointment need not be proved and whose certificate shall, save Distribution while any such credit limit is exceeded or any payment is overdue beyond the payment period set out above.

6.6 Where credit facilities of the Dealer have been withdrawn by Neo Wave (Pty) Ltd, the Dealer agrees to make payment on a COD basis.

7. Delivery

- 7.1 Goods will only be released once payment has been received by Neo Wave (Pty) Ltd and reflects in our bank account.
- 7.2 Any delivery note (copy or original) ("Delivery Note") signed by the Customer and/or its authorised representative and/or its nominated agent and held by Neo Wave (Pty) Ltd, shall be prima facie proof that delivery was made to the Customer.
- 7.3 The Customer must inspect the Goods on receipt and be satisfied that the Goods conform in all respects to the quality and quantity ordered and are free from any defects.
- 7.4 Upon receipt of the Goods the Customer will be asked to sign for the Goods received in good condition. If the package does not appear to be in good condition, or the Customer is unable to check the contents then please refuse the delivery. Failure to do so may affect any warranty claims that the Customer may make thereafter.
- 7.5 Neo Wave (Pty) Ltd reserves the right to charge delivery charges.
- 7.6 The Customer may elect to instruct the preferred third party courier as elected by Neo Wave (Pty) Ltd to deliver the Goods purchased, the delivery charges will be added to the Tax Invoice, alternatively the Customer may elect to instruct their own courier service for collection of the Goods and pay that courier directly. In either circumstance, the Customer indemnifies Neo Wave (Pty) Ltd against any claims of any nature whatsoever that may arise therefrom.

- 7.7 When authorising Neo Wave (Pty) Ltd to engage a Third Party Courier, the Customer understands and agrees that
- 7.7.1 the Customer and the preferred courier will be the parties to the Courier Service Agreement.
 - 7.7.2 the Customer is bound by the terms and conditions of the preferred courier available on request from Neo Wave (Pty) Ltd or from the courier directly.
 - 7.7.3 the Customer will be liable for the couriers' fees and same will be added to the Customer's invoice, and payment thereof is as per the existing, agreed payment terms with Neo Wave (Pty) Ltd.
- 7.8 All risk in the goods passes to the Customer when the Customer collects the goods from Neo Wave (Pty) Ltd. Should the Customer elect to use the preferred courier, Neo Wave (Pty) Ltd shall not be liable for any damage to, or loss of the goods once they leave the premises of Neo Wave (Pty) Ltd. All risk in the goods passes to the Customer once handed over to the preferred third party courier. An invoice, signed by the courier shall be proof that the order was collected by the courier on behalf of the Customer. The Customer hereby indemnifies Neo Wave (Pty) Ltd from any claims of any nature whatsoever that might arise from engaging the preferred courier's services, unless such claim arises as a result of gross negligence on the part of Neo Wave (Pty) Ltd.
- 7.9 When using the preferred courier,
- 7.9.1 limited insurance may be included but is not guaranteed. Please confirm with a Sales Consultant at the time of carriage. Though not compulsory, it is advisable that the Customer takes out additional insurance (making use of your own personal insurance company) for the goods valued in excess of any insured amount (if any), while in transit.
 - 7.9.2 Any complaints regarding damaged and/or missing goods will be made by the Customer to the couriers directly.
 - 7.9.3 The turn-around time given for delivery is an estimate and Neo Wave (Pty) Ltd can not be held liable should the courier not deliver on time.
 - 7.9.4 Delivery coverage areas may be adjusted from time-to-time by the preferred couriers. Neo Wave (Pty) Ltd Sales Consultants should be contacted to verify coverage.
 - 7.9.5 The preferred courier rates relevant to Neo Wave (Pty) Ltd per coverage area are available from our Sales Consultants.

- 7.10 Neo Wave (Pty) Ltd is entitled to engage a third party courier to transport Goods to or from the Customer on its behalf.
- 7.11 A delivery date is only an estimate as to when the Goods will be delivered, Neo Wave (Pty) Ltd does not guarantee that the Goods will be dispatched or delivered on any particular date and time, and the Customer shall have no claim against Neo Wave (Pty) Ltd in respect of any loss occasioned by any reasonable delay in dispatch or delivery of any Goods ordered, nor may the Customer cancel any Order by reason of such delay.
- 7.12 The Customer undertakes to grant access to Neo Wave (Pty) Ltd, its subcontractors and/or their respective employees to deliver the Goods ordered at such premises, and neither Neo Wave (Pty) Ltd, its subcontractors nor their respective employees shall be liable for any loss and/or damage caused, whether be negligence or otherwise, to any person and/or property, and/or consequential loss or damages arising from the entry and/or activities of Neo Wave (Pty) Ltd, its subcontractors and/or their respective employees, effecting delivery of the Goods ordered.
- 7.13 Neo Wave (Pty) Ltd shall be entitled to split the delivery of the Goods ordered in the quantities and on the dates it decides with the prior consent of the Customer, which consent shall not be unreasonably withheld.

8. Ownership and Risk

- 8.1 As stated above, all risk in the goods passes to the Customer when the Customer collects the goods from Neo Wave (Pty) Ltd. Should the Customer elect to use the preferred courier, Neo Wave (Pty) Ltd shall not be liable for any damage to, or loss of the goods once they leave the premises of Neo Wave (Pty) Ltd. All risk in the goods passes to the Customer once handed over to the preferred third party courier. An invoice, signed by the courier shall be proof that the order was collected by the courier on behalf of the Customer. The Customer hereby indemnifies Neo Wave (Pty) Ltd from any claims of any nature whatsoever that might arise from engaging the preferred courier's services, unless such claim arises as a result of gross negligence on the part of Neo Wave (Pty) Ltd.
- 8.2 Ownership in all Goods sold and delivered shall remain vested in Neo Wave (Pty) Ltd until the full purchase price has been paid.

9. Return of Goods

9.1 Return of Goods that did not match the Order

9.1.1 If the Goods do not match what was ordered, the Customer is requested to notify Neo Wave (Pty) Ltd as soon as possible after delivery and the Goods must be returned to Neo Wave (Pty) Ltd within 10 (ten) business days after delivery.

9.1.2 If the Goods are returned because they did not match what was ordered and the Goods are not in their original condition and repackaged in their original packaging, Neo Wave (Pty) Ltd may be entitled to charge a reasonable amount for use of the Goods during the time they were in the Customer's possession, any consumption or depletion of the Goods, or for necessary restoration costs to render the Goods fit for restocking.

9.2 Return of defective Goods

9.2.1 All Goods sold have a 1 (one) year warranty against defects. The Customer must keep their proof of purchase to verify the date of purchase. Please note that this warranty may fall away if the Goods have been altered contrary to instructions or after leaving the control of Neo Wave (Pty) Ltd.

9.2.2 If the Goods are returned within 1 (one) year of purchase, and has been proven to be defective by a Neowave technician, Neo Wave (Pty) Ltd, at its election, shall either replace, repair or refund the Goods.

9.2.3 Any Goods damaged due to power surges, black outs or lightning will not be exchanged under warranty.

9.2.4 A service fee of R150.00 will be charged for goods submitted for RMA and found to be without fault upon testing.

9.2.5 The Customer hereby agrees that any item under warranty returned for a repair may be sold by Neo Wave (Pty) Ltd to defray the cost of such repair if the item remains uncollected for a period of 30 (thirty) days after the repairs have been completed.

9.3 Return of unwanted Goods

9.3.1 Neo Wave (Pty) Ltd reserves the right to charge a handling fee of up to 20% (twenty per cent) of the value of the returned Goods in the event that a Customer cancels an Order and Neo Wave (Pty) Ltd accepts the return of unwanted Goods. Neo Wave (Pty) Ltd will only entertain such requests if made within 10 (ten) business days of delivery of the Goods.

10. Breach In the event of either party committing a breach of this Contract and failing to remedy such breach within 7 (seven) days of receipt of a written notice to this effect from the other party then the aggrieved party shall, be entitled to, without prejudice to any of its other rights in law, claim specific performance or to cancel this Contract forthwith upon written notice to the defaulting party, without prejudice to its right to recover any amounts that may be due to it in terms of this Contract and any loss or damage suffered as a consequence of the breach or the cancellation of this Contract.

11. Waiver and Indemnity

11.1 To the extent permitted by law, Neo Wave (Pty) Ltd shall not be liable to the Customer nor to any third party for any loss, claim, damage, injury or death of whatsoever nature, howsoever arising (including consequential or incidental loss) unless such loss, claim, damage, injury or death arises from gross negligence on the part of Neo Wave (Pty) Ltd.

11.2 The Customer shall not duplicate copyrighted material. In the event of the Customer duplicating copyrighted material, each attempt to do so will immediately render the full prevailing price in respect thereof payable to Neo Wave (Pty) Ltd.

12. Legal Proceedings

12.1 This Contract shall be governed and construed under and in accordance with the laws of the Republic of South Africa and Neo Wave (Pty) Ltd shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such court.

12.2 The delivery address provided by the Customer as reflected in the Order, Quotation, Proforma Invoice or Tax Invoice shall be the Customer's domicilium for all purposes in terms of this Contract for giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Contract. Neo Wave (Pty) Ltd chooses its domicilium address as Office 10 Ground Floor, 158 Jan Smuts Offices, 9 Walters Street, Rosebank 2196, South Africa.

12.3 A notice in terms of this Contract shall be presumed to have been duly given, if delivered by hand, on the date of delivery, if sent by post, 7 (seven) days after posting, if sent by facsimile, on the day that the facsimile is transmitted, if sent by email, the date of the "Read Receipt" notification.

13. General

- 13.1 This Contract represents the entire agreement between Neo Wave (Pty) Ltd and the Customer and shall govern all future contractual relationships between Neo Wave (Pty) Ltd and the Customer.
- 13.2 The terms of this Contract supersede all previous agreements between the parties, without prejudice to any securities or guarantees held by Neo Wave (Pty) Ltd.
- 13.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of this Contract, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of Neo Wave (Pty) Ltd.
- 13.4 No relaxation or indulgence granted to the Customer shall prejudice or be deemed to be a waiver of any Neo Wave (Pty) Ltd's rights in terms of this Contract.
- 13.5 The Customer shall not cede its rights nor assign its obligations under this Contract, unless prior permission is obtained from Neo Wave (Pty) Ltd.
- 13.6 Neo Wave (Pty) Ltd shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this Contract to any third party upon notice to the Customer. Should such cession of rights be to the detriment of the Customer, the Customer's permission shall be obtained.
- 13.7 The Customer undertakes to notify Neo Wave (Pty) Ltd within 7 (seven) days of any change of address or change of in director, shareholder, address or the information as set out in this Contract.
- 13.8 Each of the terms herein shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.
- 13.9 The Customer undertakes to inform Neo Wave (Pty) Ltd in writing at least 14 (fourteen) days prior to the intended selling or alienating of the whole of or any part of the Customer business and failure to do so will constitute a material breach of this Contract entitling Neo Wave (Pty) Ltd to cancel the Contract without further notice to the Customer.

14. Protection and Processing of Personal Information

- 14.1 The Customer understands that the personal information given to Neo Wave (Pty) Ltd is to be used for the purposes of assessing credit worthiness and in order to perform in terms of this Contract. The Customer confirms that the information given to Neo Wave (Pty) Ltd is accurate and complete. The Customer further agrees to update the information supplied as and when necessary in order to ensure the accuracy of the above information failing which Neo Wave (Pty) Ltd will not be liable for inaccuracies.

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14.2 Neo Wave (Pty) Ltd will not use the Customer's personal information for any purpose (other than as stated above) without the Customer's express consent. Neo Wave (Pty) Ltd will not use or disclose the Customer's personal information to third parties without the Customer's consent, unless the use or disclosure is –

14.2.1 required to carry out the performance of this Contract or any other agreement between the parties;

14.2.2 required in order to comply with applicable law, order of court or legal process; and/or

14.2.3 disclosure is necessary to protect and defend the legitimate interests of Neo Wave (Pty) Ltd.

14.3 Neo Wave (Pty) Ltd has the Customer's consent at all times to contact and request information from any persons, credit bureau or businesses to obtain any information relevant to the Customer's credit assessment, including but not limited to information regarding the amounts purchased from suppliers per month, length of time Customer has dealt with each supplier, type of Goods purchased and manner and time of payment.

14.4 The Customer agrees and understands that information given in confidence to Neo Wave (Pty) Ltd by a third party on the Customer will not be disclosed to the Customer.

14.5 The Customer hereby consents to and authorises Neo Wave (Pty) Ltd at all times to furnish credit information concerning the Customer's dealing with Neo Wave (Pty) Ltd to a credit bureau and to any third party seeking a trade reference regarding the Customer in his dealings with Neo Wave (Pty) Ltd.