Customer Application Form

Company Information

Complete the information below:

|  |  |  |
| --- | --- | --- |
| Company Name | | Click or tap here to enter text. |
| Registration No. | | Click or tap here to enter text. |
| Select Company Type Below:  Sole Proprietorship  Partnership  Close Corporation  Proprietary Limited | | |
| Other. If other, please stipulate details below: | | |
| Click or tap here to enter text. | | |
| Contact Name | | Click or tap here to enter text. |
| Contact Phone | | Click or tap here to enter text. |
| Contact E-mail | | Click or tap here to enter text. |
| Registered Physical Company Address | | Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Postal Address | Click or tap here to enter text. | |
| Click or tap here to enter text. | |
| Click or tap here to enter text. | |
| Click or tap here to enter text. | |
| Click or tap here to enter text. | |
| Click or tap here to enter text. | |
| VAT Number | Click or tap here to enter text. | |
| Commencement Date | Click or tap to enter a date. | |
| Company Website | Click or tap here to enter text. | |

Kindly indicate the contract term commensurate with the quotation signed below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Debit Order | | EFT | | COD | |
| Banking Details | | | | |
| Name of Account | Click or tap here to enter text. | | | |
| Account Type | Click or tap here to enter text. | | | |
| Bank Account Number | Click or tap here to enter text. | | | |
| Bank Branch | Click or tap here to enter text. | | | |
| Branch Code | Click or tap here to enter text. | | | |
| Date Account Opened | Click or tap to enter a date. | | | |
| Debit Order Authorised Person & Debit Order Date | | | | |
| Debit Order Authorised Person Full Name | | | Click or tap here to enter text. | |
| Debit Order Authorised Person Designation & Department | | | Click or tap here to enter text. | |
| Authorised Person Signature | | |  | |
| Debit Order Date | | | Choose an item. | |

Provide Two (2) Business / Trade References

|  |  |
| --- | --- |
| Reference One | |
| Company Name | Click or tap here to enter text. |
| Physical Address | Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Contact Person | Click or tap here to enter text. |
| Designation | Click or tap here to enter text. |
| Email | Click or tap here to enter text. |
| Cellphone Number | Click or tap here to enter text. |
| Type Of Account | Click or tap here to enter text. |

|  |  |
| --- | --- |
| Reference Two | |
| Company Name | Click or tap here to enter text. |
| Physical Address | Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Contact Person | Click or tap here to enter text. |
| Designation | Click or tap here to enter text. |
| Email | Click or tap here to enter text. |
| Cellphone Number | Click or tap here to enter text. |
| Type Of Account | Click or tap here to enter text. |

Application Company Documentation

Kindly attach these documents to your application form and place an “X” next those you attach.

|  |  |
| --- | --- |
| **1. VAT Registration Certificate (if applicable)** |  |
| **2. CK/CIPC Forms** |  |
| **3. BEE Certificate (if applicable)** |  |
| **4. Copy of signed and stamped letter by the bank confirming your banking details** |  |
| **5. ID Documents** |  |

The CUSTOMER hereby consents to MACROCOMM SMART SOLUTIONS (PTY) LTD conducting enquiries on CUSTOMER credit record with any credit reference agency and/or credit bureau and any other third party to verify any/or all of the information provided by the CUSTOMER.    **You hereby confirm:**

that you have read and understand the POPI Act Agreement, and the General Terms and Conditions, and Schedules attached to this Application and that you are authorized to act on behalf ofClick or tap here to enter text.. Click or tap here to enter text. is duly bound hereto.

|  |  |
| --- | --- |
| Full Name | Click or tap here to enter text. |
| Signature and Date |  |

|  |  |
| --- | --- |
| For Office Use Only | |
| Date Received From Customer | Click or tap to enter a date. | |

Business Development Manager Details

|  |  |  |  |
| --- | --- | --- | --- |
| Full Name | Click or tap here to enter text. | | |
| Cell Number | Click or tap here to enter text. | Email Address | Click or tap here to enter text. |
| Business Development Manager Signature | |  | |

1. Purpose of the Privacy Policy

The purpose is to outline the Macrocomm Group (Pty) Ltd policy regarding the protection of personal information in accordance with the Protection of Personal Information Act 4 of 2013 (“POPIA”) which regulates the processing of personal information. Macrocomm is committed to compliance with POPIA. This policy outlines:

* 1. The way information should be stored
  2. What care should be taken in working with this information
  3. When the information must be purged
  4. Allows for no deviation from these rules

1. Key Definitions
   1. "Data Subject" means each director of the Client and each shareholder of the Company that is a natural person. In the course of Macrocomm’s customer verification and credit vetting processes, we will collect, and process Personal Information related to Data Subjects.
      1. Macrocomm is committed to ensuring that any processing of Personal Information related to Data Subjects is limited to the express purposes of opening and management of an account for the Client and that such processing is compliant with POPIA.
   2. “Device Information” means data and/or information relating to a Smart IoT Device, Telemetry Device or Biometric System that includes (but not limited to):
      1. Equipment data, geocoded data or other particular data generated by our devices assigned to the person or company.
   3. "Customer” means any person, whether natural or juristic who makes use of any services provided by Macrocomm Group (Pty) Ltd and who’s information is retained by Macrocomm Group (Pty) Ltd for whatever reason.
   4. “Personal Information” means information relating to an identifiable, living, natural person and (where applicable) an identifiable, existing juristic person, including (but not limited to):
      1. Financial information related to a person, including information provided by the Customer, or information obtained from a Credit Bureaux or from CIPC (the Companies and Intellectual Property Commission);
      2. Any identifying number, symbol, email address, physical address, telephone number, location information, online identifier, biometric information, photograph or image or other particular assignment to the person; and/or
      3. The name, race, gender, marital status of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about that person
2. How We Use Device and Personal Information
   1. We collect, use and store device and personal information. This information is collected using the following technologies:
      1. “Cookies” are data files placed on your device or computer and often include an anonymous identifier.
      2. “Data sets” track actions recorded by our different devices and platforms to collect information including biometrics captured, utility resource usage, telemetry data, IP Addresses, browser type, geocoded addresses, screens accessed, data inputted into our platforms and systems, and date/time stamps to ensure that we can provide data analytics and insights.
   2. We may process device and personal information to enhance our customer’s experience of our products, services, and platforms, to ensure that the product and service offering subscribed to, such as data analytics on staff attendance at work or water and electricity usage, is enabled.
   3. The use of Macrocomm’s products and services, and platform means that Macrocomm is given permission to process the customer’s staff attendance and/or utility usage data and information to customise the experience and provide the customer with the relevant data analytics as per the product and service, and platform purchased.
3. Use of Personal Information for Account Opening and Management
   1. The Customer consents to the Company:
      1. performing a credit search on the Customer's record, as well as the record of Data Subjects, with one or more of the registered Credit Bureaux when assessing the Customer's Application for Credit (and at any other time in the Company's discretion);
      2. recording the existence of the Customer's account with any Credit Bureau; and/or
      3. recording and transmitting details of how the Customer has performed, and how the account is conducted by the Customer in meeting its obligations on the account.
   2. The Customer consents to the collection, processing and storage of Personal Information by the Company related to Data Subjects, for the purposes of both the opening and ongoing management of a customer account.
   3. The customer further consents to the use of the Data Subject’s information for the marketing of any other product under the Macrocomm Group (Pty) Ltd ownership that we think you may be interested in; as well as any information that may improve or develop the Customer’s experience with any Macrocomm Group (Pty) Ltd product. To do this, we may contact the Customer via SMS, email, telephone or post.
   4. If the Customer does not want to be contacted about the information specified in clause 4.3 above, they have the right to opt out at any time.
   5. The Customer represents that:
      1. the Company has obtained the consent from such person to the processing of Personal Information by Clients in the credit vetting process; and
      2. the processing of Personal Information by the Company is necessary for the legitimate interests of the Company in its credit vetting process.
   6. The Customer has taken reasonably practical steps to ensure that all Personal Information supplied to the Company is accurate, up to date, is not misleading and that it is complete in all respects.
   7. The Company undertakes:
      1. to act in accordance with POPIA in relation to the collection, processing and storing of Personal Information related to the Customer. The processing of Personal Information by the Company will be limited to the purposes set out herein and will not be excessive;
      2. not to disclose the Customer's Personal Information unless it is legally or contractually required or for its legitimate business purposes; and
      3. to use reasonable efforts in order to ensure that Personal Information relative to Data Subjects in its possession or processed on its behalf is:
         1. kept confidential;
         2. stored in a secure manner; and
         3. processed in terms of the provisions of POPIA, and are for the purposes for which the Company has been authorized;
         4. to take reasonable steps to identify risks associated with the processing of the Client's information and establish safeguards against any such identified risks; and
   8. to take reasonable steps to ensure that the Client is notified in the event of a breach of the confidentiality of the Clients Personal Information.
4. Retaining and Deleting Personal Information
   1. Device and personal information that we process for any purpose or purposes will not be kept for longer than is necessary for that purpose.
      1. We will retain your personal information for as long as it is legally required and when we are no longer legally required or have a legitimate purpose to retain it, we will either destroy it, desensitise it or anonymise it.
      2. Notwithstanding the other provisions of this policy, we may retain your personal information where such retention is necessary for compliance with a legal obligation to which we are subject or to protect your vital interests or the vital interests of another natural person.
      3. We may also de-identify your personal information that we have collected for the purposes described in this Privacy Notice. As a result, this Privacy Notice and Privacy Laws will generally not apply to our use of de-identified information. However, we will continue to safeguard this deidentified information.
5. Security of personal information
   1. The security of your device and personal information is important to us. We will take appropriate technical and organisational precautions to secure your personal information and to prevent the loss, misuse, unauthorised access, disclosure or alteration of your device and personal information.
   2. We will store all your device and personal information on secure servers, personal computers and mobile devices and in secure manual record-keeping systems.
   3. We use a range of physical, electronic, and other security measures to protect the security, confidentiality, and integrity of the personal information that we hold. For example:
      1. Access to our information systems is controlled through identity and access management controls.
      2. Employees and our contracted service providers are bound by internal information security policies and are required to keep information secure.
      3. All employees are required to complete training about privacy and information security.
      4. We regularly monitor and review our compliance with internal policies and industry best practice.
   4. You should ensure that all identified personnel passwords are not susceptible to being guessed, whether by a person or a computer programme. You are responsible for keeping the password that you use for accessing our products, services, and data analytics platform, confidential.
   5. You should ensure that only identified personnel have access to these products, services, and platforms
   6. We will not sell your device and personal information to other companies or organisations.
6. Disclosure of Device and Personal Information
   1. Macrocomm Group (Pty) Ltd is in the business of connected intelligence through Smart IoT Solutions that provide data analytics and insights for business to make informed decisions and to manage their daily business operations more efficiently.
   2. We will need to disclose device and personal information to our employees who require it to do their jobs. We ensure that they are aware of and take their confidentiality obligations seriously. They are contractually bound to keep all confidential information confidential.
   3. There may be situations where the law requires us to disclose personal information and data. In all other situations, we will not disclose personal information without notifying the data subject or the relevant parties and enabling owners of the device and personal information into object and consent.
7. Right to Change this Privacy Notice
   1. We may change or update this Privacy Notice. The latest version of this notice will be published on our website for you to view. Please review it regularly to make sure that you are comfortable with the content.
   2. The latest version will replace all earlier versions, unless otherwise specified.
8. Opt-Out Option
   1. Should you wish to opt out of any marketing from Macrocomm Group (Pty) Ltd, you may email [info@macrocomm.co.za](mailto:info@macrocomm.co.za) to indicate that you wish to opt out.
9. Complaints or Queries
   1. If you have any questions about this Privacy Notice or a complaint regarding the treatment of your privacy, you have the right to lodge a complaint with the Information Regulator if the Client is of the view that his/her rights in terms of POPIA have been breached. The contact details of the Information Regulator are:
   2. Telephone Number: 012 406 4818.
   3. Address: 33 Hoof Street Forum II, 3rd Floor  
      Braampark, Johannesburg, 2001.
   4. E-mail Address: complaints.lR@justice.gov.za / [info rg@justice.gov.za](mailto:info%20rg@justice.gov.za).
10. SIGNED FOR THE CUSTOMER

Full Name: Click or tap here to enter text.

The signatory warrants that he/she is duly authorised by the Customer to sign this agreement.

DATE: Click or tap to enter a date.

SIGNED FOR THE COMPANY

Full Name: Click or tap here to enter text.

The signatory warrants that he/she is duly authorised by the Company to sign this agreement.

DATE: Click or tap to enter a date.

SIGNED FOR THE CUSTOMER

Full Name: Click or tap here to enter text.

The signatory warrants that he/she is duly authorised by the Customer to sign this agreement.

DATE: Click or tap to enter a date.

SIGNED FOR THE COMPANY

Full Name: Click or tap here to enter text.

The signatory warrants that he/she is duly authorised by the Company to sign this agreement.

DATE: Click or tap to enter a date.

GENERAL TERMS AND CONDITIONS

1. GENERAL
   1. These General Sales Terms and Conditions shall apply to Products and related Services manufactured and/or provided by Macrocomm Smart Solutions (PTY) Ltd, a company organized and existing under the Laws of the Republic of South Africa (hereafter “MACROCOMM”) to a customer (hereafter the “PURCHASER”). Any proposal or form of proposal howsoever (hereafter the “Proposal”) made by MACROCOMM to the PURCHASER for its Products shall be governed by these General Sales Terms and Conditions which, unless expressly otherwise agreed in writing, shall prevail in the event of a discrepancy with any other written or oral agreement between MACROCOMM and the PURCHASER.
   2. The Proposal, including without limitation, commercial, technical and financial documents sent to the PURCHASER together with these General Sales Terms and Conditions, shall be valid for a period of thirty (30) days from the date of its issuance, unless extended by MACROCOMM by written notice to the PURCHASER.
   3. The PURCHASER’s written acceptance of the Proposal and/or the placement of an order in writing by the PURCHASER (hereafter the “Order”) shall be deemed the PURCHASER’s unconditional and irrevocable agreement to these General Sales Terms and Conditions and the waiver of the PURCHASER’s own purchase terms and conditions or any other similar document. The PURCHASER shall ensure that the terms of its Order and any applicable specification are complete and accurate.
   4. The Proposal may be subject to alteration and withdrawal by written notice by MACROCOMM to the PURCHASER at any time unless a contract arising therefrom (hereafter the “Contract”) has been executed in writing by the PURCHASER’s and MACROCOMM’s duly empowered representatives.
   5. If the PURCHASER accepts the Proposal with additions, modifications, qualifications or assumptions, such acceptance shall be considered a new offer by the PURCHASER. Any such new offer shall only be binding upon MACROCOMM if and to the extent it is accepted in writing by MACROCOMM. Whether the Order was preceded or not by a Proposal, the Contract shall not be deemed binding unless the PURCHASER has received written acceptance of the Order from MACROCOMM, both concerning the Order, and where applicable, the additions, modifications, qualifications or assumptions thereto (hereafter the “Order Acceptance”). In the event of a discrepancy between the Order and the Order Acceptance, the Order Acceptance shall prevail and determine the terms of the Contract. No Order may be cancelled or modified after the date of issuance of the Order Acceptance, except with the prior written approval of MACROCOMM and provided that all costs resulting therefrom shall be borne by the PURCHASER.
   6. The Contract shall consist of:
      1. an agreement signed by both parties and/or the Order and its Order Acceptance agreed upon by both parties, including, as the case may be, any complementary specific and/or special conditions of sale; and
      2. these General Sales Terms and Conditions, which form an integral part of the Contract.
   7. The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the PURCHASER purports to apply under any purchase order, confirmation of order, specification or other document).
   8. The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings (whether oral, in writing or any other form) between the parties. The PURCHASER acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of MACROCOMM which is not set out in the Contract. Nothing in this clause shall exclude or limit MACROCOMM's liability for fraudulent misrepresentation.
2. SERVICES
   1. MACROCOMM does not warrant that the PURCHASER will be able to successfully use the MACROCOMM Service for the intended use due to the fact that such use depends partly on circumstances beyond MACROCOMM’ reasonable control.
   2. Macrocomm reserves the right to change the look and feel of the MACROCOMM Service.
   3. The PURCHASER acknowledges that MACROCOMM collects, compiles, stores and uses, and generally processes aggregated and non-aggregated data and system usage information to maintain and improve the Service and Products, including for technical diagnostics, to detect fraud and abuse, to create reports and data, usage reports and for the creation of new Products.
   4. The PURCHASER grants MACROCOMM and its Affiliates an irrevocable, perpetual worldwide non-exclusive license to use data and system usage information supplied by it to MACROCOMM and anonymised data to enable MACROCOMM and its Affiliates to develop, provide, distribute, display, and maintain current and future versions and evolutions of the Service and new MACROCOMM or its Affiliates’ products and marketing communications and to make the same available, directly or indirectly (including via its Affiliates), to customers, distributors, resellers and end users, whether for their own use or for further distribution.
   5. The PURCHASER acknowledges and agrees that MACROCOMM is dependent on the performance of third parties providing services, and therefore cannot warrant: (i) that the Services will be available on a continuous basis and at any place within the Territory (for instance due to gaps in network coverage and to the fact that these providers reserve the right to suspend their services for maintenance purposes, for security reasons, under instruction of competent authorities etc.); or (ii) the speed at which the data will be transmitted.
   6. By accepting these Service Terms, the Client agrees to be bound by the Fair Use Policy. If the Client regularly uses the Service inappropriately and/or excessively and MACROCOMM believes this is affecting the Service MACROCOMM will notify the Client about this usage and will ask the Client to change or decrease this kind of usage. If the Client continues to use the Service inappropriately, MACROCOMM reserves the right to suspend (a part of) the Service or unilaterally terminate the Contract by providing written notice thereof to the Client.
3. DOCUMENTATION
   1. The weight, dimensions, size, performance and other specifications of the Products provided for in the technical or commercial documentation (hereafter the “Documentation”) of MACROCOMM are of an indicative nature only and are not contractually binding unless expressly indicated so by MACROCOMM in the Order Acceptance and / or provided in the Contract. This is not a sale by sample.
   2. The Documentation provided to the PURCHASER remains the exclusive property of MACROCOMM and may not be communicated, copied or reproduced by the PURCHASER without the prior written authorization of MACROCOMM.
   3. Subject to the terms of the Contract, the PURCHASER is granted a non-exclusive, non-transferable and non-assignable right to use the Documentation. The PURCHASER agrees to limit access to the Documentation to those employees who require such access in order to use the Products. The PURCHASER will not make available or disclose any information concerning the Documentation to any other person without the prior written consent of MACROCOMM. The obligations expressed in this provision shall remain binding upon the PURCHASER even after completion or termination of the Contract. The PURCHASER shall take all the same precautions to maintain the confidentiality of the Documentation as those employed to protect its own proprietary information.
4. TERMS OF SALE
   1. Unless otherwise agreed in writing, all sales of the Products between the parties are deemed concluded FCA (INCOTERMS 2010) MACROCOMM’s designated shipping point. Freight will be on a prepay and add basis, unless otherwise agreed in writing by an authorized signatory of MACROCOMM.
   2. The term “FCA” or any other term used to define the terms of sale provided for in the Contract shall be interpreted in accordance with the INCOTERMS 2010 published by the International Chamber of Commerce.
   3. The carrying out of operations at the request of the PURCHASER by MACROCOMM other than those required by the terms of sale established by the Contract shall in no way modify either the type of sale nor the content of the Contract, the request of the PURCHASER to carry out such operations necessarily implies that MACROCOMM will act in the name of and on behalf of the PURCHASER. Such operations and the resulting costs will be invoiced separately to the PURCHASER who agrees to pay MACROCOMM upon receipt of the relevant invoice. In particular, in the event of a sale “FCA”, MACROCOMM shall remain independent from the contract of carriage even when it may assist, in any manner whatsoever, in the activities of loading or storage to facilitate the task of the carrier.
   4. 4.4. MACROCOMM shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing. Risk of loss and damage to Products shall pass upon delivery thereof to PURCHASER’s carrier, FCA (INCOTERMS 2010) shipping point. Upon receipt of shipment, it shall be the responsibility of PURCHASER or the consignee receiving shipment to inspect the Products and secure written acknowledgement from delivering carrier for any shortages, loss, damage or nonconformance. PURCHASER shall notify MACROCOMM in writing within 5 (five) days of receipt of any shipment of any shortages, defects or non-conforming Products. In the event PURCHASER fails to notify MACROCOMM with such 5 (five) day period of any shortages, defects or non-conforming Products, the Products shall be deemed accepted.
   5. Upon approval of an application by MACROCOMM for credit (“Application”) and following a creditworthiness assessment by MACROCOMM, MACROCOMM may, in its sole discretion grant the PURCHASER a credit line and shall have the right to increase, decrease, or terminate the said credit privileges upon prior 30 (thirty) days prior written notice to the PURCHASER without having to give reasons therefore and subject always to applicable Laws. It being agreed that all Orders are subject to MACROCOMM’s approval.
   6. Limited private information may be disclosed from time to time and the PURCHASER consents to this private information being disclosed to independent third parties.
   7. MACROCOMM may require that the PURCHASER execute an unconditional guarantee, or a Letter of Credit in a form reasonably acceptable to MACROCOMM, or such other instrument as MACROCOMM in its sole discretion may deem necessary.
   8. Products are returnable only as provided herein, except to the extent that PURCHASER has additional statutory rights that cannot be limited or excluded by contract. Products otherwise shall be non-returnable and the prices shall be non-refundable. PURCHASER may only return erroneously shipped Products or Products that were damaged prior to shipment by MACROCOMM, may not be returned.
   9. Products damaged after shipment by MACROCOMM may not be returned.
   10. In order to be eligible to receive credit for returned Products PURCHASER must adhere to MACROCOMM’s then current returns processing guidelines. MACROCOMM reserves the right to charge a restocking fee for handling product that is erroneously returned.
   11. MACROCOMM’s sole liability for any returned Products will be acceptance of their return and issuance of credits pursuant to MACROCOMM’s then current returns processing guidelines. All the costs are to be borne by the PURCHASER.
   12. If PURCHASER desires to return any Products, PURCHASER must initiate a new Order for the replacement Products. All Products erroneously shipped by MACROCOMM must be returned with the original packaging intact (including manufacturer’s shrink wrap) and otherwise in unused, resalable condition.
   13. MACROCOMM reserves the right to charge a restocking fee for handling product that is erroneously returned.
5. DELIVERY
   1. Except in the event of provisions to the contrary included in the Order Acceptance and / or the Contract or otherwise agreed in writing, the delivery schedule shall be calculated from the last of the following dates:
      1. Receipt by MACROCOMM of all the information and data necessary for the fulfilment of the Order;
      2. Implementation of the financing, upon:
         1. receipt by MACROCOMM of a down-payment for the Order, and, as the case may be; and
         2. notification to MACROCOMM of the opening of the Documentary Credit and acceptance of its terms by MACROCOMM;
      3. Obtaining of any license or other official authorization necessary for the import or export of the Products.
   2. Upon the matters detailed in clause having taken place, any dates specified by MACROCOMM for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
   3. Prior to delivery, the Products will be preserved, packaged or crated in accordance with MACROCOMM’s usual standards.
   4. Subject to clause 8, the Products delivered in accordance with an Order are definitively transferred and may not be either returned or exchanged except in the event of a provision to the contrary.
   5. MACROCOMM reserves the right to make partial and/or anticipated deliveries with partial invoicing for the relevant amount. In particular, MACROCOMM reserves the right, for any given Order or Contract, to deliver quantities that may differ from the quantity ordered by the PURCHASER by up to ten percent (10%), more or less and the PURCHASER undertakes to pay the price corresponding to the quantity of Products effectively delivered by MACROCOMM within that tolerance.
   6. Should the delivery of the Products or any part thereof be postponed either at PURCHASER’s request or for any reason not attributable to MACROCOMM, MACROCOMM shall be entitled to store the Products or any part thereof at PURCHASER’s risks and expenses including without limitation the costs of storage and insurance. The date of storage shall be deemed to be the date of delivery. In such a case, MACROCOMM shall issue and sign a warehouse certificate discharging MACROCOMM of all liabilities incurred in connection with such storage.
   7. The quantity of any consignment of Products as recorded by MACROCOMM on dispatch from MACROCOMM's place of business shall be conclusive evidence of the quantity received by the PURCHASER on delivery unless the PURCHASER can provide conclusive evidence proving the contrary.
   8. Any liability of MACROCOMM for non-delivery of the Products shall be limited to either replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products at MACROCOMM’s discretion.
6. TRANSFER OF RISKS AND TITLE AND PRODUCT RESTRICTIONS
   1. Risk in the Products shall pass to the PURCHASER in accordance with the Incoterm elected for delivery thereof.
   2. In order to secure PURCHASER obligations under these terms and conditions, including its obligation to pay any amounts it owes to MACROCOMM when due, the PURCHASER grants to MACROCOMM a lien over all Products sold by MACROCOMM to the PURCHASER until all debt is expunged and settled.
   3. PURCHASER agrees to at all times adhere to and ensure compliance with any product restrictions or obligations policies established by MACROCOMM or product manufacturers from time to time.
   4. MACROCOMM’s Products are subject to international and local export control laws. Diversion or resale of MACROCOMM's Products to restricted destinations, parties or end-users without an appropriate export license is prohibited.
   5. Unless prior written consent from the MACROCOMM has been obtained by the PURCHASER, the PURCHASER shall only be permitted to use and/or re-sell Products purchased from the MACROCOMM in the county(ies) as authorized by MACROCOMM or the manufacturer(s) of the Products. Diversion or resale of the Products outside of the agreed territory is strictly prohibited and constitutes a breach of these terms and conditions.
   6. No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorised representative of both parties.
7. PRICE
   1. PURCHASER shall purchase Products in accordance with prices, as determined by MACROCOMM, that are prevailing at the time of shipment and which are freely available for PURCHASER to view on request.
   2. Except in the event of provisions to the contrary included in the Order Acceptance, the prices for the Products specified in the Proposal and Order Acceptance of MACROCOMM are fixed and firm for the Contract performance according to the terms and conditions herein contained.
   3. The prices hereunder set forth are quoted in South African Rands (ZAR), which will be the default invoicing and payment currency.
   4. All prices of Products and/or parts thereof to be delivered by MACROCOMM under the Contract are to be understood "FCA MACROCOMM premises”, according to the INCOTERMS 2010 of the International Chamber of Commerce.
   5. Without prejudice to the above-mentioned INCOTERMS, all prices hereunder are exclusive of all taxes, customs duties, levies and other charges whatsoever shall be at the exclusive charge of the PURCHASER.
   6. Except in the event of provisions to the contrary included in the Order Acceptance, all prices are valid for thirty (30) days starting with their date of issuance, unless extended by MACROCOMM by written notice to the PURCHASER.
8. INVOICING AND PAYMENT
   1. All invoices are to be paid 30 (thirty) days from the date of the invoice. Ownership of the Products shall remain with MACROCOMM until full payment is received for the Products.
   2. Queries arising from invoices must be raised within 7 (seven) working days from date of invoice. The parties shall use their best endeavors to resolve all disputed within the aforementioned 7-day period failing which this matter shall be disputed pursuant to this Contract. This being said, this dispute shall not in any manner create a defense to not pay all amounts due and payable.
   3. Early payment shall not result in the granting of any reduction in the price by MACROCOMM. No payment shall be deemed to have been received until MACROCOMM has received cleared funds.
   4. In the event PURCHASER fails to make any payment on the due date then, without prejudice to any other right or remedy available to MACROCOMM, MACROCOMM may, without limitation, (i) postpone the fulfilment of its own obligations until full payment of the sums due to MACROCOMM under the terms of the Contract; (ii) charge the PURCHASER interest on such sum from the due date for payment at the fixed rate of 10% accruing on a daily basis on the amount overdue until payment is made, whether before or after any judgment.
   5. Time for payment shall be of the essence. In the event of a payment delay by the PURCHASER, MACROCOMM may also require for any new delivery (regardless of the conditions that may have been agreed), payment prior to shipment or suspend or cancel any pending Contract or Order without incurring any liabilities whatsoever.
   6. MACROCOMM reserves the right to establish, at any time, a limit for outstanding credit in favour of the PURCHASER, and adapt the applicable payment periods accordingly.
   7. No discount will be accepted for advance payments except in case of prior written consent between the parties.
   8. All payments payable to MACROCOMM under the Contract shall become due immediately on its termination despite any other provision.
   9. The PURCHASER shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the PURCHASER has a valid court order requiring an amount equal to such deduction to be paid by MACROCOMM to the PURCHASER.
9. WARRANTY
   1. Subject to you complying with the remainder of these terms and conditions, MACROCOMM hereby warrants the Products to be free from defects in Materials and workmanship under normal use and service for a period of 12 (twelve) months from the date of delivery. The PURCHASER shall notify MACROCOMM of the defects in writing within 7 (seven) calendar days after the defects are discovered, and the notice shall thoroughly describe the conditions under which the defect has arisen in order to facilitate the diagnostic of the defect. The PURCHASER must retain the Products at its premises unless requested by MACROCOMM to return the Products to MACROCOMM. MACROCOMM will make arrangements with the PURCHASER for the Products to be evaluated. If the evaluation reveals a defect in the Products the defects of the Products returned by the PURCHASER will be made good at MACROCOMM’ s expense by repair or replacement at MACROCOMM’ s option. The property of the defective Products shall pass to MACROCOMM upon delivery of the replacement. Should a part no longer be available, it will be replaced with a part that most closely matches it.
   2. Transportation and insurance costs for defective parts returned to MACROCOMM shall be at the PURCHASER's charge. Transportation and insurance costs for parts replaced or repaired by MACROCOMM shall be at MACROCOMM’s charge. For the Products which have been replaced or repaired by MACROCOMM hereunder, MACROCOMM shall have the same liability as set out in this clause 9.2.
   3. The Products are provided “as is” and MACROCOMM’s warranty hereunder is strictly limited. MACROCOMM shall, to the extent permitted, pass through to PURCHASER such warranties as are provided to MACROCOMM for such Product for each product purchased by PURCHASER pursuant to these terms and conditions.
   4. THE MANUFACTURER’S WARRANTY PASSED THROUGH BY MACROCOMM TO PURCHASER HEREUNDER, IF ANY, SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED BY CONTRACT.
   5. For Products resold as is and components that MACROCOMM purchases from suppliers, MACROCOMM’s warranty is strictly limited to the terms granted to MACROCOMM by its suppliers.
   6. MACROCOMM does not and shall not warrant that the Products will be resistant to all possible attacks and shall not incur, and disclaims, any liability in this respect. Even if each Product is compliant with current security standards in force on the date of their design, the PURCHASER acknowledges that the resistance of the security mechanisms necessarily evolves according to the state of the art in security and notably under the emergence of new attacks. Under no circumstances, shall MACROCOMM be held liable for any third party actions or claims and, in particular, in case of any successful attack against systems or equipment’s incorporating the Products.
   7. The warranty in this clause and the rights and remedies of the PURCHASER hereunder are exclusive and in lieu of, and the PURCHASER hereby expressly waives, any other warranties, rights or remedies whether statutory, express or implied arising by law or otherwise with respect to any defects in or failures of the Products. In particular, MACROCOMM does not warrant that the Products will be resistant to all possible efforts to defeat or disable its functions, including its security mechanisms, and MACROCOMM shall not incur, and disclaims, any liability in this respect.

The above warranty shall apply only in as much as the Products have been used and maintained in compliance with MACROCOMM’s instructions for use.

1. LIABILITY
   1. The following provisions set out the entire financial liability of MACROCOMM (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the PURCHASER in respect of:
      1. any breach of these General Sales Terms and Conditions;
      2. any use made or resale by the PURCHASER of any of the Products, or of any product incorporating any of the Products; and
      3. any representation, statement or act or omission including negligence arising under or in connection with the Contract.
   2. All warranties, conditions and other terms implied by statute or common law (save to any exclusion in the applicable and appropriate Legislation) are, to the fullest extent permitted by law, excluded from the Contract.
   3. Nothing in these conditions excludes or limits the liability of MACROCOMM:
      1. for death or personal injury caused by MACROCOMM's negligence; or
      2. for any matter which it would be illegal for MACROCOMM to exclude or attempt to exclude its liability;
      3. for fraud or fraudulent misrepresentation.
   4. Subject to Clause 10.2, Clause 10.3 and Clause 10.8, MACROCOMM’s total liability in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall not exceed either:
      1. the price of the Product giving rise to the claim; or
      2. the total price actually paid to MACROCOMM under the Contract during the 1 (one) month preceding the event leading to the claim for damages by the PURCHASER, whichever is lesser.
   5. Subject to Clause 10.2, Clause 10.3 and Clause 10.8 to the maximum extent permitted by applicable law, MACROCOMM shall not be, in any case whatsoever, be liable to the PURCHASER, its officers, agents, employees, successors and/or assignees for:
      1. loss of profits; or
      2. loss of business; or
      3. depletion of goodwill and/or similar losses; or
      4. loss of anticipated savings; or
      5. loss of goods; or
      6. loss of contract; or
      7. loss of use; or
      8. loss of corruption of data or information; or
      9. any special, indirect, consequential, incidental or pure economic loss, costs, damages, charges or expenses of whatsoever kind or nature arising out or in connection with the Contract; or
      10. any loss, cost, damage, loss of revenue, loss of profit or loss of use, incurred or suffered by the PURCHASER or any third party resulting from a defect, infringement or alleged infringement, an incident, the failure of the Products and or any failure to perform according to the Contract even if MACROCOMM was advised of the possibility of such damages. The PURCHASER shall defend, indemnify, and hold MACROCOMM harmless from and against any claim based on such damage, loss or cost.
   6. Under no circumstances shall MACROCOMM be liable to the PURCHASER for any damages resulting from or arising out of any illegal and/or fraudulent use of the Products and by the PURCHASER, any third party or the end-user.
   7. By submitting this application, you authorize MACROCOMM to make inquiries into the banking and business/trade references that you have supplied. Should it be deemed that any misrepresentation occurred, such shall be deemed to be a material breach of this Contract and MACROCOMM reserves its rights accordingly.
   8. MACROCOMM SHALL HAVE NO LIABILITY FOR:
      1. failure to deliver Products within a specified time period; or
      2. availability and/or delays in delivery of Products; or
      3. discontinuation of Products, Product lines, or any part thereof; or
      4. cancellation of any orders.
   9. MACROCOMM SHALL HAVE NO DUTY to defend, indemnify or hold harmless PURCHASER, its affiliates or their respective customers from and against any claim, demand or cause of action, including any damages, costs or expenses incurred by PURCHASER, its affiliates or their respective customers in connection with, arising from or relating to actual or alleged product liability or violation or infringement of any patent, trademark, copyright or other intellectual property belonging to a third-party as a result of the use by the purchaser of the Products. PURCHASER, its affiliates’ and their respective customers’ sole and exclusive remedy relating to these terms and conditions and/or Products shall be the remedy, if any, afforded by the manufacturer of such Products to such parties, except as otherwise provided by statute. to the fullest extent permitted by law, PURCHASER waives any claims, demands, causes of action or recoveries for punitive, exemplary or consequential damages arising under these terms and conditions or otherwise with respect to the sale of the Products, including, without limitation, lost revenues or profits, consequential, special or incidental damages, injury to persons or property, business interruption or damage to business reputation, regardless of the theory upon which any claim may be based, and even if MACROCOMM has been advised of the possibility of such damages, including any delictual or statutory causes of action.
   10. The only liability MACROCOMM will have with respect to any damaged Products, defective Products, and/or Products erroneously shipped will be the return rights described herein. even if the Products fail of its essential purpose, in no event will MACROCOMM’S entire liability (in delict, contract, warranty, infringement or otherwise) to PURCHASER exceed the purchase price actually paid by PURCHASER for the Products that give rise to the dispute, or any defective portion thereof, whichever is the lesser amount, except to the extent that PURCHASER’s liability may not be limited or excluded in terms of any applicable consumer laws. This provision of the General Sales Terms and Conditions shall survive in perpetuity, unless otherwise permitted by law.
   11. The PURCHASER shall defend, indemnify, and hold harmless MACROCOMM, its affiliates and subsidiaries and each of their respective officers, directors, employees and agents from and against any and all claims, demands, proceedings, actions, liabilities, losses, damages, costs or expenses of any kind incurred or sustained as a result of, or arising out of, or relating to:
       1. any actions taken by MACROCOMM regarding the Products at the request of, and consistent with, instructions provided by PURCHASER; or
       2. any breach of these General Sales Terms and Conditions by, or acts or omissions of, PURCHASER or its employees, affiliates or agents; or
       3. the manner in which PURCHASER markets and sells the Products; or
       4. supply by PURCHASER of any Products for use in conjunction with or in relation to the Products; or
       5. any breach or alleged breach of any applicable laws or regulations relating to the storage, marketing or sale by PURCHASER of the Products and/or (vi) any aspect related to the Product and its use arising whatsoever, howsoever arising.
2. FORCE MAJEURE
   1. MACROCOMM shall not be in default if the performance of any of its obligations under the Contract is partly or wholly delayed or prevented by reason of Force Majeure.
   2. "Force Majeure" shall mean any event beyond the reasonable control of MACROCOMM such as, without limitation: Acts of God, governmental decision, embargo, war or national emergency, hostilities, act of the public enemy, terrorist attacks anywhere in the world, riot, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restriction, disturbances in supplies from normally reliable sources (including without limitation electricity, water, fuel and the like), strike (either at MACROCOMM or its suppliers or subcontractors), lock-out and labour disturbances(whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or delay from a supplier or subcontractor facing a case of force majeure as defined herein.
   3. In case of Force Majeure, MACROCOMM shall give notice of the event to the PURCHASER and the time schedule for the performance of the Contract shall be automatically extended by the period of time as reasonably necessary for MACROCOMM to overcome the consequences of such event.
   4. If the performance in whole or part of any MACROCOMM's obligation is delayed or prevented by reason of Force Majeure for a period exceeding three (3) months, MACROCOMM may at any time without further liability to the PURCHASER, request termination of the Contract or any part thereof. The parties will then try to establish by mutual agreement a liquidation settlement, failing which the provisions of clause 15 shall apply. However, Force Majeure shall not prevent or delay the payment of any sum due or to be due by either Party.
3. RE-EXPORTATION
   1. Should the Products be subject to export restrictions, thePURCHASER hereby undertakes not to sell, lend or deliver to anythird party under any conditions whatsoever, with or withoutcompensation, temporarily or permanently, the Products(including supplies and spares delivered in connection with theafter sales support), Documentation, operating manuals andInformation in any way whatsoever related to the Products,without the prior written consent of MACROCOMM and/or therelevant competent authorities.
4. CONFIDENTIALITY
   1. The information and data (hereafter the “Information”)contained in any document or support of Information supplied by MACROCOMM under the Proposal or the Contract shall remain MACROCOMM’s exclusive property along with all intellectual property rights (including but not limited to patent rights, copyrights, trademarks, designs) forming part of the Information.
   2. The PURCHASER shall keep the Information in strict confidence and shall not disclose any of the Information to any other person than the PURCHASER's employees who need to know such Information for the purposes stated in clause 13.1. Any other disclosure shall be subject to MACROCOMM’s prior written approval.
   3. The PURCHASER shall not make any use of the Information other than for the purpose of the Contract or, as the case may be, installing, operating and/or maintaining the Products.
5. INTELLECTUAL PROPERTY RIGHTS AND LICENSES
   1. No right, title or interest is transferred to the PURCHASERby the Contract in the names, trademarks, trade secrets, patents, pending patents, expertise, copyright and other Intellectual Property Rights relating to the Products In particular, to the extent that software is embedded in a Product, the sale of such Product shall not constitute the transfer of ownership rights or title in such software to PURCHASER, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to use by PURCHASER under MACROCOMM’s Intellectual Property Rights (i) for the use of such software in conjunction with and as embedded in the Products as supplied by MACROCOMM, and (ii) to use such Product in or in conjunction with Products of PURCHASER.
   2. MACROCOMM retains and shall retain full ownership of all Improvements, inventions, designs and processes made in respect of the Products and Material in the Products prior to or during the course of performance of this Contract and which results therefrom.
   3. The PURCHASER on its part warrants that any instructions for designs and processes furnished or given by it shall not be such as will cause MACROCOMM to infringe any Intellectual Property Rights in the performance of the Contract. The PURCHASER shall, in this respect, hold harmless and protect MACROCOMM in the same way as provided under sub-clauses 14.3 and 14.4.
   4. Should a court or an arbitrator finally establish that there has been an Intellectual Property Right infringement or should MACROCOMM consider that the Products could be the subject of a claim or suit for infringement, MACROCOMM may choose at its option one of the following solutions:
      1. to obtain the right for the PURCHASER to continue using the Products,
      2. to substitute equivalent Products for the infringing Products,
      3. to modify infringing Products so as to eliminate the infringement.
   5. Subject to Clause 10, the foregoing states the entire liability and warranty of MACROCOMM with respect to the infringement of any of any Intellectual Property Rights by the Products, or any part thereof.
6. APPLICABLE LAW AND SETTLEMENT OF DISPUTES
   1. The Proposal and the Contract shall be governed by andconstrued in accordance with the Laws of the Republic of South Africa, excluding its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sales of Goods (1980) shall be expressly excluded.
   2. The Gauteng High Courts shall have exclusive jurisdiction to resolve any and all disputes between the Parties arising out of or in connection with the existence, validity, construction, performance and/or termination of the Proposal and/or the Contract, which the Parties are unable to amicably resolve.
   3. A certificate issued by the financial manager of MACROCOMM (or his lawful assign) shall be sufficient proof to confirm the validity of amounts owing to MACROCOMM.
7. ASSIGNMENT
   1. Neither MACROCOMM nor the PURCHASER shall, withoutthe express prior written consent of the other (which consentshall not be unreasonably withheld) assign to any third party theContract or any part thereof, except that MACROCOMM shall be entitled to assign the Contract or any part thereof to (i) its Affiliates, any affiliated, group and/or sister company and, in particular, any monies due and payable to it under the Contract (ii)any third party in connection with a merger, sale ofsubstantially all of MACROCOMM’ s assets or a change of control.
8. DOMICILIUM CITANDI ET EXECUTANDI
   1. The parties choose as their *domicilia citandi et executandi* for all purposes under this Contract, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses: …………
      1. MACROCOMM

Block 1, Ground Floor  
Waterfall Point Business Park  
Crnr Waterfall and Woodmead Drives  
Midrand, 1688

* + 1. PURCHASER

Click or tap here to enter text.

* 1. Any party may by notice to any other party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that partyto another physical address or its e-mail address, provided that the change shall become effective *vis-à-vis* that addressee on the 10th (tenth) business day from the receipt of the notice by the addressee. Any notice to a party:
     1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 10th (tenth) business day after posting (unless the contrary is proved); or
     2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
     3. sent by e-mail to its chosen e-mail address stipulated in clause
  2. shall be deemed to have been received on the date of despatch (unless the contrary is proved).
  3. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

1. ANTI-BRIBERY AND CORRUPTION
   1. PURCHASER shall not give, offer or promise to give, or authorize the payment or giving directly or indirectly through any other person or firm, of any gift or thing of value to any person for the purpose of inducing or rewarding anyone to take or refrain from taking any action or exercising influence so as to confer improper advantage upon MACROCOMM or PURCHASER with respect to this Contract. This shall apply with respect to:
      1. any employee or official of any government, employee or official of any public international organization, any political party or official of such party, or any candidate for political office;
      2. any customer, representative or joint venture partner; and
      3. any other person, including employees of MACROCOMM and PURCHASER.
   2. PURCHASER shall provide documents and information to MACROCOMM, upon reasonable request, confirming PURCHASER’s compliance with this Contract, and shall allow MACROCOMM (or its representatives) to review at any time PURCHASER’s books and records with respect to the Products and Services.
   3. If PURCHASER violates any of this clause 18, MACROCOMM shall have the option to terminate this Contract, notwithstanding any other provision of the Contract to the contrary. Moreover, PURCHASER shall forfeit any commissions owed to it (if any) by MACROCOMM upon an admission or finding that PURCHASER has failed to comply with any of the terms of this Clause 18.
2. DEFINITIONS
   1. In these Terms, the following words and expressions shall,unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and cognate words and expressions shall bear corresponding meanings:
      1. “Affiliates” means legal entities owned or controlled directly or indirectly now or hereafter by MACROCOMM and a company organized under the laws of South Africa. For purposes of this definition “control” shall mean greater than 35% of the voting rights of such entity;
      2. “Application” means the document titled ‘Customer Application Form” for the sale of Products signed by or on behalf of the PURCHASER, and the annexures to that document;
      3. “Contract” means this agreement together with the Application, the General Sales Terms and Conditions and any annexures attached here to;
      4. “Commencement Date” means the date of signature of the Application by MACROCOMM;
      5. “Documentation” means the MACROCOMM Material and data and any other documents provided by MACROCOMM to the PURCHASER;
      6. “Improvements” means, in relation to any Product/Solution, all new or enhanced functionality, changes, modifications, improvements, developments or customizations;
      7. “Intellectual Property Rights” means all current and future intellectual property rights of any kind whatsoever and however embodied which may subsist or be capable of protection wherever in the world, including (without limitation) patents, trademarks, present and future rights of copyright, rights in and to designs, rights in and to inventions, topography rights, rights in and to trade secrets, rights in and to: trade names, business names, domain names and logos, the right to keep information confidential and private, rights in and to knowhow, rights in and to databases (including rights of extraction), and all rights and forms of protection of a similar nature or having equivalent effect to any of them which may subsist or be capable of protection as at the Commencement Date or thereafter wherever in the world, whether or not any of these is registered and including