



SCHEDULE 2

CONDITIONS OF SALE – END USER

All products/goods sold in terms of this agreement by Unique Technology Applications (PTY) LTD (the Company) are sold to the Purchaser subject to the following conditions, which conditions are hereby accepted by the Purchaser:

1. Unauthorized Warranties

The parties place on record that the product is duly warranted by the Company in terms of the Warrant as set out in “Schedule 3 – UTA Product Warranty” which is available from the Company.

2. General

- a) Company will take all reasonable actions to ensure that the products perform as advertised.
- b) The Company will provide reasonable support to the Purchaser subject and limited to the warranty provided.
- c) The purchaser acknowledges that the Company may not be the manufacturer of the goods sold.
- d) The Company is not responsible for any cost of transport of the products from the Company to the purchaser.
- e) All goods will stay the property of the Company until paid in full, in cash by the Purchaser, and the payment has been received by the Company.
- f) Products and information brochures of the Company may change from time to time in response to market demand and technology development.



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CONDITIONS OF SALE – END USER (continued)

- g) The purchaser agree that prior to ordering any product from The Company, he obtained all current information relating to the product and assessed that the product is fit for the purpose it is to be used for.
- h) The Company shall not be held liable in any way for loss, injury or damage- including consequential damage- arising out of delay or failure to make delivery of goods.
- i) When a product has been delivered to the carrier which is to transport the products to the purchaser, the goods will be deemed to have been delivered to the purchaser. All transportation cost, and the insurance of products in transit is the responsibility of the purchaser.

5. Payment

Unless otherwise stated in writing all transactions will be payed for on order.
The purchaser shall not be entitled to withhold payment or make any deduction from the price in respect of any alleged set-off or dispute.

6. Marketing

- a) The Purchaser is not allowed to reproduce, copy, remove, alter or use any trademarks, logo's, packages or any other design, functionality or a tribute of the Company's products, without the Company having agreed thereto in writing.



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CONDITIONS OF SALE – END USER (continued)

7. Arbitration

Any dispute, difference or question which may arise at any time hereafter between the Company and the purchaser touching the true construction of this agreement or the rights and liabilities of the parties hereto shall, unless otherwise herein expressly provided, be referred to the decision of a single arbitrator to be agreed upon between the parties, or, in default of agreement for 14 (FOURTEEN) days, to be appointed at the request of either party in accordance with, and subject to, the provisions of the Arbitration Act 42 of 1965 or any statutory modification or re-enactment thereof for the time being in force.

8. Indemnity

The Purchaser hereby indemnifies the Company against any or all claims for damages or otherwise in consequence of the clients use or misuse of the product, where such use or misuse is the result of any incorrect or misleading information supplied by a party other than the Company to its clients.