

TERMS AND CONDITIONS OF SALE

NOTICE

THIS IS A CLICK-WRAP AGREEMENT.

BY CLICKING THE ACCEPTANCE BUTTON YOU ARE CONSENTING TO BE A PARTY TO THIS AGREEMENT AND SHALL BE BOUND BY THE PROVISIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT CLICK THE ACCEPTANCE BUTTON AND LEAVE THE WEB PAGE/PLATFORM.

These terms and conditions of sale ("**Agreement**") apply to any transaction between Channels Medical Solutions (Pty) Ltd, Registration Number: 2015/447430/07 ("**Company**") and any third party ("**Customer**") in respect of the sale of Products, and the rendering of Services, offered by the Company.

This Agreement applies to transactions concluded at any physical location where the Company conducts its business as well as any online transactions performed on the website (www.channelsmedical.shop) or any other mobile/online platform owned or controlled by the Company.

1. DEFINITIONS

- 1.1. This Agreement, unless the context indicates a contrary intention, shall be interpreted in accordance with the following provisions. The following defined words and expressions, with capitalised first letters will bear the meanings assigned to them, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning:
- 1.1.1. Invoice Amount means the total price payable by the Customer to the Company, as stipulated in the invoice issued by the Company in response to an issued Sales Order Confirmation. The term shall include any interest and costs incurred by the Customer in terms of this Agreement;
- 1.1.2. Parties mean the Customer and the Company and the term "Party" shall refer to any one of them as the context may require;
- 1.1.3. Products mean the products made available by the Company for purchase in terms of this Agreement;
- 1.1.4. Service means any services rendered by the Company or its nominee, in terms of this Agreement, including installation, calibration, repair and/or training services in respect of particular Product;
- 1.1.5. Sales Order Confirmation means the Company's acceptance of an order placed by the Customer on the Company, stipulating the specific Product and the quantity of such Product and/or any Service ordered by the Customer, available for purchase, as contemplated in clause 4.

2. COMMENCEMENT & DURATION

- 2.1. This Agreement shall commence on the date the last Party signs or electronically accepts this Agreement and shall subsist indefinitely, unless terminated in accordance with the provisions of this Agreement.
- 2.2. This Agreement constitutes the terms upon which the Parties will engage with each other in future in respect of any order for Products or Services placed by the Customer on the Company from time to time.

3. CUSTOMER REGISTRATION

- 3.1. Customers are required to register with the Company in order to perform any transaction and the Customer accepts the provisions of this Agreement upon registration with the Company.
- 3.2. The Customer shall apply for registration by completing and submitting any registration documents prescribed by the Company from time to time either electronically or in hard copy ("**Registration Process**").

4. ORDERS & SALES ORDER CONFIRMATIONS

- 4.1. The Customer may, from time to time and on an ad hoc basis, place orders with the Company stipulating the specific Products and/or the Services required. The format and manner in which orders are placed on the Company may be determined by the Company from time to time.
- 4.2. Upon receipt of the Customer's order, the Company will consider the order and may issue a Sales Order Confirmation in respect of all or only some of the Products and/or Services requested, depending on the availability of stock and service personnel.
- 4.3. The Company is under no obligation to process the Customer's order or issue a corresponding Sales Order Confirmation. The format and specifications for issuing a Sales Order Confirmation as well as the manner in which Sales Order Confirmations are communicated to the Customer may be determined by the Company from time to time.
- 4.4. The Customer shall be bound to the Sales Order Confirmation and it shall be the responsibility of the Customer to verify the accuracy of the Sales Order Confirmation upon receipt thereof.
- 4.5. Any Sales Order Confirmation:
 - 4.5.1. Shall be subject to the terms and conditions of this Agreement, however in the event any provisions stipulated in the Sales Order Confirmation conflict with this Agreement, such provisions of the Sales Order Confirmation shall take precedence and prevail over the Agreement to the extent of such conflict; and
 - 4.5.2. May be subject to requirements such as the payment of a deposit, the lead times of suppliers or any other condition imposed by the Company; and
 - 4.5.3. Shall be deemed to have been concluded at the time and place upon which the Company issues the Sales Order Confirmation; and
 - 4.5.4. Shall constitute a separate agreement between the Customer and the Company on the terms of this Agreement. Accordingly, a Sales Order Confirmation may be cancelled without affecting this Agreement, but if this Agreement is terminated, all pending orders and Sales Order Confirmations shall terminate simultaneously with this Agreement.
- 4.6. In the event the Customer or the Company requires a variation of the Sales Order Confirmation, such variation shall be subject to agreement between the Parties and confirmation by the Company by written notice in the form of a revised Sales Order Confirmation. The Customer shall be required to verify the accuracy of such revised Sales Order Confirmation upon receipt thereof.
- 4.7. Notwithstanding the issued Sales Order Confirmation, the Company reserves the right to reject or revise a Sales Order Confirmations in the event of, *inter alia*, pricing errors, delays, the unavailability of stock, an increase in the cost of Products and/or Services or currency fluctuations in excess of 10% (ten percent) which occurs after the date of issuing the Sales Order Confirmation. Any revised Sales Order Confirmation shall require acceptance by the Customer or its authorised representative.

5. SERVICES

- 5.1. The installation, calibration, repair and/or training services, performed by the Company in respect of particular Product, shall be performed in terms of these general provisions, however any recurring

maintenance services performed by the Company in respect of particular Product shall be performed and regulated by a separate service level agreement entered into between the Parties ("**SLA**"). In the event any provisions stipulated in the Sales Order Confirmation or the SLA conflict with this Agreement, such provisions of the Sales Order Confirmation and/or SLA shall take precedence and prevail over the Agreement to the extent of such conflict.

- 5.2. The Company will render the Services to the Customer as set out in the issued Sales Order Confirmation or as may be agreed between the Parties from time to time in writing.
- 5.3. The performance of the Service shall be subject to the provisions of this Agreement.
- 5.4. The servicing and maintenance of Products is not included in the Invoice Amount unless specifically stipulated in the Sales Order Confirmation.
- 5.5. The Company makes no warranty or guarantee in respect of the Services whatsoever, including the suitability, service levels or turnaround times in respect of the Services.
- 5.6. The Company will endeavour to render the Services:
 - 5.6.1. With the degree of skill and workmanship that could reasonably be expected from an entity or person conducting the business of the Company;
 - 5.6.2. Within a reasonable time or within such time frames as may be agreed to between the Parties or otherwise stipulated in the Sales Order Confirmation. All time frames shall be approximations of the time required and shall not be binding on the Company. Failure by the Company to complete the Services within a given time frame will not constitute a breach of this Agreement or entitle the Customer to cancel a Sales Order Confirmation or this Agreement.
- 5.7. The Customer shall provide the Company with access to:
 - 5.7.1. The Customer's premises or the work site where the Services are to be rendered; and
 - 5.7.2. Any water, electricity or internet supply on the Customer's premises or the work site where the Services are to be rendered;as is necessary in order to render the Service successfully.

6. COLLECTION, DELIVERY, RISK & OWNERSHIP

- 6.1. When placing an order with the Company, the Customer may elect to collect the Product or have the Product delivered.
- 6.2. The Customer shall collect or accept delivery of the Product at the address stipulated on the Sales Order Confirmation or otherwise agreed upon between the Parties ("**Delivery Address**").
- 6.3. In the event the Customer or its nominee is to collect the Product:
 - 6.3.1. The Customer or its nominee shall collect the Product, at the Delivery Address, within 7 (seven) days of notification of availability of the Product at the Delivery Address ("**Collection Period**");
 - 6.3.2. All risk in the Product shall pass to the Customer when the Product is collected by the Customer or its nominee;
 - 6.3.3. Should the Customer fail to collect the Product within the Collection Period, all risk in the Product shall automatically pass to the Customer at 16:00 on the last day of such Collection Period and the Customer shall become liable to pay the Company the reasonable costs of storing, insuring and handling the Products until collection takes place by the Customer or its nominee at the Company's nominated place of storage.

- 6.4. In the event the Company is to deliver the Product:
- 6.4.1. The Company or its nominee shall deliver the Product, at the Delivery Address;
 - 6.4.2. All risk in the Product shall pass to the Customer when the Customer or its nominee accepts delivery of the Product;
 - 6.4.3. Should the Customer fail to take delivery of the Products at the Delivery Address after 2 (two) delivery attempts by the Company or its nominee, all risk in the Product shall automatically pass to the Customer at 16:00 on the day of the second delivery attempt and the Customer shall become liable to pay the Company the reasonable costs of storing, insuring and handling the Products until collection takes place by the Customer or its nominee at the Company's nominated place of storage.
- 6.5. Should the Customer or its nominee fail to collect or accept delivery of the Product and the Product remains uncollected at the Company's nominated place of storage after a period of 7 (seven) business days after written demand by the Company to the Customer to collect the Product, at the Company's nominated place of storage, the Company reserves the right to:
- 6.5.1. Cancel the whole or a portion of the Sales Order Confirmation; and/or
 - 6.5.2. Sell all or a portion of the Products and use the proceeds of such sale to settle all or the relevant portion of the amounts owed to the Company in terms of this clause. The Company shall tender payment, to the Customer, of the remaining balance of the proceeds in respect of such sale (if any).
- 6.6. Any delivery times stipulated in the Sales Order Confirmation or otherwise agreed upon between the Parties are estimates only and shall not entitle the Customer to cancel any Purchase Order (or this Agreement) and/or to claim any damages for failure by the Company to deliver within such delivery times. Time is not of the essence in respect of any sale in terms of this Agreement. The Company shall not be liable for any damages incurred as a result of late or cancelled deliveries.
- 6.7. The Company may affect delivery of any of the Products at different times and the Customer shall accept delivery in instalments where appropriate.
- 6.8. The Company shall be entitled to suspend any delivery while the Customer is in breach of this Agreement or any other contractual arrangement between the Company and the Customer.
- 6.9. Ownership of any Product shall transfer to the Customer upon payment of the total Invoice Amount to the Company.

7. PRODUCT INSURANCE

- 7.1. In respect of any Products in the possession or control of the Customer, where the Invoice Amount has not been paid in full, the Customer shall be obliged, at its cost, to take out and keep in force insurance cover over such Products. The total insured value of the Products shall be not less than the total Invoice Amount. The Company shall, at no cost to itself, be named as an additional insured in respect of the relevant insurance policy and the Customer shall, immediately upon demand, provide the Company with confirmation, to the Company's satisfaction, that such insurance is in place and all due premiums have been paid.

8. PRICE, INVOICE & PAYMENT

- 8.1. After issue of the Sales Order Confirmation, the Company shall issue an invoice in respect of the Products and/or Services stipulated in such Sales Order Confirmation.
- 8.2. The Invoice Amount is based on the Product and/or Service prices, transportation and travelling costs, insurance costs, currency exchange rates, duties, taxes and charges as at the date the Sales Order Confirmation is issued. Any fluctuation of such amounts from the Sales Order Confirmation date until the complete fulfilment of the contract shall be borne by the Customer.

- 8.3. The Customer shall pay the Company's invoice in accordance with the payment terms stipulated therein.
- 8.4. Payment shall be affected through any one of the payment platforms offered by the Company.
- 8.5. In the event the Customer elects a credit card payment method:
 - 8.5.1. Payments will be billed to the credit card nominated by the Customer during the Registration Process or elected at check-out;
 - 8.5.2. The Customer shall:
 - 8.5.2.1. Provide current, complete and accurate billing and credit card information;
 - 8.5.2.2. Provide the Company with updated valid billing information (such as billing address, card number and expiration date and any other information necessary to keep the Customer's billing information current, complete and accurate) as and when such information is updated or reasonably required by the Company;
 - 8.5.2.3. Promptly notify the Company if the nominated credit card is lost or stolen, or if the Customer becomes aware of a potential breach of security (such as an unauthorized disclosure or use of the credit card password/pin).
- 8.6. Notwithstanding anything to the contrary contained in this Agreement, in respect of any Sales Order Confirmation or invoice:
 - 8.6.1. Payment shall be made into any account nominated by the Company in writing from time to time;
 - 8.6.2. Payment shall be made free of deduction, demand, sett-off, bank charges or commission. The Customer shall not be entitled to withhold any sum payable to the Company or to make any deductions therefrom or to set any such sum off against any sum which is actually or allegedly owed to the Customer by the Company;
 - 8.6.3. All amounts due by the Customer to the Company shall be made directly to the Company;
 - 8.6.4. Should the Customer fail to make any payment timeously and in full, the Company shall be entitled at its sole discretion to withdraw or reverse any authorised discount or rebate;
 - 8.6.5. Payment may be allocated, at the Company's discretion, firstly to costs and fees incurred by the Company, then interest and thereafter to the principal debt;
 - 8.6.6. The Customer shall not be entitled to withhold payment in respect of the Products delivered and/or Services rendered by the Company, pending the resolution of any dispute, complaint or otherwise;
 - 8.6.7. Where the due date for payment falls on a day other than a business day, the amount shall be payable the following business day;
 - 8.6.8. Delivery of any Product or the rendering of any Service shall be subject to payment of the Invoice Amount in full unless the Customer has been granted credit facilities by the Company. Where the Customer has been granted such credit facilities, the Invoice Amount shall be paid on or before the expiry of the applicable deferment period;
 - 8.6.9. Any overdue amount shall bear interest at the maximum rate prescribed for incidental credit from time to time (currently 2% per month) and shall run from the date it becomes due until full settlement;

- 8.6.10. The Customer shall be liable for all costs incurred by the Company in collecting or enforcing payment of any amount due to it from the Customer, calculated on the attorney and own client scale.
- 8.7. Unless the contrary is agreed upon between the Parties in writing, all amounts due by the Customer to the Company shall be paid free of exchange in South African currency.
- 8.8. The nature and extent of any credit granted to the Customer, by the Company, including the credit facility itself, shall be in the Company's sole discretion, and the Company reserves the right to increase, decrease or withdraw or change the terms of a credit limit granted to the Customer at any time and for any reason.
- 8.9. The Customer hereby authorises the Customer's bank and credit bureaus to make the Customer's credit and related information available to the Company, and also authorises and consents to the Company drawing such credit and related information from any sources whatsoever regarding the Customer as it deems necessary, including information of the Customer's directors, members, partners and/or trustees.
- 8.10. In the event any amount is owed by the Customer to the Company, a certificate given under the hand of the Company's financial manager or its attorneys, at the time, whose authority to act need not be proved, shall constitute prima facie evidence of the balance outstanding at any time.
- 8.11. The Customer shall comply with all credit applications processes and regulations put in place by the Company from time to time.

9. PRODUCT & SERVICE WARRANTIES

- 9.1. The Customer accepts and agrees that the Company is an independent supplier and/or distributor of the Products and not the manufacturer thereof, or agent of the manufacturer.
- 9.2. In respect of any Product which carries a manufacturer's warranty:
- 9.2.1. The Company shall endeavour to communicate any manufacturer warranties and specifications in respect of the Products, but shall not be held liable for any loss suffered by the Customer arising from a failure to communicate such warranties or specifications to the Customer;
- 9.2.2. The Company shall not be held liable for any loss suffered by the Customer arising from changes to such Product warranties and specifications, or a failure to communicate such changes to the Customer;
- 9.2.3. Any claim or liability under such warranty falls against the manufacturer and not against the Company;
- 9.2.4. The Company does not make any representations, give any warranty or guarantee of any nature whatsoever in respect of the efficacy or suitability of such Products. All claims in this regard falls against the manufacturer and not against the Company;
- 9.2.5. Unless the contrary is communicated to the Customer, the Company shall facilitate all claims against the manufacturer's warranty and all claims must be directed to the Company;
- 9.2.6. The Customer shall inform the Company in writing within 7 (seven) days of becoming aware that the Product failed in respect of the warranty provided;
- 9.2.7. The Customer's claim shall be subject to the return of the relevant defective Product, together with all components, within 14 (fourteen) days of the Customer's notice contemplated directly above;

- 9.2.8. Any repair or replacement of a Product shall be subject to the manufacturer's discretion and the Company has no control in this regard;
 - 9.2.9. In the event the Product is repaired or replaced, the Company shall deliver such repaired or replacement Product to the Customer's nominated address;
 - 9.2.10. The Customer is liable for any shipping/delivery/collection charges in respect of any warranty claim, unless otherwise agreed upon between the Parties in writing.
- 9.3. Unless the Company provides an express written warranty or guarantee in respect of a Product or Service the Company does not make any representations, give any warranty or guarantee of any nature whatsoever in respect of the Products and/or Services and the Company shall not be liable under any circumstances whatsoever for any loss or damage arising out of the use of any Product, Service and/or any information, recommendation, advice, specification or other information furnished in respect of any Product and/or Service, whether furnished negligently or otherwise.
- 9.4. In respect of any Product and/or Service which carries the Company's warranty:
- 9.4.1. The details of such warranty is available on request by the Customer;
 - 9.4.2. The Customer shall inform the Company in writing within 7 (seven) days of becoming aware that the Product or Service failed in respect of the warranty provided and if it is found that such failure is covered by the Company warranty provided, then the Customer shall be entitled (at the option of the Company) to:
 - 9.4.2.1. The repair or replacement of the Product and/or rendering the Service again; or
 - 9.4.2.2. The repayment of the purchase price and delivery costs in respect of the Product and/or Service.
 - 9.4.3. The Customer's claim as contemplated directly above, shall be subject to the return of the relevant defective Product, together with all components, in and the original packaging within 14 (fourteen) days of the Customer's notice contemplated directly above;
 - 9.4.4. Any repair or replacement of a Product under warranty is subject to availability of the necessary accredited parts;
 - 9.4.5. In the event the Product is repaired or replaced, the Company shall deliver such repaired or replacement Product to the Customer's nominated address;
 - 9.4.6. The Customer is liable for any shipping/delivery/collection charges in respect of any warranty claim, unless otherwise agreed upon between the Parties in writing.
- 9.5. All warranties are immediately null and void should any Product:
- 9.5.1. Be tampered with, misused or abused;
 - 9.5.2. Be serviced, maintained or repaired by any unauthorised persons;
 - 9.5.3. Not be serviced or maintained strictly as per the manufacturers specifications;
 - 9.5.4. Be operated or used contrary to the manufacturer's specifications and parameters;
 - 9.5.5. Be used in any unlawful or illegal manner;
 - 9.5.6. Be fitted with any unauthorised components or parts or be subject to any unauthorised modification;

- 9.5.7. Be damaged by any means other than fair wear and tear, including damage by way of power surge, caused through lightening or irregular power supply, or damage by insect or vermin;
- 9.5.8. Should any tamper-proof seals on the equipment be broken or damaged.
- 9.6. Any warranty claims must be submitted to customers@channels.co.za. On receipt of the claim, and once verified, further advice and instructions will be issued by the Company for the resolution of the claim, the provision of a temporary replacement product (if applicable) as well as the delivery/collection of Products.
- 9.7. No warranty claims are valid, unless verified by the Company or the manufacturer and submitted within the warranty period, calculated from the original invoice date.
- 9.8. The provision of a temporary replacement product or unit, whilst the Customer's product is in for a warranty repair, is not guaranteed and is subject to the discretion of the Company or the manufacturer as well as availability of temporary replacement units.
- 9.9. The Company and the manufacturer, provides no guarantees regarding the turn-around time periods for the finalisation of warranty claims and in particular when warranty repaired products/units will be returned to, or available for collection by, the Customer.
- 9.10. The Customer is liable for any warranty part or repair service costs, where such costs are not specifically guaranteed in the warranty.
- 9.11. No Service or repair will carry any warranty unless the contrary is expressly stated.

10. APPLICATION OF THE CPA & ECTA

- 10.1. For the purpose of this clause, the term "**CPA**" means the Consumer Protection Act 68 of 2008 and the term "**ECTA**" means Electronic Communications and Transactions Act, 25 of 2002, read with the regulations promulgated in terms of such respective statutes.
- 10.2. In the event the CPA or the ECTA applies, the Company will provide the Customer with a credit, refund or replacement for Products and/or Services purchased from the Company in accordance with, and in instances required by, the CPA or the ECTA.

11. RETURN POLICY

- 11.1. The Customer warrants that it has studied the Product specifications before purchasing the Product and the Customer is satisfied that the product meets its requirements.
- 11.2. The Customer is entitled to cancel without reason and without penalty any transaction and any related credit agreement for the supply of:
 - 11.2.1. Products within 7 (seven) days after the date of the receipt of the Products; or
 - 11.2.2. Services within 7 (seven) days after the date of the conclusion of this Agreement.
- 11.3. The Company may levy the direct cost of returning the Products on the Customer.
- 11.4. If payment for the Products or Services has been effected prior to a consumer exercising a right to return as contemplated directly above, the Customer is entitled to a full refund of such payment, which refund must be made within 30 (thirty) days of the date of cancellation.
- 11.5. The Company holds a non-return and exchange policy and will not accept the return of, or refund the Customer in respect of any, Products or Service, or exchange such Product or Service for another unless:

- 11.5.1. Such Product is subject to a Company or manufacture warranty, or cooling-off right, allowing such return; or
 - 11.5.2. The Product is unsafe, defective; or
 - 11.5.3. The Product or Service has been delivered or rendered to the Customer in error and/or contrary to the relevant Sales Order Confirmation.
- 11.6. The Customer may not return any Product unless:
- 11.6.1. The Company consented in writing to such return;
 - 11.6.2. The Product and any packaging is in good condition;
 - 11.6.3. The Customer does so entirely at its own cost, to a destination nominated by the Company;
 - 11.6.4. If required to do so by the Company, the Customer pays the Company a handling fee equal to 10% (ten percent) of the Invoice Amount of the Products.
- 11.7. The Customer acknowledges that, due to the nature of the Products, the Company may refuse to accept the return of certain Products for reasons of public health or a public regulation prohibiting the return of such Products.

12. INDEMNITY

- 12.1. The Customer shall at all times whether during or after termination or expiry of this Agreement indemnify and keep the Company indemnified against all losses, claims, damages, liabilities and expenses (including all reasonable legal fees) resulting from any advice given, recommendations made, products sold or used or arising from the use of the Products and/or Services.

13. LIMITATION OF LIABILITY

- 13.1. The Company shall not be liable for any loss or damage whatsoever suffered by the Customer or any other person in the event of:
- 13.1.1. The late delivery of the Products or the Products failure to arrive at the destination;
 - 13.1.2. The late completion and/or failure to complete the Services at any given time;
 - 13.1.3. Any theft, loss, harm or damage in respect of the Products, arising from any cause whatsoever, while in transit, irrespective of who is responsible for delivery;
 - 13.1.4. Any theft, loss, harm, death or damage in respect of any personnel or property of the Customer at the Customer's premises arising out of the Services rendered or for any other reason whatsoever;
 - 13.1.5. Any theft, loss, harm, death or damage in respect of any personnel or property of the Customer at the Company's premises regardless of whether or not such personnel or property is present in order to collect Products or for any other reason whatsoever;
 - 13.1.6. Any loss, harm, death or damage suffered by the Customer or any other person as a result of any pre-existing latent defect in respect of the Customer's property.
- 13.2. The Company shall not be liable to the Customer or any other person for any loss of profit or other special damages or any consequential damages whatsoever arising out of any breach by the Company of any of its obligations under these conditions or out of any other cause whatsoever.

14. RESALE OF PRODUCTS

- 14.1. Products are provided for the Customer's use only and not for the purpose of resale or use for the benefit of a third party.
- 14.2. In the event the Customer resells, disposes, uses or applies any Products on behalf of any third party without the express prior written consent of the Company:
 - 14.2.1. Any warranties given by the Company in terms of this Agreement, in respect of such Products, shall forthwith and ipso facto cease and be of no force or effect;
 - 14.2.2. The Company shall not be liable to the Customer in respect of any claims of any nature whatsoever arising directly or indirectly, in respect of such Products;
 - 14.2.3. The Customer indemnifies the Company against any claims of any nature whatsoever which may be made against the Company by any third party arising directly or indirectly from any such resale, disposal, use or application of the Products and indemnifies the Company against all damages, losses, costs of expenses incurred by the Company in respect of any such claim.

15. WARRANTIES & ACKNOWLEDGMENTS

- 15.1. Each of the Parties hereby warrants in favour of the other that:
 - 15.1.1. It has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
 - 15.1.2. The natural person who signs and executes this Agreement on its behalf (where applicable) is validly and duly authorised to do so;
 - 15.1.3. This Agreement constitutes a valid and binding agreement on it and enforceable against it in accordance with the terms of this Agreement;
 - 15.1.4. The execution of this Agreement and the performance of its obligations hereunder does not and shall not:
 - 15.1.4.1. Contravene any law or regulation to which that Party is subject; or
 - 15.1.4.2. Contravene any provision of that Party's constitutional documents (where applicable); or
 - 15.1.4.3. Conflict with or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it.
 - 15.1.5. To the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
 - 15.1.6. It is not relying upon any statement or representation by or on behalf of any other party, except those expressly set forth in this Agreement;
 - 15.1.7. It has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so;
 - 15.1.8. All of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Party's intentions.
- 15.2. Each of the representations and warranties given by the Parties shall:

- 15.2.1. Be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement; and
- 15.2.2. Continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
- 15.2.3. *Prima facie* be deemed to be material and to be a material representation inducing the other Parties to enter into this Agreement.

16. ARBITRATION

- 16.1. The provisions of this clause are severable from the rest of this Agreement and shall remain in effect despite the termination or invalidity, for any reason, of this Agreement.
- 16.2. This provisions of this clause constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions.
- 16.3. For the purposes of this clause, the term “**Dispute**” includes any dispute arising out of or in connection with this Agreement and/or the interpretation and/or implementation and/or termination thereof.
- 16.4. Either Party shall be entitled at any time to demand, by written notice to the other (“**Dispute Notice**”), that a Dispute be submitted to the following dispute resolution procedure. Any Dispute shall in the first instance be referred to the Parties' senior executives for resolution and in the event of the Dispute not being resolved within 14 (fourteen) days (or longer as may be agreed in writing between the said executives) from the date of receipt of the Dispute Notice, the Dispute shall be referred to arbitration.
- 16.5. Any Dispute Notice given in terms of this clause shall clearly describe the Dispute as well as state the conditions under which the complaining Party will consider the Dispute resolved and, upon receipt of such notice, the Parties shall be bound thereto.
- 16.6. Subject to the provisions of this clause, an arbitration shall be held under the provisions of the arbitration laws for the time being in force in the South Africa and provided further that:
 - 16.6.1. The arbitrator shall be, if the question in issue is:
 - 16.6.1.1. Primarily an accounting matter, an independent practicing accountant of not less than 10 (ten) years standing;
 - 16.6.1.2. Primarily a legal matter, a practicing senior counsel or attorney of not less than 10 (ten) years standing;
 - 16.6.1.3. Any other matter, a competent independent person with the necessary expertise;agreed upon by the Parties to the Dispute, and failing such agreement within 3 (three) days after the date on which the arbitration is demanded, shall be appointed by the President for the time being of the Legal Practice Council of South African who may be requested by either Party to the Dispute to make that nomination at any time after the expiry of that 3 (three) day period;
 - 16.6.2. The Parties hereby agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for the purposes of an order to be made in terms of clause 19.6.8.3;
 - 16.6.3. The arbitration shall be held in Pretoria in accordance with the formalities and/or procedures settled by the arbitrator, and may be held in an informal and summary

manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery, or the strict rules of evidence;

16.6.4. Until such time that the arbitrator rules on an order as to costs, each party shall be liable for his own costs and the parties shall share the costs of the arbitrator, the arbitration venue, the recording and transcription services of the proceedings;

16.6.5. The arbitrator shall, in respect of the arbitration proceedings as well as the Dispute in general, be entitled to:

16.6.5.1. Investigate or cause to be investigated any matter, fact or thing which such arbitrator considers necessary or desirable in connection with the Dispute and for that purpose shall have the widest powers of investigating all the books and records of any party to the Dispute, and the right to take copies or make extracts there from and the right to have them produced and/or delivered at any reasonable place required by him for the aforesaid purposes;

16.6.5.2. Interview and question under oath any of the parties to the Dispute, and/or any director or officer of the parties;

16.6.5.3. Make a cost order that it deems fit in the circumstances;

16.6.5.4. Make such award, including an award for specific performance, and interdict, damages or a penalty of otherwise as the arbitrator, in its sole discretion may deem fit and appropriate.

16.6.6. The arbitration shall be held as quickly as possible after it is demanded with a view to being completed within 30 (thirty) days after it has been so demanded;

16.6.7. Immediately after the arbitrator has been agreed upon or nominated, any of the parties to the Dispute shall be entitled to call upon the arbitrator to determine a date and place when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held;

16.6.8. Any award that may be made by the arbitrator:

16.6.8.1. Shall be final and binding; and

16.6.8.2. Shall be carried into effect; and

16.6.8.3. May be made an order of any court to whose jurisdiction the Parties to the Dispute are subject.

16.7. The provisions of this arbitration clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

17. DOMICILIUM CITANDI ET EXECUTANDI

17.1. The Parties select as their respective domicilium citandi et executandi ("**Domicilium**") for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the following:

17.1.1. In respect of the Customer: As provided by the Customer in the Registration Process contemplated in clause 3;

17.1.2. In respect of the Company: CENTRAL PARK BUILDING 1
13 ESDORING NOOK HIGHVELD TECHNO PARK
CENTURION
GAUTENG

- 17.2. Each of the Parties will be entitled from time to time to vary its Domicilium by written notice to the other to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 17.3. Any notice addressed to a Party at its Domicilium may be sent by prepaid registered post, or delivered by hand, or sent by e-mail.
- 17.4. A notice will be presumed, unless the contrary is proved, to have been given:
- 17.4.1. If posted by prepaid registered post, 5 (five) days after the date of posting thereof;
 - 17.4.2. If hand delivered during business hours on a business day (any other day of the week excluding a Saturday, Sunday of public holiday), on the day of delivery;
 - 17.4.3. If sent by e-mail on the first business day (any other day of the week excluding a Saturday, Sunday of public holiday) following the date of sending of such e-mail.
- 17.5. 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.

18. GOVERNING LAW

- 18.1. The Parties agree that all matters arising out of or in connection with the interpretation, implementation, termination or cancellation of this Agreement shall be governed in accordance with the laws of force in the Republic of South Africa from time to time and the law of the Republic of South Africa shall be deemed for all purposes to be the proper law of this Agreement;

19. ARBITRATION

- 19.1. The provisions of this clause are severable from the rest of this Agreement and shall remain in effect despite the termination or invalidity, for any reason, of this Agreement.
- 19.2. This provisions of this clause constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions.
- 19.3. For the purposes of this clause, the term "**Dispute**" includes any dispute arising out of or in connection with this Agreement and/or the interpretation and/or implementation and/or termination thereof.
- 19.4. Either Party shall be entitled at any time to demand, by written notice to the other ("**Dispute Notice**"), that a Dispute be submitted to the following dispute resolution procedure. Any Dispute shall in the first instance be referred to the Parties' senior executives for resolution and in the event of the Dispute not being resolved within 14 (fourteen) days (or longer as may be agreed in writing between the said executives) from the date of receipt of the Dispute Notice, the Dispute shall be referred to arbitration.
- 19.5. Any Dispute Notice given in terms of this clause shall clearly describe the Dispute as well as state the conditions under which the complaining Party will consider the Dispute resolved and, upon receipt of such notice, the Parties shall be bound thereto.
- 19.6. Subject to the provisions of this clause, an arbitration shall be held under the provisions of the arbitration laws for the time being in force in the South Africa and provided further that:

- 19.6.1. The arbitrator shall be, if the question in issue is:
- 19.6.1.1. Primarily an accounting matter, an independent practicing accountant of not less than 10 (ten) years standing;
 - 19.6.1.2. Primarily a legal matter, a practicing senior counsel or attorney of not less than 10 (ten) years standing;
 - 19.6.1.3. Any other matter, a competent independent person with the necessary expertise;
- agreed upon by the Parties to the Dispute, and failing such agreement within 3 (three) days after the date on which the arbitration is demanded, shall be appointed by the President for the time being of the Law Society of South African who may be requested by either Party to the Dispute to make that nomination at any time after the expiry of that 3 (three) day period;
- 19.6.2. The Parties hereby agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for the purposes of an order to be made in terms of clause 19.6.8.3;
- 19.6.3. The arbitration shall be held in Pretoria in accordance with the formalities and/or procedures settled by the arbitrator, and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery, or the strict rules of evidence;
- 19.6.4. Until such time that the arbitrator rules on an order as to costs, each party shall be liable for his own costs and the parties shall share the costs of the arbitrator, the arbitration venue, the recording and transcription services of the proceedings;
- 19.6.5. The arbitrator shall, in respect of the arbitration proceedings as well as the Dispute in general, be entitled to:
- 19.6.5.1. Investigate or cause to be investigated any matter, fact or thing which such arbitrator considers necessary or desirable in connection with the Dispute and for that purpose shall have the widest powers of investigating all the books and records of any party to the Dispute, and the right to take copies or make extracts there from and the right to have them produced and/or delivered at any reasonable place required by him for the aforesaid purposes;
 - 19.6.5.2. Interview and question under oath any of the parties to the Dispute, and/or any director or officer of the parties;
 - 19.6.5.3. Make a cost order that it deems fit in the circumstances;
 - 19.6.5.4. Make such award, including an award for specific performance, and interdict, damages or a penalty of otherwise as the arbitrator, in its sole discretion may deem fit and appropriate.
- 19.6.6. The arbitration shall be held as quickly as possible after it is demanded with a view to being completed within 30 (thirty) days after it has been so demanded;
- 19.6.7. Immediately after the arbitrator has been agreed upon or nominated, any of the parties to the Dispute shall be entitled to call upon the arbitrator to determine a date and place when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held;
- 19.6.8. Any award that may be made by the arbitrator:

- 19.6.8.1. Shall be final and binding; and
- 19.6.8.2. Shall be carried into effect; and
- 19.6.8.3. May be made an order of any court to whose jurisdiction the Parties to the Dispute are subject.

19.7. The provisions of this arbitration clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

20. CUSTOMER DEFAULT

20.1. A Customer shall be in default in the event:

- 20.1.1. The Customer, being an individual, dies or is provisionally or finally sequestrated or surrenders his estate; or
- 20.1.2. The Customer, being a partnership dissolved; or
- 20.1.3. The Customer, being a Company placed under a provisional or final order of liquidation or judicial management; or
- 20.1.4. The Customer fails to comply with any term or condition of this Agreement and fail to remedy that breach, if capable of remedy, within 7 (seven) days after being called to do so;
- 20.1.5. The Customer gives notice to take steps to convene a meeting of its shareholders/directors, or takes any other steps, to adopt a resolution placing it in liquidation or under business rescue in either case, whether provisionally or finally;
- 20.1.6. The Customer enters into a compromise, composition or arrangement with its creditors generally, or any class thereof;

20.2. If the Customer fails to remedy such default (where capable of remedy) within the applicable grace period calling upon the Customer to do so, or if the event is not capable of remedy and the Company gives notice that such event has occurred and the Company is exercising its rights pursuant hereto, then:

- 20.2.1. The Customer shall forfeit any amount paid to the Company as a deposit and the Company shall be entitled, at its sole discretion, to apply such amount to recover any damages or loss suffered arising from such default, then to any costs and fees incurred by the Company, then interest incurred on the Customers principal debt and thereafter to settlement of the Customer's principal debt;
- 20.2.2. The Company may refuse to supply further Products and/or Services to the Customer;
- 20.2.3. The Company may demand return of any Products not paid in which event the Customer shall return the Products forthwith to the Company at the Customer's own cost and expense;
- 20.2.4. The Company may summarily cancel the Agreement, without prejudice to any rights which the Company may have and the Customer shall have no claim against the Company in respect of such cancellation and upon the cancellation of the Agreement the Company may repossess the Products if ownership has not been passed to the Customer in terms of the Agreement;
- 20.2.5. All the Customer's indebtedness to the Company (actual or contingent) will be due and payable immediately irrespective of any terms or conditions otherwise applicable to such indebtedness.

21. BREACH

- 21.1. If any Party is in default or fails to observe any of the provisions of this Agreement (“**Defaulting Party**”) and fails to remedy such default or failure within 7 (seven) days of having received written notification from the non-defaulting Party to do so, the non-defaulting Party shall, in addition to any other remedies available to it in law, be entitled to institute action against the Defaulting Party, claiming:
- 21.1.1. Cancellation of this Agreement with immediate effect; and/or
 - 21.1.2. Recover of any damages which it may have suffered; or
 - 21.1.3. Specific performance;
- 21.2. The Defaulting Party shall be liable for all costs and expenses (calculated on an attorney and own client scale) incurred as a result of or in connection with the Defaulting Party’s breach of this Agreement.

22. GENERAL

- 22.1. If any provision, in a definition or any annexure or document forming part of the Registration Process contemplated in clause 3, is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition and/or interpretation clause or the annexures, effect shall be given to it as if it was a substantive provision in the body of the Agreement.
- 22.2. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause.
- 22.3. The words “**including**”, “**such as**” and “**in particular**” shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding or subsequent word/s.
- 22.4. The words “**other**” or “**otherwise**” shall not be construed *eiusdem generis* (of or as the same kind) with any preceding words where a wider construction is possible and the *eiusdem generis*-rule shall not be applied in the interpretation of this Agreement.
- 22.5. References to a “**person**” shall include where the context so requires, an individual, firm, company, corporation, juristic person, local authority, and any trust, organisation, association or partnership, whether or not having separate legal personality.
- 22.6. The term “**day**” shall be construed as calendar days unless qualified by the word “**business**”, in which instance a “**business day**” will be any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
- 22.7. A reference to “**weeks**”, “**months**” or “**years**” shall, unless the contrary is expressly stated, be a reference to calendar weeks, months or years respectively and shall run from a specific day in a week / month / year to the day numerically corresponding to that day in the following week / month / year (subject to clause 22.8).
- 22.8. When any number of days is calculated, such calculation shall be done exclusively of the first day and inclusively of the last day.
- 22.9. Words importing:
- 22.9.1. Any one gender includes the other gender;
 - 22.9.2. The singular shall include the plural and vice versa;

- 22.9.3. Natural persons include juristic persons and vice versa.
- 22.10. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 22.11. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 22.12. The clause headings to this Agreement are for reference purposes only and do not bear upon the interpretation of the Agreement.
- 22.13. The rule that the agreement must be interpreted against the party that drew up the agreement (*contra proferentem*-rule) shall not apply in the interpretation of the Agreement and the parties record that the Agreement was the result of negotiations between them and that they had the right to obtain legal advice on the Agreement.
- 22.14. Each provision of this Agreement is separate and severable from the rest of the Agreement. Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction in which this Agreement operates shall be treated as *pro non scripto* (as if they had not been written), to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the Agreement.
- 22.15. The expiration or termination of this Agreement shall not affect the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which by necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 22.16. This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof.
- 22.17. No addition, variation, deletion, or agreed cancellation of any clause or provision of this Agreement or other document, expressly issued or executed pursuant to or in terms of this Agreement, and no waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement and no settlement of any disputes arising from this Agreement, shall be binding or of any force or effect unless in writing and signed by the Parties. Such force and effect shall only be to the extent expressly stipulated in writing.
- 22.18. No latitude, extension of time or other indulgence which may be given or allowed by any Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of such Party's rights in terms of or arising from this Agreement or estop or preclude any Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Any such latitude, extension, waiver or relaxation, delay or suspension which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.
- 22.19. Save as otherwise stipulated in this Agreement, neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by any Party without the prior written consent of the other Party.

23. SUPPLIER INFORMATION

Company Details	Channels Medical Solutions (Pty) Ltd, Registration Number: 2015/447430/07
Registered Address	Central Park Building 1, 13 Esdoring Nook Highveld Technopark, Centurion, Gauteng, 0169

Tel	+27 86 111 4028
Email	info@channels.co.za
Website	https://channels.co.za/
Business	Supplier of medical devices
Membership to a self-regulatory or accreditation body	SAHPRA (South African Health Products Regulatory Authority) - Medical Device License.

24. ELECTRONIC MEANS

- 24.1. This Agreement may also be entered into by electronic means by accepting the terms thereof electronically. Parties do not require advanced electronic signatures.