

A. EQUIPMENT RENTAL TERMS AND CONDITIONS

1. GRANT OF USE AND ENJOYMENT

- 1.1. KDS Direct hereby grants the use and enjoyment of the Equipment to the Customer, who hereby agrees to such use and enjoyment, subject to the provisions hereof.
- 1.2. Upon the signature by Customer of this agreement, this agreement shall constitute an offer by Customer to KDS Direct and which offer shall be irrevocable. Only upon signature by KDS Direct shall this agreement be binding on KDS Direct.
- 1.3. This agreement shall commence on the Commencement Date and shall continue a month-to-month basis until terminated by KDS Direct or the Customer on the giving of not less than thirty (30) days written notice of termination by any party to the other.

2. PAYMENT FOR USE AND ENJOYMENT

- 2.1. Customer shall pay KDS Direct as specified in this agreement, (a) the Installation Fee which shall be due on the Commencement Date and, (b) in respect of the Monthly Rental, the first payment which will be due on the commencement date and thereafter on the first day of each month until termination of the contract.
- 2.2. The Monthly Rental Charge shall annually, on anniversary of the Commencement Date, escalate by an amount equal to 10% of the Monthly Equipment Rental charge payable during the last month of the previous period.
- 2.3. Customer shall consent to all payments due, except the Installation Fee and first month's rental which will be as stipulated by KDS Direct, being collected by KDS Direct via a debit order, monthly in advance.
- 2.4. Customer shall not be entitled to withhold payment in terms of this agreement for any reason whatsoever.

3. USE AND ENJOYMENT OF EQUIPMENT

- 3.1. Customer acknowledges having satisfied itself as to its good condition and serviceability.
- 3.2. Customer shall look after and care for the Equipment in a proper, diligent, and careful manner and subject to any instructions issued by KDS Direct.
- 3.3. Customer shall not interfere with or allow any interference with any identification which may be affixed to the Equipment by KDS Direct, and Customer shall not make any alterations to the Equipment.
- 3.4. Customer shall permit KDS Direct to have access to and to inspect the Equipment at all reasonable times.
- 3.5. KDS Direct, shall not under any circumstances be liable to Customer in respect of any damage to person or property of whatever nature and however arising, whether direct or consequential or special, or general, resulting from the use of the Equipment.
- 3.6. All risk in the Equipment shall pass to Customer on the date on which Customer takes delivery thereof and shall remain with Customer until Customer has returned the Equipment.
- 3.7. Customer shall not permit the Equipment to be used by any unqualified operator or in any other manner contrary to the law or the terms and conditions of manufacturer specifications or this agreement.
- 3.8. KDS Direct shall insure the Equipment against all insurable risks which cost is included in the total monthly rental.
- 3.9. Customer shall advise KDS Direct immediately of any loss of or damage to the Equipment and Customer shall make good at its own expense any damage caused to the Equipment because of negligence of Customer or its employees.
- 3.10. In the event of the Equipment being lost, stolen, or in the opinion of KDS Direct, damaged beyond economical repair, this agreement shall terminate.
- 3.11. Customer shall advise KDS Direct of any intended change in the location of Customer's premises at least thirty days prior to any such change and not remove or allow the Equipment to be removed from Customer's premises without prior written permission of KDS Direct. Such permission may be granted subject to the requirement that the Equipment be moved at Customer's expense by KDS Direct who shall require fourteen days written notice thereof.
- 3.12. It is expressly agreed that the Equipment shall always be and remain the sole and absolute property of KDS Direct. At no stage during the period of this agreement or thereafter will Customer or any person on its behalf acquire ownership of the Equipment in terms of this agreement.
- 3.13. On the termination of this agreement, for any reason whatsoever, the Equipment shall be returned to KDS Direct in the same condition as existed at the Commencement Date, fair wear and tear excepted. Customer or any person on its behalf, shall not after termination of this agreement be entitled to retain the possession, use or enjoyment of the Equipment.
- 3.14. Customer warrants to KDS Direct, that all information supplied to KDS Direct by Customer or anyone on its behalf concerning Customer's business in whatever form is true and correct in all material respects.
- 3.15. Customer consents to KDS Direct making enquiries about Customer's credit record with any credit reference agency and any other party when assessing Customer's application.

B. SERVICE TERMS AND CONDITIONS

4. PAYMENT, USE AND ENJOYMENT

- 4.1. Customer shall, where required and in such manner advise KDS Direct of the meter readings on the Equipment on the twentieth day of each calendar month or on such day as the KDS Direct may stipulate for the full duration of this agreement.
- 4.2. Customer shall pay KDS Direct as specified in this agreement in respect of the Service Charges via debit order.
- 4.3. Customer shall ensure that all repairs and services in respect of the Equipment shall be rendered only by KDS Director its nominated agent.
- 4.4. Service Charges includes the cost of maintenance of the Equipment by the Service Provider during the continuance of this agreement. The cost of maintenance includes routine maintenance and or callouts; repairs and parts necessitated by normal wear and tear; toner and travel within a fifty-kilometre radius. Travel more than a radius of fifty kilometres shall be charged at the cost per kilometre for medium cars as prescribed from time to time by the Automobile Association of South Africa. Any repair, maintenance and/or travel undertaken outside of normal working hours shall be additionally charged by the Service Provider at its standard labour rates current at the time.
- 4.5. Customer shall only use consumables supplied by KDS Direct or its nominated agent and Customer shall use only paper approved by the Service Provider.

C. GENERAL TERMS AND CONDITIONS

5. BREACH

- 5.1. Customer shall be deemed to have breached the provisions of this agreement should Customer fail to make any payment due in terms of this agreement on due date thereof; or do any act or thing which may prejudice KDS Directs rights in and to this agreement and/or Equipment; or have made misrepresentations to KDS Direct in connection with this agreement or any matter relevant thereto, or commit any other breach of its obligations in terms of this agreement which breach shall be deemed to be a material breach.
- 5.2. Should Customer be deemed in terms of clause 5.1 to have breached any of these provisions of this agreement KDS Direct shall, without prejudice to any other rights which it might have against Customer, be entitled to cancel this agreement; retake possession of the Equipment; recover from Customer all amounts due/or in arrears as at the date of cancellation.
- 5.3. All costs and expenses incurred by KDS Direct in recovering the Equipment from the Customer because of Customer's non-compliance with any provision of this agreement and/or all legal expenses incurred by KDS Direct in cancelling this agreement and recovering the equipment shall be borne by Customer.

6. GOVERNING LAW

- 6.1. This agreement shall in all matters be governed and construed in accordance with the laws prevailing in the Republic of South Africa and customer consents to the jurisdiction of any competent Magistrates Court in respect of any action to be instituted against the Customer

7. WAIVER OF RIGHTS

- 7.1. Any latitude or extension of time which may be allowed by KDS Direct to Customer in respect of any payment or other performance provided for in this agreement, or any other indulgence which may be extended by KDS Direct to Customer, shall not prejudice any of KDS Direct rights under this agreement or operate as a waiver or novation of such right. No latitude or indulgence by KDS Direct shall be of any force or effect unless reduced to writing and signed by both KDS Direct and Customer.

8. ENTIRE AGREEMENT

- 8.1. This is the entire agreement between the parties relating to the Equipment and the Service Charge. The parties acknowledge that there are no oral or collateral agreements which in any way vary or modify this agreement or suspend the operation of the same.

9. INCOMPLETE DETAILS

9.1. Insofar as all required identification details of the Equipment are not known at the Commencement Date, KDS Direct is authorised to complete such details on the Rental and Services Agreement when they become known, and Customer agrees that the details so completed will form a binding part of this Rental and Services Agreement.

10. DOMICILIUM CITANDI ET EXECUTANDI

10.1. The Customer and KDS Direct select domicilium citandi et executandi for all purposes hereunder at the address indicated in the definition schedule to this Rental and Services Agreement.

11. MACHINE SWAP-OUT

11.1. KDS Direct reserves the right to replace the equipment, if repairs cannot be done, and does not impact on the obligations of the rental contract.

12. PROTECTION OF PERSONAL INFORMATION ACT

12.1 You confirm that you agree on your behalf and on behalf of your directors, shareholders, members, partners and associates that we are entitled, at any time, to communicate with any person to obtain and provide any information relating to your payment behaviour, creditworthiness or defaults and you consent to us sharing such information with third parties including its associates, credit bureau and funders for any purpose as contemplated in the Protection of Personal Information Act.

12.2 You acknowledge that your guarantor/s are entitled in law to obtain your confidential financial information and you hereby consent to us to providing the guarantee/ies with your confidential financial information.

12.3 You agree that we may:

12.3.1 Make enquiries to confirm and verify any information you provided in your application.

12.3.2 Seek information from any credit bureau when assessing your application and at any time.

12.4 You acknowledge and expressly consent that we may:

12.4.1 Verify information you provided to us and generally make whatever enquiries we deem necessary from any source whatsoever.

12.4.2 Process your personal information to conclude the Agreement with you and for purposes of providing services to you.

12.4.3 Process and disclose your personal information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities.

12.4.4 Process and report on your personal information to comply with an obligation imposed by applicable laws on us.