

STANDARD TERMS AND CONDITIONS

The following general terms and conditions apply to this quotation:

Offer

Evaluate Assessment Solutions (Proprietary) Limited (hereinafter "EAS") hereby offers for sale the goods and/or services covered by this Quotation, and the sale of any such goods and/or services shall be subject to the terms and conditions contained herein, which supersede and replace all prior terms, conditions, proposals or quotations exchanged by the parties. In the event that EAS is not notified of the buyer's acceptance within 30 days, this Quotation shall lapse and be considered null and void. However, notwithstanding the foregoing, buyer's acceptance of any shipment covered by this Quotation shall conclusively constitute the buyer's acceptance of the terms contained herein.

Validity

Please note that prices quoted are subject to exchange rate fluctuations. This quotation is accordingly subject to the ruling exchange rate on the date of order and the quotation may vary accordingly.

This quotation is supplied errors and omissions excluded (E & OE).

Availability

Where applicable, availability of the goods quoted for is subject to availability from the South African distributors of these goods.

Invoicing

Value-Added Tax Invoices will be raised for the hardware, software licenses and annual support at the point of shipment. Value-Added Tax Invoices will be raised for implementation services and training at the point of booking. Orders with multiple destinations may be subject to additional charge. All invoices will be subject to the terms and conditions hereof unless specifically stated otherwise. In the event of a conflict between the terms of any invoice raised hereunder and this Quotation, the terms hereof shall prevail.

Payment and VAT

All invoices are due for payment on receipt of goods or services, unless specifically agreed to the contrary, or specified otherwise herein. All prices are exclusive of Value added Tax, unless specifically shown to the contrary. Past due accounts will be subject to finance charges of 1-1/2% per month on the overdue balances.

Credit

Should EAS in its sole discretion not approve the buyer's credit, EAS reserves the right to cancel the entire agreement or to cancel any shipment in terms thereof. In the event of the buyer's insolvency, without derogation of rights, EAS will be entitled to cancel any outstanding order during the period allowed for filing of claims against the estate and will be paid for its cancellation charges.

Delivery

Requested delivery schedules of customers will be met to the best of EAS' ability. EAS reserves the right to make partial shipments on this order, and each shipment will be invoiced separately.

Title

Title to items sold hereunder shall pass to the buyer upon payment to EAS of the full purchase price. Notwithstanding the foregoing and unless otherwise agreed to by EAS in writing, all risk of loss shall be borne by the buyer from the time of delivery of the items by EAS to a public carrier or other agreed upon means of transportation.

Loss or Damage in Transit

EAS assumes no liability for any loss, damage, or destruction of products after delivery is made to the carrier. Shipments will be insured only at the request of and at the expense of the purchaser. If the Buyer asserts any claim against EAS, it shall be done in writing five days from receipt of shipment.

Delay/Non-Performance

EAS will not be liable for delays in performance, including delivery, or for failures to perform, including failure to deliver, due to (a) any causes beyond EAS' reasonable control, including EAS' inability to obtain necessary materials, components, services or facilities, or (b) Acts of God, acts of Buyer, acts of civil or military authorities, governmental regulations or priorities, strikes or other labour disturbances, fires, riots, wars, or natural disasters, including epidemics, droughts, floods, or transportation interruptions. EAS will promptly notify Buyer of any material delay and will specify a revised performance date as soon as practicable. In the event of such delay, this Agreement will not be terminated and the date of performance will be extended for a period of time equal to the period of the delay.

Termination

Orders cannot be countermanded or shipments deferred or goods returned except with consent of EAS and upon terms that will indemnify it against all loss, including the profit on any part of the order that is cancelled

Confidentiality

This document is confidential and issued for the information of the addressee only. It is subject to copyright and may not be reproduced in whole or in part without the written permission of EAS.

No Warranty

The information, opinions and recommendations contained herein are and must be construed solely as statements of opinion and not statements of fact. No warranty, expressed or implied, as to the accuracy, timeliness, completeness, merchantability or fitness for any particular purpose of any such recommendation or information is given or made by EAS in any form or manner whatsoever. EAS makes no warranties, oral or written, express or implied, with respect to any product supplied by any third party licensor or manufacturer which may be used by or supplied in terms hereof and the buyer agrees to look directly to such third parties for any warranty claim relating thereto.

Limitation of Liability

Under no circumstances shall EAS be liable to the addressee of this Quotation (the "Customer"), or any other person or entity, for any loss of use, revenue or profit, lost or damaged data, or other commercial or economic loss or for any other indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, even if advised of the possibility of such damage or if such damages are foreseeable. This limitation shall apply even in the event of a fundamental breach or a breach of the fundamental terms hereof. In no event shall EAS's liability arising out of or related hereto exceed the amount paid by the Customer to EAS hereunder during the twelve (12) months immediately preceding a claim. This limitation of liability is cumulative with all payments for claims or damages in connection herewith being aggregated to determine satisfaction of the limit. The Customer agrees that EAS's suppliers shall have no liability of any kind under or as a result of this Quotation and/or its conclusion.