



Excellent ID (Pty) Ltd
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Excellent ID Standard Terms and Conditions

1. Preamble

Our General Terms and Conditions shall exclusively apply to all contracts between us and our clients. Any differing conditions or terms of buyer are herewith objected to and shall not apply. Any agreement affecting the execution of this contract must be in writing.

2. Offer and conclusion of contract

Samples and catalogues are to be considered non-binding material for illustration and/or test purposes, giving only an approximation of properties and specification. The weight, volume or gage of the goods measured upon shipment is valid.

3. Price of the Goods

Prices valid at date of delivery will be applied. We reserve the right to adapt prices, for confirmed orders as well, to reflect any increase in our costs, for any reason beyond our control, like force majeure, shortage of primary material or labor, strikes, official orders, transportation or similar problems, if this increase happens after confirmation of order but before delivery of goods. The buyer agree to pay all taxes directly as required by rule of law. The buyer agree to indemnify and hold Excellent ID harmless from any taxes associated with or arising from your use of the Services, including any penalties, interest and any costs associated with the collection or withholding thereof. All prices exclude VAT unless otherwise stated.

4. Terms of Delivery

Confirmed delivery dates are not fixed dates, unless stated otherwise. We reserve the right to postpone delivery in the case of force majeure for the duration of the obstruction plus a reasonable period of recuperation. Should delivery have become impossible by an act beyond our control we reserve the right to partially or completely rescind the contract. Strikes, unforeseeable events or interruptions of operations are considered force majeure, should we have no influence over these events. Failure to comply by a supplier only gives us the right to rescind the contract, if a replacement deal was made and failed to comply. We reserve the right to partial deliveries unless the client has no interest in them. Unless failure to comply or delay of delivery was caused by us, our lawful representatives or auxiliary persons by gross negligence or intentional acts, we will not be liable for noncompliance. Should we be liable under the terms aforementioned, liability is limited to damages that occur foreseeable and typically under the circumstances. Unless agreed otherwise, delivery is made from the seller's premises. Goods travel at cost and danger of client, unless agreed otherwise.

5. Terms of payment

Unless agreed otherwise, our invoices are to be paid immediately upon receipt of merchandise and invoice. Should client fail to comply within 30 days, he will automatically be in default of payment. Payment is considered made when it is at our disposal. Detention of payments or balancing of payments against claims of buyer against seller is not allowed, unless these claims are undisputed or legally established. The aforementioned paragraph does not apply to buyers who are neither entrepreneurs nor statutory persons. If buyer fails to make payment by due date, without prejudice to any other right or remedy available to the seller, we are entitled to charge the buyer interest on the unpaid amount. Should there be reasons to doubt the solvency or credit standing of the client, we reserve the right to demand securities or prepayment for any outstanding delivery or declare immediate maturity of all outstanding claims.

6. Technical Advises

Our technical advises are given according to our best knowledge and experience. The buyer is obliged to apply due diligence in verifying applicability of our advice to his special conditions of production or application. Concerning our technical advises, which are given free of charge, we will only be liable for damages caused by gross negligence or deliberate acts from our part or by our lawful representatives or auxiliary persons. Unless intentional violation of contract has been proven, we will only be liable for damages that occur foreseeable and typically.

7. Exemptions, Liability and Indemnification

THE PARTIES AGREE THAT IN NO EVENT SHALL EXCELLENT ID BE LIABLE TO ANY THIRD PARTY FOR YOUR BREACH OR ALLEGED BREACH OF ANY OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN THE PARTIES OR ANY GOVERNMENT REGULATION OR RULE OF LAW IN CONNECTION WITH YOUR USE OF THE SERVICES. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS EXCELLENT ID FROM ANY AND ALL EXPENSES, LOSSES, LIABILITIES, DAMAGES OR THIRD PARTY CLAIMS RESULTING FROM YOUR BREACH OR ALLEGED BREACH OF ANY OBLIGATIONS SET FORTH HEREIN. YOU AGREE THAT ALTHOUGH EXCELLENT ID ENDEAVOURS TO ENSURE FULL OPERATION OF ALL SERVICES AT ALL TIMES, SHOULD ANY FAILURE OF SERVICE OCCUR FOR WHATSOEVER REASON, YOU AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS EXCELLENT ID FROM ANY AND ALL EXPENSES, LOSSES, LIABILITIES, DAMAGES OR THIRD PARTY CLAIMS. EXCELLENT ID WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGES OF ANY KIND, WHICH YOU MAY SUFFER AS A RESULT OF LOSS OF DATA OR ANY PART THEREOF FOR ANY REASON WHATSOEVER. IN NO EVENT SHALL EXCELLENT ID BE LIABLE FOR DAMAGES RESULTING FROM THE USE OF THE EXCELLENT ID SITE OR ANY SERVICES, OR FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN THE PARTIES OR IN CONNECTION WITH YOUR USE OF ANY SERVICES.

8. Miscellaneous

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted. This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by you, but may be so transferred, assigned or delegated by Excellent ID. Any waiver or any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right. This Agreement and Excellent ID's policies are subject to change without notice and are published from time to time.