



Fibre over Wireless	Contract Number WK0
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Office Use ONLY - Technical Department

IP Address	10.1.106.	Internet Username	wk0
CPE MAC Address		Internet Password	
Wireless Router SSID		Activation Date	
Wireless Router WPA KEY		Tower SSID	
Web4Us Rental	Yes <input type="checkbox"/> No <input type="checkbox"/>	Ticket No	

Office Use ONLY - Accounts Department
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Receipt no	Radius Manager
Amount	Additional Information:
Excel Contract	
Pastel Create	
Pastel Invoice	
Pastel Recurring	
Netcash / Cash List	

Supporting Documentation

Copies of all owners / partners / members / directors ID's	
Cancelled Cheque / Letter from bank to confirm bank details	
Copy of Company registration Form / Founding Statements (eg CK1 etc)	
Water & Lights Statement / Renting Contract	

Customer Information

Where did you hear about Web4us ?

Company Name	
Company Reg No	
VAT No	

Applicant Name	
Contact Person	
ID Number	
Home No	
Work No	
Cell No	
Email Address	

Street Address	
Suburb	
City	
Postal Code	

<u>Next of Kin</u>	<u>Next of Kin</u>		
Name	Name		
Address	Address		
City / Town	City / Town		
Telephone No	Telephone No		

Authorised Signature _____

Web4us Contracts**Fibre over Wireless Connection****Buying Option : Month to Month**

Speed	Monthly Fee (Incl. VAT)	Installation (Incl. VAT)	Mark with X	Initial
Up to 12 Mb/s Fibre over Wireless inside town	R895.00	R3 499.00		
Up to 15 Mb/s Fibre over Wireless inside town	R1 050.00	R3 499.00		
Up to 25 Mb/s Fibre over Wireless inside town	R1 750.00	R3 499.00		
Up to 12 Mb/s Fibre over Wireless outside town	R895.00	R4 999.00		
Up to 15 Mb/s Fibre over Wireless outside town	R1 050.00	R4 999.00		
Up to 25 Mb/s Fibre over Wireless outside town	R1 750.00	R4 999.00		

Rental Option : 12 Month (Inside Town ONLY)

Speed	Monthly Fee (Incl. VAT)	Installation	Rental Fee (Incl. VAT)	Mark with X	Initial
Up to 12 Mb/s Fibre over Wireless	R895.00	R1 499.00	R150		
Up to 15 Mb/s Fibre over Wireless	R1 050.00	R1 499.00	R150		
Up to 25 Mb/s Fibre over Wireless	R1 750.00	R1 499.00	R150		

* All above packages are not recommended for Voip or Online Gaming *

* All Rental Equipment remains the property of Web4Us (Khubez Communications cc) *

* Please note: No trunking will be supplied with installation. Trunking is available at additional cost and labour on request *

Buying Option : Month to Month Contract - Terms and Conditions

Equipment to be unplugged from power source during Storms & Lightning - It is the clients responsibility to keep the equipment Safe & Insured.

PS: No warrentee if equipment is not connected through a UPS.

Signature _____

This contract shall be for an initial period of 1-month, calculated from the date of activation. The contract will continue in force automatically thereafter on a month to month basis unless the Subscriber gives not less than 15 (Fifteen) days and no more than 30 (Thirty) days written notice (Web4Us Cancellation form needs to be completed) of termination before the end of the current 1-month contract. Should the Subscriber give notice less than 15 (Fifteen) days before the end of the current 1-month contract, WEB4US reserves the right to charge a termination fee. Should the Subscriber give notice more than 30 (Thirty) days before the end of the current 1-month contract, WEB4US will charge a termination fee. Termination fees will be calculated by Web4Us based on the time still outstanding on the clients current 1-month contract. All equipment will remain the property of Web4Us until they have been paid for in full. All equipment supplied to any client under contract terms will remain the property of Web4Us until the contract terms have been met. **A Renewal Contract replaces all previous contracts and will be considered as the existing contract with Web4Us.**

Rental Option : 12 Month Contract - Terms and Conditions

Equipment to be unplugged from power source during Storms & Lightning - It is the clients responsibility to keep the equipment Safe & Insured.

Client will be responsible for any loss or damage to equipment except normal wear and tear.

No other equipment are allowed to be connected through the supplied UPS.

All Rental equipment remains the property of Web4Us (Khubez Communications cc)

A Fine of R300-00 will be charged if any other equipment are connected through the UPS.

Signature _____

This contract shall be for an initial period of 12 months, calculated from the date of activation. The contract will continue in force automatically thereafter on a month to month basis unless the Subscriber gives not less than 15 (Fifteen) days and no more than 30 (Thirty) days written notice (Web4Us Cancellation form needs to be completed) of termination before the end of the current 12-month contract. Should the Subscriber give notice less than 15 (Fifteen) days before the end of the current 12-month contract, WEB4US reserves the right to charge a termination fee. Should the Subscriber give notice more than 30 (Thirty) days before the end of the current 12-month contract, WEB4US will charge a termination fee. Termination fees will be calculated by Web4Us based on the time still outstanding on the clients current 12-month contract. All Rental Equipment will remain the property of Web4Us. **A Renewal Contract replaces all previous contracts and will be considered as the existing contract with Web4Us.**

Indemnity

I / We _____ (The Client) hereby understand and accept the terms and conditions as stated below as part of the contract between myself / us and Web4Us, It is required that the Client / Applicant signing this contract be present with any call out done by a Web4Us Technician. By signing off a Web4Us Job Card it is confirmed that the work is complete and the Client is satisfied. It is the Clients responsibility to report any discrepancy / dissatisfaction before the Job Card is signed off and the Technician leaves the premises. Failing to do so will result in the Client being liable for the payment of call out fee, labour and any additional stock used during a call back visit.

Khubez Communications cc t/a WEB4US Standard Terms and Conditions

I/We hereby understand and accept the terms and conditions as stated below in terms of this agreement between myself/us and WEB 4 US hereafter referred to as "WEB 4 US": I/We also hereby request you to draw against my/our account, with whichever bank/building society it may be, the amounts required under the above-mentioned Contract or any renewal thereof and I/we authorise my/our bank/building society to DEBIT my/our account with any amounts drawn against it in terms of this Contract. WEB 4 US reserve the right to change the configuration, product structure, cost or any other components on all services rendered from time to time and will give 14 days notice of such changes. Every notice or other communication required or permitted hereunder shall be sufficiently given or transmitted if and when it is sent by means of electronic transmission (electronic mail message) or displayed on WEB 4 US's web portal (www.web4us.co.za) for the said period. I/We hereby acknowledge that it is my/our responsibility to keep my/our username and password a secret and acknowledge that I/we have the ability to upgrade above-mentioned contract. I/We hereby understand that the services rendered will be subject to WEB4US's conditions of use as amended from time to time. A completed cancellation form must be submitted to terminate this contract. I/We indemnify WEB 4 US against any damage, loss, claims or cost that may result from work being done in connection with the service being rendered and/or removal of the service. Should I/we fail to pay my/our account I/we shall be liable for any collection, tracing and/or legal fees. I/we hereby confirm that the above mentioned physical address shall be my/our Domicilium citandi et executandi. An administration service fee of R95 will be levied on all non-payments or late fees. Should I/we fail to pay my/our account, WEB 4 US reserve the right to terminate this agreement without notification. Reconnection of suspended accounts will be within 48-hours. Interest is payable on all arrear payments at a rate of 25%. I/we hereby authorise WEB 4 US to perform a credit check on my/our profile. WEB 4 US reserves the right to decline an application without providing reasons for such a decision.

Authorised Signature _____

Debit Order Instruction

Type of Payment	Debit order		EFT Payment						
Contract Number	WK								
Debit Amount	R								
Debit Order Date		25		31		1		3	
Commence Date									
Name and Surname									
Contact Number									
Address									

The details of my / our account are as follows:

Account Name	
Bank	
Account Number	
Type of Account	
Branch	
Branch Number	

Khubez Communications cc t/a Web4Us Banking Details

Standard Bank

Account Number: 101 2335 36 35

Branch: Witbank

Branch Number: 052 750

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows

- i. On the _____ day ("payment day") of each and every month commencing on _____. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account;
- ii. Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

MANDATE

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.

CANCELLATION

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

ASSIGNMENT

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at Witbank on this _____ day of _____ 2020

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

Assisted by: Nickita

FOR OFFICE USE

AGREEMENT REFERENCE NUMBER

This Agreement reference number is: WK

Authorised Signature _____

TERMS & CONDITIONS :

1. INTERPRETATION

- 1.1 In this agreement clause headings are for convenience and shall not be used in its interpretation;
- 1.2 Unless the context clearly indicates a contrary intention an expression which denotes -
- 1.2.1 any gender includes the other genders
- 1.2.2 a natural person includes an artificial person and vice versa;
- 1.2.3 the singular includes the plural and vice versa;
- 1.2.4 the following expression shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings
- 1.2.4. "Customer" & "Subscriber" – shall mean the person whose name appears on the customer application which is annexed hereto next to the caption "Registered name of customer", or "Applicant Name" or if no such application is annexed hereto, or no name appears thereon, or in any other circumstances, any person or persons at whose request or on whose behalf the supplier undertakes to supply any goods, do any business, or provide any advice or service;
- 1.2.4. "Signatory" – shall mean the individual who signs this agreement and the annexed custom application on behalf of the customer:
- 1.2.4. "Supplier" – Khubez Communications cc t/a Web 4 Us
- 1.2.4. "Goods" – any items or services of whatsoever nature that are supplied to the customer in terms of this agreement;

2. THESE TERMS AND CONDITIONS PREVAIL

- 2.1 It is recorded that the only basis upon which the supplier is prepared to do business with the customer is that, notwithstanding any thing in the customer's enquiry, specification, acceptance, order or other documentation or any other documentation or discussion/s to the contrary, the terms and conditions contained herein shall operate in respect of any and all business between the customer and the supplier.
- 2.2 All and any business undertaken, including any advice, information or service provided whether gratuitously or not by the supplier is and shall be subject to the terms and conditions contained herein, and each term and condition shall be deemed to be incorporated in and to be a term and condition of any agreement between the supplier and the customer.

3. NO VARIATIONS OR AMENDMENTS

- 3.1 This agreement constitutes the whole agreement between the customer and the supplier relating to the subject matter hereof. Unless the context indicates otherwise this agreement incorporates mutates mutandis, all and any customership agreements between the parties extant immediately prior to the date of last signature.
- 3.2 Subject to what is set out in clause 3.1 above, if there is any conflict between the provisions of this agreement and erstwhile customership agreements (if any), at any time, the provisions of this agreement shall prevail.
- 3.3 No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by an authorised representative of the supplier. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 3.4 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppels against the supplier in respect of its rights under this agreement, nor shall it operate so as to preclude the supplier thereafter from exercising its rights strictly in accordance with this agreement.
- 3.5 The supplier shall not be bound by any express or implied term representation, warranty, promise or the like not recorded herein, whether it induced the contract between the supplier and the customer or, not.
- 3.6 No person other than a duly authorised representative of the supplier has any authority to delete, amend or in any respect vary any of these conditions or accept any other conditions or agree to a consensual cancellation hereof.

4. PURCHASE PRICE, PAYMENT & CONDITIONS OF SALE

- 4.1 Unless otherwise expressly stated, prices are exclusive of value added tax, which shall be for the account of the customer. The customer shall pay or reimburse to the supplier the amount of any value added tax simultaneously with the purchase price.
- 4.2 The customer shall be obliged to pay to the supplier in addition to the contract price herein –
- 4.2.1 The amount of any tax, duty or other charge of any nature whatsoever imposed by any law, regulation or enactment of whatsoever nature which comes into force on a date after the date on which any price charged is determined;
- 4.2.2 Any other additional costs of any nature whatsoever arising due to factors beyond the control of the supplier.
- 4.3 After the completion of the customer application by the customer, the supplier shall at its own discretion be entitled to make sure enquiries as it may deem necessary to determine whether or not to grant the customer credit as applied for in the customer application or on any other terms, or at all.
- 4.4 The customer has no right to withhold payment for any reason whatsoever. The customer is not entitled to set off any amount due to the customer by the supplier against any debt owed by the customer to the supplier nor shall any payment be withheld by virtue of any alleged counterclaim against the supplier by the customer.
- 4.5 No refunds are issued under any circumstances.
- 4.6 In the event of The Customer failing to make payment of any amount due by it on due date, should the Company instruct it's Attorney to recover money or goods from the Customer, the Customer shall be liable for and pay all legal costs incurred by the Company on an Attorney and own client scale, including any collection commission.
- 4.7 If any form of payment RD'S, your account may be reverted to cash only, and a R135 fee will be charged. Further to this, All subscriptions are payable in advance on or before the 3rd of each month.
- 4.8 Web 4 Us cc reserves the right to do credit checks on all its clients at any time for security
- 4.9 If payment in full is not made by due date Web 4 Us cc may recover possession of the goods as it deems fit. Please note that all outstanding monies including job cards and call outs must be paid by the due date of the subscription following the date of such job card. If not paid, the outstanding monies will be collected via debit order.
- 4.10 The sale of any equipment by WEB 4 US to the Subscriber at a subsidised price as set out in the Schedule shall be subject to the following terms and conditions:
- 4.10.1 In the event of early termination of this Agreement for whatsoever reason, WEB 4 US shall have the right to claim from the Subscriber the amount by which the equipment was subsidised by WEB 4 US at the time of sale of the equipment by WEB 4 US to the Subscriber together with the subscriptions due for the unexpired period of this Agreement and the Subscriber shall be obliged to effect payment to WEB 4 US of this amount so claimed on demand; provided that if the Subscriber fails to effect the payment so claimed by WEB 4 US, WEB 4 US shall at its discretion call upon the Subscriber to return the equipment to WEB 4 US in good working order, and shall not be entitled to receive any refund whatsoever for the equipment. The Subscriber will however still be liable for the monthly subscriptions until the contract expires.
- 4.10.2 ownership in and to equipment supplied and delivered by WEB 4 US will remain vested with WEB 4 US.
- 4.10.3 all risk in and to equipment supplied and delivered by WEB 4 US to the Subscriber shall pass to the Subscriber on delivery;
- 4.10.4 WEB 4 US's obligations in terms of any warranties pertaining to the equipment shall be limited to the warranty provided by the manufacturer of the equipment. All transport costs shall be for the Subscriber's account;
- 4.10.5 should the Subscriber upon purchase of the equipment discover any fault or defect in the equipment, the Subscriber shall within 3 (Three) days of purchase return the equipment to WEB 4 US in the same condition and packaging as the equipment was purchased along with the proof of purchase and WEB 4 US shall, provided the Subscriber has not utilised more than 1 (One) day in airtime, replace the damaged/faulty equipment. In the event of the Subscriber not returning the equipment packaging to WEB 4 US, WEB 4 US may charge the Subscriber a packaging fee. If the Subscriber fails to comply with the foregoing the equipment shall be deemed to be free of any fault or defect; equipment returned after 3 days will be sent to the supplier of the equipment for repairs and not replaced, WEB 4 US will not be liable to provide a loan unit in order for the subscriber to continue with the service for the period it takes for the repairs to be effected by the supplier;
- 4.11 For avoidance of doubt, the provisions of Part I shall mutatis mutandis apply in as far as they can be applicable to the equipment or sale thereof, and be applicable to the sale and incidental matters to the sale of the equipment as contemplated in this Part II and as is specifically incorporated herein.
- 4.12 Subject to the foregoing provisions of this Agreement the network services procured by WEB 4 US for and on behalf of the Subscriber on the one hand and the sale or rental of equipment on the other hand under this Agreement shall constitute separate and divisible agreements, each one capable of standing on its own.
- 4.13 WEB 4 US will not be liable for any loss, claim, action, expense, damage or injury suffered or sustained by the Subscriber from whatsoever or howsoever arising as a result of the Subscriber's included hardware or other equipment not being operational where such inoperability arises from whatsoever cause arising the Subscriber hereby indemnifies and holds WEB 4 US or any other service provider harmless from and against any loss, claim, action, expense, damage or injury.
- 4.14 The Subscriber will be liable for all monthly subscription fees including rental fees (if applicable) even if the connection has been disconnected for non-payment. The Subscriber will also be liable for all monthly subscription fees including rental fees (if applicable) if the wireless equipment needs to be replaced by the client due to theft, vandalism or lightning damage.

5. RISK

- 5.1 The risk of damage to or destruction of any relevant goods passes to the customer on delivery thereof by the supplier to the customer.
- 5.2 On delivery the customer will be deemed to have accepted the goods ordered by it, which goods will be deemed to be in proper working order and free of defects.

6. WARRANTIES AND GUARANTEES

- 6.1 No warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise and whether they induced the contract or not, which are not set forth in this agreement shall be binding on the supplier, the customer irrevocably waiving any right (common law or otherwise) it may have to rely thereon.
- 6.2 The parties agree that the supplier shall have no liability in respect of any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use, the goods and whether or not occasioned by the supplier's negligence (gross or otherwise) or any act or omission on its part. Without limiting the foregoing the supplier does not warrant that the goods will be fit for the purposes for which they are to be used by the customer (notwithstanding that the use to which the customer intends to put the goods is known to the supplier). For the purposes hereof, any reference to the supplier shall include its servants, agents, contractors or any other person for whose acts or omissions the supplier may be liable in law. This also constitutes a stipulation alter in favour of such persons the benefits of which may be accepted by them at any time.
- 6.3 The supplier shall be relieved of all obligations in terms of this clause if:
- 6.3.1 Repairs or modifications have been made by persons other than the supplier, unless such repairs or modifications are made with the prior written consent of the supplier;
- 6.3.2 Any goods are operated with any accessory, equipment or part not specifically supplied or approved in writing by the supplier;
- 6.3.3 The goods have not been operated or maintained in accordance with the supplier's instruction, or under normal use.

Authorised Signature _____

- 6.4 If repairs or replacements are effected by the supplier, only the parts actually worked on and not the complete goods shall be subject to a new guarantee, if any, hereunder.
- 6.5 The above warranties are subject to the following conditions:
- 6.5.1 The supplier shall be under no liability to the customer until the customer has paid the full amount due to the supplier in respect of the goods or services concerned.
- 6.5.2 The supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the suppliers instructions (whether oral or in writing), improper use outside the suppliers specifications, damage to the goods caused by improper maintenance, service or repair by untrained personnel or technicians, and unauthorised alterations or modifications of the goods.
- 6.5.3 The supplier shall be under no liability in respect of parts, materials or equipment which are accepted in the industry to have a limited life expectancy or parts, materials or equipment, which need to be replaced at specified and published service intervals ("consumable parts").
- 6.5.4 The supplier shall be under no liability in the event that spare parts and consumable parts other than those recommended for use by the supplier are fitted, attached or used on the goods.
- Notwithstanding anything to the contrary in this agreement, the supplier shall not be liable to the customer by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this agreement, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of the supplier or its employees or agents or otherwise) arising out of or in connection with any act or omission of the supplier relating to the supply of the goods, their resale by the customer or use by any third party.
- 6.7 Media and Consumables do not carry any warranty
- 6.8 **All products carry a 6-month carry-in warranty only. Warranty period is calculated from date of purchase- Please take note of the following conditions pertaining warranty claims;**
- 6.8.1 The Client remains responsible for the monthly fee even if he has no Internet due to equipment that is damaged and sent to the Manufacturer for repairs.
- 6.8.2 The Client will be responsible for all the call out fees to remove / replace equipment.
- 6.8.3 No Loan Equipment will be provided as interim replacement.
- 6.8.4 Web4Us undertake to give the Client feedback regarding repair / replacement within 21 working days of shipment to the Manufacturer.
- 6.9 The warranty will be void if there is any physical damage or burn marks on the Product.
- 6.10 The warranty will be void if the serial number or any other labels are missing or items have been tampered with in any other way.
- 6.11 The warranty will be void if items have been struck by lightning including static damage, or mishandled in any way.
- 6.12 All products will be tested before a replacement is issued.
- 6.13 All faulty products returned have a minimum of 72 hours lead-time set by the supplier for collection.
- 6.14 Any goods accepted for warranty purposes are done so at the discretion of the supplier.
- 6.15 The supplier will not be held responsible for any kind of data loss whatsoever. The customer must make backup of data before equipment is booked in.
- 6.16 Any repair time given by the supplier is merely an estimate and the supplier will not be bound by it.
- 7. HANDLING FEE ON RETURN OF GOODS**
- 7.1 The supplier reserves the right to levy a handling fee of up to 35% of the purchase price of the relevant goods on such goods returned to and accepted by the supplier. The supplier is not obliged to accept the return of any goods and this clause shall not be used to imply that the supplier shall be obliged to accept the return of any goods.
- 8. OWNERSHIP**
- 8.1 Ownership of the goods shall not pass to the customer until the contract price (including interest if any) as well as any subscription period agreed upon, has been paid in full. The provisions hereof shall apply notwithstanding the installation of such goods in the customer's premises or the accession thereof to any of the customer's goods or that the goods may be incorporated into or form part of other goods or change their essential character. All goods, whether fixed to immovable property or not, shall be deemed to remain movable property and be deemed to be severable without injury to either property.
- 8.2 The supplier reserves the right to inform the owner/landlord of the premises in which the goods are or at any time may be, of the provisions of this clause. The customer shall be obliged to advise the supplier of the name and address of the landlord of any such premises and shall promptly advise the supplier of any change in the name and/or the address of any landlord or of any new landlord.
- 8.3 The customer shall take all such steps as may be necessary to notify interested third parties that ownership of the relevant goods has not passed from the supplier to the customer. In particular the customer shall inform the owner/landlord of the premises in which the goods are or at any time may be, of the provisions of this clause. The customer shall produce written proof of such notices to the supplier on demand.
- 8.4 In the case of rental equipment, ownership shall not pass as the goods remain the property of Web 4 Us cc.
- 9. SUBSTITUTE GOODS OR PARTS**
- 9.1 The supplier shall be entitled to substitute for any goods specified in this agreement such other goods, which the supplier in its sole discretion may regard as suitable substitutes therefore.
- 9.2 The supplier reserves the right to alter specifications as conditions warrant without notice. Should conditions render unavailable any materials or goods specified herein or otherwise required in order to fulfil this agreement, a substitution deemed by the supplier to be suitable for the performance of its obligations may be supplied.
- 10. DOCUMENTATION**
- 10.1 All specifications, descriptive matter, drawings and other documents furnished by WEB 4 US do not form part of the contract and may not be relied upon, unless they are agreed in writing by WEB 4 US to form part of this contract. All descriptive matter, specifications, drawings and particulars given by WEB 4 US which form part of the contract are approximate only and WEB 4 US cannot be held responsible for loss due to discrepancies therein.
- 11. INSURANCE**
- 11.1 The supplier requires the customer at its own expense and prior to taking delivery of the goods, to insure the goods and thereafter keep the goods insured. The insurance policy shall record the interest of both the supplier and the customer in writing. The customer shall cede to the supplier all its rights in terms of such insurance policy.
- 11.2 The Subscriber is responsible for insuring the equipment at replacement value. Such value will be provided by WEB 4 US on request.
- 13. BREACH**
- 13.1 Subject to clause 13.2 if the customer breaches any of the terms or conditions hereof or any other agreement with the supplier or fails to pay any amount payable by it on due date or commits any act of insolvency or endeavours to compromise generally with its creditors or does or cause to be done anything which may prejudice the supplier's rights hereunder or at all, or allows any judgment against it to remain unsatisfied for 7 days or is placed into provisional or final liquidation or judicial management or under provisional or final sequestration or if his estate is voluntarily surrendered, the supplier shall have the right, without prejudice to any other right which it may have against the customer, to elect to :-
- 13.1.1 Treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the agreement and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with the customer until the customer has remedied the breach.
- 13.1.2 Cancel this agreement and retake possession of any of the goods sold or rented
- 13.2 The supplier shall not be obliged to comply with its obligations hereunder in any respect whatsoever for so long as the customer is indebted to the supplier in any amount whatsoever in respect of any cause whatsoever or fails to comply with any other obligations to the supplier, whether arising out of this contract or otherwise. In particular without limiting the generality of the foregoing if delivery of any particular order is to take place in stages, the supplier shall not be obliged to deliver any part of the order until the purchase price which is due in respect of the part of the order which has already been delivered, has been paid.
- 13.3 No claim under this contract will arise against the supplier unless the customer has given the supplier 30 days written notice sent by prepaid registered post to rectify any defect or breach of contract.
- 13.4 The customer agrees that the amount due and payable to the supplier shall be determined and proven by a certificate issued by the supplier and signed on its behalf by any person duly authorised by the supplier, which authority need not be proven. Such certificates shall be binding and shall be prima facie proof of the indebtedness of the customer.
- 13.5 The customer hereby indemnifies the supplier against any and all damage of whatsoever nature, howsoever and by whomsoever caused in relation to the removal of goods and without derogating from the generality of the foregoing the removal of repossessed goods from the premises of the customer.
- 13.6 The customer hereby agrees that the supplier shall not be required to furnish security in terms of rule 62 of the Rules of Court of the Magistrate's Court.
- 13.7 The supplier shall have the right to institute any action in either the relevant Magistrate's Court or the High Court at its sole discretion.
- 13.8 In the event that WEB 4 US requires payment for the services provided to the Subscriber to be made by debit order, the Subscriber will commit a breach of this Agreement if the Subscriber:
- 13.8.1 cancels any such debit order without the written consent of WEB 4 US;
- 13.8.2 change his banking details upon which the debit order relies without giving WEB 4 US prior notification of such change and providing WEB 4 US with the Subscriber's new banking details. The Subscriber hereby authorises WEB 4 US to debit any bank account held by the Subscriber for the costs owed by the Subscriber in terms of this Agreement
- 13.9 Without detracting from any of the other provisions of this clause 13, in the event of a breach of any provisions of this Agreement or the subscriber prematurely terminating this Agreement and WEB 4 US electing to cancel same, the Subscriber shall be liable to effect payment to WEB 4 US of all the monthly service charges which would have been payable to the operator in respect of the remainder of the period of this Agreement.
- 14. DOMICILIUM AND NOTICES**
- 14.1 The parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice the payment of any sum serving of any process and for any other purpose arising from this agreement at their addresses and telefacsimile numbers as set in the customer application annexed hereto.
- 14.2 In the event that the domicilium address reflected above differs from that set out in the customer application annexed hereto the supplier shall in its sole discretion regard either of the addresses as the customer's domicilium.
- 14.3 Each of the parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address which is not a post office box or poste restante.
- 14.4 Any notice given and any payment made by any party to any other ("the addressee") shall be in writing and if:
- 14.4.1 Delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.
- 14.4.2 Posted by prepaid registered post from an address to the addressee at the addressee's domicilium for the time being shall be presumed until the contrary is proved by the addressee to have been received by the addressee on the fourth day after the date of posting.
- 14.4.3 Transmitted by telefacsimile form an address to the addressee's at the addressee's telefacsimile address for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the first business day after the date of transmission.

Authorised Signature _____

15. GENERAL

- 15.1 This Agreement is personal to the customer, who may not without the written consent of the supplier assign, mortgage, charge or dispose of any of its rights hereunder or sub-contract or otherwise delegate any of its obligations hereunder.
- 15.2 The Customer acknowledges that in entering into this Agreement, it does not do so on the basis of and does not rely on any representation, warranty or other provisions except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
The Subscriber hereby warrants and undertakes in favour of WEB 4 US that the Subscriber:
15.3 shall not use nor allow the network services to be used for any improper, immoral or unlawful purposes nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the network services;

16. NO CESSION

- 16.1 The customer shall not be entitled to cede or assign any rights and or obligations that it may have in terms of this agreement to any third party.

17. COSTS

- 17.1 The customer shall be liable for all costs incurred by the supplier in the recovery of any amounts or the enforcement of any rights which it has there under including collection charges and costs on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgment.
- 17.2 The customer undertakes to pay the costs of the suretyship and cession contained herein including any stamp duty payable thereon and agrees that such costs can be debited to the customer's account upon acceptance.

18. SURETYSHIP AND WARRANTY OF AUTHORITY

- 18.1 The signatory by his signature hereto binds himself in favour of the supplier, its successors in title and assigns as surety for and co-principal debtor in solidum with the customer for the due and punctual performance by the customer of all its obligations to the supplier in terms of this agreement.
- 18.2 The suretyship in 18.1 shall remain of full force and effect notwithstanding :
18.2.1 Any indulgence, concession, leniency or extension of time, which may be shown or given by the supplier to the customer.
18.2.2 Any amendments to this agreement and/or any other agreement for the time being subsisting between the parties.
- 18.3 The signatory hereby renounces the benefits of the legal exceptions "non causa debiti", "errore calculi", "excussio", "division", "de duobus vel pluribus reis debendi", "no value received" and "revision of accounts" with the meaning and effect of all of which he declares himself to be fully acquainted.
- 18.4 The signatory warrants as a material warranty which the signatory relies on in entering into this agreement that he is duly authorised to represent and bind the customer to this agreement and that he has read and understood each term and condition of this agreement and accepts them as binding on him and the customer. The customer hereby warrants that it regards the terms and conditions of this agreement as binding upon it.
- 18.5 The signatory and the customer hereby warrant that the signatory to any tax invoice, delivery note or other documentation of the supplier made out in the name of or to the customer is duly authorised to bind the customer in respect of the relevant transaction.
- 18.6 The signatory shall be bound by the provisions of this agreement as if he were the customer, mutatis mutandis, particularly, but without limitation thereto, insofar as the agreement provides for proof of facts, costs of proceedings, service of process, limitations of defences and jurisdiction.
- 18.7 That Web4Us cc may carry out a credit enquiry with ITC if deemed necessary. That the directors/members/principals do hereby sign as surety and co-principal debtor/s for the due fulfillment of the applicant's obligation to Web4Us cc

19. EXEMPTION AND INDEMNITY

- 19.1 The customer shall have no claim of any nature whatsoever for damages, a remission of the purchase price, cancellation or otherwise against the supplier, its servants, agents or others on whose behalf the supplier would be liable, in respect of any loss or damage sustained by the customer of any nature whatsoever or any damage caused to the assets of the customer or assets kept on its premises by any third parties or in regard to the customer's business or sustained by any of its customers, howsoever caused including the negligent (including grossly negligent) acts or omissions of the supplier, its servants, agents or others for whom it may be liable in law. This constitutes also a stipulation altering favour of such person the benefits of which may be accepted by them at any time.

20. CONSEQUENTIAL LOSS

- 20.1 Under no circumstances whatsoever including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall the supplier be liable for any consequential loss sustained by the customer. This also constitutes a stipulation altering in favour of such persons and benefits of which may be accepted by them at any time.

21. SEVERABILITY

- 21.1 Each paragraph or clause in this agreement is severable the one from the other and if any paragraph or clause is found by any competent court to be defective or unenforceable for any reason whatever the remaining paragraphs or clauses shall be of full force and effect and continue to be of full force and effect.

22. FORCE MAJEURE

- 22.1 Any transaction is subject to cancellation by the supplier due to force majeure from any cause beyond the control of the supplier, including without restriction the generality of the foregoing, inability to secure labour, power, materials or supplies or by reason of an act of God, war, civil disturbances not state of emergency, strike, lockout or other labour disputes, fire, flood, drought or legislation.

23. FURNISHING OF INFORMATION BY CUSTOMER

- 23.1 The customer shall forthwith after the conclusion of the contract furnish the supplier with all information reasonably required by the supplier to enable it to comply with its obligations.

24. LAW AND JURISDICTION

- 24.1 These agreements shall be governed by and construed in accordance with the laws of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the courts.

25. RECEIPT OF DOCUMENTS, CHEQUES, ETC

- 25.1 No notices, cheques, cash or other documents sent to the supplier through the post shall be deemed to have been received unless and until actually received by the supplier.

26. SUSPENSION

- 26.1 WEB 4 US may at any time, without notice to the Subscriber and in any manner whatsoever, suspend the Subscriber's access to the network services in the event that:
26.1.1 any modification, maintenance or remedial work is required to be undertaken pertaining in any manner whatsoever, to the network services or the network;
26.1.2 the Subscriber fails to perform any of his obligations, or breaches any terms of this Agreement;
26.1.3 the Subscriber at any time exceeds the credit limit which WEB 4 US in their absolute discretion shall set and notify the Subscriber of, from time to time.
- 26.1.4 WEB 4 US reserve the right to require the Subscriber to effect payment of any applicable reconnection charges pursuant to the restoration of network services suspended in the circumstances contemplated in clause 26.
- 26.1.5 In the event that the Subscriber's access to the network is suspended the Subscriber shall still be liable for the monthly service charges during any such period of suspension.

This agreement shall come into force on the (_____ / _____ / _____) and shall continue until terminated in accordance with the provisions in that behalf herein contained.

SIGNED AT Witbank ON THIS THE _____ DAY OF _____ YEAR 2020

For the customer who warrants that he is duly authorized hereto and certifies that all the above information is true and correct.

For Khubez Communications cc who warrants he is duly authorized hereto.

NO FAXED OR E-MAILED APPLICATIONS WILL BE ACCEPTED, THE ORIGINALS ARE NEEDED. (PLEASE ENSURE THAT THE LAST PAGE OF THE APPLICATION HAS BEEN SIGNED). EITHER POST OR DROP THEM OFF.

We need the entire document returned with each page initialed and the last page signed