

A. GENERAL TERMS AND CONDITIONS OF SALE

The notes below supersede all previous terms presented to the customer and also apply to changes to this proposal and correspondence relating to this proposal.

1. Definitions

“The Agreement” shall mean this agreement duly signed by an authorized signatory of the client.

“Hourly Rate” shall mean the standard hourly rate charged by AccTech for a particular service as outlined in the Fee Basis tabled in this document.

“Price” shall mean the price of goods or services as set out in this Quotation/Proposal/Estimate document.

“Quotation/Proposal/Estimate” shall mean AccTech’s estimate of goods or services required for the client as tabled in this document.

“Consultant” shall mean any staff member or sub-contractor assigned to provide the services to the client by AccTech.

“Client” shall mean the customer and signatory to this agreement.

“Subsistence” shall mean the daily living out costs in respect of AccTech consultants or staff as tabled in this document.

“Interest Rate” shall mean the prime overdraft rate in South Africa plus 3%.

“AccTech” shall mean the AccTech Alliance Partner in the respective territory.

“AccTech Alliance” shall mean AccTech Alliance, South Africa, a division of AccTech Systems (Pty) Ltd.

2. Business Assumptions

The list below summarizes the assumptions made in preparing this Sales Response. Variations to these assumptions may directly impact the proposed pricing schedule and the ability to deliver the services within the target time ranges.

- 1 Only one company or organization is being defined on the system.
- 2 The entire implementation will take place at one location.
- 3 Users are all already computer literate and understand computer fundamentals.
- 4 The Client will provide suitable resources to capture master-file information and data.
- 5 The rates in the above response assume that the client will from the outset enter into a Support Agreement with AccTech.
- 6 A suitable data back up device is in place and fully operational.
- 7 Suitable computer hardware, operating systems and database is in place and functional.
- 8 Network infrastructure is sound and stable.

3. Payment Schedule and Conditions of Sale

- 1 Goods and Services shall be supplied to the client by AccTech or its Alliance Partner for which a fee will be charged
- 2 Goods, including software delivered and billed for are due for payment on delivery. Such delivery of Software may take the form of Activation Codes before or after installation from an Accpac or Third Party product Master Disk.
- 3 Services (including Time and Disbursements) rendered by AccTech or its sub-contractors shall be recorded on Time Sheets or Job Cards which are available for inspection by the client on request and which will form the basis of the Service Fee billing unless otherwise agreed.
 - 3.1 The said Time Sheets or Job Cards will be submitted for signatory to the client, such a signed Time Sheet or Job Card will also be proof that the work performed was to the satisfaction of the client.
 - 3.2 Fixed Cost services provided, as detailed on the Time Sheets or Job Cards, are invoiced in arrears on sign-off of the relevant Prototype System Test Document.

- 3.3 Disbursements related to the said Time Sheets and Job Cards will be on the same frequency, or sooner if material.
- 3.4 Variable Cost services are invoiced monthly in advance as a retainer based on the estimated cost of such services as indicated on the Sales Proposal document divided by the estimate duration of the project.
 - 3.4.1 Actual Time Sheets or Job Cards will be accumulated and deducted from such retainers on a monthly basis. Any balance owing by the client to AccTech, or by AccTech to the client, will either be invoiced as an additional invoice, or credited as the case may be.
- 4 Services rendered by AccTech shall be billed for in accordance with the stated Fee Structure.
- 5 Services billed are due for payment within 7 (seven) days from invoice date.
- 6 Should such Fees be billed and not paid within the stipulated period, AccTech may, at its discretion withdraw its consultants or sub-contractors from site and stop any further rendering of services and/or support until the matter has been resolved to its satisfaction.
- 7 The client's acceptance of this Quotation/Proposal/Estimate forms the basis of proceeding with the supply of the Goods and Services as stated in this document.
- 8 Whilst every attempt is made to ensure the suitability of Goods and Services indicated, AccTech disclaims any warranty, express or implied in respect of Goods and Services supplied under this agreement and does not warrant the performance or suitability of such.
- 9 AccTech reserve the right to amend software configurations and estimated time as specified in this document and may do so in AccTech Change Control document upon agreement with the client of such changes, which on acceptance by the client is subject to the same Terms and Conditions as this Agreement.
- 10 The client hereby enters in a separate agreement for Support Services in terms of the Client Care - Service Level Agreement Quotation specified in this document with AccTech Namibia, should such an agreement be required.
 - 10.1 The contract is valid for a period of 12-months and will be optionally renewed annually on the anniversary of the Client Care - Service Level Agreement.
 - 10.2 Notice of such renewal will be 3-months prior to the expiry date of the said Client Care - Service Level Agreement.
- 11 Custom software and custom development is subject to the same Terms and Conditions with the following additional Terms and Conditions:
 - 11.1 Software developed for and on behalf of the client is licensed for the use of the client and shall remain the intellectual property of AccTech unless otherwise specified and agreed to in an addendum to this contract.

4. Payment Schedule and Conditions of Sale

- 1 At contract signing, the total value of the Software Licenses and annual fees are payable.
- 2 The mandatory Software Assurance for year one and the optional Support Agreement is payable a year in advance.
- 3 Prices have been calculated at an exchange rate of **NAD 7.10 to USD 1.00**. As the exchange rate fluctuates so will the quoted product/service price change and should thus be confirmed on date of order.
- 4 All prices and rates included in this Sales Response exclude applicable duties, levies and sales taxes, except where specifically indicated.
- 5 The suppliers of the Goods reserve the right to amend prices without notice. The prices quoted in this document can therefore only be confirmed at the time of acceptance of this document and receipt of an official order.

- 6 This response is valid for a period of 30 days after the date of preparation and is subject to revalidation thereafter and/or negotiation prior to the Client Engagement phase, however subjected to the fluctuation of the applicable Rate of Exchange and Price Increases by the Manufacturer of the goods/services to be delivered.
- 7 Disbursements incurred by AccTech in the course of providing services to the client are recoverable. These services include travel, travel time, accommodation, vehicle rental, subsistence and an out-of-town allowance.
 - 7.1 Travel Time will be charged at 50% of the per hour rate agreed upon during the negotiations of the said contract.
 - 7.2 Kilometer charges, should this be applicable will be charged at NAD 4.00 per kilometer, unless otherwise agreed to during the Client Engagement phase.
 - 7.3 Out-of-Town allowance is NAD 150.00 per day, unless otherwise agreed to during the Client Engagement phase.
 - 7.4 All other Disbursements will be charged at actual costs incurred by AccTech to deliver the agreed services.
- 8 Billing Rates are reviewed from time to time, and services are provided at the then-current rate. Rates are reviewed annually but this may occur more frequently where circumstances dictate. Notwithstanding this, the rates specified here are guaranteed for 60 days from acceptance of this Sales Proposal.
- 9 Ownership of the proposed products and services only reverts to the customer on full account settlement. Warranty and service callouts will only be carried out for customers whose accounts are in good standing with AccTech.

5. Important Information

- 1 The proposed schedule of software is suggested and is based on the information gathered thus far. Software configurations are subject to change and may be modified once a detailed Needs Analysis has been carried out as part of our billable professional consulting services.
- 2 The proposed schedule of professional services is an estimate that may change once full visibility of detailed solution design is achieved. Many circumstances affect estimates particularly changes in requirements that arise during the project. Custom reports, macros and data manipulation are particularly difficult to estimate accurately until a detailed design has been carried out.
- 3 The proposed services pricing schedule does not include:
 - 3.1 Integration to any systems not proposed in this solution unless specifically described in the proposal.
 - 3.2 Any programming or development work to customize the proposed applications
 - 3.3 Data conversion of data from another system or application
 - 3.4 The import and capture of historical data
 - 3.5 The design and development of reports other than the financial statements. (A vast array of standard reports are included that may be changed or added to outside the scope of this project.)
- 4 Post Implementation training and support includes ensuring a consultant is available to provide hand holding, particularly with the first period end. During post implementation hand holding, it may become evident that additional training will be required.
- 5 Any lead time or dates quoted for delivery are estimates. AccTech shall use its reasonable endeavour to deliver within 10 to 14 working days or by the date otherwise agreed.

6 General

- 1 AccTech may, at its discretion, charge interest on overdue amounts at the Interest Rate specified.

- 2 The client consents to the jurisdiction of any local court in the event of legal proceeding being instituted by AccTech Systems or AccTech Alliance in respect of moneys owed to it.
- 3 These Terms and Conditions constitute the entire agreement between the parties to the agreement and no representation, conditions or warranties have been made other than those contained in this agreement.