

B”H

SATELLITE COMMUNICATION CC

Reg. No.: 2002/099631/23

Vat. Reg. No.: 4050208133

P O Box 15990, Doornfontein, 2028

7 Sivewright Ave, Doornfontein, JHB, S.Africa

Tel: +2711-4021166 Fax: +2711-4027400



Good day

CAPPED VSAT INSTALLATION DOCUMENTS REQUIRED

Thank you your interest in the VSat Ka capped service.

Enclosed please find the following forms

- 1. VSat Application Form**
- 2. Debit Order**
- 3. Terms & Conditions**

Please complete, sign and the VSat application form and debit order and email/fax back to us asap so we can facilitate your application and installation

We look forward to receiving your completed documents back.

Should you have any questions, please do not hesitate to ask.

Regards

Debit Order Authorisation

We hereby request Satellite Communication CC and/or its
cessionary to draw against our bank account whenever it may be,
any amounts due in terms of any purchase of equipment or airtime.

BANK NAME :

BANK BRANCH :

ACCOUNT NUMBER :

BRANCH CODE :

ACCOUNT TYPE :

ACCOUNT NAME :

Authorised Signature/s

Satellite Communication - Vsat Application Form Ka Capped

Customer Name:

Reg No./ID No:

Vat Reg No

Registered Address:

Postal Address:

Installation Address:

Site Contact

Name:

Tel No:

1.)	
2.)	

Special Requests/Instructions: (Detail fully)

Date Required:

Contract Term:

	- 12 Months
	- 24 Months
	- 36 Months

Package: Capped

	- Starter (3GB)
	- Home (6GB)
	- SOHO (10GB)
	- Business (15GB)
	- Business Plus (30GB)
	- Business Pro (50GB)

Voice: Optional Extra

	- 1 Line
	- 2 Lines

Note: Equipment Rental term is a min. of 36 months

I have read, understood and agree to be bound by the terms and conditions that accompany this application form and declare that the information given above is true and correct. I hereby consent to be credit vetted.

Signed this _____ day of _____ 20_____ at _____

Authorised Signatory Name:

Designation:

Signature:

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale contain the terms and conditions on which Satellite Communication CC ("SatComm") shall trade with the customer, unless expressly agreed in writing to the contrary. The customer is deemed to have signified its acceptance of these terms and conditions by placing any order with SatComm or in any other way contracting with SatComm.

In the event that the customer is a consumer for purposes of the Consumer Protection Act ("CPA"), and in the event that any of the clauses contained herein is in conflict with the CPA, then the terms of the CPA shall apply to such consumer.

A. EQUIPMENT

1. PRICES

- 1.1 The price payable for goods ordered by the customer shall be SatComm's list price ruling at the date of delivery of the goods in concern unless the parties reach an agreement in writing, duly signed by both parties, with regard to any discount on such list price.
- 1.2 The customer shall, in addition to the purchase price of the goods, be liable for payment of the transportation costs incurred in respect of the transportation of the goods from the depot of SatComm which is the nearest to the location of such delivery. It is however SatComm's absolute discretion to vary the location wherefrom the goods are being distributed.
- 1.3 Prices are net and any taxes or duties levied by the relevant authorities will be added to the invoices and are payable by customer to SatComm.

2. DELIVERY

- 2.1 Unless otherwise agreed, delivery shall be effected when the goods are placed upon the vehicle of the carrier in the event that such carrier is contracted by the customer. Such carrier shall be the customer's agent and delivery to the carrier shall be deemed to be good and sufficient delivery to the customer.
- 2.2 In the event that the carrier is contracted by SatComm, delivery shall be effected when the goods are off-loaded at the premises indicated on the order in question.
- 2.3 In the event that the customer is liable for payment of the transportation costs, such payment is due and payable before delivery of the goods, except for instances where the goods are purchased by means of an approved debtors account in which instance payment for the transportation of the goods shall take place together with payment for the goods purchased.
- 2.4 SatComm does not guarantee delivery on any specified date but will endeavour to effect delivery as near as possible to the date stated on the specific order. The customer shall not be entitled to repudiate or withdraw from the sale on the ground of late or non-delivery, nor perform to place SatComm in mora in regard to delivery.
- 2.5 Items short supplied will be back-ordered and delivered on arrival of stock, unless previously cancelled by the customer.
- 2.6 SatComm shall not be liable for any damages suffered by the customer in the event of late or no delivery by SatComm, except for those instances where the seller might be liable for loss due to the provisions of section 47 of the CPA. In the event of any shortage to goods:
 - 2.6.1 SatComm shall take all reasonable steps to inform the purchaser of the shortage of goods as soon as it was practicable to do so in the circumstances;
 - 2.6.2 SatComm shall offer to supply or procure another person to supply the customer with comparable goods of the relevant kind and at the seller's current list price; and
 - 2.6.3 the customer shall under no circumstances have any claim of whatsoever kind against SatComm which arises out of the shortage of goods, should the shortage of goods be due to circumstances beyond SatComm's control.
- 2.7 The goods reflected on the delivery note shall be deemed to be an agreed amendment to the customer's order, to the extent that it differs from the particular order, unless the customer refuses such goods in writing within 5 days of receipt of the goods.

3. OWNERSHIP

- 3.1 It is a specific and material term and condition of this sale that the ownership of goods hereby sold shall at all times remain vested in SatComm and only pass to the customer upon payment of the goods in full.
- 3.2 Risk of loss or damage to the goods shall pass to the customer upon delivery. The customer shall take all reasonable precautions to ensure the safekeeping, safe storage and safe handling of the goods.

4. DAMAGE AND LOSS TO EQUIPMENT

- 4.1 The customer will be entitled to inspect the goods immediately upon receipt thereof and shall within 14 (fourteen) days from the date of delivery inform SatComm in writing of any deficiencies, faulty goods or defects in the goods. If the customer so gives notice, such notice shall be accompanied by a statement by an independent expert to support such allegation(s).
- 4.2 Should the customer fail to give notice as referred to in clause 4.1 above, the quantity and quality of the goods delivered shall be deemed to have been delivered in accordance with these standard conditions of sale, free from defects.
- 4.3 Should the customer provide SatComm with a notice in accordance with clause 4.1 and if SatComm is satisfied that the goods are defective, SatComm will replace such part of the goods with the same amount of goods.

5. QUALITY

- 5.1 SatComm shall ensure that the goods conform to its description, as required by law.
- 5.2 In the case of any allegation that the goods are unsafe or defective, SatComm will not be liable for any damage caused where such characteristic, failure, defect or danger in times of delivery of the goods by SatComm to the customer did not exist.

6. INDEMNITY

- 6.1 Notwithstanding anything to the contrary, it is expressly agreed that the liability of SatComm, not limited to but including liability for consequential damages arising from all types of breach of contract, shall be limited to the replacement of the goods, free of charge or a refund of the purchase price paid by the customer (at the discretion of the customer).
- 6.2 Further to the above, the customer also indemnifies SatComm against:
 - 6.2.1 any negligent and/or intentional act or omission by the customer or its employees or contractors, with respect to the goods or the use of the goods.
 - 6.2.2 any loss, damage (including consequential damages) or liability caused by or arising out of, without limitation, the use, transport or storage of the goods after delivery thereof to the customer.
 - 6.2.3 any loss, damage (including consequential damages), death of or injury to third parties arising from the customer's failure to provide such third parties with information in respect of, without limitation, inherent hazards, correct use, storage or disposal of the goods and/or the customer's failure to take all reasonable and necessary steps to prevent the occurrence of such events during the use, storage or disposal of the goods by the customer.
 - 6.2.4 any loss or damage (including consequential damages) caused by or arising from a breach of any warranty given by the customer in accordance with these terms and conditions.

7. LIABILITY

- 7.1 The customer waives any claim for loss, damage or liability which he may have against SatComm arising out of, but not limited to, claims based on the fact that the goods are not suitable for the customer's purpose, except to the extent that SatComm was notified of the purpose for which the customer is intending to use the goods and SatComm assures the customer that the goods will be fit for that purpose.
- 7.2 Subject to the content of clause 7.1 above, SatComm will not be liable for any contractual, delictual and/or consequential damages, including but not limited to, loss of profits, loss of production and loss of market share arising from any alleged lack and / or disability of the goods and/or any late delivery thereof. SatComm's liability will under all circumstances and regardless of the manner in which it

occurred, in SatComm 's exclusive discretion, be limited to the replacement of these goods at no cost to the customer.

8. FORCE MAJEURE

- 8.1 SatComm shall not be liable for any loss, damage or injury occasioned by the customer by default in the performance of any obligation under these terms and conditions of sale if the default is caused by any occurrence whatsoever which is not within the control of SatComm, including but not limited to industrial action, accident, power failure, breakdown of plant or machinery, order of any government authority, and, subject to clause 8.2, shortage of supplies required for or in connection with the manufacture of the goods. SatComm will give the customer written notice of the occurrence at the earliest opportunity.
- 8.2 If as the result of an occurrence covered by clause 8.1, and SatComm is being delayed in or prevented from delivering the goods at the due time or times, SatComm may, on giving the customer at the earliest opportunity written notice of the fact withhold, suspend or reduce deliveries to such extent as SatComm in its discretion thinks fit.
- 8.3 Where force majeure has been declared, SatComm may cancel the contract or the balance outstanding without any liability to the customer after first giving written notice at the earliest opportunity.

9. PAYMENT TERMS

- 9.1 Each delivery is to be considered as a separate contract and upon delivery to the customer, an invoice will be issued for the purchase price and the transportation charges, if applicable.
- 9.2 Unless otherwise agreed in writing between the parties, payment of the invoices shall be made within 7 (SEVEN) days from the date of the delivery and invoice.
- 9.3 In the event that the parties reach an agreement in writing in respect of payment on terms other than indicated in clause 9.2 above and the customer is in default to make any payment according to such agreement, the full balance due on the date of such default shall immediately become due and payable.
- 9.4 Should any invoice not be paid on due date or should SatComm at any time be dissatisfied with the financial position of the customer, SatComm may refuse deliveries and may at its option enforce immediate payment for all deliveries already made. The contents of this clause 9.4 shall not prejudice any of SatComm's other rights that it may have in law.
- 9.5 The customer is not entitled to deduct or set off any sums against invoiced amounts whatsoever.
- 9.6 All legal and other costs incurred by SatComm in recovering monies due to SatComm in terms hereof shall be paid by the customer on an attorney and own client scale.

10. BREACH

- 10.1 In the event that the customer is in breach of any term or condition contained herein or as otherwise agreed between the parties, SatComm shall, without prejudice to any of its other rights, be entitled to immediately:
- 10.1.1 Cancel this agreement with immediate effect and claim damages from the customer; or
- 10.1.2 Claim for specific performance by the customer, as well as damages.

11. CERTIFICATE

A certificate signed by any member or accountant of SatComm (whose appointment and authority shall not be necessary to prove) as to the existence of any facts and, in particular, without limiting the foregoing generality, as to the amount of the indebtedness of the customer, shall constitute *prima facie* proof of such facts for any purpose.

12. DOMICILIUM

The customer chooses its registered address as its domicilium citandi et executandi for all purposes in terms of this agreement. The customer may change its domicilium by giving fourteen (14) days written notice to SatComm of its new domicilium.

13. SEVERABILITY

These terms and conditions shall apply in so far as they are held to be lawful and enforceable. If any condition or part of a condition shall be held to be unlawful or unenforceable, these terms and conditions shall be read and construed as if such condition or part thereof were being omitted.

14. GENERAL

14.1 The parties acknowledge and agree that:

- 14.1.1 These terms and conditions constitutes the entire agreement between them and save as is herein set forth there are no terms and conditions, rights and liabilities between them and no warranties or representations have been made by any of them or on behalf of them which may have had the effect of inducing any of the parties to conclude any agreement or at all. The parties hereby expressly waive any rights which they may have had as a result of any such terms, conditions, warranties and representations.
- 14.1.2 No relaxation or indulgence which either of the parties may afford to any of the other shall in any way prejudice the rights of the first mentioned party nor shall such first mentioned party be estopped from exercising any such rights by reason thereof.
- 14.1.3 The clause headings in these Terms and Conditions of Sale shall not be used in the interpretation thereof.
- 14.1.4 Illustrations, descriptive matter and other literature issued in respect of any product sold are intended as a general guide only and are not to be taken as binding on SatComm.
- 14.1.5 In the event that an order is placed by the customer, such order shall constitute an irrevocable offer to purchase the goods in concern and acceptance of such order/offer shall constitute a sale on the terms and conditions stipulated herein to the exclusion of any conditions to the contrary attached to or forming part of the customer's order.
- 14.1.6 Acceptance of the customer's order by SatComm shall take place when SatComm accepts the customer's order in writing. The place of acceptance, which shall be deemed to be the place where the agreement has been concluded, shall be the place where SatComm accepts the customer's order.
- 14.1.7 The customer shall be responsible for ensuring the accuracy of the terms of any order submitted by the customer.

B. AIRTIME

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. The following words shall have the meanings ascribed to them:
 - 1.1.2. "**billing increment**" means the number of seconds to which a call duration will be rounded up by the network operator;
 - 1.1.3. "**call charge**" means the charge for a specified unit of time or volume of data;
 - 1.1.4. "**connection charge**" means the charge for connection, disconnection or reconnection (whichever is applicable) of the service;
 - 1.1.5. "**equipment**" means any mobile, transportable or portable digital satellite mobile apparatus or terminal which is capable of connection by radio interface to the system which is approved by the regulatory authority and under any applicable legislation concerning such equipment, used by the customer;
 - 1.1.6. "**IMN**" means an identification number issued by Inmarsat to the owner or user of the terminal, which is linked to the terminal and is used for purposes including billing for the Services.
 - 1.1.7. "**monthly access charge**" means the monthly charge for the customer to remain connected to the system;
 - 1.1.8. "**SIM Card**" means a Subscriber Identity Module card, which contains subscriber information and, when used with the equipment, enables access to the service.
 - 1.1.9. "**SIM card and activation charge**" means the charge for the SIM card and for the activation of the connection to the system;

- 1.1.10. **“the interest rate”** means the maximum permissible interest rate set out from time to time or prescribed from time to time in terms of the Usury Act;
 - 1.1.11. **“the network operator”** means the provider of the service as appointed by SatComm from time to time, which appointment shall be at the sole discretion of SatComm;
 - 1.1.12. **“the regulatory authority”** means the relevant regulatory authority vested with the power and authority to regulate the operation of the system in the Republic of South Africa;
 - 1.1.13. **“the service”** means a basic telecommunication service providing two-way communication of voice and/or data by satellite via the system and such other additional telecommunication service as SatComm may at its option choose to make available from time to time by means of the system;
 - 1.1.14. **“the system”** means the satellite or telecommunication service offered by the network operator from time to time;
- 1.2. The clause headings have been inserted for convenience only and shall not be taken into account in its interpretation.

2. CONNECTION TO THE SYSTEM AND PROVISION OF THE SERVICE

- 2.1. The service is made available to the customer or other authorised users. The customer shall inform himself and shall use the service in compliance with all applicable national and local laws. Only equipment approved by all applicable governmental authorities (in so far as governmental authorities are required to approve equipment by legislation) and meeting the requirements and operating procedures of the network operator shall be used to obtain the service. SatComm reserves the right to terminate the service without advance notice if SatComm becomes aware that the customer has violated any such laws, requirements or procedures while using the service.
- 2.2. It is recorded that the customer is aware and accepts that the service may be temporarily interrupted or suspended because of suspected fraudulent activities or because of equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper or improved operation of the service.
- 2.3. The customer agrees to comply with any terms and conditions imposed by the network operator relating to the utilisation of the service by the customer.
- 2.4. Subject to the terms and conditions, SatComm shall connect and maintain the connection of the equipment to the system and SatComm shall use its reasonable endeavours to make the service available to the customer, save and except, for circumstances beyond the control of SatComm.
- 2.5. The customer agrees to make use of the service with equipment approved by SatComm.

3. CHARGES AND PAYMENT

- 3.1. The customer shall pay to SatComm on a monthly basis, either in cash, by cheque, electronic funds transfer or telegraphic transfer within fifteen (15) days of the date of SatComm invoice, the aggregate of all charges levied by SatComm, from time to time, as set out on SatComm’s invoices, including without limitation, the call charge, the monthly access charge, the connection charge and the SIM card and activation charge.
- 3.2. SatComm shall be entitled to request payment of such deposit as it may deem fit, which deposit shall be paid by the customer immediately upon request by SatComm. If the customer has paid a deposit to SatComm, such deposit may be retained and appropriated in whole or in part by SatComm towards payment of any sums whatsoever due to SatComm by the customer. The deposit shall only be refundable on termination of the service net of any sums whatsoever due to SatComm by the customer.
- 3.3. All charges are exclusive of Value Added Tax or any other tax or levy that may be imposed by law, and are subject to increases by the Network Operator from time to time.
- 3.4. The customer shall not be entitled to set-off any amount owing to it by SatComm for any reason whatsoever, against any payment due by it to SatComm.
- 3.5. Until the theft or loss of any equipment and/or SIM card has been notified in writing by the customer to SatComm and SatComm has had a reasonable opportunity to disconnect the service in respect thereof, the customer shall be liable for all charges as a result of the use of the equipment and/or SIM card by any person whatsoever.

- 3.6 All legal and other costs incurred by the Seller in recovering monies due to SatComm in terms hereof shall be paid by the customer on an attorney and own client scale.

4. CONNECTION

Whilst SatComm shall make every reasonable effort to connect the customer to the service timeously, SatComm shall not be responsible for any consequences as a result of delay or liable for any damages (including consequential damages), costs or expenses whatsoever which the customer may incur or suffer if the connection is delayed.

5. CUSTOMER ACKNOWLEDGEMENT

5.1 The customer acknowledges and agrees that:

- 5.1.1 SatComm is only a service provider and should the network operator terminate, truncate or in any other way change the service it provides, same shall not constitute a breach by SatComm, and the customer shall not be obliged to accept such termination, truncation or change. Should the customer not accept such termination, truncation or change, the customer may, in this circumstance only, elect to cancel the agreement by providing SatComm with 1 (one) months' written notice of cancellation.
- 5.1.2 The billing records provided as part of SatComm's monthly account are supplied by the network operator. In the event that the customer disputes any usage of the service which appears on SatComm's invoice, the customer must pay the full amount charged by SatComm. Should the customer wish to claim a credit for the disputed usage, the customer shall within fifteen (15) days of the receipt of SatComm's invoice, submit full details on the dispute in writing. SatComm undertakes to use its reasonable commercial endeavours to have the charge reduced or reversed and on receipt of any credit from the network operator, it shall pass this on to the customer.
- 5.1.3 Service quality and coverage available to the customer shall be limited to that provided by the network operator and the service may from time to time be adversely affected by physical features such as buildings and underpass as well as atmospheric conditions and other causes of interference.
- 5.1.4 The customer shall be liable to install, maintain and monitor all lighting, electricity, inside wiring and related items to ensure the proper functioning of the Service.
- 5.1.5 The customer shall be liable for the installation and maintenance of all protection against computer viruses and other harmful content.

6. LIABILITY

- 6.1 The customer waives any claim for loss, damage or liability which he may have against SatComm arising out of, but not limited to, claims based on the fact that the goods are not suitable for the customer's purpose, except to the extent that SatComm was notified of the purpose for which the customer is intending to use the goods and SatComm assured the customer that the goods will be fit for that purpose.
- 6.2 Subject to the content of clause 6.1 above, SatComm will not be liable for any contractual, delictual and/or consequential damages, including but not limited to, loss of profits, loss of production and loss of market share arising from any alleged lack and / or disability of the goods and/or any late delivery thereof. SatComm 's liability will under all circumstances and regardless of the manner in which it occurred, in SatComm's exclusive discretion, be limited to the replacement of these goods at no cost to the customer.

7. SUSPENSION / DISCONNECTION

- 7.1 SatComm may from time to time and without notice suspend the service (and at SatComm's discretion disconnect the equipment from the system) during any technical failure, modification or maintenance of the system provided that SatComm, will use its reasonable endeavours to procure the resumption of the service as soon as reasonably practicable.
- 7.2 If the customer fails to comply with any of the terms and conditions of this agreement (including any failure to pay any amount due herein) SatComm may, after complying with the provisions in clause 8, suspend the service. In such circumstances the customer shall be liable for any fees relating to such suspension and re-activation

- 7.2 Notwithstanding any suspension of the service under this clause, the customer shall remain liable for all charges due hereunder throughout the period of suspension unless SatComm at its sole discretion determines otherwise in writing.

8. BREACH

- 8.1. Should either of the Parties breach any provision of this Agreement ("Defaulting Party"), then, the other party ("Aggrieved Party") shall be obliged to afford the Defaulting Party a period of 14 (fourteen) days within which to remedy the breach or, if the breach cannot be remedied within 14 (fourteen) days, within such longer period as may be given by the Aggrieved Party by notice to the defaulting party requiring it to do so, failing which the Aggrieved Party shall then be entitled, at its sole and absolute discretion, and without prejudice to any other rights available to the Aggrieved Party in law, to:
- 8.1.1 Procure the services of a third party to remedy the breach and claim the full costs from the defaulting party. The invoices issued by the third party provider for the service rendered shall be construed as prima facie proof of the total costs incurred and that such costs incurred by the aggrieved party in rectifying the breach shall in all respect be deemed as reasonable and necessary. In this regard the defaulting party undertakes to reimburse the aggrieved party of all such costs incurred within seven (7) days of receipt of the third party provider's invoice; or
 - 8.1.2 Cancel this agreement and claim damages
- 8.2 Subject to the provisions of clause 8.1, SatComm shall be entitled to terminate this Agreement and claim damages and/or specific performance (on such basis as it considers appropriate), if the customer:
- 8.2.1 Breaches any of its obligations and/or warranties in terms of this Agreement;
 - 8.2.2 Acts dishonestly and/or in bad faith;
 - 8.2.3 Made or makes any intentional or negligent misrepresentation to SatComm, whether in any negotiations preceding the conclusion of, or in the execution of this Agreement;
 - 8.2.4 Conducts itself in a manner which is likely to bring the Client into disrepute;
 - 8.2.5 Commits the same or a substantially similar breach more than 3 (three) times within any period of 6 (six) consecutive months.
 - 8.2.6 If the customer does or allows to be done anything which in SatComm's opinion will or may have the effect of negatively affecting the operation of the service;
 - 8.2.7 If any licence to operate or use the system is revoked, terminated or modified for any reason either in whole or in part; or
 - 8.2.8 If, for any reason, the network operator ceases to make the system available to SatComm.

9. TERMINATION

- 9.1 Either party may terminate this agreement by providing the other party with no less than 3 (three) months written notice of their intention to cancel.
- 9.2 A cancellation fee may be applicable on all cancellations made in terms of clause 9.1 above.
- 9.3 Upon termination of the service, SatComm shall disconnect the equipment from the system.
- 9.4 After disconnection of the equipment from the system consequent upon termination of the service, the customer shall pay a disconnection charge which SatComm may wish to charge at its sole discretion.

10. CESSION & ASSIGNMENT

- 10.1 The customer may not cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of SatComm, which consent shall not be unreasonably withheld.
- 10.2 SatComm shall be entitled, at any time, to cede, assign transfer, encumber or delegate any of its rights, title, interest or obligations to any third party without the customer's consent.

11. VARIATION OF CHARGES AND TERMS

- 11.1 SatComm reserves the right to vary the charges and the terms and conditions at its sole discretion, whether as a result of new legislation, statutory instruments, government regulations of licence requirements, amendments to the standard terms and conditions of SatComm, or any similar event. SatComm shall notify the customer of any such variation in writing thirty (30) days prior to the change being effective.
- 11.2 SatComm reserves the right without cost or penalty to itself, to alter any name, code or number allocated by SatComm from time to time for use in connection with the service and the customer indemnifies SatComm against any liability arising from such alteration.

12. SUPPORT

- 12.1 SatComm will be liable for first line support to the customer.
- 12.2 Second and third line support shall be escalated to the Network Operator.

13. CERTIFICATE

A certificate signed by any member or accountant of SatComm (whose appointment and authority shall not be necessary to prove) as to the existence of any facts and, in particular, without limiting the foregoing generality, as to the amount of the indebtedness of the customer, shall constitute *prima facie* proof of such facts for any purpose.

14. DOMICILIUM

The customer chooses its registered address as its domicilium citandi et executandi for all purposes in terms of this agreement. The customer may change its domicilium by giving fourteen (14) days written notice to SatComm of its new domicilium.

15. SEVERABILITY

These terms and conditions shall apply in so far as they are held to be lawful and enforceable. If any condition or part of a condition shall be held to be unlawful or unenforceable, these terms and conditions shall be read and construed as if such condition or part thereof were being omitted.

16. GENERAL

- 16.1 The parties acknowledge and agree that:
- 16.1.1 These terms and conditions constitutes the entire agreement between them and save as is herein set forth there are no terms and conditions, rights and liabilities between them and no warranties or representations have been made by any of them or on behalf of them which may have had the effect of inducing any of the parties to conclude any agreement or at all. The parties hereby expressly waive any rights which they may have had as a result of any such terms, conditions, warranties and representations.
- 16.1.2 No relaxation or indulgence which either of the parties may afford to any of the other shall in any way prejudice the rights of the first mentioned party nor shall such first mentioned party be estopped from exercising any such rights by reason thereof.
- 16.1.3 The clause headings in these Terms and Conditions of Sale shall not be used in the interpretation thereof.
- 16.1.4 Illustrations, descriptive matter and other literature issued in respect of any product sold are intended as a general guide only and are not to be taken as binding on SatComm.
- 16.1.5 In the event that an order is placed by the customer, such order shall constitute an irrevocable offer to purchase the goods or services in concern and acceptance of such order/offer shall constitute a sale on the terms and conditions stipulated herein to the exclusion of any conditions to the contrary attached to or forming part of the customer's order.
- 16.1.6 Acceptance of the customer's order by SatComm shall take place when SatComm accepts the customer's order in writing. The place of acceptance, which shall be deemed to be the place where the agreement has been concluded, shall be the place where SatComm accepts the customer's order.
- 16.1.7 The customer shall be responsible for ensuring the accuracy of the terms of any order submitted by the customer.