



In-House Paging Systems cc

Omnibus Agreement

THIS AGREEMENT COMPRISES THE FOLLOWING PAGES;

Schedule of Parties to the Agreement, Acceptance, and Customer Option Selection (this page)
Omnibus Agreement - Terms and Conditions, as amended from time to time
Equipment Schedule

Parties to the Agreement

By and between:

"The Supplier"

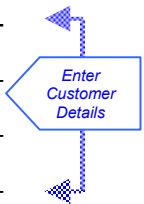
and

"The Customer"

In-House Paging Systems cc

2001/024306/23
 CB Centre, 75 Durham Road
 CLUBVIEW, CENTURION,

P O Box 153, IRENE, 0062



Accepted by:

"The Supplier"

and

"The Customer"

at _____ on (date) _____

at _____ on (date) _____

For the Supplier

For the Customer

As witnesses

1) _____

As witnesses

1) _____

2) _____

2) _____

Customer Option Selection

The Customer indicates his choice by completing the desired box/es. All parties to **initial** next to the completed box/es.

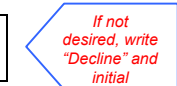
Outright Purchase

The Customer wishes to Purchase the Equipment Outright (clauses OP1, and EW1 et sec apply).



Customer Declines Outright Purchase with Extended Warranty

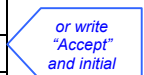
The Customer declines the Extended Warranty offered (clauses EW1 et sec will not apply).



Full Maintenance Rental

The Customer wishes to use the equipment under a Full Maintenance Rental (clauses FMR1 et sec apply).

One Year	_____
Two Years	_____
Three Years	_____
Four Years	_____
Five Years	_____



Installation

The Customer wishes the Supplier to install the equipment (clause 4 applies).





In-House Paging Systems cc

Omnibus Agreement Terms and Conditions

WHEREAS:-

1) THE EQUIPMENT

The Supplier agrees to supply the equipment shown in the Equipment Schedule to the Customer, at the charges specified in the Equipment Schedule.

2) ADDITIONAL EQUIPMENT

Additional equipment supplied to the Customer by the Supplier will become an extension to this agreement, such additional equipment being provided at the ruling charges at the time of supply.

3) USEAGE AND ACQUISITION METHODS

The Customer elects to accept either, the *Outright Purchase*, or the *Outright Purchase with Extended Warranty*, or the *Full Maintenance Rental* sections of this agreement, and indicates his choice on the Equipment Schedule. If there is any doubt or disagreement as to the Customer's choice, the section *Outright Purchase* will apply.

4) INSTALLATION

If accepted by the Customer in the Equipment Schedule and accepted by the Supplier, the Supplier agrees to install the equipment at the premises of the Customer on or near a date agreed by both parties. **Travelling Costs, Installation Costs and Hotel Accommodation** noted in the Equipment Schedule, will be paid by the Customer. The Customer undertakes to obtain authority for the installation from any landlord, or Authority, and the Supplier shall not be held liable for any breach of authorisation.

5) AGREEMENT STARTING DATE, ANNIVERSARY DATE, AGREEMENT PERIOD, AUTOMATIC EXTENSION

5.1) This agreement runs from the earliest of the date of supply, or from the actual installation date if the Supplier performs installation.

5.2) The Anniversary Date will be the first day of the calendar month following the month during which the equipment is supplied, or the installation date if the Supplier performs installation.

5.3) The Agreement Period will be the number of years agreed upon by the parties, as accepted in the Equipment Schedule. It will start on the Anniversary Date defined above, and will end on the last day of the final calendar month of the Agreement Period.

5.4) At the end of the Agreement Period, the agreement will be extended on a month-to-month basis, under similar terms and conditions to those stated in this agreement, until cancelled by the Customer in writing.

6) TERMINATION

In the event of non-availability of spare parts, sanctions or change of business conditions rendering the equipment not maintainable by the Supplier, the Supplier may cancel the agreement upon three months written notice. If so terminated, the Supplier shall not be liable for claims for specific performance or damages.

7) PAYMENT

7.1) All regular monthly charges under this agreement will be payable in advance by means of a debit order by the Customer, free of any discount or bank commission.

7.2) The Customer agrees to pay all amounts not automatically collected by the Supplier within thirty days of statement. If a debit order facility is in place, the Supplier is authorised to claim such amounts by debit order.

8) DELIVERY

8.1) Within the Republic of South Africa, the Supplier will deliver at his cost, any equipment required by the Customer.

8.2) Outside the Republic of South Africa, delivery costs, customs charges and government duties will be for the Customer's account.

8.3) The Customer will return at his cost, any equipment to be moved from the Customer to the Supplier, including customs or government duty.

9) TAXES

The Customer agrees to pay Value Added Tax, and any other duties, levies, or statutory charges that may be required from time to time. Taxes are excluded from prices shown in this agreement, and will be added at time of invoicing.

10) MONTHLY CHARGES

10.1) A pro-rata charge may be raised should equipment only be installed for part of a month.

10.2) All monthly charges may be escalated annually on the Anniversary Date according to the amount specified in the Equipment Schedule.

11) BATTERIES

The supply and replacement of batteries is the responsibility of the Customer. The Customer will remove all batteries before returning equipment to the Supplier. The Supplier will install new batteries before returning equipment to the Customer, such batteries being invoiced at the current price. Equipment damage caused due to leakage of batteries is deemed to be damage caused by improper operation.

12) LICENSING

The Customer agrees to obtain and maintain any licences or approvals required by Government or Authorities for the operation of the equipment, and the Supplier will assist in obtaining such licences or approvals. Should such licence or approval not be obtained or be withdrawn for any reason whatsoever, the Customer shall still be responsible for any outstanding responsibilities under this agreement.

13) SOFTWARE LICENSING

13.1) The Customer agrees that all software is provided by the Supplier on a "usage basis" and that ownership of the software remains vested in the Supplier and is never transferred to the Customer.

13.2) The Customer agrees that software may only be used on the total number of workstations specified by the Supplier.

14) GSM EQUIPMENT, SMS FACILITIES, and SMS SOFTWARE LICENSING

14.1) The Customer agrees that GSM (Ground System for Mobile communications) equipment and software will only be used with a SIM-card (identity or access card) supplied by, or authorised by the Supplier or by the Supplier's agent, hereinafter referred to as the "Service Provider". Furthermore, the Customer agrees to protect the equipment and SIM-card against misuse.

14.2) Charges are raised in accordance with the standard terms and conditions of the Service Provider, and will be collected by means of debit order from the Customer's bank account. Should banking details change, the Customer undertakes to inform the Service Provider timeously in writing. Should the Service Provider's bankers decline any debit order collection, the Customer agrees to accept the re-processing fee commonly in use by the Service Provider.

14.3) Should the network operator or the Service Provider alter or amend charges, the Service Provider shall be entitled to adjust charges to the Customer in line with such changes. In the case of a dispute regarding such alterations, the Supplier's auditors shall be the sole judges of the fairness of such revised charges.

14.4) The Customer will abide by any contractual terms specified by the Service Provider.

15) CESSION

Both the Supplier and the Customer shall be entitled to cede their rights and responsibilities under this agreement to a third party. In the event of such cession taking place, the party wishing to cede his rights shall inform the other party in writing, and the agreement shall then become binding between the remaining party, and the new party.

16) JURISDICTION

Both parties agree to accept the jurisdiction of the Magistrates Court in Pretoria, South Africa.

17) DOMICILE

The parties choose their respective domicile citandi et executandi for all purposes in terms of this agreement at the addresses stated in the Schedule of Parties to the Agreement unless altered in writing.

18) NOTICES

Every notice or other communication required or permitted under this agreement shall be in writing and shall be sufficiently given, seven days after posting by registered mail to the other party at its domicilium citandi et executandi.

19) AGREEMENT COSTS

The Customer agrees to pay any costs associated with the drafting and operation of this agreement, including stamp duty, taxes, or any other similar charges.

20) CLAUSE HEADINGS

The headings of the clauses in this agreement are intended for convenience only and shall in no way affect the construction of this agreement.

21) WHOLE AGREEMENT

This agreement and any attached schedules constitute the whole agreement between the parties and replace any preliminary understanding or agreement that may have been entered into between them. No amendment of this agreement shall be effective unless reduced to writing.

22) NON-WAIVER

No indulgence or relaxation of the terms of this agreement by either party shall constitute a waiver or abandonment of that party's rights to require strict performance of the terms of this agreement. A waiver by any party of any breach of the agreement by the other party, shall not be construed as a continuing waiver for a similar breach, and a waiver shall be effective only when made in writing.

All parties,
please
initial here.

Outright Purchase

The clauses numbered **OP1 et sec** apply when the Customer has accepted to purchase the equipment shown in the Equipment Schedule.

OP1) PURCHASE AMOUNT

The Purchase Amount shown in the Equipment Schedule will become due and payable by the Customer to the Supplier once the equipment is drawn from the Supplier's store, at which time, risk will pass to the Customer.

OP2) WARRANTY OBLIGATIONS

OP2.1) The Supplier warrants that the equipment will perform to published specifications for the first twelve full calendar months from the date of supply or from the actual installation date if the Supplier performs installation.

OP2.2) In the event of an equipment malfunction, the Supplier will repair or replace the defective equipment at his discretion.

OP2.3) Should the Supplier elect to replace equipment covered under warranty, the Supplier may utilise Service Exchange equipment.

OP2.4) The Customer will be responsible for returning any defective moveable equipment to the Supplier. Equipment which requires on-site service, will be repaired or replaced on-site at the discretion of the Supplier, and the Customer will be required to reimburse the Supplier for fair travelling costs and accommodation.

OP2.5) The Customer agrees to exercise due care in the use of the equipment and to pay any charges made by the Supplier if, in the opinion of the Supplier, repairs are necessary due to any reason other than fair wear and tear.

Outright Purchase with Extended Warranty

The clauses numbered **EW1 et sec** apply to Purchased Equipment unless the Customer has declined to accept an Extended Warranty over the equipment in the Equipment Schedule.

EW1) EXTENDED WARRANTY

The Extended Warranty will start on the first day of the calendar month twelve months following the date of supply or from the actual installation date if the Supplier performs installation, and will be for a minimum period of two years. Thereafter either party may cancel the Extended Warranty by giving notice in writing.

EW2) EXTENDED WARRANTY MONTHLY CHARGE

The Extended Warranty Monthly Charge is specified in the Equipment Schedule. Escalation may be applied according to the Equipment Schedule.

EW3) EXTENDED WARRANTY OBLIGATIONS

Extended Warranty Obligations are similar to those contained in paragraph **OP2 et sec Warranty Obligations** contained in the section **Outright Purchase** of this agreement, except that the "performance period" stated in paragraph OP2.1 will extend as long as this agreement is in effect.

Full Maintenance Rental

The clauses numbered **FMR1 et sec** apply when the Customer has accepted to use the equipment in the Equipment Schedule under Full Maintenance Rental terms and conditions.

FMR1) FULL MAINTENANCE RENTAL PERIOD

FMR1.1) The Full Maintenance Rental Period specified in the Equipment Schedule will start on the first day of the calendar month following the date of supply or from the actual installation date if installation is performed by the Supplier (the Anniversary Date). At the end of the Full Maintenance Rental Period, the Customer may terminate the agreement at any time by informing the Supplier in writing, and by returning all equipment, carriage paid to the Supplier.

FMR1.2) The Customer may extend the Full Maintenance Rental Period up to the maximum period shown on the Equipment Schedule by informing the Supplier in writing, and the new monthly charges will apply from the start of the next calendar month. However, no set-off will be allowed for higher Full Maintenance Rental Monthly Charges already paid.

FMR2) FULL MAINTENANCE RENTAL MONTHLY CHARGE

Full Maintenance Rental Charges are shown in the Equipment Schedule. Escalation may be applied according to the Equipment Schedule.

FMR3) AUTOMATIC EXTENSION

At the end of the Full Maintenance Rental Period, the Rental Period will be extended on a month to month basis, under similar terms and conditions to those stated in this agreement, however, the charges shown in the Equipment Schedule under "Extended Warranty Charge" will be applied. Paragraph EW2) Extended Warranty Monthly Charge will be applicable to this monthly charge.

FMR4) OWNERSHIP OF EQUIPMENT, PURCHASE OPTION, DEEMED PURCHASE PRICE, DEEMED PURCHASE DATE

FMR4.1) The equipment shall remain the property of the Supplier, unless the Customer has exercised his Purchase Option.

FMR4.2) The Customer may at any time during the Full Maintenance Rental Period, acquire ownership of the equipment by informing the Supplier, exercising a Purchase Option, and paying the Deemed Purchase Price plus any outstanding monies to the Supplier.

FMR4.3) The Deemed Purchase Price will be calculated as follows;

The greater of either;

The Purchase Price, multiplied by the remaining number of months in the Full Maintenance Rental Period, divided by the total number of months in the Full Maintenance Rental Period,

or

Thirty percent of the Purchase Price.

All charges are shown in the Equipment Schedule.

FMR4.4) Once the Deemed Purchase Price as well as any outstanding monies of any sort have been received by the Supplier, the Customer will be released from further obligations relating to the **Full Maintenance Rental** section of this agreement, and ownership of the equipment will be transferred to the Customer. The first day of the next calendar month will be known as the Deemed Purchase Date.

FMR4.5) From the Deemed Purchase Date onwards, the terms and conditions of the **Outright Purchase with Extended Warranty** section of this agreement will apply. Extended Warranty Monthly Charges, defined under the aforesaid section, shall be charged from the Deemed Purchase Date and calculated from the actual equipment Installation Date. Escalation may be applied according to the Equipment Schedule.

FMR5) INSURANCE

Whilst the equipment remains the property of the Supplier, the Customer agrees to insure the equipment for the Purchase Price shown in the Equipment Schedule.

FMR6) OBLIGATIONS

FMR6.1) The Supplier warrants that the equipment will perform to published specifications during the currency of this agreement.

FMR6.2) In the event of an equipment malfunction, the Supplier will repair or replace the defective equipment at his discretion.

FMR6.3) Should the Supplier elect to replace equipment covered under this agreement, the Supplier may utilise Service Exchange equipment.

FMR6.4) The Customer will be responsible for returning any defective moveable equipment to the Supplier. Equipment which requires on-site service, will be repaired or replaced on-site at the discretion of the Supplier, and the Customer will reimburse the Supplier for fair travelling costs and accommodation.

FMR6.5) The Customer agrees to exercise due care in the use of the equipment, and to pay any charges made by the Supplier if, in the opinion of the Supplier, repairs are necessary due to any reason/s other than fair wear and tear.

All parties,
please
initial here.