

Delmac Field Services, c.c.

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Sales & Service of Two-Way Radio Equipment

Vat no. 4240254419

COMMUNITY REPEATER RENTAL AGREEMENT FORM

| | | | | |
|--|--------------------|---|------------|------------------------|
| <u>NAME</u> | | <u>TRADING AS</u> | | |
| ID No. | | | | |
| <u>ADDRESS</u> being chosen domicilium et citandi executandi | | <u>ADDRESS</u> where account is sent | | |
| <u>POSTAL ADDRESS</u> | | <u>Tel. No.</u> | | <u>e-mail/fax</u> |
| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>COST PER MONTH</u> <small>(Licence Incl.)</small> | <u>VAT</u> | <u>TOTAL PER MONTH</u> |
| | | R | R | R |
| | | R | R | R |
| | | R | R | R |
| | | R | R | R |

Signed at

Date

FOR AND ON BEHALF OF USER

FOR AND ON BEHALF OF D.F.S.

Name

Name

Designation

Designation

Signature

Signature

Witness

Witness

Signature

Signature

See Back for Terms & Conditions

COMMUNITY REPEATER RENTAL TERMS AND CONDITIONS

1. **“DELMAC FIELD SERVICES,cc”** hereafter referred to as **D.F.S.** agrees to rent a Community Repeater Facility herewith referred to as the **“Equipment”** to the **“User”** subject to the following terms and conditions.
2. This agreement shall be for a period of **1 (One) year** commencing on the first payment due, thereafter it shall be automatically renewed, unless notice canceling this agreement has been given by either party to the other, not less than 1 (one) month prior to the termination of this agreement or any renewal thereof.
3. The **User** agrees to pay to **D.F.S.** the rental sums as indicted on the **Agreement Form by debit order, in advance**, (Bank Details Attached). It is understood that the sums listed on the said form are for 1 (one) calendar month.
4. The amount payable by the **User** to **D.F.S.** for such rental shall be paid irrespective of whether or not the **Equipment** is operative **MONTHLY** in **ADVANCE** provided that failure of said **Equipment** does not exceed 10 days in any calendar month.
5. Where failure of the **Equipment** exceeds 10 (ten) days in any calendar month, **D.F.S.** agrees to pass a credit for the period exceeding the said 10 (ten) days.
6. **D.F.S.** reserves the sole right of access to the **Equipment** and no persons shall be permitted access without the prior written authority of **D.F.S.**
7. **D.F.S.** may at any given time whatsoever render the **Equipment** unserviceable for the purpose of maintenance for a period during any working week, not exceeding 24 (twenty-four) hours and the user shall not have any claims for compensation or damages whatsoever arising in connection with any of the rights granted to **D.F.S.** in terms of this agreement.
8. **D.F.S.** or its nominee reserves the exclusive right to the repair maintenance or replacement of all radios and accessories compatible with the **Equipment** at the ruling chargeable rate of **D.F.S.** or its nominee, at the date of replacement.
9. It is a special condition of this agreement that the user shall not have the right to cede, assign or in any manner make over its rights and its obligations under this agreement without the written consent of **D.F.S.** first having been obtained.
10. While **D.F.S.** will at all times, endeavor to ensure that the **Equipment** remains in good working order subject to the other conditions herein, nevertheless no liability shall attach to **D.F.S.** in respect of or arising from inoperative **Equipment** or because of delays in carrying out a service in terms hereof and in no event shall **D.F.S.** be liable for consequential damages arising from such inoperability.
11. This agreement constitutes the entire negotiations between the parties hereto and supersedes all prior offers, negotiations and verbal offers. No amendment or variations of this agreement shall be binding unless made in writing and signed by the responsible person for **D.F.S.** and a person only authorized by the **User**.
12. This agreement and the rights and obligations of the parties under it, are subject to present and future valid orders, laws, rules and regulations of duly constituted authorities having that required jurisdiction.
13. Failure or delay on the part of **D.F.S.** or the user to exercise any rights of power of privilege hereunder shall not operate as a waiver thereof.
14. On cancellation of this agreement all radios must be returned to the offices of **D.F.S.** or its nominee for the modification to disable the radio from operating on the **Equipment**. Failure to comply with this clause will render the **User** liable for prosecution for operating unlicensed equipment in terms of the **Post & Telecommunications Authorities** regulations.