

## GEARHOUSE SYSTEM SOLUTIONS (Pty) Ltd: TERMS & CONDITIONS OF BUSINESS

### 1. **Interpretation**

- 1.1 "Gearhouse" shall mean Gearhouse System Solutions (Pty) Limited, registration number 2001/029759/07.  
1.2 "Client" shall mean the entity or person's name appearing on the order form.  
1.3 Any reference to the "equipment" and "services" shall mean the equipment and services listed in the quotation and supplied to the client in terms of this Agreement.

### 2. **Terms & Conditions to prevail**

- 2.1 The terms and conditions contained in the quotation, order and herein, shall constitute the sole terms of the Agreement between Gearhouse and the client.  
2.2 No amendment or consensual cancellation of the Agreement, extension of time, waiver or relaxation or suspension of any of the provisions or terms of the Agreement shall be binding on the parties unless recorded in writing and signed by an authorised representative of Gearhouse.

### 3. **Payment**

- 3.1 Accounts are due and payable as prescribed in the quotation, and if not so prescribed on presentation of invoice.  
3.2 Payments are payable by the client to Gearhouse in cash, in SA currency without deduction or set off and free of any exchange.  
3.3 The client shall pay interest on all overdue accounts at the rate of 2% per month.  
3.4 Any amount of whatsoever nature due by the client to Gearhouse shall be proved by way of a Certificate signed by a Director of Gearhouse, which Certificate shall constitute proof of the amount of the client's indebtedness.

### 4. **Warranties & Indemnities**

- 4.1 No warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise or whether they induced the contract or not, which are not set forth in this Agreement, shall be binding on Gearhouse, the client irrevocably waiving any right it may have to rely thereon.  
4.2 The parties agree that Gearhouse 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, any of the equipment and services and whether or not occasioned by Gearhouse's negligence (gross or otherwise) or any act or omission on its part. For the purposes hereof, any reference to Gearhouse shall include its servants, agents or contractors or any other person for whose acts or omissions Gearhouse may be liable in law. Without limiting the foregoing, Gearhouse does not warrant that the equipment and services will be fit for the purposes for which they are to be used by the client (notwithstanding that the use of which the client intends to put the equipment and services is known to Gearhouse).  
4.3 The client shall have no claim of any nature whatsoever whether for damages, or omission of the contract price, cancellation or otherwise, against Gearhouse, its servants, agents or others on whose behalf Gearhouse will be liable, in respect of any loss or damage sustained by the client of any nature whatsoever or any damage caused to the assets of the client or assets kept on its premises by any third parties or in regard to the client's business or sustained by any of its customers, howsoever caused, (gross or otherwise), act or omission of Gearhouse, its servants, agents or others from whom it may be liable in law.

### 5. **Addresses & Notices**

- 5.1 The street address supplied by the client on the quotation and order will be regarded as client's chosen address where notices may be given and documents and legal proceedings may be served.  
5.2 Client must notify Gearhouse in writing immediately if it's chosen address changes.  
5.3 Any notice to Gearhouse System Solutions should be addressed to its head office at  
9 Kyalami Road, Westmead, Pinetown, 3608, Kwa Zulu Natal, South Africa  
P.O. Box 15879, Westmead, 3608 Fax no. 0861 113 540 .

### 6. **Cession**

- 6.1 Only Gearhouse shall be entitled, without notice to the client, to cede and assign its rights and obligations which it may have in terms of this Agreement to any third party.

### 7. **Legal Proceedings / Costs**

- 7.1 The client shall be liable for all costs incurred by Gearhouse in the recovery of any amounts or the enforcement of any rights which it has hereunder 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 Judgement has been granted in connection with the enforcement of such Judgement.  
7.2 Client consents that Gearhouse may sue in a Magistrate's Court, even if its claim against the client exceeds the jurisdiction of the Magistrate's Court.

### 8. **Breach / Cancellation**

- 8.1 Should the client fail, refuse or neglect to make payment of any amounts due and payable in terms of the quotation, Gearhouse shall be entitled in addition to any other rights or remedies it might have in law, to:-  
8.1.1 immediately cancel the Agreement on written notice;  
8.1.2 remove its equipment without hindrance;  
8.1.3 institute an action for damages.  
8.2 If this Agreement is cancelled by the client for any reason whatsoever, more than seven calendar days prior to the booked date, the deposit (if any) will be forfeited to Gearhouse.  
8.3 If this Agreement is cancelled by the client for any reason whatsoever, less than seven calendar days prior to the booked date, the deposit (if any) will be forfeited to Gearhouse and the balance of the contract price as listed on the quotation shall become due and payable by the client.

### 9. **Client's Obligations**

- 9.1 Client shall ensure that all addresses of venues, job dates and equipment specifications are correct.  
9.2 Client undertakes to provide access to the installation site. If access is not provided and installation is not completed by Gearhouse at the stated date, client records that Gearhouse will not incur any liability for any delay as a result.  
9.3 Client shall provide 24 hours continuous security for Gearhouse's equipment for the whole duration of the period equipment is supplied to the client by Gearhouse. The costs of security will be entirely for client's account.  
9.4 The client warrants that all relevant permits or permissions necessary to hold an event have been granted. Client furthermore confirms that Gearhouse shall in no way be required to apply or obtain any permit or permission from any authority or person whatsoever in order for it to comply with its obligations in terms of this Agreement.  
9.5 Client shall be responsible for any loss or damage to all equipment until such time as the installation on site has been completed and handed over by Gearhouse.  
9.6 Client is required to have a representative, medical personnel and electrician available on site when so required by Gearhouse. Should client fail to provide these personnel on request Gearhouse shall not be liable for any delay caused.

### 10. **General**

- 9.7 These terms and conditions will be governed by South African law.  
9.8 The client consents to Gearhouse making inquiries about the client's credit record with any credit reference agency and any other party to confirm the details relevant to this Agreement. Gearhouse may also provide credit reference agencies with regular updates regarding how you manage your accounts, including your failure to meet agreed terms and conditions.  
9.9 All quotations are only valid for a period of fourteen (14) days of the date stated on the quotation.  
9.10 All quotations and orders are subject to standard terms and conditions of business.

