

## PRODUCT SPECIFIC TERMS – ONCE-OFF CAPEX

This document is concluded under the terms of the Master Services Agreement between HUGE and the Customer, and these terms and the Master Services Agreement shall be read as one agreement.

Capitalised terms not defined herein have the same meaning as defined in the HUGE Master Services Agreement.

Unless the Customer has entered into a reseller agreement with HUGE, resale of the Service is not permitted.

### 1. ONCE-OFF HARDWARE SALES

- 1.1. Payment of the goods purchased is **due on delivery**.
- 1.2. Credit limits, where granted, may not be exceeded without prior consent.
- 1.3. Delivery of the goods shall be deemed to have been effected upon handing over of the goods to the Customer or the Customer's agent. For this purpose, where the goods are delivered by a carrier, such carrier shall be deemed to be the agent of the Customer.
- 1.4. The Customer hereby acknowledges that should an amount not be paid on the due date, the entire balance then outstanding shall immediately become due and payable without any notice. The Customer shall further pay interest on all overdue amounts at the maximum rate permissible to be charged under the provisions of the National Credit Act in relation to incidental credit from due date until date of payment.
- 1.5. Ownership in the said goods shall remain vested in HUGE until HUGE has received payment in full for the goods purchased, but the parties further agree that the goods shall be at the Customer's risk immediately on delivery to the Customer or its agent, whichever is sooner.
- 1.6. Insurance coverage with the carrier is the responsibility of the Customer.
- 1.7. HUGE shall not be liable to the Customer or any third party for any loss, liability, damage (whether direct or consequential) or expense of any nature whatever suffered by the Customer or any third party as a result or which may be attributable to:
  - 1.7.1. The goods or any part thereof being defective in any way (whether latent or patent).
  - 1.7.2. Any delay in delivering or any failure to deliver the goods or any part thereof, and the Customer indemnifies HUGE against any claim which may be made against HUGE in respect of any such loss, liability, damage or expense.
- 1.8. Notwithstanding the above, HUGE provides back to back warranties with its suppliers.
- 1.9. In the event of the goods becoming defective during the warranty period, HUGE shall use its best endeavours to obtain replacement stock from its suppliers.

### 2. EXTENDED WARRANTY ON EQUIPMENT

- 2.1. HUGE warrants that Customer Equipment and Service Equipment procured from HUGE will be free of any defect in materials or workmanship for the period of (3) years, or the duration of this agreement, whichever is the shorter period of time. The warranty begins from the date of shipment to the Customer. The warranty applies to all HUGE equipment purchased, installed, and used for the purpose for which such equipment was originally designed. The above warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than HUGE. HUGE reserves the right to substitute functionally equivalent new or serviceable used parts.
- 2.2. During the applicable extended equipment warranty period outlined above, Customers sole and exclusive remedy for any breach of the extended equipment warranty will be, at HUGE's sole discretion and option, the repair or replacement of the defective product. Components that Customer claims to be defective must be available to HUGE for inspection and evaluation. To be entitled to rights under the extended equipment warranty, the Customer must notify HUGE in writing within thirty (30) days after

discovering a suspected defect in any equipment, but in any event prior to the expiration of the applicable extended equipment warranty period. Notice to a HUGE dealer, systems integrator, sales representative or other third party is not notice to HUGE. Following its receipt of any such Customer notice, HUGE will determine whether this extended equipment warranty covers the reported problem. If HUGE determines that the problem is covered, HUGE will authorize repair or replacement of the defective equipment, as deemed appropriate by HUGE in its sole discretion.

- 2.3 HUGE will provide Customer with new, rebuilt, refurbished or alternate equipment (or part thereof) of equal or improved quality, as exchange equipment (or part thereof) to replace eligible defective equipment (or part thereof). Any alternate equipment (or part thereof) will meet or exceed the specifications of the replaced equipment (or part thereof). Rebuilt or refurbished equipment may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by HUGE in writing, repaired or replaced equipment (or parts thereof) are covered only for the remainder of the term of the applicable original extended equipment warranty. All defective equipment (or parts thereof) replaced by HUGE becomes the property of HUGE. HUGE has no obligation to (i) service, exchange or otherwise replace any equipment (or part thereof) that has been damaged, modified, abused, misused or over-used as determined by HUGE or has been used with non-HUGE supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any equipment (or part thereof) with cosmetic blemishes; (iii) service, exchange or otherwise replace any equipment (or part thereof) if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such equipment (or part thereof); (iv) service, exchange or otherwise replace any equipment (or part thereof) that is within sixty (60) days of the end of its production life; or (v) provide any 3rd party application software support or service involving application hardware or replace any accessories. If HUGE elects to perform any such services at Customers request, then such services will be deemed a service call and all labour, parts and materials used for the service call will be charged at HUGE's then-prevailing rates.
- 2.4 HUGE does not warrant or guarantee, and is not responsible for:
- 2.4.1 Defects, failures, damages or performance limitations caused in whole or in part by (i) power failures, surges, fires, floods, hail, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of HUGEs control, or (ii) Customers' abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way. Customer must provide qualified technical personnel to maintain and repair the Equipment;
  - 2.4.2 Alterations and/or modifications to any part of Service or Customer Equipment, without HUGEs written authorization unconditionally VOIDS the HUGE Extended Warranty. Equipment built to Customers specifications that are later found not to meet Customers needs or expectations;
  - 2.4.3 The performance of the Equipment when used in combination with equipment not purchased from, specified, or approved by HUGE;
  - 2.4.4 Batteries and other consumable goods; and
  - 2.4.5 Wear and tear items, such as cables, part harnesses, contacts etc.

Use of the Service is subject to HUGE Acceptable Use Policy ('AUP'), which may be located at <http://hugenetworks.co.za/acceptable-usage-policy/>