

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

For the purpose of these terms and conditions the following words shall have the following meaning, unless the context indicates otherwise:

- 1.1 **“Contract Price”** shall mean the price provided in Socialight’s quotation to the Customer;
- 1.2 **“Customer”** shall mean entity or person contracting with Socialight whose name appears on the quotation and order;
- 1.3 **“Dry Hire”** shall mean the lease of Equipment to the Customer, where no Services are provided, save for possible delivery of such Equipment;
- 1.4 **“Equipment”** shall mean the sound, staging, audio visual, and lighting equipment as well as any and all ancillary equipment or goods hired by the Customer from Socialight (Goods designed and manufactured by Socialight for the Customer for hire will be included in this definition of “Equipment”);
- 1.5 **“Goods”** shall mean the goods designed and manufactured by Socialight to be sold to the Customer;
- 1.6 **“Provision of Crewing”** shall mean the delivery, set up, operation and removal/collection of the Equipment and/or Goods by Socialight as well as the provision of other technical expertise;
- 1.7 **“Services”** shall mean the services recorded in the quotation, which shall include all or some of the following: design, manufacture, delivery and installation of the Goods and provision of crewing;
- 1.8 **“Site”** or **“Venue”** shall mean the premises or site where the Equipment or Goods will be utilised by the Customer;

2. ENTIRE CONTRACT

- 2.1 The terms and conditions contained in the quotation and herein constitute the entire agreement between Socialight and the Customer. In the event that there is any conflict between the terms of the quotation and the terms contained herein, the terms in the quotation shall take preference.
- 2.2 The Customer agrees that no amendments or variations hereof shall be binding on Socialight unless reduced to writing and signed by the Customer and a duly authorised director of Socialight.

3. PRICES AND DISCOUNTS

- 3.1 The Equipment is leased and/or the Goods sold and the Services provided (if applicable) by Socialight to the Customer at the Contract Price;
- 3.2 The Contract Price shall remain firm for acceptance for a period of 7 days, where after Socialight reserves the right to increase such Contact Price;

4. PAYMENT AND INTEREST

- 4.1 A non-refundable payment of 50% of the Contract Price is payable upon acceptance of the quotation and the balance is payable 2 days prior to delivery of the Equipment and/or Goods and the provision of the Services (if applicable);
- 4.2 Payments must be made by electronic funds transfer in SA currency, without deduction or set-off and free of exchange
- 4.3 Payments shall only be accepted as having been made once reflected in Socialight’s bank account in cleared funds
- 4.4 Socialight reserves the right to lease the equipment to a third party at any time before receipt of the

deposit.

4.5 Interest at the rate of 2% per month shall accrue to all overdue amounts.

4.6 The customer shall not be entitled to withhold payment of any monies due to Socialight in the event of a dispute arising between the parties.

4.7 Socialight in its sole and absolute discretion may appropriate any payment made by the customer to any indebtedness as may be owed by the Customer to Socialight;

5. DELIVERY OF EQUIPMENT AND PROVISION OF SERVICES

5.1 Prior to collection or delivery of the Equipment or Goods, Socialight will test such Equipment or Goods to ensure that it is in a good working order and condition. The Customer may at its election and request arrange for a representative to be present at the time of testing the Equipment or Goods.

5.2 In cases of Dry Hire, Socialight will, if requested, demonstrate the manner of assembly and operation of the Equipment to the Customer's representative who collects the Equipment or takes delivery thereof, as the case may be. In the event that any further instruction, assistance or guidance is required by the Customer in this regard, Socialight reserves the right to charge a market related fee for such guidance, advice or assistance.

5.3 In the event that the Customer requires Socialight to provide any additional Equipment and/or Goods or Services not reflected on the quotation, Socialight shall be entitled to add such Equipment and/or Goods or Services to its invoice at a price agreed to between the parties, alternatively at Socialight's usual price for leasing such Equipment and/or designing and manufacturing such Goods and providing such services

5.4 Any electrical power required for the provision of the Services shall be provided by the Customer to Socialight free of charge. In the event that no electrical power or insufficient electrical power is provided by the Customer then Socialight may, but is not obliged to, proceed to install the Equipment and/or Goods by making use of power that it has sourced or provided and in such event the Customer shall be liable for all costs associated with the provision of such power;

5.5 Socialight shall in no way be liable in the event that the electrical power installation, relating to the Equipment or Goods, does not conform with Municipal Regulations;

5.6 In the event that Socialight is unable to supply the Equipment specified in the quotation, for whatsoever reason, Socialight reserves the right to provide the Customer with alternative comparable Equipment capable of satisfying the Customer's requests as recorded in the quotation and subsequent written agreement.

5.7 Socialight shall, in its sole discretion, and without the consent of the Customer, be entitled to employ sub-contractors to carry out any of Socialight's contractual obligations herein.

6. ARTWORK

6.1 In the event that any artwork is to be provided by the Customer in order for Socialight to render the Services, such artwork shall be provided in an industry acceptable print ready and print quality format.

6.2 Socialight shall assume that the artwork provided is exactly as the Customer requires it unless the Customer specifically requests a print proof to be approved prior to any printing being undertaken.

6.3 In the event that a print proof is required by the Customer such proof must be accepted / signed off by the Customer at least 7 days prior to the application of the branding.

7. RISK AND OWNERSHIP

7.1 All risk of loss, deterioration and destruction of the Goods shall pass to the Customer on delivery and/or collection thereof;

7.2 Ownership of the Goods shall remain vested in Socialight and shall, notwithstanding the fact that the Goods have been permanently affixed to any building or structure, only pass to the Customer on full payment of the full Contract Price.

7.3 In the event of non-payment, Socialight reserves its right to remove the Goods from the Customer wherever such Goods may be found and repossess same.

7.4 Socialight shall not be liable to the Customer for any damages which may be caused to any premises by reason of the removal and/or repossession of the Goods by Socialight as aforesaid.

7.5 In cases of Dry Hire, all risk of loss, deterioration, damage and destruction of the Equipment shall pass to the Customer on delivery and/or collection of such Equipment;

7.6 In cases where Equipment is leased and Services are rendered, which Services shall at least include set up and operation of the Equipment, Socialight will bear the risk of loss, deterioration, damage and destruction of the Equipment only during such periods of time that the Equipment is under the control of or in the possession of Socialight. Notwithstanding the aforementioned the Customer shall still bear all risk of loss, deterioration, damage or destruction of the Equipment, despite Socialight being in control or possession thereof, if such loss, deterioration, damage or destruction is caused by the negligence or maliciousness of the artist, the general public, the Customer or its employees or the Customer insisted on utilising the Equipment in inclement conditions, including but not limited to, rain or snow or the Customer failed to comply with its obligations in terms of clauses 10.5 and 10.14 below.

7.7 Ownership of the Equipment shall at all times remain vested in Socialight.

7.8 Should the Customer fail and/or refuse to take delivery of the Equipment when delivery thereof is due and has been tendered by Socialight, then the Customer will still be liable for the full Contract Price, notwithstanding the fact that the Customer may derive no benefit from the Equipment;

7.9 Should the Customer fail and/or refuse to take delivery of the Goods when delivery thereof is due and has been tendered by Socialight, then:

7.9.1 the risk in the said Goods shall immediately pass to the Customer and

7.9.2 the Customer shall be liable for the reasonable storage costs of such Goods;

7.10 In the event of the Customer being sequestered or liquidated then this clause shall be deemed to be the requisite timeous written notice by Socialight to the Customer that Socialight reclaims the Goods;

7.11 The Customer shall not remove any of the Equipment from the Republic of South Africa without the consent of Socialight.

7.12 The Customer shall notify Socialight as soon as reasonably possible in the event of any damage to or loss of possession or control of the Equipment or should the Equipment be judicially attached by the sheriff of the court or any other official.

8. WARRANTIES & INDEMNITIES

8.1 No warranties, guarantees or representations, express or implied or tacit, whether by law, contract or otherwise, which are not set forth in this agreement, shall be binding on Socialight. The Customer hereby irrevocably waives any right it may have to rely thereon.

8.2 The Customer acknowledges and accepts that the Goods will not necessarily be an exact replica of any images or computer aided designs shown to the Customer prior to the Goods being manufactured

and understands that such images or designs are merely to assist the Customer in visualising the ultimate product.

8.3 The Customer warrants that a master wireman has certified the electrical power supply on the site.

9. EXCLUSION OR LIMITATION OF LIABILITY

9.1 Neither Socialight nor any of its officers, employees, agents or distributors shall be liable for any injury, loss or damage, whether direct, indirect, consequential or otherwise suffered by the Customer, his employees, clients, family and/or any third parties arising from any cause in connection with the manufacture, delivery, set up, installation, operation, use of, or inability to manufacture, deliver, install, operate or use, the Equipment (including but not limited to, any act, omission, neglect or default on the part of Socialight's employees) whether such loss or damage results from breach of contract, delict, negligence or any other cause whatsoever.

9.2 Without in any way limiting or derogating from the provisions of clause 9.1 above, Socialight shall further not be liable to the Customer for any damage, loss, liability or injury of whatsoever nature and howsoever arising that may result from any *vis maior* (i.e. irresistible, overpowering act of God that causes damage or disruption) or *casus fortuitous* (i.e. an accident against which due prudence could not have provided), including but not limited to unforeseeable interruptions in electricity, strikes, acts of war, interruption of transport, flood, storm or fire.

10. CUSTOMER'S OBLIGATIONS The Customer shall:

10.1 ensure that all addresses of venues, set up dates, job dates and Equipment specifications are correct and accurate.

10.2 provide access to the venue or site for delivery of the Goods and/or Equipment and provision of the Services (if applicable) and accepts sole liability for any loss or damages it, or its client, may suffer as a result of the delivery and/or the provision of the Services not being completed by the agreed date due to the Customer not providing such access timeously.

10.3 ensure that the venue or site has the required certified electrical power source in the event that Socialight is required to provide any installation, set up or operation services.

10.4 inform Socialight within a reasonable time of delivery of the Equipment or Goods of any problems with the Equipment or Goods or of any repairs or replacements that are necessary.

10.5 provide 24 hour security at the venue for the duration of the period during which the Equipment is supplied.

10.6 ensure that the Equipment is kept secure and maintained in good working order and repair at all times.

10.7 only use the Equipment and/or the Goods for the purpose for which it is leased or manufactured in conformity with all legislation in force in the country where such Equipment is being utilised.

10.8 not alter or in any way tamper with the Equipment and shall only allow authorised representatives of Socialight to repair, disassemble or modify the Equipment.

10.9 allow Socialight or its representatives or agents access to the Equipment at all reasonable times for any purpose whatsoever.

10.10 be responsible for any loss or damage to the Equipment while the Equipment is being utilised by the Customer.

10.11 be responsible for obtaining all necessary permits or permission and shall inform Socialight, in writing, that such permits or permission have been obtained.

10.12 ensure that fresh drinking water is available at the venue.

10.13 provide all and any specific music required and shall ensure that it has a valid licence for such music.

10.14 abide by all health and safety laws and regulations when utilizing the Equipment and/or the Goods and understands that Socialight shall have no liability or responsibilities in this regard.

10.15 at the request of Socialight, inform the owner of the venue, in writing, that the Equipment is owned by Socialight. In this regard Socialight reserves the right to contact the owner personally to ensure that he is aware of its ownership of the Equipment.

10.16 not sub-lease or surrender the Equipment to any third party.

11. CANCELLATION OF ORDER In the event that the Customer cancels a confirmed order for Equipment and Services, the following will be applicable:

11.1 If Socialight receives notice of cancellation in writing within 7 calendar days of the date for the supply of the Equipment and Services the total Contract Price will be due and payable to Socialight immediately.

11.2 If Socialight receives notice of cancellation in writing more than 7 calendar days before the date for the supply of the Equipment and Services the Customer will, in addition to the deposit paid, be liable for any and all costs incurred by Socialight in so far as such costs exceed the amount of the deposit, which balance will be due and payable to Socialight immediately.

12. BREACH Should the Customer breach any of these terms and conditions, Socialight shall, at its election and without prejudice to any other rights which it may have in law, have the right to:

12.1 cancel the contract forthwith, without notice to the Customer, and remove and repossess the Equipment and/or the Goods (if not paid for in full) and recover all damages which Socialight may have suffered consequent upon such cancellation; or

12.2 abide by the contract and recover from the Customer payment of the balance of the Contract Price then outstanding which shall immediately become due and payable.

13. JURISDICTION OF THE MAGISTRATE'S COURT Socialight may at its option and notwithstanding that the amount of its claim exceeds the jurisdiction of the Magistrates Court, be entitled to institute action in such a Court. Nothing herein contained shall invalidate Socialight's right to proceed in any other Court of competent jurisdiction.

14. ATTORNEY AND OWN CLIENT COSTS The Customer shall pay all the legal costs incurred by Socialight on an attorney and own client basis, including collection commission and tracing agent's fees, should Socialight take any legal steps against the Customer for the enforcement of any of its rights.

15. CHOSEN ADDRESS FOR SERVICE OF NOTICES

15.1 The Customer and Socialight hereby choose domicilium citandi et executandi (i.e. the address for the service of all notices and documentation) at the addresses stated on the quotation and purchase order.

15.2 The Customer must notify Socialight in writing should it wish to change such domicilium address.

16. GENERAL

16.1 If any of the terms and conditions herein contained shall be invalid, the same shall not invalidate the remainder of the contract.

16.2 This agreement shall be governed by the laws of the Republic of South Africa.

16.3 No concession, latitude or indulgence allowed by Socialight to the Customer shall be construed as a waiver or abandonment of any of its rights hereunder or act as any estoppels against Socialight.

16.4 A Certificate signed by a director or manager of Socialight (whose appointment it shall not be necessary to prove) shall constitute *prima facie* proof of the amount owing by the Customer to Socialight.

16.5 Socialight shall have the right to use photographs or videos of goods designed and/or manufactured or events staged as marketing material, including online and print.

Date: _____

Client Signature: _____

Name/Title: _____