

ABolton IMAGES and AcousticFrames SALES TERMS AND CONDITIONS

Last Updated on 20 February 2009

PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY. BY ORDERING AND/OR PAYING, OR PARTLY PAYING FOR ANY GOODS OR SERVICES FROM TIMESLICE EQUIPMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ORDER OR PAY FOR ANY GOODS FROM TIMESLICE.

These terms and conditions of use ("Sales Terms and Conditions") apply to your procurement of goods and or services from the ABolton Images and/or Acoustic Frames websites owned and operated by TimeSlice Equipment CC, and do not alter in any way the terms or conditions of any other agreement you may have with TimeSlice Equipment CC ("TimeSlice", "TS", "we", "us"), its subsidiaries or affiliates.

1 Order Placement and Payment

- 1.1 We are not responsible for delayed deliveries caused by any problems which may arise exportation of goods ordered. If you are a non South African client we will provide goods ex works Johannesburg. In those cases transport and customs clearing will be your responsibility.
- 1.2 Should you for any reason wish to cancel your order you may, at TimeSlice's sole discretion, be liable for all shipping costs and any other costs that may arise from TimeSlice's processing of your order. In all cases where we are in a position to accept your cancellation, which we shall decide solely at our discretion, an additional handling fee of 35% of the cancelled order will be charged which you hereby accept. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase.
- 1.3 In no circumstance will we accept any returns that have, in our sole opinion, been used or marked, or the goods or packaging is incomplete, or has been damaged after the risk of delivery has passed from ourselves. Please check your order carefully and if you have any queries please contact us before you confirm your order. Pleased check your delivery equally carefully before accepting it.
- 1.4 Unless otherwise agreed payment terms are strictly 100% on order. No goods will be shipped until your funds clear our bank account.
- 1.5 We only accept payment in ZAR (Rand) via EFT into our bank account (our banking details will be provided on our Invoice).

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- 1.6 All goods remain the property of TS until paid for in full. You hereby agree to return all goods that are not fully paid for on demand by us, within 7 sequential days of receipt of that demand in writing. Receipt of demand by you will be deemed to have occurred once we send it to your email address provided to us. In that event you further agree to pay all costs associated with returning those goods, including all costs incurred in recovery of the goods by TS. You further agree to assist TS in any manner reasonably requested by TS, in returning the goods to TS.
- 1.7 Prices listed on our site may be displayed in ZAR. Please note that any exchange rates used for quotation purposes are estimates which may change from time to time. You hereby acknowledge that the final price in ZAR (Rand) will only be confirmed when your order is confirmed by us. We reserve the right in the event of late payment or in the event of any form of payment which is not 100% up front, to invoice additional amounts owing due to exchange rate variations on outstanding amounts and you hereby agree to pay such amounts.
- 1.8 TimeSlice hereby reserves the right to not accept any order, in part or its entirety, for any reason. We also hereby reserve the right to cancel any order, in part or its entirety, for any reason at any time with the provision that we hereby undertake to refund any relevant amounts paid, in full, within 7 working days and to notify you of any such cancellation within 24 hrs of that occurrence.

2. Intellectual Property Rights

- 2.1 All intellectual property rights, including copyright, in all products and/or images or prints sold or provided to you on any other basis, remain the sole exclusive property of TimeSlice Equipment or its licensors.
- 2.2 You hereby expressly agree that you have no claim whatsoever to any intellectual property rights, including copyright, inherent in the products, prints, images and/or services supplied to you during the course of this sale.
- 2.3 In no event shall reproductions of any form whatsoever be made of prints or images sold to you, unless otherwise agreed in writing by TimeSlice and its licensors.
- 2.4 You hereby agree to be liable to TimeSlice Equipment and/or its licensors, its benefactors or cessionaries for any lost revenue and/or costs and any other losses arising from unauthorised reproduction, within your reasonable control, of images and/prints prints sold to you or received from us.

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3. Product Warranty

- 3.1 Some of the TimeSlice products may be supplied with a warranty, the terms of which shall be defined by the documentation supplied with the relevant product.
- 3.2 In the event of a Warranty Claim, TimeSlice shall not have any liability for that Warranty Claim if the claim is as a result of:
 - 3.2.1 damages to the product by the end-user or any third party;
 - 3.2.2 neglect to use, operate or maintain the product in accordance with the correct procedures.
 - 3.2.3 unauthorised modification(s) to the product by the end-user or any third party;
- 3.3 TimeSlice's only liability in respect of a Warranty Claim shall be at TimeSlice's option to:
 - 3.3.1 supply the distributor or end user, at no cost, with replacement product, or part thereof, which performs substantially the same as the defective product, or
 - 3.3.2 repair the defective product or part thereof.
- 3.4 In the event of a warranty claim, the distributor or end user will return all damaged, faulty or defective products and components for inspection accompanied by the formal warranty claim form. TimeSlice shall at its sole discretion decide whether such claim is valid or not

4. Disclaimer

- 4.1 ALL PRODUCTS AND OR SERVICES SUPPLIED BY TIMESLICE ARE PROVIDED "AS IS" AND TIMESLICE AND ITS DIRECTORS, MEMBERS, EMPLOYEES, CONTENT PROVIDERS, AGENTS AND AFFILIATES EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. TIMESLICE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OR SALE OF THOSE PRODUCTS OR SERVICES, OR THE UNAVAILABILITY OF THE SAME, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES. THE FUNCTIONS EMBODIED ON OR IN THE PRODUCTS AND OR SERVICES ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. YOU, NOT TIMESLICE, ASSUME THE ENTIRE COST OF ALL NECESSARY

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SERVICING, REPAIR OR CORRECTION DUE TO YOUR USE OR SALE OF THOSE PRODUCTS OR SERVICES.

5. Limitation of Liability

5.1 IN NO EVENT SHALL TIMESLICE, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, DELICT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR SALE OF TIMESLICE PRODUCTS AND OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM TIMESLICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORISED ACCESS TO TIMESLICE'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TIMESLICE, WHETHER IN CONTRACT, WARRANTY, DELICT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OR SALE OF THE PRODUCTS AND OR SERVICES SUPPLIED EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO TIMESLICE FOR THEM.

6. Dispute Resolution and Governing Law

6.1 These Sales Terms and Conditions will be governed, construed and take effect in all respects in accordance with the laws of the Republic of South Africa. Any dispute relating in any way to your procurement of goods or services from TimeSlice shall be submitted to confidential arbitration to be held in Sandton under the rules of the Arbitration Foundation of Southern Africa (or its successor in title), to which arbitration you hereby consent; except that, to the extent you have in any manner violated or threatened to violate TimeSlice's intellectual property rights, TimeSlice may seek interdictory, injunctive or other appropriate relief in any applicable court in the Republic of South the Africa, and you consent to

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exclusive jurisdiction and venue of such courts. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to the General Site Terms, whether through class arbitration proceedings or otherwise.