

**ELVEN WOOD TELECOMMUNICATIONS (PTY) LTD**  
**CUSTOMER SUPPLY AGREEMENT**

*Between:*

**Elven Wood Telecommunications (Pty) Ltd Reg. No. 2003/015007/07**

487 Nicolson Street

Brooklyn, Pretoria

0181

**And**

\_\_\_\_\_ (**'The retailer'**)

Registered name of business: \_\_\_\_\_

Trading name of business: \_\_\_\_\_

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_ Postal code \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Company registration number: \_\_\_\_\_

VAT registration number: \_\_\_\_\_

Registered head office: \_\_\_\_\_

Date of establishment: \_\_\_\_\_

Nature of business: \_\_\_\_\_

Are your premises owned or rented: \_\_\_\_\_

Landlord name and address: \_\_\_\_\_

**If part of a group business**

Name of the group: \_\_\_\_\_

Postal address: \_\_\_\_\_

**Owner's / Partners/Members/Directors**

1. Name \_\_\_\_\_

ID No \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number \_\_\_\_\_

2. Name \_\_\_\_\_

ID No \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number \_\_\_\_\_

3. Name \_\_\_\_\_  
ID No \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number \_\_\_\_\_

**Trade references:**

Name	Address	Telephone No	Contact person
_____	_____	_____	_____
_____	_____	_____	_____

Number of units required: \_\_\_\_\_

Placement Addresses of units:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT**

1. Elven Wood Telecommunications (Pty) Ltd (Elven wood) appoints the Retailer as an Elven Wood Outlet. Retailer accepts the appointment and by doing so undertakes not to sell or allow to be distributed from his premises any similar or competitive products.
2. The Retailer shall be entitled to describe itself as an "Elven Wood" authorized retailer, but shall not describe or Hold itself out as an agent partner of Elven Wood or be entitled to bind Elven Wood in any way.
- 3.1 Agreement commences on the date of signatory and shall continue for a period of 24 months from the date mentioned in 3.1, and thereafter until terminated by giving Elven Wood one months' written notice.
4. Where ownership of the machine rests with Elven Wood. Elven Wood may terminate the agreement should it be of the opinion that the machine is not achieving a satisfactory turnover. It will be in Elven Wood's sole and absolute discretion to determine what constitutes a satisfactory turnover. Notice of one month's termination will be given in writing.
5. The retailer shall not tamper or interfere with the terminals in any way. In particular and without limitation, the retailer shall not:
  - Alter or obscure the terminal or any part thereof in any way.
  - Use/attempt to use the terminals in connection with any service other than Elven Wood's services and products.
6. The retailer shall:
  - Provide a constant supply of power to the agreed site where the terminal shall be located.
  - Provide a fixed Telkom telephone line, unless the terminal works on a radio pad or GPRS Modem
  - Prominently display such signs and advertising and promotional material relating to the terminals as Elven Wood shall make available to it.
7. The retailer is obliged to insure the equipment for the duration of this agreement for not less than the replacement cost thereof against all risks, including political riot cover, with an insurance company approved by the company. The hirer shall ensure that the company's interest in the equipment and this agreement be noted by the insurer in the policy. The hirer shall submit to the company proof of cover under any such insurance policy within 7 days of accepting delivery of the equipment. If the hirer fails to insure the equipment, or fails to produce to the company written proof of such insurance within 14 (fourteen) days from date of demand, then the company shall be entitled to effect such insurance as it deems fit on the hirer's behalf, the premiums in respect of which shall be payable by the hirer to the company on demand. The cost price of the terminal is R 5000.00 exclusive of VAT
8. Subject to the retailer's full compliance Elven Wood will supply the products to the retailer subject to the terms and conditions on the attached Pricing Schedule.

9. Without prejudice to any other remedy that may be available to it, Elven Wood shall have the right, at any time by giving notice to the retailer in writing, to terminate this agreement forthwith in any of the following events:

- a) Breach of Agreement
- b) Liquidation
- c) Conduct that is prejudicial to Elven Wood.

10. Elven Wood agrees to maintain the equipment in good working order and to rectify all faults arising from normal wear and tear. Elven Wood shall not be responsible for rectifying any faults caused by mains voltage fluctuations, humidity, fire, lightning or any outside cause whatsoever or breakage or damage by external causes.

11. Elven Wood and its authorized agents shall have full and free access to the equipment to provide service during normal business hours, during which the attendance of a key holder is required.

12. The Retailer agrees to notify Elven Wood immediately if any fault occurs to the equipment or of any repairs necessary for the satisfactory working of the equipment or of any breakages.

13. Elven Wood shall not be liable for the repair or maintenance of any wires, sockets, termination boxes and cables except those contained within the equipment or by any damage caused by the equipment and/or installation to the property or person of the Retailer or 3rd parties.

Elven Wood shall not be liable for any direct, indirect or consequential loss or damage or injury including personal injury howsoever caused (including loss of revenue or profit) suffered by the Retailer or any 3rd party as a result of any neglect or default of any kind by Elven Wood, its employees or its agents howsoever arising.

14. Elven Wood shall be entitled to cede its rights or assign its obligations under this agreement, to which session and agreement the Retailer consents to the extent, as it may be required in law.

15. The retailer shall not assign or cede this agreement or its rights hereunder or any part thereof without prior written consent of Elven Wood.

16. This agreement shall be binding on the heirs, successors in title, assigns, trustees, curators and liquidators of the parties hereto.

17. The waiver of or failure of any party hereto to exercise any right conferred by this agreement shall not be deemed a waiver of any further or future rights hereunder.

18. The parties choose as their domicilia citandi et executandi for all purposes under this agreement the addresses set forth against their respective names above.

19. No alteration, variation, amendment or purported consensual cancellation of this agreement or any deletion therefrom shall be of any force or effect unless reduced by writing and signed by or on behalf of the parties hereto.

20. The Retailer acknowledges that the equipment and contents thereof are the property of Elven Wood and cannot be sold, ceded, alienated, assigned, transferred, mortgaged, or pledged by anyone other than Elven Wood, nor can or will it be subject to any lien of whatsoever nature. Ownership in the equipment shall remain reserved to Elven Wood where the retailer has not bought the equipment or where he has not paid for it in full.

Should Elven Wood request the Retailer to do so, the Retailer undertakes to inform its landlord of the interest of Elven Wood in the equipment and that the equipment is not subject to the landlord's tacit hypothec.

21. The Retailer hereby consents to the jurisdiction of the Magistrates court in respect of any claim or matter arising from this agreement notwithstanding the amount of such claim or matter exceeds the jurisdiction of the Magistrates Court, provided that Elven Wood shall be entitled to institute any legal proceedings in any other court of competent jurisdiction.

22. The risk for any loss of the airtime shall be borne in full by the retailer, from the time of delivery of the airtime. The time of delivery of the airtime shall be the time when the terminal situated on the retailer's premises receives it from Elven Wood

#### ***SUPPLY AND PAYMENT OF AIRTIME AND PREPAID ELECTRICITY***

23. The supplier shall supply airtime for the following Networks commonly known as, Vodacom, MTN, Telkom, CellC, 8ta, Virgin Mobile and UniPin, as well as supply connection into the different municipalities and service providers for the purposes of vending prepaid electricity (electricity third parties)

24. The airtime will be delivered electronically from Uplink's premises through its host computer system to the terminal situated on the retailer's premises. Any electricity will be vended directly from the electricity third parties to the end user, using our terminals as communications link.

25. The airtime shall be transferred in the form of pin numbers (vouchers) for specified amounts, as determined between Elven Wood and the retailer.

26. Elven Wood supplies to the retailer, the airtime vouchers at a discount below the (VAT inclusive) retail price and the discount differs for each network. Electricity will also be supplied at a preset discounted rate per transaction.

27. All airtime delivered to the retailer's terminal / vending machine is non-refundable and cannot be exchanged for other denominations. Electricity is vended meter-specific and is non refundable.

28. The price for the supply of the airtime vouchers/pin numbers shall be at a discount below the retail-selling price.

29. Elven Wood does not warrant that the above-mentioned prices discounted rates will remain the same for the duration of the contract period. It is specifically agreed that the above mentioned prices/discounted rates are subject to fluctuations as a result of the principal service providers and/or Networks as well as Electricity third parties amending their prices for airtime.

30. In the event that the above-mentioned rates do change, Elven Wood has the right to amend the discounts given to the retailer without any prior notice, and the amended prices will take immediate effect

31. The retailer shall pay for all airtime in advance, prior to it being transferred to its terminal / vending machine. The Retailer shall effect payment by means of a bank transfer or deposit to Elven Wood's bank account.

32. Once the retailer furnishes the detail of the transfer or the deposit to Elven Wood, and Elven Wood confirms these details, credit shall be loaded onto the merchants account.

33. Where applicable rental for equipment shall be charged monthly in arrears and will be debited from the retailers' airtime account.

**SIGNED AT** \_\_\_\_\_ **ON THE** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20** \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**On behalf of the retailer**

**On Behalf of  
Elven Wood Telecommunications (PTY) Ltd**

\_\_\_\_\_  
**1**      **Witness**

\_\_\_\_\_  
**1.**      **Witness**

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

\_\_\_\_\_  
**2**      **Witness**

\_\_\_\_\_  
**2.**      **Witness**

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Banking Details for Airtime:**

Bank: ABSA  
Name: Elven Wood Telecommunications (PTY) Ltd  
Acc: 9138 040 642  
Branch: 632 005

**Banking Details for Prepaid Electricity:**

Bank: ABSA  
Name: Elven Wood Telecommunications (PTY) Ltd  
Acc: 4049 478 212  
Branch: 632 005