

OSHANA SKYWATER SERVICE AGREEMENT
Standard Terms & Conditions of Contract

The Service

1. Oshana SkyWater will deliver water, service and/or maintain equipment as per the signed agreement between both parties.
2. The Client must take all reasonable steps to ensure that the Unit is in proper working order and must immediately or as soon as is practically possible report any Unit faults and/or failures to Oshana SkyWater in order for Oshana SkyWater to provide the service.
3. The Client must in terms of the Rental agreement for delivery, ensure that the delivery address given is correct and that Oshana SkyWater is able to deliver the re-filled plastic dispenser bottles at such address and at the agreed time period. Should the Client not be available for delivery on agreed date and time period, the Client should notify Oshana SkyWater at least 24 hours before the scheduled delivery. Any delivery that cannot be made due to the client not being available and had the client not given notice to Oshana SkyWater, is subject to a "Failed Delivery Fee" of N\$100.00 and will be deducted per debit order together with the standard monthly fee.
3. Term And Cancellation
 - 3.1 This Agreement shall continue for the Term with an annual escalation of 10% after the initial 12 (twelve) months and thereafter by an additional CPIX % after 24 (twenty four) months.
 - 3.2 The Client (if the Client is a natural person) may cancel this Agreement:
 - 3.2.1 Upon the expiry of the Term, without penalty or charge, subject to the Client remaining liable to Oshana SkyWater for any amounts owed in terms of the Agreement up to the date of cancellation and returning all equipment on rental to Oshana Skywater; or
 - 3.2.2 At any other time, by giving Oshana SkyWater 20 (twenty) business days' notice in writing or other recorded manner and form, subject to the Client remaining liable to Oshana SkyWater for any amounts owed in terms of the Agreement up to the date of cancellation and Oshana SkyWater may impose a reasonable cancellation penalty with respect to the Services provided in contemplation of the Agreement enduring for its intended Term.
 - 3.3 The Client (if the client is a juristic person) may cancel this Agreement by giving Oshana SkyWater 1 (one) month's written notice after the expiry of the Term, subject to the Client remaining liable to Oshana SkyWater for any amounts owed in terms of the Agreement up to the date of cancellation.
 - 3.4 Oshana SkyWater may cancel this Agreement 20 (twenty) business days after giving written notice to the Client of a material failure (i.e. non-payment or failure to comply with the obligations in terms of this Agreement) by the Client to comply with the Agreement, unless the Client has rectified the failure within that time.
 - 3.5 In terms of any cancellation of this Agreement in terms of 3.2.2 and 3.3 the Client will be responsible for the reasonable costs of Oshana SkyWater and if on Rental contract, should return all equipment rented to Oshana SkyWater.
4. Renewal
 - 4.1 On the expiry of the Term of the Agreement, it will automatically be continued on a month-to-month basis, subject to the notice periods in 3 above and any material changes of which Oshana SkyWater has given notice, unless the Client:
 - 4.1.1 Directs Oshana SkyWater to terminate the Agreement on the expiry date of the Term by giving notice of termination in terms of 3 above; or
 - 4.1.2 Agrees to a renewal of the Agreement for a further fixed period.
5. Fee
 - 5.1 As payment for Oshana SkyWater undertaking to provide the Service, the Client shall pay Oshana SkyWater the Fee as set out in the Application Form, monthly in advance by debit order on the Client's bank account as per the debit order authorisation on the Application Form, provided that the first Fee shall be paid on the signature date. Oshana SkyWater will increase the Fee by 10% each period of one year from the delivery date for year two only and thereafter by a percentage based on the prevailing Consumer Price Index, only if deemed necessary.
 - 5.3 The Client will pay for failed debit orders or as per the debit order authorisation contained in the Application Form and price table at an additional fee of N\$50.00 per failed debit order.
 - 5.4 If Oshana SkyWater renders any additional service not otherwise covered in the terms of this Agreement, the Client shall pay to Oshana SkyWater the amount agreed between the Parties in accordance with Oshana SkyWater's Fees at that time, as read and understood by the Client, before Oshana SkyWater carries out the additional service.
 - 5.5 The Client will be responsible to pay the amount(s) due under this Agreement. All amounts outstanding in terms of this Agreement shall bear interest from the due date until payment at the maximum rate permitted by Law applicable to Incidental Credit Agreements.
 - 5.6 Fees for other services shall be charged for at prices (VAT inclusive) per following table subject to escalation from time to time:

| | CASH OPTION | RENTAL OPTION |
|--|---|---|
| Additional delivery price per delivery (excl bottle) | N\$50.00 | N\$50.00 |
| Cost of dispenser bottle | N\$345.00 | N\$345.00 |
| Cost of dispenser | N\$3,995.00 (Excl. disp. Bottles) | N\$489pm (Incl 5x full disp. Bottles) |
| Cost of Home use AWG | N\$19,895.00 | N/A |
| Early termination of contract | Where subscriptions have been paid in advance for more than one month, an administration fee of N\$345.00 will be levied before any refund is made. | N\$1700.00 or balance of the remaining term of the contract, whichever is the lesser. |
| Out of warranty repair cost | A call-out fee of N\$595.00 will be levied plus the replacement or repair cost of the unit if applicable. | |
| Failed Delivery Fee | N\$100.00 | |
| Failed debit order authorisation | N\$50.00 | |
| Collection of equipment in case of payment default | N\$ 595.00 | |
| Financial Documentation | Emailing of documentation is free of charge. Post, fax or SMS will be charged at N\$20 per document. | |

6. Hardware, Warranty And Insurance

- 6.1 In terms of Rental Agreements all Hardware and Dispenser Bottles will remain the property of Oshana SkyWater at all times. Should any dispensers, dispenser bottles or any other rented equipment become damaged due to negligence by the Client; the Client will be billed for the replacement fee of such equipment as per this agreement. Payment for such fees will be payable upon presentation of an invoice by Oshana SkyWater and the Client hereby authorises Oshana SkyWater to debit any such amount from the Bank Account provided on the application form.
- 6.2 The Client will be responsible to use the unit, dispenser bottles and the Services responsibly and in accordance with other literature. The Client shall not, in any way, alter or tamper with the Unit. Any dispenser bottles damaged or lost by the Client, will become, upon presentation of an invoice, immediately payable to Oshana SkyWater by the Client.
- 6.3 Subject to the Client complying with 6.1, the Unit and the installation thereof carries a 12 (twelve) month warranty. Any maintenance and/or repairs must be carried out at an authorised installer/electrician.
- 6.4 All risk of loss and damage in and to the Unit and Dispenser Bottles shall, from the date of delivery, pass to the Client, but ownership of the Unit shall remain with Oshana SkyWater until payment has been made in full and/or, if the Unit is rented, until the end of the Term of 36 months. If the Unit has not been paid for in full, or the Unit is rented, and this Agreement is terminated for any reason whatsoever, Oshana SkyWater may at the expense of the Client recover the Unit and the Client shall, within 5 (five) days of receipt of any written or verbal request, make the unit available for such recovery.
- 6.5 If the Client rents the Unit, then the Client must insure the Unit for its current market value for the duration of this Agreement against such risks of loss, damage, destruction or mechanical breakdown customarily insured for.
- 6.6 In terms of a Rental Option Oshana SkyWater shall supply to the Client, inclusive of the monthly fees, 5 x refills (dispenser bottles) of Oshana SkyWater per month, per machine leased. 5 x Empty dispenser bottles will be exchanged for 5 x full dispenser bottles. Unused refills **CANNOT** be carried over monthly or discounted, are specific to the machine or rental, not transferable to another machine or otherwise and only valid for the duration of the Rental period.
- 6.7 In terms of a Rental Option the Client may use ONLY Oshana SkyWater to re-fill dispenser bottles and use the Oshana SkyWater dispenser machine with Oshana SkyWater dispenser bottles. Should it be found that any other water other than Oshana SkyWater is used in the supplied dispenser or dispenser bottles during the Rental period, the full retail price of the dispenser machine and dispenser bottles will become payable immediately to Oshana SkyWater upon presentation of an invoice by Oshana SkyWater to the Client.

7. Furnishing of Information

- 7.1 The Client confirms the correctness and accuracy of all the information on the Application Form or otherwise furnished by or on behalf of the Client to Oshana SkyWater.
- 7.2 The Client shall immediately or as soon as is practically possible, notify Oshana SkyWater in writing of any changes in the information on the Application Form or furnished to Oshana SkyWater from time to time by written notice to Oshana SkyWater's chosen address which will be updated within 7 (seven) days of receipt by Oshana SkyWater.

8. Client's General Obligations

The Client must ensure that:

- 8.1 If the Client becomes aware that the unit is not functioning, the client is to notify Oshana SkyWater within 48 hours to ensure effective repair/replacement for warranty purposes.
- 8.2 The Client should keep the unit and its filters clean and maintained as specified in the use manual.
- 8.3 The client should ensure that dispenser bottles are stored in a safe, cool and dry place and must be kept clean and scratch free at all times. Never store dispenser bottles in direct sunlight.
9. General
 - 9.1 Oshana SkyWater will make every effort to carry out its obligations under this Agreement. Where Oshana SkyWater is directly or indirectly prevented or restricted from carrying out all or any of its obligations under this Agreement by a cause beyond its control, then Oshana SkyWater cannot be held responsible for delay or failure in performance in meeting its obligations, but only to the extent so prevented. In this case Oshana SkyWater will complete the work as soon as is reasonably possible. The existence of such event shall not prevent the Client from terminating this Agreement on written notice to Oshana SkyWater.
 - 9.2 All Services provided to the Client by Oshana SkyWater are subject to these terms and conditions together with any previous written or oral representations given or made by Oshana SkyWater or any of Oshana SkyWater's representatives.
 - 9.3 Neither Oshana SkyWater nor the Client may alter the terms of this Agreement without the consent of the other, subject only to Oshana SkyWater being entitled, at Oshana SkyWater's sole discretion, to amend pricing from time to time.
 - 9.4 Where any number of days or other period is given in this Agreement for the carrying out the Services or obligations, the days will be calculated excluding the first day and including the last day.
 - 9.5 In the event of Oshana SkyWater taking legal action against the Client or the intermediary for breach of payment under this Agreement, the Client shall be responsible for all costs allowable by the courts if an award is made in Oshana SkyWater's favour.
 - 9.6 The nature and amount of any indebtedness of the Client to Oshana SkyWater at any time shall prima facie be determined and proved by a document signed by a manager for the time being of Oshana SkyWater, whose capacity or authority it shall not be necessary to prove, which certificate shall, upon the mere production thereof, be binding on the Client as prima facie proof on the face of it of the contents of the document and of the fact that the amount stated therein is due and payable in any legal proceedings against the Client, and will prima facie be valid as a liquid document against the Client in any competent court. If the client wishes to dispute such certificate or the effects thereof as set out above, the burden of proof rests on the Client to prove otherwise.
 - 9.7 Neither party may cede or delegate the rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld.
 - 9.8 The law of the Republic of Namibia will apply to this Agreement and the relevant courts of the Republic of Namibia will have exclusive jurisdiction in relation to the Agreement.

10. Default

If the Client, after 7 (seven) days written notice of default, fails to pay any amount due in terms of this Agreement or the Client abuses or misuses the Service, then, for the duration of such default, Oshana SkyWater may suspend all of its obligations. Oshana SkyWater shall be entitled to recover arrear Fees by debiting the Client's account with the outstanding amount or by any other legal action, and cancel the Agreement and charge a reasonable penalty fee for early termination.

Revision date: 31 August 2017

Date: _____ Signature: _____