



DIRECT INFORMATION COMPUTER TECHNOLOGIES

GENERAL TERMS AND CONDITIONS

of Sale, Repair, Service, Delivery and Software Licensing

Direct Information Computer Technologies CC

Registration No. CC/2008/1648 | VAT No. 4644656-01-5

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Version 1.0

Effective Date: 01 June 2026

Governed by the laws of the Republic of Namibia

IMPORTANT — PLEASE READ CAREFULLY BEFORE TRANSACTING

These General Terms and Conditions ("Terms") govern every transaction between Direct Information Computer Technologies CC ("DICT", "the Company", "we", "us" or "our") and any customer ("the Customer", "you" or "your"), including the supply of hardware, software (including licences and subscriptions), repair, service, delivery and consulting work.

By signing a Job Card, Quotation, Tax Invoice, Delivery Note, Service Request, Master Agreement, electronic acceptance, or by paying any deposit or invoice (in full or in part), or by taking delivery of any goods or services from DICT, you **unconditionally accept and agree to be bound by these Terms in their entirety**. The one page summary printed on the reverse of the DICT Job Card forms an integral part of, and must be read together with, these Terms.

Your attention is specifically drawn to [Clauses 4 \(Pricing, Deposits & Special Orders\)](#), [6 \(Payment & Default\)](#), [7 \(Reservation of Ownership\)](#), [8 \(Risk & Insurance\)](#), [12 \(Warranty & Disclaimer\)](#), [13 \(Refunds & Returns\)](#), [14 \(Data\)](#), [15 \(Limitation of Liability\)](#), [16 \(Indemnity\)](#), [18 \(Bank Inquiry & Debit Order Authorisation\)](#), [19 \(Credit Information\)](#), [20 \(Acknowledgement of Debt & Certificate\)](#), [21 \(Suretyship\)](#), [23 \(Jurisdiction & Domicilium\)](#) and [24 \(Legal Costs\)](#), which contain limitations, exclusions, indemnities and authorisations to your prejudice and to the benefit of DICT.

1. DEFINITIONS AND INTERPRETATION

In these Terms, unless the context indicates otherwise, the following expressions shall bear the following meanings:

"Acknowledgement of Debt" means the written acknowledgement by the Customer of indebtedness to DICT arising under clause 20.

"Business Day" means any day other than a Saturday, Sunday or official public holiday declared under the Public Holidays Act, 1990 (Act No. 26 of 1990) of Namibia.

"Business Hours" means 08h00 to 17h00 on Business Days, or such other hours as DICT may publish from time to time.

"Certificate of Indebtedness" means a written certificate signed by any director, member, manager, or accountant of DICT (whose authority and capacity need not be proven), reflecting the amount owed by the Customer to DICT.

"Customer" means any natural or juristic person whose name, particulars or signature appears on any Job Card, Quotation, Tax Invoice, Service Request, Delivery Note, Master Agreement, electronic acceptance, payment instruction, purchase order or other contractual document with DICT, and includes any director, member, partner, trustee, employee, agent, or representative purporting to bind such person.

"DICT" means Direct Information Computer Technologies CC, a close corporation duly registered in terms of the Close Corporations Act, 1988 (Act No. 26 of 1988) of Namibia, under registration number CC/2008/1648, including its successors-in-title and assigns.

"EnDO" means the Enhanced Debit Order system operated under NamPay by the Payment Association of Namibia.

"Goods" means any hardware, equipment, accessories, components, consumables or other movable tangible items sold, supplied, delivered, repaired, serviced, or installed by DICT, including any item received by DICT into its workshop or possession.

"Job Card" means DICT's standard "Job Card / Service Desk" form, including any electronic equivalent thereof, used to record Goods, Services, the Customer's details and the Customer's acceptance of these Terms.

"Manufacturer" means the original equipment manufacturer or licensor of any Goods or Software, including its authorised distributors and warranty service providers.

"Parties" means DICT and the Customer collectively; and "Party" means either of them.

"Services" means any service rendered by DICT, including but not limited to repair, diagnostic, configuration, installation, on-site support, remote support, consulting, delivery, collection, training, data recovery attempts, project work, monitoring, managed services and call-out work.

"Signatory" means any natural person who signs (whether in print, in ink, electronically, biometrically, by tick-box, by typed name, by SMS confirmation, by email confirmation, or by any other manifestation of assent) any Job Card, Quotation, Tax Invoice, Service Request, Delivery Note, Master Agreement, or any other contractual document with DICT, whether in his/her personal capacity or on behalf of a juristic person.

"Software" means any computer program, operating system, application, firmware, licence, subscription, software-as-a-service, cloud service, or related documentation sold, sublicensed, supplied or installed by DICT.

"Terms" means these General Terms and Conditions, as amended from time to time, including the one-page summary printed on the reverse of the DICT Job Card.

"VAT" means Value-Added Tax levied in terms of the Value-Added Tax Act, 2000 (Act No. 10 of 2000) of Namibia.

"Website" means DICT's official website at www.dict.com.na, and any subdomain or successor URL.

1.2 In these Terms: (a) the singular includes the plural and vice versa; (b) any gender includes all genders; (c) references to natural persons include juristic persons; (d) headings are for convenience only and shall not affect interpretation; (e) the contra proferentem rule shall not apply, the Customer acknowledging that these Terms have been read, considered and understood; and (f) any reference to a statute is to that statute as amended or re-enacted from time to time.

2. APPLICATION AND SCOPE

2.1 Universal Application

These Terms apply to every transaction, dealing, order, quotation, invoice, delivery, repair, service, supply, installation, licence or other engagement between DICT and the Customer, and supersede any prior course of dealing, oral undertaking, prior version of terms, or trade usage to the contrary.

2.2 Precedence

In the event of any conflict between these Terms and any other document, the following order of precedence shall apply (highest first): (a) any signed Master Agreement (Service Level Agreement) between the Parties; (b) these Terms; (c) the one-page summary on the reverse of the Job Card; (d) DICT's Quotation; (e) the Customer's purchase order. The Customer's own standard terms of purchase (if any) shall not apply and are expressly excluded, irrespective of whether DICT has objected to them.

2.3 Customer's Purchase Conditions Excluded

No terms, conditions, or stipulations contained in any purchase order, instruction, communication or document issued by the Customer shall be binding on DICT unless expressly accepted in writing by a duly authorised representative of DICT. The acceptance by DICT of any purchase order shall be subject to these Terms only.

2.4 Amendment of Terms

DICT reserves the right to amend these Terms at any time by publication of an updated version on the Website. The version of these Terms in force on the date the Customer signs any Job Card, Quotation, invoice or other contractual document shall apply to that transaction. For ongoing engagements (such as managed services or recurring supply), the version in force at the time of each successive transaction shall apply.

3. ACCEPTANCE AND FORMATION OF CONTRACT

3.1 Modes of Acceptance

The Customer shall be deemed to have unconditionally accepted these Terms upon the earliest occurrence of any of the following:

- signing, whether by hand, electronically, biometrically or otherwise, any Job Card, Quotation, Tax Invoice, Delivery Note, Service Request, Master Agreement, Acknowledgement of Debt, or any other document referring to or incorporating these Terms;
- paying, whether in full or in part, any deposit, instalment, invoice or other amount in connection with Goods or Services supplied or to be supplied by DICT;
- taking delivery, collection or possession of any Goods, or accepting the benefit of any Services, supplied by DICT;
- issuing a written or electronic instruction to DICT to proceed with the supply of Goods or Services, including by email, SMS, WhatsApp or any DICT support portal;
- accepting a Quotation by email reply, by clicking an acceptance link, or by any conduct from which acceptance can reasonably be inferred;
- continuing to use, retain, or benefit from Goods or Services delivered by DICT without prompt written objection.

3.2 Authority of Signatory

Each Signatory warrants that (i) he or she is duly authorised to sign on behalf of the Customer; (ii) he or she has read, understood, and considered these Terms in full, including the website T&Cs incorporated by reference; (iii) all information furnished to DICT is true, accurate, complete and not misleading; and (iv) if signing on behalf of a juristic person, he or she binds himself or herself personally as surety and co-principal debtor with the Customer for the due and punctual payment of all amounts owed to DICT, in terms of clause 21 below.

3.3 Incorporation by Reference

The one-page Terms and Conditions printed on the reverse of the DICT Job Card form an integral and indivisible part of these comprehensive Terms. By signing the Job Card the Customer acknowledges that the comprehensive Terms have been made freely available on the Website at <https://www.dict.com.na/terms-and-conditions/>, that the Customer has been afforded full and reasonable opportunity to read them, and that the Customer agrees to be bound by both the summary and the comprehensive Terms as if each were a single agreement signed in original by the Customer.

3.4 Electronic Signature Equivalence

In terms of the Electronic Transactions Act, 2019 (Act No. 4 of 2019) of Namibia, an electronic signature, electronic acceptance, electronic record, or any data message confirming acceptance of these Terms by the Customer shall have the same legal force and effect as a handwritten signature on paper. The Customer waives any right to dispute the validity, admissibility or evidential weight of these Terms or any related document on the ground that it is in electronic form, was concluded electronically, or was not signed in original.

3.5 Binding on Successors

These Terms shall be binding upon the Customer, the Signatory, and their respective heirs, executors, administrators, curators, trustees, liquidators, successors in title, cessionaries, and assigns, and shall enure for the benefit of DICT and its successors in title.

4. QUOTATIONS, ORDERS AND PRICING

4.1 Validity of Quotations

Quotations are valid for a period of 24 Hours from the date of issue, unless expressly stated otherwise on the Quotation, or until the price of any underlying Goods or Software changes with the Manufacturer, supplier, or due to currency fluctuation, whichever occurs first. DICT reserves the right to withdraw or amend any Quotation at any time prior to acceptance, including for typographical, computational or pricing errors.

4.2 Price Subject to Change

All prices are subject to change without notice, including by reason of (a) currency fluctuations affecting imported Goods or Software; (b) changes in Manufacturer or supplier pricing; (c) changes in customs duties, VAT, levies or other governmental charges; (d) increases in freight, insurance or fuel costs; and (e) any other cost increase beyond DICT's reasonable control. Where an order has been confirmed but Goods have not yet been delivered, DICT shall be entitled to invoice at the price prevailing at the date of delivery, provided the Customer is notified and given an opportunity to cancel within forty-eight (48) hours; save that no such cancellation right shall apply in respect of Special Orders (as defined in clause 4.6) or in respect of any Goods which DICT has already ordered, paid for, or committed to with the Manufacturer, supplier or distributor.

4.3 VAT and Other Charges

Unless expressly stated to be VAT inclusive, all prices are exclusive of VAT, which shall be added at the applicable rate at the date of invoice. All quoted prices exclude delivery, freight, insurance, installation, call-out, after-hours, weekend, public holiday, courier and travel charges unless expressly stated otherwise. The Customer is liable for all such additional charges as invoiced.

4.4 Deposits

DICT may, at its sole discretion, require a deposit before commencing any Services or ordering any Goods. All deposits are strictly non-refundable and shall be retained by DICT as compensation for time, administration, ordering, restocking, currency hedging and reservation of capacity. Where Goods have been ordered specifically for the Customer ("special orders") the deposit shall in any event be forfeited if the Customer cancels or fails to take delivery.

4.5 Errors

DICT shall not be bound by any obvious error in pricing, specification, description, image, typographical detail or computation contained in any Quotation, invoice, advertisement, brochure, website listing or other document, irrespective of whether such error has been acted upon by the Customer.

4.6 Special Orders and Non-Cancellable Orders

For the purposes of these Terms, "Special Orders" means any Goods or Services which are (a) ordered, imported, drop-shipped or otherwise procured by DICT specifically to fulfil the Customer's order; (b) not held as standard stock by DICT at the time of order; (c) custom-built, custom-configured, custom-assembled or built-to-order (including but not limited to bespoke desktops, servers, workstations, rack configurations, surveillance and networking installations); (d) etched, engraved, programmed, imaged, branded, labelled, or otherwise personalised at the Customer's request; (e) any item identified or flagged by DICT as a "special order", "non-stock", "back-order", "special request" or equivalent on any Quotation, order confirmation, invoice or correspondence; or (f) any digital licence, subscription, activation key or download once issued, activated or delivered to the Customer. Special Orders are strictly non-cancellable and non-returnable once (i) the order has been confirmed by the Customer (whether by signature, electronic acceptance, written instruction, or payment of any deposit or invoice in whole or in part), or (ii) DICT has placed a corresponding order with the Manufacturer, supplier or distributor, whichever occurs first. The Customer shall remain liable for the full invoice value of every Special Order, irrespective of whether the Customer takes delivery, refuses delivery, fails to collect, changes its mind, no longer requires the Goods, or alleges any change in circumstances or in market price. The price-change cancellation right contemplated in clause 4.2 shall not apply to Special Orders. Where the Customer fails or refuses to collect, accept or take delivery of any Special Order within 60 (sixty) days of notification of

availability, the Goods shall be deemed abandoned and DICT may sell, scrap, donate or otherwise dispose of such Goods to defray costs, with any shortfall remaining payable by the Customer on demand.

5. DELIVERY, COLLECTION AND RISK

5.1 Delivery

Delivery shall take place at DICT's premises (Ex Works, 244 Nickel Street, Prosperita, Windhoek) unless otherwise expressly agreed in writing. Where DICT agrees to deliver to the Customer's premises or any other location, delivery shall be deemed to have occurred when the Goods are placed at the disposal of the Customer or its agent or representative at such location, against signature.

5.2 Delivery Times

Any delivery dates or lead times provided are estimates only and not of the essence. DICT shall not be liable for any loss or damage of any nature arising from late delivery, including consequential loss, loss of profits, loss of opportunity, business interruption or any other indirect loss.

5.3 Passing of Risk

Notwithstanding clause 7 (Reservation of Ownership), risk in the Goods shall pass to the Customer upon the earlier of (a) delivery or collection by the Customer or its agent; (b) the Goods being placed at the disposal of any carrier, courier or transport operator (whether nominated by DICT or the Customer); or (c) the Goods being ready for collection at DICT's premises and the Customer being notified thereof.

5.4 Inspection on Delivery

The Customer shall inspect all Goods immediately upon delivery or collection. Any complaint regarding shortage, damage, incorrect specification, missing item or visible defect must be noted on the Delivery Note or Job Card at the time of delivery, failing which the Customer shall be deemed to have accepted the Goods as delivered in good order and condition. Latent defects must be reported in writing within seven (7) days of discovery.

5.5 Insurance During Transit

Insurance during transit, if required by the Customer, shall be arranged at the Customer's cost and risk. DICT does not warrant or accept any liability for loss, damage or theft of Goods in transit, irrespective of which Party arranges the transport.

6. PAYMENT TERMS AND DEFAULT

6.1 Payment in Advance / on Delivery

Unless DICT has expressly granted the Customer a written credit facility (which DICT may at any time withdraw or amend at its sole discretion), all amounts due to DICT shall be paid in full and in cleared funds before the release, collection, or delivery of any Goods or before commencement of any Services. No Goods shall be released or returned to the Customer until all invoices in respect of those Goods (including all Services, parts, consumables, call-outs and labour) have been paid in full.

6.2 Credit Customers

Where credit has been extended in writing, all invoices shall be payable within seven (7) days of date of invoice (or such other period as expressly agreed in writing), strictly without deduction, set-off, withholding, counterclaim or demand. Time of payment is of the essence.

6.3 No Set-off

The Customer shall not be entitled, for any reason whatsoever, to withhold, defer, deduct, set off, or in any manner reduce payment of any amount due to DICT, including by reason of any alleged defect, dispute, claim, warranty issue, counterclaim, or alleged failure of performance by DICT. The Customer's sole remedy in respect

of any dispute is to raise it in writing in accordance with clause 6.5 below, while still making payment in full of the disputed invoice.

6.4 Method of Payment

Payment shall be made by electronic funds transfer (EFT), debit order, credit card, or such other electronic means as DICT may from time to time accept. Cash payments may be accepted at DICT's discretion. Cheque payments are not accepted. Payment shall be deemed to have been made only when the funds reflect as cleared in DICT's bank account at First National Bank of Namibia, Account Number 62271440879, Branch Code 280872.

6.5 Disputes

Any dispute relating to an invoice must be raised in writing, with full particulars, within seven (7) days of the invoice date, failing which the Customer shall be deemed to have accepted the invoice in full and waived any right to dispute it. Even where a dispute is timeously raised, the undisputed portion of the invoice shall be paid in full by the due date, and the disputed portion shall be paid into DICT's bank account pending resolution, failing which the dispute shall be deemed abandoned.

6.6 Allocation of Payments

DICT may, at its sole discretion, allocate any payment received from the Customer to any amount owed by the Customer, irrespective of any allocation purported by the Customer. Without limiting the foregoing, payments shall be applied first to legal costs, then to collection commission and tracing fees, then to interest, then to the oldest invoiced capital, and lastly to current invoiced capital.

6.7 Default Interest

All amounts not paid by the due date shall bear interest from the due date until date of payment in full (both dates inclusive), calculated daily and compounded monthly, at the prime lending rate of First National Bank of Namibia plus 3% (three per centum) per annum, or at the rate prescribed under the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), whichever is the higher, without prejudice to any other right of DICT.

6.8 Events of Default

The Customer shall be in default if (a) any amount is not paid by its due date; (b) any debit order, cheque or other payment is dishonoured; (c) the Customer commits an act of insolvency as contemplated in the Insolvency Act, 1936 (Act No. 24 of 1936); (d) any judgment is taken against the Customer and not satisfied within seven (7) days; (e) the Customer is placed in liquidation, business rescue, sequestration, or under judicial management (whether provisionally or finally); (f) the Customer commits any material breach of these Terms and fails to remedy it within seven (7) days of written notice; or (g) the Customer makes any misrepresentation in connection with the transaction.

6.9 Consequences of Default

On the occurrence of any event of default, all amounts owed by the Customer to DICT (including future instalments under any payment plan) shall, at the election of DICT and without notice, become immediately due, owing and payable. DICT may, without prejudice to any other right, (a) suspend or terminate any further supply of Goods or Services; (b) retain or repossess any Goods in its possession (including those booked in for repair) pending payment in full; (c) invoke its reservation of ownership and repossess Goods previously delivered; (d) activate the debit order authority under clause 18; (e) cede the debt for collection in terms of clause 24; (f) list the default with any credit bureau in terms of clause 19; and (g) institute legal proceedings.

6.10 Cost of Recovery

The Customer shall be liable for all costs incurred by DICT in the recovery of any amounts owed, including but not limited to (a) collection commission of any debt collector engaged by DICT (capped only by the Debt Collectors Act in respect of natural persons); (b) tracing agent fees; (c) attorney-and-own-client legal costs, including counsel's fees, on the highest applicable tariff; (d) sheriff's fees; (e) VAT thereon; and (f) administrative fees of N\$ 250.00 per overdue account per month.

7. RESERVATION OF OWNERSHIP

7.1 Title Reserved Until Payment in Full

Notwithstanding delivery and passing of risk in terms of clause 5.3, the ownership in all Goods (including any item incorporated, attached, installed or built into any other item) shall remain vested in DICT until the Customer has paid the full purchase price of those Goods plus all other amounts then owed by the Customer to DICT from any cause whatsoever (including Services, prior invoices, interest, costs and charges). This reservation of ownership constitutes a pactum reservati domini.

7.2 Customer's Obligations Pending Payment

Until ownership passes to the Customer, the Customer shall (a) keep the Goods in good order, separately identifiable, free from any lien, hypothec or charge; (b) not sell, pledge, cede, hypothecate, encumber, lend or part with possession of the Goods; (c) insure the Goods for their full replacement value and cede the proceeds of any claim to DICT; (d) not deface, remove or obscure any serial number, label, identifier or DICT marking on the Goods; and (e) allow DICT and its representatives access to the Goods to inspect, photograph, mark, attach a notice or repossess them.

7.3 Repossession

In the event of default by the Customer, DICT may, without notice and without any court order, enter upon any premises where the Goods are reasonably believed to be located and repossess the Goods, and the Customer hereby irrevocably grants DICT, its employees, agents and any sheriff or tracing agent acting on its behalf such right of entry and repossession. The Customer indemnifies DICT against any claim arising from such repossession. The Customer shall not have any claim for the value of the Goods so repossessed, save for a credit against the outstanding balance based on DICT's reasonable assessment of the fair second-hand value of the Goods.

8. WORKSHOP - DEVICES BOOKED IN FOR REPAIR OR SERVICE

8.1 Risk Remains with Customer

Devices, equipment, hardware, accessories and media booked into DICT's workshop or otherwise received into DICT's possession for repair, service, assessment, diagnosis, configuration, data recovery or any other purpose, are not covered by DICT against theft, fire, water damage, lightning, power surge, accidental damage, force majeure, or any other risk while in DICT's possession. It is the sole responsibility of the Customer to ensure that the device is adequately insured under the Customer's own insurance policy.

8.2 Job Card Required for Release

No item will be released, returned, or delivered to the Customer without (a) presentation of the original Job Card receipt or other proof of booking-in acceptable to DICT, and (b) full payment of all amounts due in respect of that item and any other amounts owed by the Customer to DICT.

8.3 Diagnostic and Assessment Fee

A non-refundable diagnostic / assessment fee at DICT's standard hourly rate shall be payable in respect of any device booked in, even if the Customer ultimately declines to proceed with the repair, or if no fault is found, or if the device is found to be unrepairable. This fee shall be payable before the device is released.

8.4 Authorisation to Proceed

By signing the Job Card, the Customer authorises DICT to (a) carry out the agreed diagnosis and any work necessary to assess the device; (b) proceed with such repair work as DICT considers necessary to restore the device to working condition, up to a value not exceeding the Customer's expressly indicated authorisation limit (or, in the absence of such limit, the rate quoted on the Job Card); (c) order such replacement parts as may be required; and (d) charge for all such work and parts at DICT's standard rates.

8.5 Notification and Collection

Once the repair or Service is complete, DICT shall notify the Customer using the contact details provided on the Job Card. It is the sole responsibility of the Customer to (a) keep DICT informed of any changes to such contact details; (b) follow up on the status of the repair; and (c) collect the device promptly upon notification. Any device not collected within 30 (thirty) days of notification shall incur a storage fee at DICT's standard rate. Any device not collected within 60 (sixty) days of the original notification of completion shall be deemed abandoned by the Customer and may be sold, scrapped, recycled or otherwise disposed of by DICT, without further notice, to defray the unpaid invoice, storage charges, and disposal costs. Any shortfall shall remain payable by the Customer; any surplus shall be retained by DICT as agreed liquidated damages for time and effort.

8.6 Acceptance on Collection

By signing off the Job Card upon collection, the Customer acknowledges that (a) the device and all accompanying accessories have been returned in good working order; (b) the requested Service has been satisfactorily completed; (c) the Customer has tested the device and is satisfied with the work; and (d) no claim of any nature shall lie against DICT in respect of the Service or the device thereafter, save under the express written warranty (if any) recorded on the Job Card or invoice.

8.7 Non-Warranty Repairs

Non-warranty repairs shall be charged at DICT's standard hourly rate plus parts. All Services rendered must be paid in full before any item is released to the Customer, unless DICT has, in its sole discretion and in writing, agreed to alternative payment arrangements.

9. CALL OUTS, AFTER HOURS AND ON SITE SERVICES

9.1 Standard Rates

DICT's standard hourly rates and call out fees shall apply to all Services and shall be invoiced as set out on the Job Card or applicable Quotation. After-hours rates apply outside Business Hours, and premium rates apply on Sundays and public holidays.

9.2 Travel Time and Mileage

Where Services are rendered outside the municipal area of Windhoek, the Customer shall additionally be liable for travel time at DICT's standard hourly rate plus mileage at DICT's standard rate per kilometer, plus accommodation and subsistence where applicable.

9.3 Time Recording

Time recorded by DICT's technicians on the Job Card, on the time-tracking system, or on any DICT support ticket shall constitute prima facie proof of the time spent on the Services.

10. HARDWARE SALES AND WARRANTY

10.1 Manufacturer's Warranty

All Goods sold by DICT carry the standard Manufacturer's warranty (typically a "carry-in" warranty), the terms of which are determined by the Manufacturer and not by DICT. DICT is a re-seller and does not manufacture the Goods. DICT initiates the warranty process as a courtesy and service to the Customer, but DICT may in its sole discretion refer the Customer directly to the Manufacturer or warranty service provider.

10.2 Warranty Conditions

Defective Goods must be delivered to DICT's Windhoek office in the original packaging, accompanied by the original purchase receipt or Tax Invoice, at the Customer's own cost (including all freight, courier and insurance charges). The Manufacturer's warranty does not cover (a) physical damage, drops, impact, liquid spill, lightning, or power surge; (b) wear and tear or consumable parts; (c) damage caused by misuse, negligence, incorrect

installation, or unauthorised repair; (d) software faults, virus infection, malware, or configuration issues; (e) damage caused by use with incompatible accessories or power supplies; or (f) any item where the serial number has been removed, altered or defaced. Physical damage to any product purchased will effectively void the warranty completely.

10.3 Warranty Process

Faulty Goods will be sent to the Manufacturer for assessment and (if approved) repair. Only when the Manufacturer determines, in its sole discretion, that an item cannot be repaired will the Manufacturer issue a replacement or credit. The Customer waives any right to demand replacement, refund or remedy directly from DICT, save to the extent that DICT receives such replacement or credit from the Manufacturer.

10.4 Software Faults Not Covered

Any problem related to the software of a device (including operating system, drivers, applications, configuration, virus or malware) is not covered by hardware warranty and shall be charged for at DICT's standard hourly rate.

10.5 No Extended Warranty Unless Written

No representation, undertaking, or warranty by any salesperson, technician, or other employee of DICT, beyond the Manufacturer's standard warranty, shall be binding on DICT unless confirmed in writing by a duly authorised representative of DICT.

11. SOFTWARE AND LICENCES

11.1 Subject to Licence

All Software supplied by DICT is sold or sublicensed subject to the licence terms of the Manufacturer or licensor ("EULA"), to which the Customer hereby agrees. The Customer is solely responsible for reading, understanding, and complying with the EULA, including any restrictions on use, copying, transfer, number of installations, geographic use, and audit rights.

11.2 No Refund on Software

Software is non-refundable once supplied. Boxed software may only be returned if the original packaging and seals are wholly unopened and untampered. Digital licences, activation keys, downloaded software, and cloud subscriptions are non-refundable in all circumstances.

11.3 Subscriptions and Recurring Licences

Subscription-based and recurring licences shall be invoiced in advance for the agreed period. The Customer shall give not less than 30 (thirty) days' written notice prior to the end of each subscription period to cancel; otherwise the subscription shall automatically renew for a further equivalent period at the then-prevailing rate.

11.4 No Warranty of Compatibility

DICT does not warrant that any Software will be free of defects, will meet the Customer's requirements, will operate without interruption, will be compatible with the Customer's hardware or other software, or will be free of vulnerabilities. The Customer is responsible for satisfying itself of the suitability of the Software before placing an order.

12. GENERAL WARRANTY DISCLAIMER

12.1 No Implied Warranties

Save for the Manufacturer's warranty referred to in clause 10, and to the maximum extent permitted by law, DICT gives no warranty, representation or undertaking of any kind, express or implied, in respect of any Goods, Software or Services, and all such warranties (including any implied warranty of merchantability, fitness for purpose, satisfactory quality, or freedom from defects) are hereby expressly excluded.

12.2 Customer's Reliance

The Customer warrants that it has not relied on any statement, representation, recommendation, demonstration, or advice made by DICT or any of its employees, agents or representatives in deciding to purchase the Goods, Software or Services, and that the Customer has satisfied itself of the suitability of the Goods, Software and Services for its intended purpose.

13. REFUNDS AND RETURNS

13.1 No Refunds Policy

DICT operates a strict NO REFUNDS policy. Faulty items returned within the warranty period are handled in accordance with the Manufacturer's warranty policy and not under DICT's returns policy. Refunds, if any, shall be issued only in exceptional circumstances and only at DICT's sole and absolute discretion.

13.2 Conditions for Return

Where DICT, in its sole discretion, agrees to accept the return of any item, the following conditions apply: (a) the item must be in substantially the same condition as delivered, including all original packaging, manuals, accessories, cables, and documentation; (b) a handling and restocking fee of up to 15% (fifteen per centum) of the invoice value shall apply; (c) no cash refunds shall be issued (credit only, valid for 6 months); (d) the item must be returned within 7 (seven) days of original delivery.

13.3 Items That Cannot Be Returned

Without limitation, the following items cannot be returned: (a) labour, delivery, call-out, and completed Services; (b) microphones, earbuds, headphones, headsets, and similar audio products; (c) consumable items such as batteries, cartridges, toner, cables, fuses, screws, thermal paste; (d) etched, engraved, or otherwise personalised items; (e) Special Orders (as defined in clause 4.6), which are also non-cancellable; (f) software (per clause 11.2); (g) items where the warranty seal has been broken; (h) hygiene-sensitive items.

13.4 Deposits Non-Refundable

All deposits are non-refundable in all circumstances, as set out in clause 4.4.

14. DATA, BACKUPS AND DATA LOSS

14.1 Customer Responsibility

The Customer acknowledges and agrees that it is solely responsible for backing up all data, software, configurations, settings, licences, passwords and information on any device prior to handing it over to DICT, and at all material times during any engagement with DICT.

14.2 No Liability for Data Loss

DICT shall not be liable, under any circumstances whatsoever, for any loss, corruption, alteration, deletion, disclosure, or inaccessibility of data, software, settings, licences, configurations, passwords, files or any other digital information held on any device serviced, repaired, configured, installed, transported, supplied, or otherwise handled by DICT, irrespective of the cause (including negligence). Data recovery, even where attempted, is never guaranteed; hard drive, SSD, RAID, NAS, server, cloud, USB and memory card failures may result in partial or complete loss of data.

14.3 Confidentiality of Data Encountered

Where DICT incidentally accesses or encounters Customer data in the course of Services, DICT shall treat such data as confidential and shall not disclose it to third parties save (a) as required by law or court order; (b) with the Customer's consent; or (c) to the extent necessary to provide the Services. DICT may, however, retain technical logs, diagnostic outputs, and Job Card records as part of its records.

15. LIMITATION OF LIABILITY

15.1 Exclusion of Indirect Loss

To the maximum extent permitted by law, DICT shall not be liable to the Customer (or to any third party claiming through the Customer) for any indirect, consequential, special, incidental, punitive, or exemplary loss or damage of any nature, including but not limited to loss of profit, loss of revenue, loss of business, loss of contracts, loss of goodwill, loss of anticipated savings, loss of data, loss of use, downtime, business interruption, or any third-party claim, whether such loss or damage arises in contract, delict, statute, equity, or otherwise, and irrespective of whether DICT was advised or aware of the possibility of such loss.

15.2 Aggregate Cap

Without limiting clause 15.1, the maximum aggregate liability of DICT to the Customer for any and all claims arising out of or in connection with any transaction, Goods, Software or Services, whether arising in contract, delict, statute or otherwise, shall not exceed the lesser of (a) the total amount actually paid by the Customer to DICT in respect of that specific Goods or Services giving rise to the claim; or (b) N\$ 10,000.00 (Ten Thousand Namibian Dollars). This cap shall apply to all claims in aggregate and not per incident.

15.3 No Liability for Manufacturer Defects

DICT shall not be liable for any defect, malfunction, failure, recall, or shortcoming of any Goods or Software that is attributable to the Manufacturer or licensor. The Customer's recourse in respect of any such defect shall lie against the Manufacturer or licensor in terms of the applicable warranty or EULA.

15.4 Time Bar

Any claim by the Customer against DICT shall be instituted by way of summons served on DICT within 6 (six) months of the cause of action arising, failing which the claim shall be irrevocably extinguished and prescribed, notwithstanding any longer period of prescription that might otherwise apply.

16. INDEMNITY

16.1 General Indemnity

The Customer hereby indemnifies and holds DICT, its members, directors, officers, employees, agents, contractors and assigns, harmless against any and all claims, losses, damages, costs (including legal costs on an attorney-and-own-client scale), expenses, fines, penalties, demands, actions or proceedings of any nature whatsoever, brought by any third party (including the Customer's employees, customers, suppliers or any regulatory authority), arising out of or in connection with (a) any breach of these Terms by the Customer; (b) the Customer's use of any Goods, Software or Services supplied by DICT; (c) any data, content, information, instruction or material supplied by the Customer to DICT; (d) any infringement of any intellectual property right by the Customer; (e) any negligent or wrongful act or omission of the Customer; or (f) any misrepresentation or breach of warranty by the Customer.

16.2 Specific Indemnity for Software Licensing

The Customer indemnifies DICT against any claim by any software vendor, licensor, or third party in respect of any unlicensed, under-licensed, or non-compliant use of Software by the Customer, including any audit, fine, penalty, or settlement amount.

17. CUSTOMER WARRANTIES

The Customer warrants, represents and undertakes to DICT that:

- if a natural person, the Customer is of full legal capacity, has attained the age of majority and is not subject to any restriction on contractual capacity;
- if a juristic person, the Customer is duly registered and in good standing, and the Signatory is duly authorised to bind the Customer;

- all information, identity documents, registration documents, addresses, contact details, and banking details provided to DICT are true, accurate, complete, and not misleading, and the Customer shall notify DICT in writing of any change within 7 (seven) days;
- the Customer is not insolvent, under judicial management, in liquidation, in business rescue, under sequestration, or under any similar proceeding, and has no reason to believe such proceedings will be commenced;
- the Customer is not, and is not acting on behalf of, any person subject to any sanction, embargo, or restriction under Namibian or international law;
- the Customer has not been induced to enter into these Terms by any representation, warranty, undertaking or statement not expressly recorded herein;
- the Customer shall comply with all applicable laws, including but not limited to the Income Tax Act, the Value-Added Tax Act, the Companies Act, the Close Corporations Act, and any applicable export-control, anti-money-laundering and sanctions legislation.

18. BANK INQUIRY AND DEBIT ORDER AUTHORISATION

18.1 Bank Inquiry Authorisation

The Customer hereby irrevocably and unconditionally authorises DICT to request, and authorises any bank, financial institution, credit bureau or third party holding such information to disclose to DICT, information regarding the Customer's bank account(s), credit history, payment history, and financial standing, for the purpose of (a) verifying the Customer's ability to meet payment obligations under these Terms; (b) tracing the Customer; (c) recovering any amount owed to DICT; and (d) listing any default of the Customer. This authorisation shall remain in force until DICT confirms in writing that all amounts owed by the Customer to DICT have been settled in full.

18.2 Direct Debit / EnDO Authorisation

The Customer hereby irrevocably and unconditionally authorises DICT to instruct the Customer's nominated bank to debit the Customer's nominated bank account, by way of the Enhanced Debit Order (EnDO) system operated under NamPay by the Payment Association of Namibia, or by any other debit order facility, with any amount owed by the Customer to DICT, where such amount has not been paid within 7 (seven) days of the due date. The Customer shall ensure that sufficient funds are available in the nominated account to cover any such deduction.

18.3 Notice of Deduction

DICT shall give the Customer at least 3 (three) Business Days' written notice before processing any debit under clause 18.2, save where the Customer has previously been notified of the outstanding amount and has failed to settle within the specified period.

18.4 No Revocation Without Written Confirmation

The Customer agrees that it shall not revoke, cancel, or attempt to revoke or cancel the authorisations in clauses 18.1 or 18.2 (with the bank or otherwise) without first obtaining DICT's written confirmation that all amounts owed have been settled. Any unauthorised revocation or cancellation shall constitute a material breach of these Terms and shall attract a penalty of N\$ 2,500.00 (Two Thousand Five Hundred Namibian Dollars), payable on demand, in addition to all other amounts and remedies available to DICT.

18.5 Statutory Compliance

This clause is subject to the rules and regulations of the Payment Association of Namibia, the Banking Institutions Act, 2023 (Act No. 13 of 2023), and any applicable Namibian law. The Customer acknowledges that DICT may instruct a third party (including a debt collection agency) to act on its behalf and may cede this authority for the purpose of debt recovery.

19. CREDIT INFORMATION AND LISTING

19.1 Credit Checks

DICT shall be entitled to carry out a credit check on the Customer with one or more credit bureaux, agencies, or reporting institutions, at the inception of the transaction and at any time thereafter. The Customer authorises any such credit bureau to disclose such information to DICT.

19.2 Adverse Listing

In the event of any default by the Customer, DICT shall be entitled (but not obliged) to record and list such default with any credit bureau, ITC, TransUnion, Compuscan or other credit reporting service, together with such particulars of the default and the Customer as DICT deems fit. The Customer waives any claim against DICT arising from any such listing or its consequences, including any impact on the Customer's creditworthiness or ability to obtain credit elsewhere.

19.3 Disclosure for Recovery

DICT may disclose any personal or financial information of the Customer to attorneys, debt collectors, tracing agents, sheriffs, courts, credit bureaux, and any third party as may be necessary or expedient for the recovery of any amount owed by the Customer.

20. ACKNOWLEDGEMENT OF DEBT AND CERTIFICATE OF INDEBTEDNESS

20.1 Acknowledgement on Default

The Customer acknowledges and agrees that the signature on any Job Card, Quotation, Tax Invoice, Delivery Note, Service Request, or other document referring to these Terms, read together with the underlying invoice and statement of account, shall, in the event of default by the Customer, constitute an Acknowledgement of Debt in favour of DICT in the amount reflected as owing on DICT's statement of account, together with interest, costs, and any other amount payable in terms of these Terms.

20.2 Certificate of Indebtedness

A Certificate of Indebtedness, signed by any director, member, manager, accountant, or authorised representative of DICT (whose authority and capacity need not be proven), reflecting (a) the amount owed by the Customer to DICT; (b) the rate of interest applicable; (c) the date from which interest is calculated; (d) the date and source of the underlying debt; and (e) such other particulars as DICT considers relevant, shall be sufficient and prima facie proof of the amount owed by the Customer to DICT, for all purposes, including for purposes of obtaining provisional sentence, summary judgment, default judgment, or any other judicial or extra-judicial proceedings.

20.3 Independent Cause of Action

DICT shall be entitled to sue on the Acknowledgement of Debt and Certificate of Indebtedness as independent causes of action, without prejudice to its rights to sue on the underlying invoice, Job Card, or other contractual document.

21. SURETYSHIP BY SIGNATORY

21.1 Personal Suretyship

Where the Customer is a juristic person (including a close corporation, company, partnership, trust, body corporate, or other entity), each Signatory who signs any document referring to these Terms, by such signature, binds himself or herself personally, in his or her individual capacity, as surety in solidum and co-principal debtor jointly and severally with the Customer, and renouncing the benefits of excussion, division, cession of action, errore calculi, non causa debiti, non numeratae pecuniae, and revision of accounts (the meaning, effect and consequence of which renunciations the Signatory acknowledges he or she fully understands), in favour of

DICT, for the due and punctual payment by the Customer of all amounts now or in future owed to DICT from any cause whatsoever.

21.2 Compliance with General Law Amendment Act

This suretyship complies with the requirements of section 6 of the General Law Amendment Act, 1956 (Act No. 50 of 1956), and shall be construed in accordance with the laws of Namibia. The Signatory acknowledges that this is a continuing suretyship, that it shall remain in force notwithstanding any extensions, indulgences, novations, releases or variations granted by DICT to the Customer, and that DICT may proceed against the Signatory without first proceeding against the Customer.

21.3 Joint and Several Liability

Where more than one person signs any document referring to these Terms, they shall be jointly and severally liable in solidum to DICT for all obligations of the Customer, the one paying the others to be pro tanto released.

22. CESSION OF RIGHTS

22.1 Cession by DICT

DICT shall be entitled, without notice to or consent of the Customer, to cede, assign, transfer, encumber, sell, or otherwise dispose of all or any of its rights, title, interest, claims, and benefits under these Terms (including any claim for unpaid amounts and any associated suretyship and security) to any third party, including any debt collector, bank, factoring company, or assignee, who shall thereafter have the same rights against the Customer and any Signatory as DICT had immediately prior to the cession.

22.2 No Cession by Customer

The Customer shall not be entitled to cede, assign, delegate, transfer, or part with any of its rights or obligations under these Terms without the prior written consent of DICT.

23. JURISDICTION, DOMICILIUM AND LEGAL PROCESS

23.1 Consent to Magistrate's Court Jurisdiction

Notwithstanding that the cause of action or amount in dispute may otherwise be beyond the jurisdiction of the Magistrate's Court, the Customer hereby consents, in terms of section 45 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), to the jurisdiction of the Magistrate's Court in respect of any proceedings instituted by DICT, but DICT may, at its sole discretion, institute proceedings in any division of the High Court of Namibia having jurisdiction.

23.2 Domicilium Citandi et Executandi

The Customer chooses, as its domicilium citandi et executandi for the service of all notices, summonses, demands, processes and pleadings, the physical address recorded on the Job Card, Quotation, Master Agreement, or other contractual document, or such other address in Namibia as the Customer may from time to time notify DICT of in writing. The Customer warrants that the address so chosen is a physical street address in Namibia and not a post office box.

23.3 Service by Email

The Customer additionally consents to service of all non-process notices, demands, statements and correspondence by email to the email address recorded on the Job Card or other contractual document, and shall be deemed to have received such notice on the day of dispatch unless the Customer proves the contrary.

23.4 Governing Law

These Terms shall be governed by, and construed in accordance with, the laws of the Republic of Namibia.

24. LEGAL COSTS AND COLLECTION

24.1 Attorney-and-Own-Client Costs

In the event that DICT instructs attorneys to enforce any provision of these Terms, recover any amount owed, or defend any claim by the Customer, the Customer shall be liable to DICT for all legal costs incurred on the attorney-and-own-client scale, including counsel's fees, sheriff's fees, tracing fees, valuation costs, expert witness fees, VAT, and disbursements, in addition to all other amounts owed under these Terms.

24.2 Collection Commission

Where DICT engages a debt collector or collection agency, the Customer shall be liable for the collection commission of such collector, calculated at the maximum rate permitted by law from time to time, plus VAT and disbursements.

24.3 Costs as Independent Obligation

The Customer's obligation to pay legal costs and collection commission is an independent obligation, not dependent on the outcome of any proceedings, and shall be enforceable separately.

25. CONFIDENTIALITY AND NON-SOLICITATION

25.1 Confidentiality

Each Party undertakes to keep confidential all non-public information of the other Party that comes to its knowledge in connection with any transaction or engagement, and to use such information only for purposes of performing its obligations. This obligation shall not apply to information that (a) is or becomes publicly available otherwise than by breach of this clause; (b) was lawfully known prior to disclosure; (c) is independently developed; or (d) is required to be disclosed by law, court order, or regulatory authority.

25.2 Non-Solicitation of Employees

The Customer undertakes that during the period of any engagement with DICT, and for a period of 24 (twenty-four) months after termination thereof, it shall not directly or indirectly solicit, entice away, employ, engage or contract with any employee, contractor or sub-contractor of DICT, nor cause or assist any third party to do so. A breach of this clause shall entitle DICT to liquidated damages equal to 12 (twelve) months' gross remuneration of the relevant employee, without prejudice to any other remedy.

26. FORCE MAJEURE

26.1 Force Majeure Defined

"Force Majeure" means any event beyond the reasonable control of a Party, including act of God, war, civil unrest, riot, fire, flood, earthquake, storm, pandemic, epidemic, governmental action or restriction, currency restriction, embargo, sanction, strike, lock-out, labour dispute, power failure, telecommunications failure, cyber-attack, supplier failure, transport disruption, or any other similar event.

26.2 Suspension of Performance

Performance by either Party of its obligations (other than the Customer's obligation to make payment of amounts already due) shall be suspended for the duration of any Force Majeure event, and the affected Party shall use reasonable efforts to mitigate the impact and resume performance as soon as reasonably possible.

26.3 Payment Not Excused

Force Majeure shall in no event excuse, suspend, defer, or discharge the Customer's obligation to pay any amount that became due to DICT prior to the Force Majeure event, or that becomes due in respect of Goods already delivered or Services already rendered.

27. DATA PROTECTION AND PRIVACY

27.1 Lawful Processing

DICT processes personal information of the Customer (and, where applicable, of the Signatory and the Customer's employees) for purposes of (a) concluding and performing transactions; (b) invoicing and debt collection; (c) credit checking and risk assessment; (d) marketing of DICT's own products and services (which the Customer may opt out of in writing); (e) compliance with law; and (f) defending legal claims.

27.2 Constitutional Right to Privacy

DICT respects the right to privacy enshrined in Article 13 of the Constitution of the Republic of Namibia, and shall comply with any applicable Namibian law from time to time governing the protection of personal information.

27.3 Customer Consent

The Customer consents to (a) the collection, storage, processing, disclosure and transfer of its personal information by DICT for the purposes set out above; (b) the disclosure of such information to DICT's bankers, attorneys, debt collectors, tracing agents, credit bureaux, sheriffs, and any court; (c) the retention of such information for a minimum period of 5 (five) years after the end of the engagement, or for such longer period as may be required by law; and (d) the use of anonymised data for analytics, training and improvement of DICT's services.

27.4 Communications

The Customer consents to receive notices, statements, invoices, marketing communications, and other communications from DICT by post, email, SMS, WhatsApp, or any other electronic means, to the contact details provided on the Job Card or other contractual document. The Customer may opt out of marketing communications at any time by written notice; this opt-out shall not affect transactional, administrative or legal communications.

28. GENERAL

28.1 Whole Agreement

These Terms (together with the one-page summary on the reverse of the Job Card, any signed Master Agreement, and any accepted Quotation) constitute the whole agreement between the Parties in respect of the subject matter, and supersede all prior agreements, undertakings, representations and understandings between them.

28.2 Variation

No variation, amendment, consensual cancellation, addition, novation, waiver or relaxation of any provision of these Terms shall be binding on DICT unless reduced to writing and signed by a duly authorised representative of DICT. No indulgence, delay, latitude or waiver by DICT shall be construed as a novation or waiver of any right.

28.3 Severability

If any provision of these Terms is held by any competent court or tribunal to be invalid, illegal, void or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect as if these Terms had been signed without the offending provision. The Parties shall, in good faith, attempt to replace the severed provision with a valid provision having an effect as close as possible to the original.

28.4 No Waiver

No failure or delay by DICT in exercising any right, power, remedy or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise.

28.5 Counterparts

Any document referring to these Terms may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A scanned, photographed, photocopied or electronically transmitted signature shall be as valid as an original.

28.6 Currency

All amounts are stated and payable in Namibian Dollars (N\$), unless expressly stated otherwise. Where Goods or Software are imported, DICT may invoice in the currency of import and convert at DICT's prevailing exchange rate.

28.7 Headings

Headings in these Terms are for convenience only and shall not affect interpretation.

28.8 Notices

All formal legal notices shall be in writing and delivered (a) by hand to the domicilium address; (b) by pre-paid registered post; or (c) by email to the address on the Job Card, marked for the attention of the Signatory. Notice by hand is deemed received on delivery; by post on the 5th Business Day after posting; by email on the day of dispatch, unless the contrary is proved.

28.9 Survival

Clauses dealing with payment, interest, costs, ownership, indemnity, limitation of liability, suretyship, confidentiality, non-solicitation, jurisdiction, governing law, and any provision which by its nature should survive, shall survive termination of any agreement between the Parties.

29. COMPANY DETAILS AND BANKING

Direct Information Computer Technologies CC

Registration Number: CC/2008/1648

VAT Number: 4644656-01-5

Physical Address: 244 Nickel Street, Prosperita, Windhoek, Namibia

Postal Address: P.O. Box 81298, Olympia, Windhoek

Telephone: +264 61 232 090

Standby: +264 81 381 5887

E-mail: Accounts: accounts@dict.com.na

Website: www.dict.com.na

Banking Details:

Bank: First National Bank of Namibia

Account Name: Direct Information Computer Technologies

Branch: Windhoek Corporate Suite

Branch Code: 280872

Account Number: 62271440879

SWIFT: FIRNNANX

— END OF GENERAL TERMS AND CONDITIONS —

These Terms must be read together with the one-page summary printed on the reverse of every DICT Job Card.