

Pro Automation (Pty) Ltd

("Company")

SALES AGENT TERMS AND CONDITIONS

Date of Last Revision: 26 September 2019

THIS SALES AGENT TERMS AND CONDITIONS IS SPECIFIC TO GOVERNING THE RELATIONSHIP BETWEEN A POOLSENSE SALES AGENT AND PRO AUTOMATION (Pty) LTD AND DOES NOT SUPERCEDE THE POOLSENSE GENERAL TERMS AND CONDITIONS THAT CAN BE FOUND ON OUR WEBSITE OR BE MADE AVAILABLE ON REQUEST.

We reserve the right, at our sole discretion, to change or modify portions of these Terms and Conditions at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the services or changes made for legal reasons will be effective immediately. Your continued use of the services after the date any such changes become effective constitutes your acceptance of the new Terms and Conditions.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the site from time to time, including, without limitation, the Privacy Policy located at <http://proautomation.co/legal/privacy.pdf>. All such terms are hereby incorporated by reference into these Terms and Conditions.

Introduction

Whereas the Company wishes to promote the sales of its PoolSense products and allied services and to achieve this hereby appoints and the Sales Agent hereby accepts the appointment of Sales Agent for a period of 1 calendar year (12 calendar months) from the effective date (being the date the Company issues a unique Sales Agent Code):

Promotion and use of Brand

1. (a) The Sales Agent shall use his best endeavours to promote, advertise, and sell the Company's products and (b) providing that the Sales Agent will sell a minimum no of PoolSense devices in the term of this agreement, as defined in Annexure A, he shall preserve the right to retain the appointment of Sales Agent, and further that, (c) The Sales Agent will represent no other manufacturer or agent of any other similar products either in person or by proxy without the prior knowledge and permission of the Company, which shall not be unreasonably withheld.
2. (a) The Sales Agent shall be rewarded by receiving a trade discount based on orders as defined in Annexure A.
3. (a) The Company will allow the Sales Agent the use of its PoolSense trademarks and logos in the normal operations of his company's sales promotions and advertising PROVIDED THAT such use shall not in any way be deemed to be an appointment of the Sales Agent as agent with the ability to incur debt, trade in the name of, act on behalf of, or purport in any way to be anything other than an

agent or Sales Agent of the products of the Company during the term of this agreement. (b) The Company will allow the Sales Agent to sell, install and service products manufactured and supplied by the Company to the Sales Agent and the Sales Agent undertakes to refrain from any independent activity which transgresses or copies the descriptions and methods described above.

4. The Sales Agent acknowledges that the Company reserves the right to sell the PoolSense products itself through multiple channels including but not limited to other Sales Agent's and "On-Line" either directly or through any other business offering internet sales and distribution. Whilst every effort shall be made to maintain suggested retail price levels the Company reserves its rights to change this at any time.

The Sales Agent is obliged to purchase at least one PoolSense unit at the promotional price as indicated in Annexure A and ensure all data contracts are fully paid up at the time of renewal.

Warranties

3a). The Company shall honour all Warranties issued under the Company general Terms and Conditions terms therein and in accordance with his obligations under the Consumer Protection Act and The Company will entertain such claims for recourse to the Company providing such claims fall within the terms of any such Warranties issued by the Company. In support of the Warranties issued, the Sales Agent undertakes to supply only those components specified and/or supplied by the Company with no substitutions of components without the written consent of the Company.

b) The Sales Agent acknowledges they have read and understood the standard Terms and Conditions that govern the use and life-cycle of the PoolSense products

The Companies Obligations

4. (a) The Company undertakes to train such members of the Sales Agent's staff as is deemed suitable by the Company, on a course of instruction in installation of the Products such as "PoolSense", to be conducted in and around the city of Johannesburg, unless otherwise agreed to by the Company. (b) Should further training be required inasmuch as the Company must send an Instructor to the place of business of the Sales Agent, then financial reimbursement shall be made by the Sales Agent to the Company at the rate of R1500 + VAT per day or part thereof plus all relevant accommodation and travelling expenses by motor car or air travel whichever is the more convenient to the Company at the time. (c) No warranty or responsibility is implied or stated in respect of the ability of the Sales Agent's staff to learn adequately the concepts and skills of installation the PoolSense product, and no responsibility is assumed by the Company for the installation of any PoolSense product outside its direct surveillance during or subsequent to any such training sessions. (d) Should the device not be able to perform to the satisfaction of the Sales Agent for whatever reason, the Company shall have 60 days to rectify such problems, failing which the Company shall refund the Sales Agent or the Customer in full, nett of any discounts offered or paid. Where such discounts have been paid to the Sales Agent in terms of clause 7 the Sales Agent shall refund such monies back to the Company via EFT, alternatively at the discretion of a Director of the Company, the Company shall offset this money due in the next or future payment to the Sales Agent out of any monies owed to the Sales Agent for other sales made. (e) On acceptance of these Terms and Conditions and following receipt of monies for the demonstration units shall make 200 sales brochures available to the Sales Agent for use in sales activities.

Disputes

5. In the event of any dispute between either the Sales Agent and his customer, or the Company and the Sales Agent, the Company reserves the right to call on a single indifferent arbitrator to be appointed by the Company's legal representatives at the time under the terms of the Arbitration Act, any such ruling or judgement given to be abided with by either party.

Sub-Sales Agent / Agents

6. The Sales Agent and/or its Principals or Agents shall not assign their rights under the terms of this agreement without the specific written consent of the Company.

Deemed Earnings and Payments

7. Upon acceptance of these Terms and Conditions the Sales Agent shall receive a unique Sales Agent code that can be used by the Sales Agent to identify products sold directly or indirectly to any customers.

There are two ways in which a Sales Agent can receive revenue from the Products.

7. (a) Directly - where the Sales Agent orders Product directly from the Company the Sales Agent shall receive and deliver the Products from the Company to the Customer unless agreed to by the Company in writing. The Sales Agent shall receive the agreed to trade discount applied at the time of purchase as indicated in Annexure A.

In the case where any product is supplied by the Company directly to the Sales Agent such Products shall be paid for promptly by way of an electronic funds (EFT) transfer prior to taking delivery of any product unless agreed to in writing by the Company. (b) Until such payment is received by the Company the risk in the materials or property in any such product shall pass to the Sales Agent, but ownership of the materials or property shall not pass to the Sales Agent or his Customer until final payment has been made and all indebtedness to the Company has been discharged. (c) If such

payments are not forthcoming or are delayed, the Company reserves the right to charge and add interest on the outstanding amount at the prevailing Bank Overdraft Interest Rate + 2% or 15 % pa (whichever is lower) - calculated on a per Month basis. (c) The Company reserves the right to cut off all access to the data being transmitted from the device to either the Sales Agent or their Customers should payment not have been received timeously.

7. (b) Indirectly - Where through promotional activities of the Sales Agent, customers purchase directly from the Company, either directly from the Company or via the Company website. In this case the Sales Agent should indicate prior to the Company receiving such an order that the sale was a result of their promotional activity, or that the customer purchasing the product shall clearly indicate on the order from that his purchasing the product was as a result of the Sales Agent having done promotional activity to them. This being achieved by the customer entering the unique Sales Agents code in the field allowed on the order entry form on the Company website at the time of order placement. In this case such Products shall be paid for promptly by way of an electronic funds (EFT) transfer prior to the Company delivering any product unless agreed to in writing by the Company. (b) Until such payment is received by the Company the risk in the materials or property in any such product shall pass to the Customer, but ownership of the materials or property shall not pass to the Customer until final payment has been made and all indebtedness to the Company has been discharged. (c) If such payments are not forthcoming or are delayed, The Company reserves the right to charge and add interest on the outstanding amount at the prevailing Bank Overdraft Interest Rate + 2% or 15 % pa (whichever is lower) - calculated on a per Month basis. (c) The Company reserves the right to cut off all access to the data being transmitted from the device to either the Sales Agent or their clients should payment not have been received timeously.

7.(c) Should the Agent fail to notify the Company or the Customer fail to indicate the sale of a Product was a result of the Agents activities the Company is not obliged to pay any commission and it will be at the Company's sole discretion whether it honours any such obligation after the fact.

7.(d) The Company shall pay the Sales Agent via electronic funds transfer within 7 days after the end of each calendar month an amount equal to the agreed to Sales Agent discount on any Products as indicated in Annexure A.

Termination

8. (a) The agreement may be terminated by either party for failure to comply with the terms herein stated, or by the Company for any reason stated or otherwise, by giving 30 days' notice in writing to the Agent. (b) In the event of such termination where the Sales Agent has a display centre with the products of the Company on display either installed or otherwise, any such products must be removed from public view no later than the date of termination of the agreement.(c) Should the Sales Agent still have any remaining stock, providing all monies owing to the Company by the Sales Agent have been paid in full, the Company will purchase the units back, providing they are still in the original packaging, and undamaged. The Company will pay such balance within 30 days of receiving the stock back and having successfully tested and satisfied itself that the product is still in working order, as new.

Annexure A

Discounts applicable off the current list price existing at the time of order

Stock orders placed on Company

Order Quantity	Discount
1 to 10 devices	15%
11 to 49 devices	20%
more than 50 devices	25%

Commission

A flat commission of 10% (incl. VAT) of the nett revenue to the Company will apply where an Agent has been identified as the reason a sale has been made directly to a Customer.

Devices to be used for Demonstration and Promotional Activities

List price less 25% applied to a maximum of 2 units in any one year, these may NOT be resold and are exclusively to be used for promotional and sales activities