

## 1. DEFINITIONS:

- 1.1 Agreement: This contract, consisting of offer and acceptance of all the terms and conditions by PRINCETON and the Customer.
- 1.2 Alarm Centre: The place where all emergency calls and responses between customers and PRINCETON are being monitored
- 1.3 Emergency Response: The procedures that PRINCETON, the police or any other armed response company carry out after receiving an emergency call at the Alarm Centre.
- 1.4 Fixed Period: The period to which this Agreement applies, not exceeding two years where the Customer is a natural person.
- 1.5 Hand Over Document: The document to be signed by you or your representative at the premises, who will be deemed to be authorised at the time, which confirms that the system has been satisfactorily installed and that you have been instructed in its use. The Hand Over Document shall be deemed to have been signed when PRINCETON receives the first signal from your premises to the Alarm Centre.
- 1.6 Keyholder: Any third party you have chosen from time to time to hold the keys to the Premises and who may be contacted when a signal is received by PRINCETON at the Alarm Centre.
- 1.7 Licence Fee: The fee that PRINCETON charges the customer for administration of Radio Frequencies.
- 1.8 Landlord: The owner of the premises.
- 1.9 Premises: The building where the System is installed or any other premises where you install the System from time to time and require us to render the services.
- 1.10 Schedule: The schedule attached to the front of this document.
- 1.11 Commencement Date: For new Systems, the date upon which the contracted installer of PRINCETON completes installation of the System and you and PRINCETON or the installer, sign the Hand Over Document. With an existing system the commencement date is the date on which the installer or PRINCETON completes approval of your existing system and you and PRINCETON or the installer sign the Hand Over Document.
- 1.12 Basic System: Control panel, transformer, keypad, radio / telephone transmitter, 2 panic buttons, 2 passives, 2 door magnets, siren and battery installed by PRINCETON.
- 1.13 System: The alarm monitoring equipment, including the detection equipment and/or the radio transmitter installed by PRINCETON or the independent installer at the Premises including wiring and also anything PRINCETON install when PRINCETON carries out repairs under this Agreement. Unless you indicated that you wish to own the system, PRINCETON owns the basic system and you only have the use thereof. The radio transmitter shall at all times remain the property of PRINCETON.
- 1.14 Act: Refers to the Private Security Industry Regulation Act 56 of 2001 and Regulations in terms thereof

## 2. INSTALLATION:

- 2.1 The system shall be installed by PRINCETON as and when is convenient for all parties. PRINCETON shall not be responsible for delays in the installation. You shall accept installation when tendered by PRINCETON and you may not cancel this agreement, deduct from installation costs, withhold payment due to any problem arising from installation of the system.
- 2.2 You acknowledge that the installation may require drawing or drilling into ceilings, floors, walls and PRINCETON shall not be liable for any damages in this regard.
- 2.3 All risk pertaining to the system shall pass to the customer on installation.
- 2.4 If the system is rented it shall NOT by reason of attachment be deemed to be a fixture, shall at all times be severable and remain the property of PRINCETON.

## 3. OBLIGATIONS OF THE CUSTOMER:

- You are obliged in addition to your obligations contained in this agreement:
- 3.1 To ensure that the Premises and the contents thereof are safe and without risk for PRINCETON'S representatives in complying with this Agreement;
- 3.2 To give PRINCETON access to the Premises so that PRINCETON may provide the Services, installations, disconnection, removal and all things related to the aforementioned. Specifically PRINCETON shall be allowed access to remove the radio transmitter on termination of this agreement. PRINCETON shall not be held responsible for any damage to the Premises caused as a result of PRINCETON carrying out the Services. PRINCETON will endeavour to act reasonable at all times while rendering its services.
- 3.3 To notify PRINCETON in writing of the changes to the name(s), residential address(es) and telephone number(s) of the Keyholders with whom PRINCETON may communicate with regarding the System;
- 3.4 Not to appoint a Keyholder who does not enjoy the use of an operational telephone and to immediately revoke any such appointment if such person previously appointed as a Keyholder no longer enjoys the use of an operational telephone.
- 3.5 To attend to the Premises as soon as is reasonably possible after being called to do so by PRINCETON;
- 3.6 Not to allow anybody to remove the System from the Premises or from the position in which it is installed or interference with or alter the System in any way whatsoever for the duration of this Agreement, to ensure that the system is kept in good working order, to notify PRINCETON of any problem. No person may repair or work on the system who is not authorised by PRINCETON.
- 3.7 To pay your telephone, electricity and other bills timeously and to ensure that your telephone and electricity is so that the System and the Services are not affected.
- 3.8 In the event you move premises, you undertake to notify PRINCETON of the new address and ensure that a System is properly connected so that PRINCETON is able to continue to provide you with the Services.
- 3.8.1 Should you move premises, you will remain bound to the terms and conditions of this Agreement. PRINCETON may reconnect you provided your new premises are situated an area which is served by PRINCETON. You will be liable for a connection fee at PRINCETON'S standard rates applicable at the relevant time, which shall include the installation of a transmitter (if applicable)
- 3.8.2 Where PRINCETON reconnects you to the new premises as referred to in 3.8.1 above, you will be required to sign a new agreement with the same terms and conditions, which will reflect the new premises for the remainder of the duration of this Agreement.
- 3.9 PRINCETON will in no way act as your insurer and it remains your responsibility to ensure that the contents of your premises are adequately insured.
- 3.10 To test the System on a regular basis or at least monthly. In the event that you leave or vacate the premises for a period exceeding 5 days, you are required to notify the Alarm Receiving Centre, no later than 48 (forty eight) hours prior to vacating/leaving the Premises, of your intention to do so.

## 4. LIMITATIONS OF PRINCETON'S LIABILITY & GUARANTEE:

- 4.1 PRINCETON will not be liable for any delay in rendering any of the services pursuant to this agreement or any failure to render such service irrespective of the reason for such delay or failure or any interruption, temporarily or indefinitely of any such service due, but not restricted or limited in any way whatsoever, to any strike, flood, riot, boycott, cessation of supply, fire, explosion, act of God or other circumstances beyond the reasonable control of PRINCETON.
- 4.2 It is expressly agreed that the services rendered, equipment sold and/or installed and/or maintained and/or radio transmitter and antenna installed, as the case may be in terms hereof, are for the purpose of minimising the risk of a burglary, personal attack, injury or any other applicable cause of loss, and not of eliminating such risk. PRINCETON will not be liable in contract or delict or otherwise of whatsoever nature (including both direct and consequential loss), for any loss or injury arising from or caused by the failure by PRINCETON to perform any of its obligation herein, including loss or injury attributable to any negligent or gross negligent act or omission of PRINCETON or its employees or agents and all such liability is expressly excluded.
- 4.3 The client indemnifies and holds PRINCETON harmless against any claim of whatsoever nature which may be brought against PRINCETON by any person as a result of death, injury, damage to or loss of property at any time arising out of or connected with the provision of or failure to provide the services, including, but not limited to a gross negligent act or omission by PRINCETON or its employees or agents or as a result of the rendering of a service by PRINCETON for any reason whatsoever. It is agreed that no insurer will have any rights of subrogation against PRINCETON and the client agrees to notify its insurers of all the provision in this clause.
- 4.4 PRINCETON will not be liable for any damage to the premises, which may be caused by the installation, inspection, checking, re-setting, maintenance, repair or removal of equipment and/or radio transmitter and antenna or the checking of the premises, as PRINCETON however, agrees to use all reasonable care in installing, inspecting, checking or re-setting, maintaining, repairing or removing the equipment and/or radio transmitter and antenna and checking the premises as the case may be.
- 4.5 In the event of the original system being installed by a third party, PRINCETON cannot be held liable for maintenance or repairs for an existing fault.
- 4.6 You acknowledge that the services does not replace your insurance cover
- 4.7 Our responsibility and obligation to you cease immediately when this Agreement is terminated or the Services are suspended under clause 7 below.
- 4.8 The provisions of this clause 4 do not in any way derogate from the exemptions from liability contained elsewhere in this agreement.
- 4.9 Except for equipment installed prior to installation by PRINCETON, work done by other parties or Act of God, PRINCETON will repair the basic system free of charge for a 12 (twelve) month period from purchase or basic system, alternatively the system is rented for the full term of the rental.

## 5. COSTS:

- 5.1 You are liable for the timeous payment, in terms of this Agreement, of the charges (inclusive of VAT) as set out in the Schedule pertaining to the Services.
- 5.2 In the years following the completion of the first year from the Start Date, PRINCETON is entitled to increase its charges, in order to cover any increase in the costs of providing the Services. PRINCETON will inform you in writing and by ordinary post (and you will be deemed to have received such notice within 7 days after posting such notice) of any increased amount.

- 5.3 You are also responsible for the following charges:
- 5.3.1 Taxes, fees or charges set by the police, fire department, medical service providers, or any other authority due to the installation or operation of the System and any false alarm assessments by PRINCETON or any other party.
- 5.3.2 PRINCETON will charge R100.00 per armed response call out after the third call out per month which PRINCETON in its sole discretion deems to be unnecessary, including as a result of your failure to ensure that your System is in working order, without prejudice to any other rights that PRINCETON may have in terms of this Agreement.
- 5.3.3 PRINCETON'S standard rates for labour and materials will be charged when work is done outside normal working hours, faults are caused by third parties, which PRINCETON could not prevent, with breach of the obligations in this agreement, when any work to the system are required not covered by guarantee or any additional work not covered by this agreement.
- 5.4 You are also liable to pay for annual licence fees.
- 5.5 The cost does not include work for redecorating, repairing, concealing cables or any other work ancillary to installation and cover up of installation.
- 6. PAYMENT:**
- 6.1 You shall be obliged to pay the service charges provided for in the Schedule and elsewhere in this Agreement monthly in advance by debit order. PRINCETON will require payment by cheque in advance for the first month's charges to allow time of the debit order to be established.
- 6.2 In the event that payment is not made on or before the first of each month the customer will automatically be in default and PRINCETON will be entitled to charge interest at the rate set by the Prescribed Rate of Interest Act.
- 6.3 In the event of any breach by you of your payment obligations, PRINCETON shall deliver to you a written notice to remedy the breach in not less than 20 business days, failing which PRINCETON shall be entitled to suspend the performance of its obligations to you and to disconnect and/or remove the rented System without any further notice to you.
- 7. TERMINATION OF THE AGREEMENT:**
- 7.1 The Customer agrees to notify PRINCETON by giving 20 business days written notice in the event of cancellation of this Agreement prior to the expiry date thereof, for whatsoever reason.
- 7.2 In the event of 7.1 above PRINCETON will be entitled to, and the Customer undertakes to pay, a reasonable cancellation fee, taking into consideration:
- 7.2.1 The duration of the contract up to the date of cancellation by the Customer;
- 7.2.2 The amount and nature of equipment installed on the premises of the Customer;
- 7.2.3 Whether such equipment can be removed without being damaged or causing damage to the premises of the Customer and if removable as such, the removal costs of such equipment;
- 7.2.4 Any damage, excluding normal wear and tear, sustained by such equipment while installed on the premises of the Customer.
- 7.3 Unless the Customer is a juristic person, PRINCETON undertakes to notify the Customer in writing of the expiry date of the fixed term agreement within 40 to 80 days from expiry thereof.
- 7.4 Such notice as contemplated in 7.3 above shall contain the following:
- 7.4.1 Any material changes in the terms and conditions if the Agreement is to be renewed;
- 7.4.2 Option of the Customer to renew the Agreement for a further fixed term;
- 7.4.3 Option of the Customer to expressly terminate the agreement on its expiry date;
- 7.5 The parties agree that if no notice is given by the Customer as contemplated in this section, the Agreement will continue after expiry of the fixed term on a month to month basis.
- 8. GENERAL**
- 8.1 PRINCETON will deliver a service selected in the schedule to you in terms of this agreement.
- 8.2 If you enter into this Agreement together with any other person you and such other person are both liable jointly and severally to PRINCETON. If you are a tenant at the Premises, the Landlord, if it bound itself as surety and co-principal debtor in terms of this Agreement, shall become party to this Agreement and your liability and that of the Landlord to PRINCETON shall be joint and several;
- 8.3 PRINCETON may use contractors or subcontractors to carry out work mentioned in this agreement.
- 8.4 All goods sold will remain the property of PRINCETON until such time as paid for in full.
- 8.5 Where an amount to be paid in terms of this Agreement is paid by cheque or negotiable instrument, such payment shall only be deemed to have been paid when PRINCETON 'Sbank account has been credited with such amount;
- 8.6 This Agreement is the entire Agreement between PRINCETON and you and PRINCETON shall not be bound by any representations, undertakings, promises or the like not specifically recorded or incorporated herein. No variation of this Agreement, waiver of rights, release from any obligations or consensual cancellation in terms of this Agreement shall have any effect unless in writing and signed by both PRINCETON and you;
- 8.7 No indulgence, latitude, extension of time or omission by PRINCETON shall constitute a waiver by PRINCETON of any of its rights under this Agreement and shall not amount, in any appropriate instance, to a condonation by PRINCETON of any act or omission on your part and such conduct shall not in any circumstance whatsoever give rise to a defence of estoppel.
- 8.8 You hereby consent to the jurisdiction of the Magistrate's Court in respect of any actions by PRINCETON arising from this Agreement or the implementation, cancellation or termination thereof. PRINCETON will have the discretion to proceed in any other competent court having jurisdiction if PRINCETON so chooses. This consent shall be severable from this Agreement and shall apply even in the event of termination of this Agreement.
- 8.9 You shall be liable for any legal costs incurred by PRINCETON in enforcing the provisions of this Agreement on the attorney and own client scale, including any collection commission and tracing fees.
- 8.10 You choose as your domicilium citandi et executandi for all purpose under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature the address stated in the Schedule;
- 8.11 You are not entitled to cede, delegate or otherwise transfer your rights and obligations under this Agreement to any other party unless agreed otherwise in writing by PRINCETON;
- 8.12 To the extent that any provision of this Agreement is found to be void, invalid or unenforceable for whatever reason the parties shall procure that the provision shall (where possible to do so whilst maintaining the purpose of the Agreement) be amended to the minimum extent possible to make it valid or enforceable or if this is not possible shall be deleted from the Agreement. In all such circumstances, the remainder of this Agreement shall remain in force unaffected.
- 8.13 **THE CUSTOMER ACKNOWLEDGES THAT THE FULL CONTENT OF THIS AGREEMENT WAS UNDERSTOOD AND/OR SATISFACTORILY EXPLAINED TO THE CUSTOMER BEFORE THE SIGNING OF THIS AGREEMENT.**