

## Vendor Portal

### General Terms and Conditions

#### 1. Definitions

- 1.1. "Business Day" means any day other than a Saturday, Sunday or public holiday in South Africa;
- 1.2. "Sunlyn" / "we" / "us" means Sunlyn (Pty) Ltd (registration number 1988/000147/07);
- 1.3. "Forms" means application forms completed by you;
- 1.4. "user" means the end-user of rental equipment and on whose behalf a person (such as a Vendor) acts in the submission of Forms;
- 1.5. "you" / "your" means any person using the website and/or who completes and submits Forms and uploads and/or downloads documents from the website and includes any person (such as a Vendor) who provides and/or procures rental equipment for and on behalf of users.

#### 2. Application of general terms and conditions

- 2.1. These terms and conditions ("General T&Cs") apply to you if you have any account with Sunlyn and/or if you use the website and/or submit any Forms online.
- 2.2. These General T&Cs set out the agreement that governs our relationship with you.
- 2.3. Sunlyn offers a suite of products facilitating the rental of equipment. These arrangements are governed by separate and independent agreements.
- 2.4. If there is a conflict between these General T&Cs and any terms and conditions of any other agreement governing your relationship with Sunlyn, those terms and conditions will prevail.

#### 3. Use of the website

- 3.1. Use of the website is considered as your agreement to and acceptance of the terms and conditions of the website.
- 3.2. Sunlyn accepts no responsibility for any loss or damage of whatsoever nature that may be caused, directly or indirectly, by the use of this website or reliance on any information contained on this website. While every effort is made to keep the information on the website up to date and correct, Sunlyn does not accept any liability for reliance placed on such information in the absence of confirmation by a manager of Sunlyn.
- 3.3. For your convenience and from time to time, certain hyperlinks to third party websites may be available to you on the website.
- 3.4. Sunlyn does not endorse or recommend any third party website or content and such third party websites and hyperlinks are not under the control of Sunlyn.
- 3.5. From time to time, we may make third-party software or applications available for you to download. If you choose to download such software/applications, you do so at your own risk and will be bound by any license terms associated with such software/application. We give no express or implied warranty about the software/application. You hereby indemnify us and hold us harmless against any loss or damage you may suffer as a result of you downloading the software/application or if you breach the license conditions. Accordingly, Sunlyn is not responsible for or liable to you for the content of the third party website, and your use of the third party website and/or hyperlinks. You use the third party website and hyperlinks at your own risk.
- 3.6. You may not:
  - 3.6.1. use the website for any unlawful or prohibited purpose;
  - 3.6.2. use the website in any manner that may damage, disable, overburden, impair or otherwise interfere with the website or any other person's use of the website; and/or

- 3.6.3. obtain or attempt to obtain any materials or information not intentionally made available to you by Sunlyn.
- 3.7. Sunlyn makes no representations about the suitability, appropriateness, reliability, availability and accuracy of information, documents, software, products and/or services on the website. All documents and information are provided without any representations or warranties whatsoever, whether express or implied. Sunlyn disclaims any liability in this regard.
- 3.8. Sunlyn shall not be responsible and disclaims all liability for any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever which may be suffered as a result of or which may be attributable, directly or indirectly, to the use of or reliance upon any information, hyperlinks or service provided through this website or other electronic medium or the functionality or your inability to use the website or any Communication Forum, regardless of whether Sunlyn expressly advised of the possibility of loss or damage as a result thereof.
- 3.9. While every effort is made to ensure the security of information on this website, information may be intercepted, corrupted, lost or subject to interference. Sunlyn does not accept liability for any errors or omissions in the contents of information or damages resulting from any cause whatsoever and howsoever arising, including as a result of information being intercepted, corrupted, lost and subject to interference.
- 3.10. Nothing in the website may be regarded as an offer and/or acceptance of an offer, it may only be regarded as an invitation to do business with Sunlyn.
- 3.11. Sunlyn is not liable for:
  - 3.11.1. any failure of the website for any reason whatsoever, including any interruption, malfunction, downtime and any loss or damage caused as a result thereof;
  - 3.11.2. any loss or damage regarding your information directly or indirectly caused by malfunction of the website, third party software/systems, hyperlinks, power failures, unlawful access to or theft of your information, viruses, defects, trojans and other malicious software; and/or
  - 3.11.3. any file, download or application available on the website affected by any of the above.

#### 4. Forms

- 4.1. Submission of Forms to us by you is deemed an irrevocable request to obtain finance for, or to procure, rental equipment for and on behalf of users.
- 4.2. Submission of Forms by you constitutes a warranty that all Forms, information contained therein and ancillary documents thereto are true, correct and a material representation to Sunlyn.
- 4.3. You may submit Forms for and on behalf of users provided that you have the users' prior written consent for the submission of such Forms and for us to act on such Forms, in accordance with these General T&Cs.
- 4.4. You must ensure that the details and information provided to us are correct. We will rely on such information and will not verify any such information.
- 4.5. You hereby indemnify and hold us harmless for any loss or damage suffered by us or claims against Sunlyn as a result of you submitting Forms on behalf of users.

#### 5. Your personal information

- 5.1. You warrant that you have obtained users' consent to provide us with their personal information.
- 5.2. We will treat yours' and the users' personal information as confidential and will take reasonable steps to protect yours' and the users' personal information.
- 5.3. We may need to disclose yours' and the users' personal information if:
  - 5.3.1. required by law;
  - 5.3.2. in the public interest to do so;
  - 5.3.3. our interests require disclosure; or

- 5.3.4. disclosure is made at your request.
- 5.4. When we consider your application or any application of a user for any Sunlyn products and services or in order for us to maintain our relationship with you or if the law requires it, you agree that we may:
- 5.4.1. obtain yours' and the users' personal information from third parties, which may include credit bureaux or government agencies;
  - 5.4.2. disclose yours' and the users' personal information to these third parties to verify or obtain information we need to consider your application; and/or
  - 5.4.3. make enquiries regarding yours' and the users' credit records and trade references with any credit reference agency or any third party to confirm the details of any information provided to us.
- 5.5. We will at all times comply with the applicable laws when disclosing your personal information and that of the users and will not disclose more information than we need to.
- 5.6. You undertake to furnish us with all information and/or documentation required by us in terms of any applicable law.
- 5.7. You agree that we may -
- 5.7.1. make enquiries to confirm and verify any information you provided in your application;
  - 5.7.2. seek information from any credit bureau when assessing your application and at any time.
- 5.8. In addition, you warrant that you have obtained the users' consent for us to make enquiries and seek information as set out in clauses 5.7.1 and 5.7.2.
- 5.9. You acknowledge and expressly consent that we may:
- 5.9.1. verify information you provided to us and generally make whatever enquiries we deem necessary from any source whatsoever;
  - 5.9.2. process yours' and the users' personal information to conclude the agreement between us and for purposes of facilitating the rental of equipment;
  - 5.9.3. process and disclose yours' and the users' personal information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities;
  - 5.9.4. process and report on yours' and the users' personal information to comply with an obligation imposed by applicable laws on us.
- 5.10. You warrant that you have obtained the users' consent for us to act in accordance with clauses 5.9 above.
- 5.11. You have the right to access your personal information held by us. We will grant you such access during office hours within a reasonable time after receiving a written request for access.

## 6. Communications

- 6.1. We may communicate with you by any means including by email or telephone.
- 6.2. All communications from us will be sent to your last known address or contact details we have on record for you, including postal address, physical address, email, telephone or mobile. We may also communicate with you using our website or by means of publication or advertisement in the media.
- 6.3. You must update us with your contact details regularly to ensure that we have your updated details and the updated details of users, if you submit Forms and/or information on behalf of users. If your contact details change, including your address, you must notify us immediately.
- 6.4. You must change your contact details and address by sending us written notice of the change. If you need to change your street address, we will need proof of your new residence.
- 6.5. All legal notices or documents (such as summonses) will be sent to the physical address we have on record for you, unless you choose another address for serving legal notices and documents (such as summonses) as your domicile (your legal address where you will receive legal notices and documents).

- 6.6. We choose our domicile at: Sunlyn, 29 Scott Street, Waverley, 2090.
- 6.7. Any communication we send you will be considered to be received by you:
- 6.7.1. if sent by post, on the 8th (eighth) Business Day from the date of posting;
  - 6.7.2. if sent by email, on the first Business Day following the date of transmission; and
  - 6.7.3. if posted on our website, on the date the communication was published.
- 6.8. If you call us, all calls may be recorded for your protection and our records.
- 6.9. You acknowledge that from time to time you may request Sunlyn to act on communications from you sent by mail, telephone or otherwise. We are prepared to act on such instructions based on the following warranties. You warrant that:
- 6.9.1. Sunlyn will not verify the authenticity of any communication received from you;
  - 6.9.2. all communications which purport to emanate from you shall be deemed to be given to Sunlyn by you irrespective of the manner in which the communication was received as a result of any malfunction of equipment, distortion of communication links and the like, whether the communication was intended to be sent or not; and
  - 6.9.3. you will implement and adhere to any procedures and/or restrictions imposed by Sunlyn from time to time regarding the sending of any such communication to Sunlyn.
- 6.10. These warranties will not be affected if Sunlyn does not set out any or sufficient procedures or restrictions or ensure that you have adhered to them.
- 6.11. Sunlyn will not be obliged to act on any communication or purported communication from you and Sunlyn may at any time refuse to act on your communication.
- 6.12. Sunlyn will not be liable for any losses or damages arising directly or indirectly from us acting on your communication. You hereby waive all rights you may have or obtain against Sunlyn arising from any and all losses or damages, whether direct or indirect, which you may suffer as a result of Sunlyn acting on your communication. You hereby indemnify and hold Sunlyn harmless against any claims, demands and/or actions made against it or losses (direct or consequential) or damages suffered by Sunlyn because Sunlyn acted on your communication.

#### 7. Changes to this agreement

- 7.1 We have the right to change these General T&Cs or add new terms and conditions, new products or services or change the terms and conditions that apply to any products or services. Updated terms and conditions will be published on the website.

#### 8. Indemnity

- 8.1 You hereby indemnify and hold Sunlyn harmless against any claim, loss (direct or consequential), expense or damage arising out of or in connection with these General T&Cs or which may be sustained or incurred by Sunlyn, which may include legal costs (on an attorney and own client scale) or charges incurred in respect of proceedings against you as a result of:
- 8.1.1 your breach of this agreement;
  - 8.1.2 any claim by a third party and/or user against Sunlyn for any reason whatsoever;
  - 8.1.3 your negligence or any act or omission by you;
  - 8.1.4 you providing incorrect or misleading information or misrepresenting your information or your financial status and circumstances or that of a user;
  - 8.1.5 malfunction or failure of the website to upload, download Forms and/or failure of Sunlyn to receive your Forms;
  - 8.1.6 you submitting Forms and information for and on behalf of any user; and/or
  - 8.1.7 any loss or damage of whatsoever nature and howsoever arising sustained by a third party.

#### 9 Breach

- 9.1 Should you commit a breach of these General T&Cs, we are entitled to set limits or conditions on your right to certain services, features or functions of the website and may restrict access to all or

parts of the website. In addition, we may modify, suspend or discontinue your access to the website in our sole discretion.

#### 10 Jurisdiction and costs

10.1 You agree that should the need arise, we may take legal action against you for any cause arising out of these General T&Cs or any other agreement between you and Sunlyn in the Magistrate's/Regional Court, even if the amount of the claim exceeds the jurisdiction of the Magistrate's/Regional Court.

10.2 You are responsible and liable for all and any liabilities, losses, expenses and costs we incur in recovering or attempting to recover any money that you owe us, or for any legal action we take against you for breach of these General T&Cs, including legal costs (on an attorney and own client scale), collection charges, tracing fees and value added tax, to the extent permissible by law.

#### 11 General

11.1 You warrant that you have the necessary legal capacity and authority to enter into and be bound by these General T&Cs.

11.2 Sunlyn is not bound by any express or implied term, representation, warranty, promise or the like not recorded in these General T&Cs or otherwise recorded in writing and notified to you.

11.3 A certificate signed by any director or manager of Sunlyn, whose authority does not need to be proved, shall be proof, on the face of it, of any matter relating to these General T&Cs and any other terms and conditions relating to Sunlyn's products and services, any amount payable by you to Sunlyn and the fact that same is due and payable for all purposes.

11.4 Each clause is severable from the other clauses. If a clause is held to be invalid, illegal or unenforceable, that clause will be severed from the rest of the General T&Cs. And the other General T&Cs will remain valid, legal, binding and enforceable.

11.5 No waiver, indulgence or extension of time which we may grant you, nor any delay or failure by us to enforce, whether completely or partially, any of our rights, shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of us in terms hereof, save in the event and to the extent that we have signed a written document expressly waiving or limiting such right.

11.6 This agreement is governed by the laws of the Republic of South Africa.

11.7 Sunlyn shall not, under any circumstances, be held liable for consequential damages which may include loss of time, loss of production, loss of materials, loss of labour fees, loss of earnings or profits, arising directly or indirectly from or in connection with these General T&Cs.

11.8 The headings to clauses are added for reference purposes only and do not affect the interpretation of these General T&Cs.

11.9 Unless the context clearly indicates otherwise, words suggesting the singular include the plural, words suggesting one gender include the other genders and words suggesting natural persons include created entities (such as companies) and vice versa.

11.10 A reference to you includes your agent, employee, director, executor, administrator, substitute in title, successor and permitted assign, liquidator, business rescue practitioner, cessionary and the like.