



Kazang Vendor Contract

KQD2 Rev 9



Dear Sir/Madam,

TERMS AND CONDITIONS FOR USE OF ONE VENDING DEVICE

1. the parties
- 1.1 The Parties to this Agreement are –
 - 1.1.1 **The entity identified below, hereto (hereinafter referred to as “the Company”); and**
 - 1.1.2 Kazang, a division of Paycorp VAS (PTY) Ltd, (hereinafter referred to as “Kazang”).
2. The Parties agree as set out below:
 - 2.1 Kazang hereby offers the Company the opportunity to use 1 (one) Vending terminal (referred to as the “Product”) on a contracted use subject to the terms and conditions set out herein.
 - 2.2 The contract use of the Product(s) shall commence on _____ and continue for an indefinite period, subject to the terms and conditions adhered to.
 - 2.3 The Product shall be placed in the Company's place of Business at no expense to the Company. The Product shall be used to sell Kazang services.
 - 2.4 The Company shall either return the Product to Kazang within 7 (seven) business days of the failure to meet the requirements set out herein or the Company has the option to purchase the Product at the current retail selling price.
 - 2.5 The Product shall at all times remain the property of Kazang.
 - 2.6 Risk in and to the Product shall pass to the Company upon delivery of the Product to the Company who shall be liable for any loss, theft or damage to the Product. Uninsured liability shall be in the form of a monthly charge to the Customer as stipulated in the Direct Sales Pricing document accompanying this contract.
 - 2.7 Use of the Product by the Company shall be at the sole risk of the Company and the Company hereby indemnifies Kazang against any expense, liability, loss, claim or proceeding whatsoever arising out of or in connection with the use of the Product by the Company and/or any third party.
 - 2.8 Without prejudice to any rights the terminating party may have, either party may terminate this agreement with immediate effect by providing the other party with written notice of its intent to do so. In the event of such termination, the Company will return the Product to Kazang within 7 (seven) business days of the date of the notice to terminate the agreement.
 - 2.9 Kazang will provide reasonable technical and commercial assistance in respect of training and field set-up, at its own cost.
 - 2.10 The Company cannot cede the contract to anyone without the permission of Kazang can cede the contract without the Company's permission.
 - 2.11 No variation to these conditions shall be binding unless such variation is reduced to writing and signed by the authorised representatives of both Kazang and the Company.
 - 2.12 It is illegal to overcharge for electricity
 - 2.13 All commissions are paid at close of business on the last working day of the month and Kazang reserve the right to deduct any monies owed.

Name of Owner: _____ Shop Name: _____:

Nationality: _____ ID / Passport nr: _____

Address: _____ Contact Nr: _____

_____ GPS Co-ordinates: _____

SIGNED ON _____ (Date) Signature: _____ Full Names: _____

For: THE COMPANY (Who warrants that he/she is duly authorised to sign this Agreement on behalf of The Company and to bind it to the terms of this Agreement)

SIGNED ON _____ (Date) Signature: _____ Full Names: _____

For: KAZANG, (Who warrants that he/she is duly authorised to sign this Agreement on behalf KAZANG and to bind it to the terms of this Agreement)

Block B, Millennium Business Park, Edison Way, Century City, Cape Town 7441
Telephone +27 21 528 3460 • Facsimile +27 21 528 3461 • Email info@kazang.com • www.kazang.com

Divisional directors: Martin Wright (Chief Executive Officer), Andrew Forssman, Julian van Reenen

Cape Town • Johannesburg • Namibia



Kazang a division of Paycorp VAS (Pty) Ltd
Directors: Wayne Abramson (Chief Executive Officer), Stephen Hochstadter, Steven Kark, Gert Vorster, Martin Wright
Reg no 2002/010767/07