

Radio Electronic (Pty) Ltd

Reg no: 2020/0233 www.re.com.na Email: <u>info@re.com.na</u>

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Please Note: This document contains confidential information – to prevent unauthorised use of the Satellite Telephone it should be kept in a safe place, separate from the terminal.

This agreement is subject to the terms and conditions of Radio Electronic (Pty) Ltd.

Valid until 31 December 2024 or until new forms are made available.

Terms and Conditions of Satellite Telephone Rental Agreement

Radio Electronic (Pty) Ltd ("Company") and the customer ("Customer") hereby agree the following terms and conditions with respect to the rental services by the Company to the Customer of the Satellite Telephone, charger and other accessories as a set.

Obligations of the Customer:

- Upon acceptance of the Phone, the Customer will check the external and working condition of the Phone. In the event of any
 abnormalities, the Customer shall inform the Company immediately.
- Failure to inform of such abnormalities within a day from acceptance of the Phone shall be deemed to be a waiver of any claim therefore.
- In the event that the Phone is stolen or lost, the Customer shall immediately notify the Company of the fact so that the Company
 may suspend the services.
- The Customer agrees to keep the Equipment in the supplied case whenever not in use. The Customer will not attempt to open the Equipment electronics enclosure housing, alter, repair, alteration, without the prior approval of the Company.
- The Customer shall return the Phone to the Company in good working condition and in the same condition as was when the Customer accepted the Phone.
- Rental costs will accrue until equipment is returned, and the Customer will pay for any lost or damaged equipment. The Equipment is and shall remain the property of Radio Electronic (Pty) Ltd.
- The Customer will not use or operate the Equipment in any illegal manner or for any illegal purpose.

Loss or Damage of the Phone

- In the event that the Customer is unable to return the Phone due to its theft or loss, or return the Phone in a condition of such damage as is judged not to be repaired, the Customer is liable for the Insurance access amount of N\$ 1 000.00.
- For any repairable damage, the Customer agrees to pay the Company for the actual costs occurred by the Company.

Charges

- Deposit A deposit for Insurance excess and call charges is required upon confirmation of reservation of the Satellite Telephone.
- Rental Charge The Customer shall pay the Rental Charge from the date of the Customer's acceptance of the Phone until the date of the Customer's return of the Phone.
- Call Charge The total airtime charges are determined by the number of minutes or units during which the Equipment is in use for outgoing calls. Incoming calls are not being charged. The total number of airtime minutes or seconds used will be represented on the Companies invoice for telephone service from the time the Customer takes physical possession of the phone, to the time the Equipment is returned to the company. If payment is made by credit card, the customer authorizes the Company to charge payments due under this agreement to Customer's credit card account with notice to the Customer.

Waiver

The Customer hereby acknowledges that the Company is not responsible for the quality of the telecommunication services which
may be provided using the Phone. The Company is not liable for any discontinuance of, or interruption in the telecommunication, or
any damages alleged to arise there from, which are not due to abnormalities of the Phone. In no event shall the amount of damages
the Customer is entitled to exceed the total Rental Charges incurred by the Customer.

Legal Recourse

• If the Company and the Customer have need for legal recourse to settle any dispute, the case shall be handled in accordance with the laws of Namibia and subject to the jurisdiction of Namibia without giving effect of the principle of conflict of laws.

Termination of Agreement

• The Customer acknowledges that he or she acquires no rights hereunder other than the use of the Equipment. In the event that the Customer violates the terms and conditions of this Agreement, or the Customer has furnished the Company with false information, the Company may immediately terminate this Agreement with the Customer, whereupon the Equipment will be promptly returned to the Company and all charges in connection therewith shall be immediately due and payable. The Company may terminate this Agreement and disconnect the telephone service at any time with our without cause.

I have read the Radio Electronic Terms and Conditions of the Rental Agreement and agree to abide by the terms and conditions stated herein. I agree to agree to pay for airtime and (or) service/rental charges and Value Added Tax (VAT) for equipment rented and as agreed to in the executed Radio Electronic (Pty) Ltd Agreement. I also agree to pay any shipping charges and repair charges on damaged equipment. I understand if I do not return the equipment in good condition at the end of this Agreement or I fail to extend my rental period that I the Customer will be held responsible to settle any additional rental fees and airtime.

Customer Signature
