

Ordering a ... TelkomInternet PC Bundle

for Existing Residential Telkom Customers

You can use this form to...

On the transaction list below, select your transaction (tick✓ or x) and complete the Sections as indicated in brackets.

A. Order ...

- TelkomInternet Bronze PC Bundle.**
(Complete Sections A, C, D, E, F, G and H).
Mecer PC, Celeron 2.53GHz, 256MB memory, 40GB HDD,
DVD/CDRW Drive, 180W Speakers, 15" monitor, keyboard, mouse,
Windows XP Home.
- TelkomInternet Silver PC Bundle.**
(Complete Sections A, C, D, E, F, G and H).
Mecer PC, Pentium IV 3.0GHz, 256MB memory, 80GB HDD,
DVD/CDRW Drive, 180W Speakers, 17" monitor, keyboard, mouse,
Windows XP Home.
- TelkomInternet Gold PC Bundle.**
(Complete Sections A, C, D, E, F, G and H).
Mecer PC, Pentium IV 3.0GHz, 512MB memory, 120GB HDD,
DVD/CDRW/DVDRW Drive, 180W Speakers, 17" monitor,
GeForce FX5200 graphics card keyboard, mouse,
Windows XP Home.

B. Change your account and personal details ...

- Complete Sections C and D with your new details).

Important Information

- >> For you to be able to take advantage of this offer you need to
a. have an existing telephone line, and
b. subscribe to a Telkom Surfmore or a Telkom ADSL bundle service
for a minimum rental period of 36 months.
- >> Sign this application form and hand it in together with the required
documentation at your nearest Customer Service Branch or Telkom
Direct office.
- >> After Telkom has checked your creditworthiness, you may be
expected to pay a deposit.

Before you order the PC bundle ...

Residential customers

- >> Please provide proof of identification.
- >> Provide an original or certified copy of your most recent pay slip,
or 3 months bank statements.
- >> Provide a cancelled cheque for account verification.

Note. Should you terminate the PC Bundle after delivery of the PC,
you will be liable for the payment of the full outstanding balance.

Use these numbers for enquiries ...

- Residential Call Centre
- TelkomInternet technical support
- Mustek technical support

Section C follows ...

C. About you

What is your Telkom account number?

Which title do you use?

- The Hon Rev Prof Dr
 Mr Mrs Miss Ms

Initials and surname

Your ID number

Your contact numbers - Please give us contact numbers where we can contact you or leave a message ...

- contact person's name
- during business hours;
- after hours;
- spouse's partner's, trustee's no
- mobile number
- fax number

Your spouse's, partner's or trustee's name and surname

Your spouse's, partner's or trustee's ID number

D. Your addresses

Your e-mail address

Your physical address

Room no, building/farm
Street no & name
Suburb
City/town
Postcode

The delivery/installation address of you PC bundle (if different to your physical address)

Room no, building/farm
Street no & name
Suburb
City/town
Postcode

The postal address (if different to your installation address)

Suburb
City/town
Postcode

Section E follows ...



Please detach and retain this section for your reference.

Use these numbers for enquiries:

Residential Call Centre	10219
Telkom/Internet technical support	0860 00 8700
Mustek technical support	(011) 237 1919

PC Bundle Site Requirements

- I accept and understand that I shall provide... []
- a suitable table or cabinet for Telkom's network access equipment. []
 - a standard 220V AC 15A power outlet with an adequately earthed leakage protection device for the exclusive use of each component of the PC equipment, and []
 - an existing telephone line/extension, either analogue, ISDN, or DSL to match my choice of package and for the configuration of my TelkomInternet access. []

Conditions of Sale for PC Bundles

1. DEFINITIONS []

"Equipment" means the various equipment provided by Telkom as described on the first page of this order form, section A.

"Customer" means the person(s) indicated in Section C of the order form. []

2. AGREEMENT []

These Conditions of Sale, Telkom's current pricing and the order form constitute the entire agreement between the parties and supersede any prior written or oral agreement or understanding with respect to the subject matter hereof. No amendment to this it is made in writing and signed by the Customer or a duly authorized representative of the Customer and Telkom. Failure by Telkom to exercise any rights under this Agreement in any one or more instances shall not constitute a waiver of such rights in any other instances. []

3. ACCEPTANCE []

The Customer shall be responsible for acceptance of the Equipment on delivery of the Equipment. The acceptance of the Equipment is only related to the Equipment and not to any telecommunication lines associated with the Equipment. []

4. PAYMENT []

Telkom may collect from the customer the payment of a deposit as a pre-condition for providing the PC Bundle. The installments shall be debited to the Customer's telephone account and payable on or before the due date indicated on the invoice. The Customer shall not be entitled to set off any amount owed in terms of this Agreement against any amounts owed by Telkom to the Customer. Should the Customer fail to make payment on or before the due date as indicated on the invoice, the Customer shall be liable to pay interest from the date of issue of the invoice up to and including the date of payment thereof, compounded monthly, at a rate as determined by Telkom from time to time. []

5. OWNERSHIP []

Ownership of the equipment and the risk of loss or damage in and to the Equipment shall pass to the Customer on the date of delivery of the Equipment to the Customer's premises or installation premises. []

6. NETWORK CONNECTION []

The installation of the Equipment requires a connection to Telkom's Public Switched Telecommunications Network. This connection does not form part of this Agreement. In addition to this connection, the Customer shall rent a Telkom SurfMore package or a Telkom ADSL Bundle service, which will be subject to a minimum rental period of thirty six (36) months, calculated from the date on which the service is activated or commissioned. If the customer is an existing Telkom SurfMore or Telkom ADSL Bundle customer, the minimum rental period will be calculated from date on which the Customer accepts the Equipment.

Conditions of Sale continued ...

Should the Customer terminate the Surfmore or ADSL Bundle service prior to the expiry of the minimum rental period, the Customer shall be obliged to pay on Telkom's demand, []

- a. in the case of SurfMore, the full outstanding rental payable for the remainder of the minimum rental period; and []
- b. in the case of ADSL Bundle, an amount per month for the remainder of the minimum rental period. []
- c. in the case of TelkomInternet PC Bundle the installments for the remainder of the payment period. The Customer shall apply for the service of his choice separately. The provision of these services shall be subject to the provisions of Telecommunications Act, 103 of 1996, Telkom's licence for the provision of Public Switched Telecommunication Services (PSTS) and Telkom's Standard Terms and Conditions for the provision of PSTS, as amended from time to time and as filed with the Regulatory Authority in terms of Telkom's PSTS licence. []

7. DELIVERY AND ACCESS []

All dates of delivery/installation shall be treated as estimated dates only and the Customer shall not be entitled to cancel this Agreement, nor have any claim of whatsoever nature against Telkom, arising or flowing from delays in the delivery/installation of the Equipment, howsoever caused. The Customer shall prepare and make ready at his own expense, the site for the required installation including suitable AC power as will be required for installing the Equipment. The Customer grants Telkom its authorised representatives and/or sub-contractors and/or access to the Customer's premises for all purposes under this agreement. Any delays or return calls resulting from the lack of free access or prior authorisation to perform delivery or installation under this agreement may, at Telkom's option, be billed at actual cost to the Customer. []

8. INSTALLATION AND CONFIGURATION []

Telkom may in its sole discretion on request of the customer, assist with the installation and or configuration of the customer's hardware and or associated software to accommodate the TelkomInternet connectivity. Telkom will, however, not accept any liability whatsoever, howsoever arising from any loss of data or reprogramming or setting up the customer's equipment again or software or damage to the software or equipment relating to such assistance. []

9. FORCE MAJEURE []

If either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement resulting from any cause beyond the reasonable control of that party, the party so affected shall be relieved of its obligations hereunder during the period of such events and its consequences, but only to the extent so prevented. []

10. INTELLECTUAL PROPERTY []

The Customer acknowledges that any Equipment and/or software supplied in terms hereof is subject to the proprietary rights of Telkom and/or its Licensors. Telkom and/or its Licensors will retain title intellectual property rights associated with the Equipment and software. The Customer will not copy or duplicate, or permit anyone else to copy or duplicate any part of the software, neither will the Customer create or attempt to create, or permit anyone else to create or attempt to create, by use of reverse engineering, the source programs or any part thereof from the object programs. The Customer shall not directly or indirectly sell, transfer, offer, disclose, lease or license any intellectual property in the Equipment and/or the software to any third party. []

11. WARRANTIES AND GUARANTEES []

11.1 No warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise and whether they induced the contract or not, which are not set forth in this Agreement shall be binding on Telkom. []

11.1.1 Telkom guarantees that the Equipment shall be free from defects in material and workmanship under normal use for a period of 2 (two) years from date of delivery. []

11.1.2 Telkom shall not be responsible for costs incurred in dismantling or fitting replacement parts or reassembling the Equipment where it is found that the defect arose as a result of the negligence of the Customer. In order to be valid, a claim in terms of the guarantee as set out in clause 10.1.1 must be in writing, specifying the alleged defect, and supported by a copy of the delivery note. In addition the customer must at his own expense return the Equipment (packaged in its original undamaged packaging material) to the manufacturer by contacting the Technical Support Centre at (011) 237 1919. []

11.1.3 Without limiting the foregoing, Telkom does not warrant that the Equipment will be fit for the purposes for which it will be used by the Customer. []

11.1.4 All Mecer PC's are supplied with a two-year carry-in warranty. The warranty associated with the Equipment is the manufacturer's warranty. []

11.1.5 Telkom shall be relieved of all obligations in terms of this clause, if repairs or modifications have been made by persons other than the manufacturer.

12. INDEMNITY

Under no circumstances will Telkom be liable for any consequential, direct, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on claims of the Customer, (including, but not limited to, claims for loss of data, goodwill, profits, use of money or use of hardware or software, interruption in use or availability of data or the hardware, software, stoppage of other work or impairment of other assets), arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in delict or otherwise, whether based on this Agreement, any commitment performed or undertaken under or in connection with this Agreement or otherwise except only in the case of personal injury where and to the extent that the applicable law requires such liability.

13. CANCELLATION OF ORDERS

Signature by the Customer of the order form shall give rise to a binding contract. If for whatever reason the Customer cancels the order within 24 hours of Telkom's receipt of the signed contract and approval, the Customer will be liable for the full outstanding balance. Failure to hand in, this and all supporting documentation at your nearest customer service branch or Telkom direct shop, within 7 working days will lead to automatic cancellation of this order.

14. NOTICES AND DOMICILIUM

The Customer chooses as his domicilium citandi et executandi the installation address of the Equipment.

15. ASSIGNMENT

The Customer shall not abandon, transfer, assign or sublet the Agreement or part thereof, or cede any of his rights or delegate any of his obligations in terms of the Agreement, without prior written approval of Telkom, which approval shall not unreasonably be withheld.

16. CONFIDENTIALITY

Either party shall keep confidential the terms and conditions of this Agreement and all the information obtained by it with respect to the other party in connection with this Agreement, except

- a. to the extent required by law;
- b. in connection with any litigation or other legal proceedings where disclosures ordered or required in a court or other governmental body or agency with proper jurisdiction; or
- c. with the prior written approval of the other party.

17. BREACH

If the Customer:

- a. commits a material breach of any provisions of this Agreement (which includes failure to pay any amount due by it in this Agreement by the due date), and fails to remedy such breach or make payment within 10 (ten) days of such breach or written notice to do so; or
- b. commits an act which would be an act of insolvency as defined in the Insolvency Act 24 of 1935, becomes insolvent or enters into voluntarily or compulsory sequestration or passes a resolution for sequestration or makes an arrangement or compromise with his creditors, takes steps to deregister himself, or is deregistered, the Customer shall be in default. If the Customer is in default, Telkom shall be entitled, in addition to all other remedies to which he may be entitled to in law or in terms of this Agreement, to suspend and or dismantle without giving notice, any other telecommunication services rendered in terms of any other agreement between the Customer and Telkom until the breach is remedied. If any legal proceedings have to be instituted by Telkom to enforce its rights in terms of this Agreement, the Customer will be liable for legal costs on the scale of attorney and own-client cost and any collection commission.

18. INSPECTION OF EQUIPMENT

The Customer shall be obliged to inspect all Equipment upon delivery and shall endorse the delivery note as to any missing or damaged Equipment. No claims for missing or damaged Equipment shall be valid unless the delivery note has been endorsed as aforesaid and unless, in addition, the Customer notifies Telkom in writing within 7 (seven) business days of the delivery of the Equipment of the claim in question and the Equipment relating to such claim, furnishing full details in regard thereto. If Telkom is unable to deliver the Equipment to the Customer due to any act or omission on the part of the Customer, it shall be entitled to charge the Customer for the redelivery of the Equipment. The Customer shall be obliged to furnish information necessary to enable delivery of the relevant Equipment to be effected and if the Customer fails or refuses to do so, or if he fails or refuses to take delivery, the Equipment shall, without prejudice to the provisions of this agreement, be deemed to have been delivered to the Customer upon notification by Telkom to the Customer to that effect.

19. INSURANCE

It is the Customer's responsibility to ensure that he has the requisite insurance to cover such Equipment at his own premises and at his own cost.

20. COMPLIANCE WITH SPECIFICATIONS

20.1 Telkom shall, endeavour to meet the specifications for any Equipment (as more fully described on the front page of the order form), ordered, advertised or specified on any other documentation. If any deviations are necessary due to circumstances beyond the control of Telkom, such as contemplated in clause 19.2, Telkom will advise the Customer timeously. If the Customer accepts such alteration in the specification, then Telkom will proceed with the order.

20.2 Should conditions render unavailable any materials or Equipment specified herein or otherwise required in order to fulfill this Agreement, a substitution deemed by Telkom to be suitable for the performance of its obligations will be supplied.