



Product Terms

Cabling

1. INTERPRETATION

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein, shall bear the same meaning as defined in the General Terms.
- 1.2 To the extent that there is any contradiction between the General Terms and these Product Terms the following order of precedence shall apply: (i) these Product Terms; and (ii) the General Terms.
- 1.3 By using or subscribing to Cabling, Customer agrees that he/she/it has read, understand and is bound by:
 - 1.3.1 the General Terms and Use Policies under “**General Terms**” and other notices under “**Notices**” on our Legal Website; and
 - 1.3.2 these terms that apply specifically to Cabling, (collectively the “**MWEB Business Terms**”).
- 1.4 Customer’s use of Cabling indicates Customer’s acceptance without modification of the MWEB Business Terms, which will constitute a legal agreement between Customer and MWEB Business.
- 1.5 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:
 - 1.5.1 “**Application Form**” means the application form completed and signed by Customer for the initiation of Cabling, as same may be amended from time to time in terms of the Agreement;
 - 1.5.2 “**Cabling**” means the Services contemplated in these Product Terms which MWEB Business renders to Customer in accordance with Customer’s choices as set out in the Application Form under such heading or description, whereby MWEB Business installs the Equipment on behalf of Customer in accordance with the provisions of these Product Terms and the Equipment Purchase Product Terms;
 - 1.5.3 “**Equipment**” means any: (i) telecommunication cable and/or wiring; (ii) electrical cabling and/or wiring; (iii) connectors; (iv) cabinets and/or racks; and (v) any other accessories required for installation purposes, selected by Customer in the Application Form and purchased from MWEB Business by Customer in terms of the Equipment Purchase Product Terms;
 - 1.5.4 “**Equipment Purchase Product Terms**” means the terms and conditions applicable to the purchase of the Equipment from MWEB Business by Customer which are available at <http://www.mwebbusiness.co.za/Legal/ProductTerms.aspx> under the heading “Equipment Purchase”;
 - 1.5.5 “**Floor Plan**” means a written floor plan agreed upon by the parties which will point out the areas where each: (i) network access point will be installed; and/or each cabinet and/or rack will be mounted and/or placed;
 - 1.5.6 “**General Terms**” means the terms and conditions set out in the general terms and conditions for MWEB Business’ customers, which are available at <http://www.mwebbusiness.co.za/Legal/GeneralTerms.aspx> under the heading “General Terms”.



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- 1.5.7 **“Professional Services”** means the labour services and any other additional, special and/or unusual services not specified in the Application Form requested by Customer and provided to Customer by MWEB Business on a Time and Material basis subject to the Professional Services Product Terms;
- 1.5.8 **“Professional Services Product Terms”** means the terms and conditions applicable to the provision of the Professional Service to Customer, which are available at <http://www.mwebbusiness.co.za/Legal/ProductTerms.aspx> under the heading “Professional Services”;
- 1.5.9 **“MWEB Quote”** means a document reflecting the estimated price and/or charges to be charged by MWEB Business for rendering Cabling; and
- 1.5.10 **“Time and Material”** means the fees and/or charges to be payable by Customer to MWEB Business for the provision of the Professional Services as listed in the Professional Services Terms.

2. SERVICE FEES

- 2.1 Customer shall pay to MWEB Business the Service Fees set out in the Application in accordance with the provision of the General Terms.
- 2.2 Customer shall further pay MWEB Business for any fees set out in clauses 3.1.2 and 3.10 below in the event of termination of these Product Terms and MWEB Business shall invoice Customer for these fees which fees shall be payable by Customer within 30 (thirty) days from date of invoice.

3. TERMS AND CONDITIONS SPECIFIC TO CABLING

- 3.1 Customer acknowledges and agrees that:
- 3.1.1 MWEB Business will only provide Cabling to Customer provided Customer has purchased the Equipment from MWEB Business;
- 3.1.2 any termination of the Equipment Purchase Product Terms shall automatically terminate Cabling. In the event of termination of the Equipment Purchase Product Terms and such termination was effected after the signature of the MWEB Quote by Customer, Customer shall remain liable to pay MWEB Business for all wasted costs which shall include without being limited thereto: (i) costs of Equipment ordered irrespective of whether such Equipment is delivered or not and/or installed or not; (ii) costs of labour, travel costs; and (iii) any material costs.
- 3.1.3 MWEB Business is only allowed by these Product Terms to install the Equipment and not to provide any other service(s) not specified in the Application Form;
- 3.1.4 any other service(s) required by Customer which does not form part of Cabling shall be deemed to form part of the Professional Services and MWEB Business will provide such service(s) to Customer in accordance with the provisions of the Professional Services Product Terms.



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- 3.2 MWEB Business shall on the date and time agreed upon by the Parties visit Customer's premises to carry out a site inspection in order:
- 3.2.1 determine and/or record Customer's requirements for installation purposes;
 - 3.2.2 to quote Customer on the Equipment required and the length of time required to install the Equipment; and
 - 3.2.3 to ensure that Customer's premises in particular, the area where installation will be done is safe for installation purposes.
- 3.3 Upon completion of the site inspection, MWEB Business will immediately prepare a Floor Plan which MWEB Business will attach to the MWEB Quote. Customer shall review, approve and sign the MWEB Quote and the Floor Plan.
- 3.4 Customer acknowledges and agrees that:
- 3.4.1 MWEB Business will not commence the installation until the MWEB Quote and the Floor Plan (including any revised MWEB Quote and/or Floor Plan as envisaged in clauses 3.4.4 and 3.4.5 below), and are approved and signed by Customer;
 - 3.4.2 a signed MWEB Quote and Floor Plan shall (notwithstanding the fact that the Application Form for Cabling Services might not be signed by Customer on the date of the order of the Equipment), be deemed to be Customer's permission for MWEB Business to order the Equipment required for MWEB Business to render the Cabling;
 - 3.4.3 a signed MWEB Quote shall be used by MWEB Business to complete the Application Form for the initiation of the Cabling Services;
 - 3.4.4 MWEB Business relies on the MWEB Quote to order the Equipment and shall therefore not be allowed to amend the MWEB Quote once it is approved and signed by Customer. In the event of the amendment of the MWEB Quote and such amendment is made prior to and/or after the ordering of the Equipment from the supplier, MWEB Business will prepare a revised MWEB Quote and/or Floor Plan for Customer's review, approval and signature. Customer acknowledges that MWEB Business will be entitled to update the prices and/or charges originally quoted in accordance with the supplier's applicable prices and/or charges;
 - 3.4.5 in the event of the amendment of the MWEB Quote and/or Floor Plan after MWEB Business has commenced with the installation, MWEB Business shall have no other alternative but to cease the installation work until Customer approves the revised MWEB Quote and/or Floor Plan, which ever is applicable;



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- 3.4.6 he/she/it shall not be allowed to terminate these Product Terms and/or Agreement as a result of MWEB Business decision to cease installation work as envisaged in clause 3.4.5 above and/or should the prices and/or charges quoted in the MWEB Quote be increased by MWEB Business in the revised MWEB Quote as envisaged in clauses 3.4.4 above. Should Customer decide to terminate these Product Terms and/or Agreement as a result of MWEB Business' decision to cease the installation work and/or to increase the prices and/or charges, Customer shall remain liable to pay MWEB Business for all wasted costs incurred by MWEB Business which will include without limitation costs of Equipment already installed, costs of labour, travel costs and any material costs.
- 3.5 For the avoidance of doubt, Customer acknowledges and agrees that the purpose of the site inspection is not for MWEB Business to determine if the premises and/or area where the installation will be done meet the requirements of the Occupational Health and Safety Standards set out in the Occupational Health and Safety Act of 1993, as amended nor to determine without limitation if the electrical work, current wiring and information communication technology meets the requirements of the SABS (South Africa Bureau of Standards). It is Customer's responsibility to ensure that the premises and/or the area where installation will be done meet the SABS and Occupational Health and Safety Standards.
- 3.6 MWEB Business shall notify Customer with regard to the installation date and time. Customer shall not be allowed to move the installation date.
- 3.7 Customer shall prior to the installation date: (i) appoint a designated person to manage the installation project on Customer's behalf; (ii) prepare the premises and/or the area where installation will be done for installation purposes; and (iii) notify its staff, other tenants/owners in the office complex or any complex, the landlord (if in a rental premises) and/or governing bodies (where the premises and/or area where the installation will be done are in an office complex and/or any complex), about the installation date and time.
- 3.8 Customer warrants that the:
- 3.8.1 premises and/or the area where installation will be done, meet the requirement of the Occupational Health and Safety Standards;
- 3.8.2 the current electrical work, wiring, cables and information communication technology meets the SABS;
- 3.8.3 landlord and/or the governing body(ies) (if the premises are in an office complex and/or any complex), where the premises and/or areas where installation will be done are aware of: (i) the installation work to be done; (ii) what such installation entails; and (iii) the installation date and time; and
- 3.8.4 landlord and/or governing body(ies) (if the premises are in an office complex and/or any complex), where the premises and/or the area where installation will be done have given Customer the necessary approvals to allow MWEB Business to commence the installation work.
- 3.9 Customer shall allow MWEB Business, its contractors or agents, all reasonable access to its premises and/or the area where installation will be done for the purposes of the installation of the Equipment.



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3.10 Customer acknowledges that should MWEB Business at any time during the:

3.10.1 site inspection; or

3.10.2 installation,

deem the premises and/or installation area to be dangerous, unsafe and/or risky for MWEB Business's employees, contractors and/or agents to commence and/or continue with the installation work, MWEB Business shall without incurring any damage and/or liability of whatsoever nature to Customer cease the installation work until Customer has fixed and/or repaired the premises and/or area for installation purposes, within the timeframe agreed upon by the parties. Should Customer fail to fix and/or repair the premises and/or area within the time frame agreed upon by the parties, MWEB Business shall have no other alternative but to terminate Cabling including the Agreement. Customer shall remain liable to pay MWEB Business for all wasted costs which includes without limitation, costs of Equipment already ordered and delivered whether installed or not, costs of labour, travel costs and/or any material costs. For the avoidance of doubt, Customer shall not be entitled to terminate these Product Terms including the Agreement on the basis that MWEB Business has not commenced and/or MWEB Business has ceased the installation work or for any reason whatsoever in which event, Customer will remain liable to pay MWEB Business all wasted costs which includes without limitation, costs of Equipment whether installed or not, costs of labour, travel costs and/or any costs of material.

3.11 Customer acknowledges and agrees that MWEB Business may be required to dig, drill, remove pavement, carpets, tiles, ceilings, glue etc in order to install the Equipment. Customer hereby gives MWEB business the permission to carryout any drilling, removal and/or apply any glue required for installation purposes. Customer warrants that he/she/it has received permission from the landlord (where the premises are rented) and/or any governing body(ies) (where the premises are in an office complex or any complex) to carryout any drilling, removal and/or apply any glue required in the interior and exterior of the walls and the common area, for installation purposes.

3.12 Customer acknowledges that:

3.12.1 MWEB Business will use reasonable commercial endeavours to ensure that the installation work is performed in a professional manner without causing any damage of whatsoever nature to Customer;

3.12.2 cannot guarantee that work will be performed without errors, faults and/or causing damages of whatsoever nature to the premises;



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3.12.3 In the event of any damage to Customer's premises and/or installation area, Customer shall without limiting the generality of the General Terms, not be able to hold MWEB Business, its contractors and/or agents liable under any circumstances, for any loss, damage, costs, expense or injury including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit, loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers caused by or arising in any manner whatsoever from MWEB Business' willful misconduct, negligence and/or gross negligence. MWEB Business's entire liability to Customer for such damages shall without limiting the generality of the General Terms, be limited to the repair of such damage and/or replacement of the Equipment.

3.13 Upon completion of installation:

3.13.1 Customer will inspect if the Equipment has been installed in accordance with the Floor Plan;

3.13.2 Customer will inspect the Equipment to determine if it is installed properly.

3.13.3 MWEB Business will carry a test on the network to determine if such network operates without any fault and/or errors of whatsoever nature. If the test result confirms that the network is operating, the network shall be deemed to be in full operation.

A signed confirmation by Customer (including his/her/its employee, representative, carrier, agent or nominee) will be a prima facie proof that: (i) installation of the Equipment was made in accordance with the Floor Plan; and (ii) the installed Equipment is in full operation. Customer shall have no right of recourse against MWEB Business for any damages whatsoever after signing a confirmation as envisaged herein.

3.14 Customer acknowledges and agrees that he/she/it has a warranty extending to one callout within 7 (seven) business days (calculated from the date of completion of the installation) within which to report any fault and/or error in the Equipment. Upon receipt of this report, MWEB Business will send its employees, contractors and/or agent to repair such fault and/or error at no charge to Customer provided that Customer's employees, contractors and/or agents have not tampered with the Equipment including the work performed by MWEB Business. Should the reported fault and/or error be proved to be unfounded and/or not relate to the Equipment including work performed by MWEB Business, Customer shall be charged the costs incurred by MWEB Business to attend to such fault and/or error which will include without limitation, costs of labour and travel.

3.15 Customer acknowledges and agrees that:

3.15.1 MWEB Business' staff are only allowed to perform the services set out in the Application Form;

3.15.2 any work required which is not specified in the Application Form will have to be applied for directly with the sales consultant and not MWEB Business' installation staff;

3.15.3 MWEB Business does not approve any work required by Customer which is not set out in the Installation Plan and/or Application Form;



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3.15.4 any work required by Customer which does not form part of the scope of the services set out herein shall be performed by such staff at Customer's sole risk and responsibility. MWEB Business shall (without limiting the provisions of the General Terms), not be held responsible for any damages resulting from such work.
