

**Address**

The Innovation Centre  
1 Mark Shuttleworth Street, Lynwood  
Pretoria, 0087

## Laptop Purchase Agreement

This Purchase Agreement (the "**Agreement**")  
is entered into (the "**Effective Date**")

By and Between (the "**Seller**") and (the "**Buyer**")

Signature (the "**Witness**")

With an address of:

City

Province

Zip code

also individually referred to as "**Party**", and collectively "**the Parties.**"

## About Digititan

Digititan (PTY) LTD is a proudly African company founded on a mission of working tirelessly towards making Africa a First-World continent that is grounded on harnessing technology and innovation to attain economic independence that serves all its people.

We aim to build one of the strongest companies in the world that will utilise all its resources for the benefit of the people of Africa. We are focussing on training and skilling young Africans in the field of technology, focussing on Information and Communication Technology as our launchpad for our greatness in innovation. We are helping young people to establish technology-based businesses that will transform and improve the quality of life in the continent. We strongly believe that capitalism can only be meaningful and relevant in our continent if it is used for the benefit of humanity. Excessive accumulation of wealth in the sea of poverty cannot be justified. We will be dedicating ourselves and all our resources in assisting every African family to have access to technology.

Our promise to the people of Africa is that this company, Digititan, will build a strong movement that will "Restore our African Dignity" and provide a path for "Delivering Greatness".

**Digititan is the reseller of the Information and Communication Technology product such as laptops.**

The buyer wishes to purchase a Laptop using the Vfunda Digital Scheme.

## Vfunda Digital Scheme:

The Vfunda Digital Scheme is designed to assist parents to purchase Laptops for their children using an affordable payment vehicle. All children in our country deserve to be treated equally by having access to digital devices that are important for their education.

### Value Proposition:

Parents can sign up for the scheme at grade R or grade 1.

### The benefits for the Vfunda Digital scheme are:

- One entry level laptop for the child when they start grade five;
- Grade five education content will be loaded in the machine and new grade content loaded every year until grade twelve;
- Learners receive free Digital Skills training;
- Monthly data package will be offered and
- Insurance for the device.

## Parents:

### Therefore, the Parties agree as follows:

#### 1. Sale of Goods.

The Seller shall make available for sale and the Buyer shall purchase

(the "Goods").

#### 2. Delivery.

The Seller shall deliver the Goods for free to the Buyer at

The laptop will be delivered to the Parent-Buyer at the beginning of grade five and the child will also commence with the free Digital Skills training which will be coordinated by Digititan (Pty) Ltd. The Goods shall be deemed delivered when the Buyer has accepted delivery at the above-referenced location.

#### 3. Purchase Price & Payments.

Please indicate in the columns below the grade, package/plan, and the price you selected for your child:

Grade	Package/Plan	Price

A debit order form must be completed so that the monthly payments shall be automatically transferred to the investment account via the Glacier platform. The amounts in the Glacier platform will be insured to protect all clients. A monthly statement will be issued to inform the clients of the total balance of the amount deposited for the laptop.

#### **4. Risk of Loss.**

Risk of loss will be on the Seller until the time when the Buyer accepts delivery. The Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at the Seller's own expense.

#### **5. Title.**

Title to the Goods will remain with the Seller until the Buyer accepts delivery.

#### **6. Excuse for Delay or Failure to Perform.**

The Seller will not be liable to the Buyer for any delay, non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of the Seller's control. The Seller shall notify the Buyer immediately upon realization that it will not be able to deliver the Goods as promised.

#### **7. Termination.**

##### **Seller:**

The Seller may terminate the Purchase Agreement if there is a three months debit order default from the Buyer. A refund of the amounts paid by the Buyer will be processed within 30 days and a 5% cancellation plus 15% administration fee will be charged by the Seller.

##### **Buyer:**

The Buyer may decide to terminate the Purchase Agreement for whatever reason and a refund of the amount paid by the Buyer will be processed within 30 days and a 5% cancellation and 15% administration fee will still be charged by the Seller.

##### **Disclaimer of Warranties.**

THE GOODS ARE SOLD 'AS IS'. THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **8. Limitation of Liability.**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

## **9. Severability.**

In the event any provision of this Purchase Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Purchase Agreement and all other provisions should continue in full force and effect as valid and enforceable.

## **10. Waiver.**

Failure by either Party to exercise any right, power, or privilege under the terms of this Purchase Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

## **11. Remedies and Legal Fees.**

In the event of a dispute, the Buyer's sole remedy for any and all losses or damages resulting from defective Goods or from any other cause will be for the purchase price of the particular Goods with respect to which losses or damages are claimed. In the event such dispute results in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

## **12. Legal and Binding Agreement.**

This Purchase Agreement is legal and binding between the Parties as stated above. This Purchase Agreement may be entered into and is legal and binding in South Africa. The Parties each represent that they have the authority to enter into this Purchase Agreement.

## **13. Governing Law and Jurisdiction.**

The Parties agree that this Purchase Agreement shall be governed by the Province and/or Country in which both Parties do business. In the event that the Parties do business in different Provinces and/or Countries, this Purchase Agreement shall be governed by South African law.

## **14. Entire Agreement.**

The Parties acknowledge and agree that this Purchase Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

**The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:**

**Seller**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Witness**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Buyer**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_