

LEGAL & CONTRACTS

Standard Terms & Conditions

For quotations and smaller projects

EFFECTIVE DATE	18 September 2026
SUPPLIER	Jacques Smit trading as Stellarix Systems

These Terms apply when a quotation, proposal, Statement of Work or Service Schedule issued by Stellarix incorporates them. They are intended to work together with the document that describes the particular services, deliverables, fees and project-specific requirements.

IMPORTANT - RISK AND LIABILITY TERMS

Please read clauses 3.5, 7, 11, 12 and 13 carefully. They deal with withholding or suspension, third-party risk, limits and exclusions of liability, and cancellation or termination. By accepting a quotation that incorporates these Terms, the Client acknowledges that these provisions have been specifically drawn to its attention. Nothing in these Terms excludes or limits a right, remedy or liability that applicable law does not allow to be excluded or limited.

In these Terms, "Client" means the person identified as the client in the applicable quotation or other scope document. "Stellarix" means Jacques Smit trading as Stellarix Systems.

1. Agreement and interpretation

1.1 The agreement between the Client and Stellarix (the "Agreement") consists of the documents that apply to the transaction. If there is a conflict, they prevail in this order unless the Agreement expressly states otherwise: (a) a signed Service Agreement or Master Services Agreement; (b) an applicable Service Schedule or Statement of Work; (c) the accepted quotation or proposal; and (d) these Standard Terms & Conditions.

1.2 A purchase order, procurement term or other standard term supplied by the Client does not amend or override the Agreement unless Stellarix expressly agrees to it in writing.

1.3 The "Scope" means only the services and deliverables described in the applicable quotation, proposal, Statement of Work, Service Schedule or signed agreement. References to "Services" and "Deliverables" are to the items within that Scope.

1.4 A "business day" is a day other than a Saturday, Sunday or official public holiday in the Republic of South Africa. "In writing" includes email and another agreed recorded electronic communication, except where applicable law requires a particular form or signature.

2. Quotations, acceptance and amendments

2.1 Unless a quotation or proposal states otherwise, it remains open for acceptance for 14 calendar days from its issue date. Before acceptance, Stellarix may withdraw or revise it where reasonably necessary.

2.2 Acceptance may occur by signature, an agreed electronic-signature method, clear written email acceptance, another agreed recorded electronic method, or payment of a required deposit where the quotation expressly states that payment constitutes acceptance.

2.3 Routine project approvals and change requests may be given by a clearly attributable email, WhatsApp message or other agreed electronic communication from an authorised Client contact. A material amendment concerning intellectual-property ownership, substantial pricing arrangements, liability, contract duration or another fundamental contractual right must be clearly documented in writing.

3. Fees, invoices and payment

3.1 Unless the applicable quotation or schedule states otherwise, project work is payable 50% upfront before work commences and 50% on completion. Stellarix is not required to commence work until any required deposit has been received.

3.2 Invoices are payable within 7 calendar days from the invoice date unless another due date is stated in the invoice, quotation or applicable schedule.

3.3 Stellarix is not VAT registered and does not charge VAT while that status remains unchanged.

3.4 Unless expressly included in Stellarix's own service fee, third-party costs are for the Client's account. Stellarix may require those costs to be paid in advance and is not required to finance third-party expenses on the Client's behalf.

3.5 If an amount is overdue, Stellarix may, to the extent permitted by the Agreement and applicable law, suspend ongoing work or services, withhold further support, and withhold final deployment, handover, applicable credentials, transferable Deliverables or applicable intellectual-property rights until the amount due for the relevant work has been paid.

3.6 An agreed project price is not increased retrospectively merely because an invoice is overdue. No automatic late-payment interest rate, late fee or penalty applies unless it is expressly agreed in writing and lawful.

4. Scope, changes and Client cooperation

4.1 A request by the Client does not automatically form part of the Scope. Work outside the Scope may be subject to a change request or a separate quotation. Before Stellarix is required to perform material additional work, the parties must agree the additional work and any applicable fee, and Stellarix may revise affected delivery dates.

4.2 The Client must provide the information, content, decisions, approvals, credentials, access and other cooperation reasonably required for Stellarix to perform the Services. The Client is responsible for the accuracy of information it supplies and for ensuring that it has the necessary rights to provide materials, credentials and instructions to Stellarix.

4.3 Unless another period is agreed, requested Client information, approvals or feedback should ordinarily be provided within 5 business days. A delay caused by the Client extends affected Stellarix deadlines accordingly, and Stellarix may reschedule the work according to its then-current availability.

4.4 If required Client input is not provided for 30 days, Stellarix may place the project on hold. Resumption may be subject to availability, a revised timeline and, where justified by changed scope, costs or circumstances, a revised quotation.

5. Delivery and handover

5.1 Delivery dates are based on the Scope, the Client's timely cooperation, and any dependencies identified in the Agreement. A date affected by an agreed change, Client delay or event outside Stellarix's reasonable control moves to the extent reasonably required by that event.

5.2 Once all amounts due for the relevant work have been paid, the Client is entitled, where applicable, to one reasonable standard handover. The handover may include: agreed Deliverables; Client-owned credentials or materials; project-specific source code in accordance with clause 6.5; a reasonable export of Client data where required; domain-transfer assistance; and basic information reasonably necessary for the Client to take over the service.

5.3 Migration to a new provider, new-provider configuration, troubleshooting, substantial transition work or other assistance beyond the agreed handover is not included unless the quotation or schedule says otherwise and may be quoted separately.

6. Intellectual property

6.1 For this clause: "Background IP" means Stellarix's pre-existing or reusable intellectual property, including reusable code, libraries, components, frameworks, templates, development tools, scripts, methodologies, systems, processes, know-how, technical techniques and generic functionality. "Client Materials" means material supplied by or on behalf of the Client. "Project-Specific Deliverables" means custom Deliverables that the Agreement expressly identifies for transfer to the Client. "Third-Party Materials" means material owned or licensed by a third party, including open-source components.

6.2 Stellarix retains ownership of all Background IP. Client Materials remain owned by the Client or the applicable third party, and the Client warrants that it has the rights necessary to provide and authorise Stellarix to use them for the project. Third-Party Materials remain subject to their applicable ownership rights and licence terms.

6.3 If the Agreement expressly states that ownership of a Project-Specific Deliverable transfers to the Client, that transfer takes effect only after full payment of all amounts due for that Deliverable and excludes Background IP, Client Materials and Third-Party Materials.

6.4 To the extent Background IP is incorporated into a transferred Project-Specific Deliverable and is reasonably necessary for the Client to use that Deliverable, Stellarix grants the Client the licence reasonably necessary to use that Background IP only as incorporated in the Deliverable.

6.5 Where source code forms part of a commissioned Project-Specific Deliverable, the Client is entitled after full payment to receive the project-specific source code reasonably necessary to use and maintain that Deliverable. This excludes Background IP, reusable libraries and components, internal tools, deployment infrastructure, secrets and credentials, unrelated systems and Third-Party Materials.

6.6 Where a copyright assignment must by law be in writing and signed to be effective, a transfer under this clause operates only to the extent the applicable signing formalities have been satisfied. If the Agreement was accepted by a method that does not satisfy those formalities, Stellarix will, after full payment and on reasonable request, sign the written assignment reasonably required to give effect to the transfer expressly agreed in the Agreement.

7. Third-party services and technology

7.1 Stellarix may use appropriate third-party providers where reasonably required to provide the Services, including providers of hosting, cloud infrastructure, DNS, domain registration, email, analytics, authentication, databases, APIs, payment processing, communications, monitoring, backups, software-as-a-service platforms and related technology services.

7.2 A third-party provider is independent of Stellarix. Stellarix is not responsible for an outage, discontinuation, price increase, technical change or failure caused by a third-party provider outside Stellarix's reasonable control, except to the extent responsibility arises from Stellarix's own breach of the Agreement or an obligation imposed directly on Stellarix by law.

7.3 Where the Client selects or requires a particular third-party provider, maintains its own provider account or independently changes the provider's configuration, the Client is responsible for reviewing and accepting that provider's terms, privacy policies, data-processing conditions, fees, retention policies and service limitations. Stellarix is not responsible for that provider's independent acts or omissions except to the extent loss results from Stellarix's own breach of the Agreement or applicable law.

7.4 If a third-party change requires additional development, migration, configuration, integration, testing or remedial work, Stellarix may quote that work separately unless it is expressly included in the Scope.

8. Development defects, maintenance and support

8.1 Unless the applicable quotation or schedule states otherwise, development work does not include indefinite maintenance or support.

8.2 For 30 days following delivery or production launch of development work, Stellarix will correct a Bug reported by the Client that is attributable to the delivered work. A "Bug" is a material failure of functionality supplied by Stellarix to operate according to the agreed specification.

8.3 A Bug does not include a new feature, changed preference, new content, work outside the specification, damage or modification caused by the Client or a third party, a third-party platform or API change, later incompatibility caused by a third party, or work that is properly an upgrade or enhancement. After the 30-day period, work is chargeable unless covered by an active maintenance, care or support arrangement.

8.4 A support-priority label does not create a guaranteed response or resolution time unless an applicable Service Schedule expressly contains a service level agreement.

9. Personal information and confidentiality

9.1 Each party must comply with the data-protection obligations that apply to its own processing activities. Where Stellarix processes personal information on behalf of the Client, the parties will apply the roles and obligations required by applicable South African data-protection law and, where required, maintain an appropriate written operator or data-processing arrangement.

9.2 Where personal information is transmitted to, stored by, processed by or otherwise handled through a third-party service, that provider may process it under its own privacy policy, terms, security practices, applicable law and any applicable data-processing agreement. Stellarix does not control the provider's internal systems, infrastructure or independent processing activities and does not guarantee how the provider will process, retain, secure, disclose, restore or otherwise manage information outside Stellarix's reasonable control. Nothing in this clause excludes or limits an obligation imposed directly on Stellarix by law.

9.3 Each party must keep the other party's confidential information confidential and use it only for the purposes of the Agreement. Confidential information does not include information that is public through no breach of the Agreement, was lawfully known independently, is lawfully received from another source without a duty of confidentiality, is independently developed, or must be disclosed by law.

9.4 The confidentiality obligations continue after the Agreement ends to the extent the nature of the information reasonably requires continuing protection. Trade secrets and similarly sensitive information remain protected for so long as continuing protection is appropriate to their confidential nature.

10. Portfolio use, testimonials, personnel and subcontractors

10.1 Unless the parties have expressly agreed confidentiality that prevents such use, Stellarix may identify the Client as a Stellarix client and may display publicly available completed work on Stellarix's website, portfolio, proposals, case studies, social-media content and other reasonable business-development material. Stellarix may use the Client's business or trading name, logo, screenshots or visual representations of completed public-facing work and a factual description of the Services provided for that purpose.

10.2 The permission in clause 10.1 does not extend to confidential information, private systems or dashboards, personal information that should not be disclosed, trade secrets, unpublished work, credentials, security-sensitive information or other material legitimately designated confidential. Use must not falsely imply sponsorship, partnership or endorsement beyond the actual client relationship.

10.3 Where appropriate, Stellarix may include a discreet credit such as "Website by Stellarix Systems" or equivalent wording on work created by Stellarix. The Client may request that the credit be removed. The credit does not affect ownership or licence rights.

10.4 Stellarix may use appropriately skilled employees, independent contractors, specialists and subcontractors to perform parts of the Services without obtaining separate approval for each person. Stellarix remains responsible for performance of its contractual obligations. Appropriate confidentiality, security and data-protection obligations will apply where such persons may access sensitive Client information or systems.

10.5 Where the Client authorises Stellarix to publish a testimonial, review or endorsement, Stellarix may correct spelling, grammar, punctuation, obvious repetition and minor formatting without changing its meaning. Stellarix may abridge or summarise it only where the edited version accurately preserves the substance and core voice of the Client's statement and does not exaggerate, misrepresent or materially alter the endorsement.

11. Liability and allocation of risk

11.1 Subject to liability that cannot lawfully be excluded or limited, Stellarix's aggregate contractual liability arising from one-off project work is limited to the total fees paid or payable for the affected project. For a recurring service, Stellarix's aggregate contractual liability is limited to the recurring service fees paid or payable during the 12 months immediately preceding the event giving rise to the claim.

11.2 To the extent legally permissible, neither party is liable to the other for indirect or consequential loss, including loss of profits, business, opportunity or reputation, or indirect loss arising from interruption.

11.3 Nothing in the Agreement excludes or limits any liability, right or remedy to the extent applicable law does not permit that exclusion or limitation. Where the Consumer Protection Act applies, any limitation, risk-allocation or acknowledgement term operates only to the extent permitted by that Act and subject to its applicable notice and fairness requirements.

12. Events outside reasonable control

12.1 Neither party is liable for delay or failure in an affected obligation to the extent caused by circumstances reasonably beyond its control, including widespread infrastructure failure, internet or telecommunications failure, significant third-party cloud outages, natural disasters, governmental restrictions, civil disruption or comparable events.

12.2 The affected party must take reasonable steps to mitigate the impact where practical. This clause does not automatically excuse an amount that became payable before the event.

13. Suspension, cancellation and termination

13.1 If the Client cancels project work, the financial and handover consequences will be determined by the work already performed, committed resources, non-refundable third-party costs, amounts already due, applicable intellectual-property consequences and the agreed handover obligations. A deposit is not automatically forfeited in every circumstance unless the Agreement lawfully and expressly provides for that result.

13.2 A party may terminate the Agreement in circumstances permitted by the Agreement or applicable law. If a material breach can reasonably be remedied, the breaching party must be given written notice and a reasonable opportunity to remedy it before termination, unless applicable law or the circumstances permit another result.

13.3 Stellarix may suspend affected Services where reasonably necessary because of persistent non-payment, unlawful use, abuse or compromise of systems, or a serious security risk, subject to applicable law and any required notice or remedy process.

13.4 Termination does not extinguish amounts already owed. Provisions concerning intellectual property, confidentiality, liability, outstanding payment, dispute resolution and data handling survive to the extent their nature requires.

13.5 If the Agreement includes a fixed-term recurring service, its term, renewal, early-cancellation and expiry rules must be stated in the applicable quotation or Service Schedule and remain subject to any mandatory consumer-protection rules that apply to the transaction.

14. Notices, disputes and governing law

14.1 Formal contractual notices must be sent using the contact details and method stated in the applicable quotation, schedule or signed agreement. Unless another method is specified, a formal notice may be sent by email to the email address stated for the relevant party. Routine project, support, approval and service-administration communications do not automatically constitute formal notices where the Agreement requires a formal notice.

14.2 The parties must first attempt in good faith to resolve a dispute directly. If it is not resolved, either party may escalate it in writing. The parties may then use any further dispute-resolution mechanism stated in the Agreement or approach a competent South African court where appropriate.

14.3 The Agreement is governed by the laws of the Republic of South Africa.

15. General terms

15.1 The final agreed contractual documents constitute the parties' agreement concerning their subject matter and supersede inconsistent earlier discussions, negotiations or representations concerning that subject matter, except to the extent applicable law prevents exclusion of a representation or right.

15.2 A failure or delay by a party to enforce a contractual right on one occasion does not by itself waive that right. If a provision is invalid or unenforceable, the remaining provisions continue to operate to the extent legally possible.

15.3 The parties are independent contracting parties. The Agreement does not by itself create a partnership, employment relationship, joint venture or general agency between them, and neither party has general authority to bind the other merely because Services are being provided.

15.4 The Client may not assign or transfer material rights or obligations under the Agreement without Stellarix's prior written agreement, except where applicable law provides otherwise. Stellarix may transfer the Agreement as part of a genuine sale, restructuring, succession or transfer of its business, subject to applicable law and appropriate protection of Client rights and information.

15.5 The parties may sign or accept the Agreement electronically where legally appropriate, including through a recognised electronic-signature platform, an electronic document, a client portal, clearly recorded email acceptance or another agreed electronic method capable of establishing acceptance. If a particular legal formality applies to a specific transaction or transfer, that formality must still be satisfied.

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