



## **NUKLIP QUICK QUOTE END USER LICENSE AGREEMENT FEBRUARY 2018**

**Please read this license carefully before using the software. By using the software, you are agreeing to be bound by the terms of this license**

### **License**

The estimating package called NuKlip Quick Quote (hereinafter software) is licensed to you by HBS Aluminium Systems (hereinafter HBS). You own the medium on which the software is recorded, but HBS retain title to the software and related documentation. You may:

- Use the software on a single computer
- Make one copy of the software in machine-readable form for backup purposes only, ensuring that the HBS copyright notice and any other proprietary information is also copied.

### **Restrictions**

The software contains copyrighted material, trade secrets and other proprietary material. You may not:

- Decompile
- Reverse engineer
- Disassemble
- Modify
- Network
- Rent, lend or loan
- Distribute
- Create derivate works based upon software in whole or in part
- Electronically transmit the software from one computer to another or over a network

### **The Software Dongle**

A dongle is required to operate the full version of the software. The dongle remains the property of HBS.

### **Use of Dongle**

The dongle is issued for the express purpose and use with products stocked and supplied by HBS Aluminium Systems (Pty) Ltd. Should the dongle be used to generate items lists etc. which are then used to procure items from any stockist other than HBS, then then HBS reserves the right to disable the dongle and request that the dongle is returned. The monthly fee will only be discontinued on return of the dongle.

### **Minimum monthly purchases of R50 000.00 of metal from HBS**

The purpose of Quick Quote is to improve the productivity of our customers and facilitate the purchasing of metal from HBS. If a customer purchases less than R50 000.00 of metal every month then it will be assumed that the customer is using Quick Quote to procure non HBS metal then HBS reserves the right to disable the dongle and request that the dongle is returned. The monthly fee will only be discontinued on return of the dongle.

### **Minimum CGIC credit limit of R100 000 to qualify for a dongle**

In order to meet the mminimum monthly purchases of R50 000.00 of metal from HBS a CGIC credit limit of R100 000.00 is required. Customers must have credit worthy accounts with HBS Aluminium Systems (Pty) Ltd in order to qualify for a dongle.

**Directors: R Mazor • L Mazor • D Reardon**

**HBS Aluminium Systems (PTY) Limited** Reg No. 2010/005302/07

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### **User fee**

A user fee of R300.00 per dongle per month is payable for the use of the software. This amount excludes VAT and is not subject to any trade or settlement discount. HBS reserves the right to alter this fee from time to time. This fee can be paid either monthly or annually, please indicate your choice at the end of this agreement.

### **Outright Purchase**

Dongles may not be purchased outright.

### **Loss or Theft**

The Company and/or user is responsible for ensuring adequate safekeeping of the dongle. HBS will not replace lost or stolen dongles free of charge. It would be sensible to insure the dongle.

If a customer has lost or damaged a dongle then the customer must pay an amount of R8000.00 excluding VAT for the dongle.

A replacement dongle would be treated as a new transaction and a new dongle agreement must be signed before a new dongle will be issued. A new dongle agreement will not be entertained until the lost dongle has been paid for in full.

### **Replacement dongles**

HBS will de-activate the lost/stolen dongle so that it may not be used if found at a future date. HBS reserves the right to amend the cost of replacement dongles without notice.

### **Termination**

This license is effective until terminated. You may terminate this license at any time by returning the software, related documentation and all copies thereof to HBS. This license can be terminated immediately without notice by HBS if you fail to comply with any provisions set out in this license.

### **Disclaimer of Warranty on Software**

Use of the software is at your sole risk. The software and related documentation are provided without warranty of any kind. It is the user's responsibility to ensure that any upgrades, selling prices or any other changes are current and relevant. HBS shall not be responsible for any errors resulting from the use of the software.

You are responsible to verify the accuracy of all outputs which may include:

- Cutting lists
- Material lists
- Quotations
- Any other software related documentation

If the software should prove to be defective, the only responsibility assumed by HBS will be to replace the software.

### **Limitation of Liability**

HBS will not be liable for any consequential damage which may include loss of business, loss of profit, loss of information, business interruptions or delays or any other similar events or occurrences.



**Complete Agreement**

This License constitutes the entire agreement between the parties with respect to the use of the software. No amendment to our modification of this license will be binding unless in writing and signed by a duly authorised representative of HBS.

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

Company:

Company Name \_\_\_\_\_

Company account number \_\_\_\_\_

Company order number \_\_\_\_\_

Monthly User Fee R300 per month

Name of dongle user \_\_\_\_\_

Email Address \_\_\_\_\_

Dongle number \_\_\_\_\_

Digital Key Number \_\_\_\_\_

Name of authorised Company signatory \_\_\_\_\_

Designation of Company signatory \_\_\_\_\_

Signature \_\_\_\_\_

Dongle received date & signature \_\_\_\_\_

- Please sign this page and initial the 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> pages of this agreement.
- Please affix company stamp to this page

HBS Representative \_\_\_\_\_

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