



VALUE FENCING®

AUTHORISED DEALER / RESELLER / CERTIFIED INSTALLER AGREEMENT

Independent Dealer, Reseller and Product-Certification Arrangement

Document version: 1.0

Issue date: 23 August 2026

PARTIES

1. VALUE FENCING®

SOUND AT TRIX TECHNOLOGIES CC

trading as VALUE FENCING®

Registration Number: CK 2003/104277/23

Head Office / Domicilium: Unit 25, Drommedaris Park, 18 Drommedaris Street, Charleston Hill, Paarl, 7646

Represented by: Willie Labuschagne

Capacity: Member / Duly Authorised Representative

Hereinafter referred to as "Value Fencing".

2. INDEPENDENT DEALER / RESELLER / INSTALLER

Full legal name: _____

Registration / ID Number: _____

VAT Number, if applicable: _____

Primary trading name: _____

Physical address: _____

Email: _____

Telephone: _____

Authorised representative: _____

Capacity: _____

Hereinafter referred to as "the Dealer".

IMPORTANT STRUCTURAL NOTICE

This Agreement is intended to establish a genuine independent dealer, reseller and/or certified installer relationship. It is **not intended to create a franchise, branch, agency, partnership, employment relationship or joint venture**.

The parties acknowledge, however, that legal characterisation depends on the **substance and actual implementation** of the relationship and not merely on the title of this Agreement. Neither party may administer this Agreement in a manner that in substance converts the Dealer's independent business into a business operated under a system or marketing plan substantially determined or controlled by Value Fencing.

If the commercial relationship is later materially changed so that it falls within the statutory definition of a franchise agreement under South African law, the parties shall not attempt to avoid the applicable law by relying on the title of this Agreement. Value Fencing may require the relationship to be restructured, terminated, or replaced with its then-current CPA-compliant franchise agreement before the changed arrangement is implemented.

1. PURPOSE

1.1 Value Fencing supplies and licenses the use of the VALUE FENCING® brand in relation to approved PVC/uPVC fencing, gates, outdoor-living and related products.

1.2 The Dealer operates its **own independent business**, under its **own primary business identity**, and wishes to purchase, resell and/or install genuine Value Fencing products and, where applicable, to be recognised as a trained and certified installer of specified products.

1.3 The purpose of this Agreement is to regulate only the matters reasonably necessary for:

- the sale and resale of genuine Value Fencing products;
- truthful identification of the Dealer's authorised status;
- limited use of Value Fencing trademarks and approved brand material;
- product-specific technical and installation quality standards;
- customer warranty integrity;
- protection of intellectual property and confidential information;
- lead referrals, where Value Fencing elects to make them;
- lawful handling of personal information; and
- orderly suspension or termination of authorised status.

1.4 This Agreement does **not** give Value Fencing general management control over the Dealer's independent business.

2. DEFINITIONS

In this Agreement, unless the context indicates otherwise:

"Approved Products" means genuine products identified by Value Fencing from time to time as products that may be promoted or supplied under the VALUE FENCING® brand.

"Authorised Dealer" means a Dealer appointed in Annexure A to purchase and resell Approved Products and to describe itself only in the approved form as an authorised Value Fencing dealer.

"Certified Installer" means a Dealer or its specifically approved installation personnel who have satisfied the product-specific training or competency requirements in Annexure D and whose certification remains current.

"Certification Marks" means any wording, badge, logo or device approved by Value Fencing to identify current authorised or certified status.

"Customer" means the Dealer's customer with whom the Dealer contracts directly, unless a separate written agreement expressly provides otherwise.

"Dealer Business" means the independent business owned and controlled by the Dealer under its own legal and trading identity.

"Effective Date" means the date on which the last party signs this Agreement, unless another date is recorded in Annexure A.

"Intellectual Property" means Value Fencing's trademarks, logos, copyrighted material, product drawings, proprietary technical documents, designs to the extent legally protectable, confidential know-how, photographs, videos, brand assets and other proprietary rights.

“Primary Service Area” means a non-exclusive geographic area recorded in Annexure A for directory, referral and service-planning purposes. It is not a franchise territory and does not confer territorial ownership or exclusivity.

“Reseller” means a Dealer authorised to purchase Approved Products for resale under its own business identity, whether or not it is also a Certified Installer.

“Value Fencing Lead” means a prospective-customer enquiry voluntarily referred by Value Fencing to the Dealer.

3. APPOINTMENT AND STATUS

3.1 Value Fencing appoints the Dealer in the status or statuses selected in Annexure A.

3.2 Appointment is personal to the Dealer entity identified in this Agreement and may not be represented as applying to another company, branch, associate or individual without written approval.

3.3 The appointment is **non-exclusive**, unless a specific transaction is separately agreed in writing.

3.4 The Dealer does not acquire:

- a franchise territory;
- an exclusive geographic market;
- ownership of the VALUE FENCING® brand;
- an entitlement to a minimum number of leads;
- an entitlement to a minimum purchase discount or margin;
- an entitlement to renewal or indefinite certification; or
- the right to describe itself as a Value Fencing franchise, branch or agent.

3.5 The detailed appointment conditions are recorded in **Annexure A**.

4. INDEPENDENT BUSINESS STATUS

4.1 The Dealer owns, finances, manages and controls its own business.

4.2 Subject only to the limited product, trademark, certification, warranty and legal requirements contained in this Agreement, the Dealer independently determines its own:

- business name;
- ownership structure;
- premises and lease arrangements;
- staffing and employment practices;
- working hours;
- accounting and bookkeeping systems;
- CRM and customer-management systems;
- banking arrangements;
- general marketing plan;
- advertising spend;
- customer acquisition methods;
- stockholding levels;
- business equipment;
- vehicle fleet;
- subcontractors;
- retail prices and discounts;
- credit terms offered to its customers; and
- other ordinary management decisions.

4.3 Value Fencing does not guarantee the profitability, turnover, customer demand or commercial viability of the Dealer Business.

4.4 The Dealer is responsible for its own tax, VAT, payroll, labour, health and safety, municipal, licensing, insurance and other legal obligations.

5. NO FRANCHISE, AGENCY OR PARTNERSHIP

5.1 Nothing in this Agreement creates a franchise right or authorises the Dealer to operate its business as though it were part of a centrally controlled Value Fencing business system.

5.2 The Dealer shall not represent that:

- it is a Value Fencing franchisee;
- Value Fencing owns the Dealer Business;
- the Dealer is a branch of Value Fencing;
- the Dealer is an employee or partner of Value Fencing; or
- the Dealer may bind Value Fencing contractually.

5.3 The Dealer buys and resells products as an independent principal unless a specific written project agreement states otherwise.

5.4 The Dealer contracts with its own customers in its own legal name and is responsible for its own quotations, invoices, collections, workmanship and customer obligations.

6. NON-EXCLUSIVE SERVICE AREA AND LEAD ROUTING

6.1 Any Primary Service Area in Annexure A exists only for practical directory, referral and service-planning purposes.

6.2 A Primary Service Area:

- is non-exclusive;
- may overlap with another authorised dealer or installer;
- does not prevent Value Fencing from supplying customers directly;
- does not prevent Value Fencing from appointing another dealer, reseller or installer;
- does not restrict customer choice;
- does not constitute geographic property; and
- does not create a right of first refusal over neighbouring areas.

6.3 Value Fencing may refer leads having regard to customer location, product requirements, capacity, response, installation competency, customer preference and other reasonable considerations.

6.4 No lead-routing practice creates a permanent territorial entitlement.

7. PRODUCT SUPPLY

7.1 The Dealer may purchase Approved Products from Value Fencing or from a supply source expressly identified by Value Fencing for that product.

7.2 Where the Dealer represents a product to a customer as a genuine VALUE FENCING® product, it must be a genuine Approved Product sourced through an authorised Value Fencing supply channel.

7.3 The Dealer remains free to purchase or deal in other lawful products for its own business, provided that it does not:

- represent competing products as Value Fencing products;
- substitute unapproved products into an order sold as Value Fencing;
- use Value Fencing warranties for non-approved goods; or
- create confusion about the origin, manufacturer, warranty or certification of products.

7.4 Product supply, order, delivery, title and payment terms are set out in **Annexure B**.

8. NO COMPULSORY OPENING STOCK OR GENERAL PURCHASE QUOTA

8.1 Unless the Dealer voluntarily accepts a specific written project or stock order, this Agreement does not impose a compulsory opening stock purchase.

8.2 No minimum monthly purchasing quota applies merely by reason of authorised status.

8.3 Value Fencing may publish recommended stock profiles or suggested stockholding for practical service purposes, but these are not compulsory unless the Dealer separately agrees to a specific commercial commitment in writing.

8.4 Value Fencing may consider demonstrated product availability and service capacity when deciding whether to refer particular leads or approve the Dealer for particular project categories.

9. INDEPENDENT RESALE PRICING

9.1 The Dealer independently determines the prices at which it sells goods and services to customers.

9.2 Value Fencing may issue:

- recommended retail prices;
- suggested promotional prices;
- cost calculators;
- product price lists;
- quotation templates; and
- non-binding pricing guidance.

9.3 Any recommended resale price is **non-binding**. The Dealer may charge a different lawful resale price.

9.4 Nothing in this Agreement authorises minimum resale price maintenance, coordinated dealer pricing or the exchange of competitively sensitive pricing information between independent dealers.

10. COMMERCIAL TERMS AND FEES

10.1 There is **no franchise initiation fee, franchise royalty, monthly franchise fee or compulsory marketing levy** payable merely for appointment under this Agreement.

10.2 The Dealer shall pay:

- the purchase price of goods ordered;
- delivery or collection charges where applicable;
- optional training, certification, design or other services only where separately quoted and accepted; and
- any other amount expressly agreed in writing for a specific transaction.

10.3 Commercial terms are set out in **Annexure F**.

11. TRADEMARK AND BRAND LICENCE

11.1 Value Fencing grants the Dealer, during the period of current authorised status, a limited, non-exclusive, non-transferable and revocable licence to use approved Value Fencing trademarks solely:

- to identify genuine Approved Products;
- to identify the Dealer's current authorised or certified status; and
- in marketing material that complies with Annexure C.

11.2 The Dealer's **own trading identity must remain the primary identity of its business**.

11.3 Unless Value Fencing gives specific written approval, the Dealer shall not trade primarily under a name such as "Value Fencing [Area]" or register a business, domain, social-media handle, Google Business Profile or other digital identity that implies that the Dealer is a Value Fencing branch or franchise.

11.4 The limited brand and trademark rules are contained in **Annexure C**.

12. MARKETING INDEPENDENCE

12.1 The Dealer controls its own general marketing plan, budget, channels and campaigns.

12.2 Value Fencing approval is required only to the extent reasonably necessary for:

- use of Value Fencing trademarks and Certification Marks;
- product representations made in Value Fencing's name;
- warranty statements attributed to Value Fencing;
- claims concerning technical compliance or certification; and
- prevention of false affiliation or misleading brand use.

12.3 Value Fencing does not prescribe the Dealer's entire marketing plan or require participation in a centrally controlled marketing system.

13. CERTIFIED INSTALLER STATUS

13.1 Certified Installer status is a product-quality credential and not a licence to operate a Value Fencing franchise.

13.2 Certification may require:

- product-specific training;
- demonstration of practical competence;
- appropriate tools and safety equipment;
- adherence to current installation specifications when installing Value Fencing products;
- reasonable quality inspection; and
- corrective training where necessary.

13.3 Certification requirements shall be limited to matters reasonably related to product integrity, safety, warranty and installation quality and shall not be used to control unrelated aspects of the Dealer Business.

13.4 Certification standards are set out in **Annexure D**.

14. CUSTOMER CONTRACTS AND WARRANTIES

14.1 Unless Value Fencing is itself the contracting supplier for a particular transaction, the Dealer contracts directly with the Customer.

14.2 The Dealer is responsible for:

- accurate site measurement;
- its quotation and scope of work;
- workmanship;
- installation safety;
- labour and subcontractors;
- customer communication;
- snagging and corrective work attributable to its workmanship; and
- issuing applicable workmanship warranty documentation.

14.3 Qualifying genuine Value Fencing materials are subject to the applicable written Value Fencing material warranty in force at the date of supply.

14.4 Value Fencing's current standard policy is a **Limited Lifetime Material Warranty on qualifying PVC materials, with a minimum 20-year material warranty period**, subject to the written warranty terms, exclusions, registration requirements and proof of genuine supply.

14.5 The Dealer shall provide a minimum **12-month workmanship / installation warranty** on installations performed by it, unless a longer period is required by law or expressly promised by the Dealer.

14.6 Value Fencing does not assume liability for the Dealer's workmanship merely because the Dealer holds Certified Installer status.

15. TECHNICAL STANDARDS AND PRODUCT MODIFICATION

15.1 When selling a product as a genuine Value Fencing product, the Dealer shall not materially alter the branded product in a manner that:

- compromises safety;
- defeats the product warranty;
- creates a false product representation; or
- uses Value Fencing branding on a non-approved configuration.

15.2 The Dealer may develop its own methods, services and business processes, but use of Value Fencing proprietary drawings, specifications or confidential technical information remains subject to this Agreement.

16. DIGITAL ASSETS

16.1 The Dealer owns and controls its own generic digital assets established under its own business identity, including its own website, telephone numbers, email addresses and social-media accounts.

16.2 Value Fencing owns its own:

- domains and websites;
- VALUE FENCING® branded social accounts;
- Value Fencing-created Google Business Profiles;
- Value Fencing-issued telephone numbers or SIMs;
- central advertising and analytics accounts;
- Value Fencing brand pages; and
- other digital assets clearly established in Value Fencing's name.

16.3 If Value Fencing gives the Dealer access to a Value Fencing-owned digital asset, that access is a limited operational permission and may be withdrawn.

16.4 The detailed rules are contained in **Annexure E**.

17. LEADS AND CUSTOMER DATA

17.1 Value Fencing may, but is not obliged to, refer Value Fencing Leads to the Dealer.

17.2 A referral is not a promise that the customer will transact with the Dealer.

17.3 The Dealer shall use personal information received in a referral only for lawful purposes connected with the enquiry and in compliance with POPIA.

17.4 Once a Customer contracts directly with the Dealer, the Dealer is responsible for the personal information it processes for that contract, subject to any separate data-processing arrangement.

17.5 The Dealer is not required to surrender its entire independent customer database to Value Fencing merely because it is an authorised dealer.

18. RECORDS AND LIMITED VERIFICATION RIGHTS

18.1 The Dealer shall maintain sufficient records to verify, where reasonably required:

- authenticity and traceability of Value Fencing products;
- warranty eligibility;
- certification status;
- product-specific installation records;
- customer complaints involving Value Fencing products; and
- use of Value Fencing trademarks.

18.2 Value Fencing does not have a general right to audit the Dealer's unrelated accounting records, unrelated customers, unrelated suppliers or general business operations.

18.3 Where Value Fencing reasonably suspects counterfeit substitution, serious warranty misuse, unsafe certified installation or material trademark misuse, it may request relevant supporting records and, on reasonable notice where practicable, inspect the affected product or installation.

19. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

19.1 Confidential Information disclosed by Value Fencing may be used only for the authorised relationship.

19.2 The Dealer shall not disclose confidential wholesale terms, proprietary drawings, technical know-how, customer information supplied by Value Fencing or non-public supplier information except where lawful and necessary.

19.3 All Value Fencing Intellectual Property remains owned by Value Fencing or its applicable licensor.

19.4 The Dealer retains ownership of its own pre-existing intellectual property, business records and independently created materials, excluding Value Fencing trademarks and proprietary content incorporated into them.

20. COMPETING PRODUCTS, CONFLICTS AND NON-CIRCUMVENTION

20.1 This Agreement does **not** impose a general restraint preventing the Dealer from operating its independent fencing, building, installation or related business or from selling lawful competing products under the Dealer's own identity.

20.2 The Dealer shall, however, maintain clear separation and shall not:

- pass off a competing product as a Value Fencing product;
- substitute competing material into a Value Fencing-branded order without the Customer's informed written agreement and removal of misleading Value Fencing branding or warranty representations;
- misuse Value Fencing Confidential Information to reproduce proprietary products or technical information;
- use Value Fencing Leads or confidential customer information to create a deceptive competing Value Fencing look-alike operation; or
- represent that a competing business or product is authorised, warranted or certified by Value Fencing when it is not.

20.3 No broad post-termination restraint of trade applies merely because the Dealer signed this Agreement. Confidentiality, Intellectual Property, passing-off, data-protection and specific non-circumvention obligations survive as provided in Annexure G.

21. TERM

21.1 This Agreement commences on the Effective Date and continues until terminated in accordance with Clause 22.

21.2 Certified Installer status may be reviewed periodically, ordinarily at least annually, for continued technical competence and product-quality purposes.

21.3 A review of certification does not convert the Agreement into a fixed-term franchise arrangement and does not create an automatic right to continued certification where objective certification criteria are no longer met.

22. TERMINATION AND SUSPENSION

22.1 Either party may terminate this Agreement without cause by giving **60 calendar days' written notice**.

22.2 A party may terminate for material breach if the breach is not remedied within **10 business days** after written notice, or within another reasonable period stated in the notice where the breach reasonably requires more time to cure.

22.3 Value Fencing may immediately suspend the use of Certification Marks or the right to represent current authorised status where reasonably necessary to protect customers or the brand from:

- counterfeit or deliberate product substitution;
- serious unsafe installation;
- fraud or dishonesty involving Value Fencing products;
- material trademark misuse;
- intentional digital impersonation;
- serious confidentiality or data misuse; or
- conduct falsely representing the Dealer as a Value Fencing franchise or branch after written correction has been required.

22.4 Where immediate suspension occurs, Value Fencing shall provide written reasons and a reasonable opportunity for representations as soon as practicable.

22.5 Detailed exit and transition obligations are contained in **Annexure G**.

23. EXISTING FRANCHISEES AND TRANSITION

23.1 This Agreement is **not** intended to unilaterally replace or vary an existing Value Fencing franchise agreement.

23.2 An existing franchisee may move to this independent Dealer / Reseller / Certified Installer model only:

- upon lawful expiry of the existing franchise term without renewal;
- following lawful termination of the franchise agreement;
- by consensual written novation or mutual termination and replacement; or
- pursuant to another legally valid written transition agreed by the affected parties.

23.3 Until such transition becomes legally effective, the existing franchise agreement continues to govern that relationship.

23.4 Transition provisions are set out in Annexure G.

24. LIABILITY

24.1 Each party is responsible for its own acts, omissions and contractual obligations.

24.2 The Dealer indemnifies Value Fencing against third-party claims to the extent caused by the Dealer's:

- negligent workmanship;

- unlawful conduct;
- false representations made without Value Fencing authority;
- unauthorised product substitution;
- breach of this Agreement; or
- infringement caused by unauthorised alteration or use of Value Fencing Intellectual Property.

24.3 Value Fencing remains responsible for obligations that it expressly assumes under its own written material warranties and for its own wrongful conduct.

24.4 Neither party is liable to the other for remote or indirect loss merely because the commercial relationship ends, except where liability arises from fraud, intentional misconduct, infringement, breach of confidentiality, unlawful data processing or another liability that cannot lawfully be excluded.

25. INSURANCE

25.1 The Dealer shall maintain insurance reasonably appropriate to its own activities, risks and legal obligations.

25.2 Where the Dealer undertakes installations, this should ordinarily include suitable public-liability cover and cover for its own vehicles, employees, contractors, tools and operations as applicable.

25.3 Value Fencing may require evidence of insurance only where reasonably relevant to certified installation, a project referral or material customer risk.

26. FORCE MAJEURE AND SUPPLY INTERRUPTION

26.1 Neither party is in breach to the extent performance is prevented by an event beyond its reasonable control, including major transport disruption, port closure, raw-material shortage, industrial action, fire, natural disaster, governmental restriction, war, civil disturbance or material utility failure.

26.2 This clause does not excuse payment for goods already supplied.

26.3 Product shortages do not entitle the Dealer to represent non-approved substitute products as genuine Value Fencing products.

27. DISPUTE RESOLUTION

27.1 The parties shall first attempt in good faith to resolve a commercial dispute through direct written engagement.

27.2 If unresolved, either party may propose mediation through an independent mediator agreed by the parties or, failing agreement, nominated by AFSA.

27.3 Nothing prevents urgent court relief concerning Intellectual Property, passing off, counterfeit products, Confidential Information, personal information, digital impersonation or safety.

27.4 The courts of the Republic of South Africa having competent jurisdiction shall have jurisdiction.

28. NOTICES AND DOMICILIUM

28.1 Value Fencing chooses as its domicilium:

Unit 25, Drommedaris Park, 18 Drommedaris Street, Charleston Hill, Paarl, 7646.

28.2 The Dealer chooses the physical address stated in the Parties section, unless changed by written notice.

28.3 Notices may be delivered by hand, courier or email to the latest notified address.

29. GENERAL

29.1 This Agreement and Annexures A-G constitute the agreement concerning the authorised dealer, reseller and certified installer relationship.

29.2 No Operations Manual or later policy may unilaterally convert the Dealer's independent business into a centrally controlled business system.

29.3 Product specifications, technical installation instructions, warranty terms and trademark-use rules may be updated where reasonably necessary for product integrity, law, safety, warranty or brand protection.

29.4 Any amendment to the fundamental commercial relationship must be in writing and agreed by both parties.

29.5 No delay or indulgence constitutes a waiver.

29.6 If any provision is unenforceable, it shall be severed to the minimum extent necessary without invalidating the remainder.

29.7 South African law governs this Agreement.

29.8 The parties shall administer the Agreement honestly, reasonably and consistently with its stated independent-dealer character.

30. ANNEXURES

The following Annexures form part of this Agreement:

- **Annexure A - Appointment, Status and Non-Exclusive Primary Service Area**
- **Annexure B - Approved Products, Supply, Ordering and Traceability Policy**
- **Annexure C - Trademark, Brand and Marketing Licence Rules**
- **Annexure D - Certified Installer, Technical Quality and Warranty Standard**
- **Annexure E - Digital Assets, Leads, Data and Communications Policy**
- **Annexure F - Commercial Terms, Pricing, Payment and Fee Schedule**
- **Annexure G - Confidentiality, Conflicts, Exit, Transition and Post-Termination Rules**

31. SIGNATURES

Signed at _____ on this _____ day of _____ 20_____.

FOR VALUE FENCING®

SOUND AT TRIX TECHNOLOGIES CC t/a VALUE FENCING®

Represented by: **Willie Labuschagne**

Capacity: **Member / Duly Authorised Representative**

Signature: _____

Witness 1: _____

Signature: _____

Witness 2: _____

Signature: _____

FOR THE DEALER

Entity: _____

Represented by: _____

Capacity: _____

Signature: _____

Witness 1: _____

Signature: _____

Witness 2: _____

Signature: _____

DEALER ACKNOWLEDGEMENT

The Dealer confirms that before signing it has had the opportunity to obtain independent legal and financial advice and understands in particular that:

- this is intended to be an independent dealer/reseller/certified installer agreement and not a franchise grant;
- it does not receive an exclusive territory;
- it independently determines its retail prices;
- it operates under its own business identity;
- it is responsible for its own workmanship and customer contracts;
- use of VALUE FENCING® trademarks is limited and conditional; and
- actual conduct must remain consistent with the independent relationship recorded in this Agreement.

Dealer initials: _____