

## **Terms & Conditions Applicable to INSRAP Products**

By making a purchase through this website ("the site") or from INSRAP Pty LTD directly, the customer, enters into the following agreement with INSRAP Pty LTD.

1. Agree that Quotes and Invoices are not valid without these terms of sale, and that you have read and understood these terms in full.
2. All the sites managed or owned by us may not be regarded or classified as "e-commerce" sites because:
  - \* We do not accept credit cards directly through the site.
  - \* A written quotation is requested by you before a purchase can be made.
  - \* All orders are made to your specifications.
3. All information on the site and on our price guide should be treated as an invitation for you to make an offer to purchase and we remain entitled to reject any offer to purchase.
4. You agree that we resell products and/or services on behalf of our suppliers. We shall not be held responsible or liable for any claim arising as a result of warranty issues, damages or losses that occurs through the use of the products. In such circumstance the responsibility lies with the manufacturers or the designated warranty repair centre of these products, and we make no guarantees or warranties to the appropriateness of any product. Our sole responsibility is to communicate to the end supplier, and to consider the return of the product to a designated warranty repair centre for inspection. The delivery and collection costs are the customer's responsibility. Software related issues, any attempt to modify the function or appearance of a product, or any damage to the unit will void all warranties on the entire unit, and on all products that have been purchased. Wear and tear is not covered by a warranty.
5. Suitability of goods: We do not warrant the suitability of goods.  
When making a purchase, the customer agrees that he/she has made the necessary enquiries to ensure that the product suits his/her needs, requirements and specifications.
6. Cheque payments: We do not accept cheque payments.
7. Credit card payments: We do not accept credit card payments.
8. Warranties: For warranty, OBF (Out of Box Failure) or repair queries, the initial contact is with us and we will either arrange collection of the device or provide information regarding the relevant warranty repair centre that will render assistance.  
All warranties are covered by our designated warranty repair centre only, this may not always be the same as the manufacturer's warranty. The warranty period is different for each component and brand. Software and Accessories, are not covered by any warranty. All warranty claims are sent to our relevant repair centre or our original Supplier.
9. Warranty periods: The designated warranty repair centre is responsible for the warranty on any of the products they supply/replace. If the designated warranty repair centre is not able to cover a warranty for any reason, then we will not be obliged to cover the warranty for any reason, for any extended period of time whatsoever. From time to time, our suppliers change their warranty conditions and periods, and these conditions become effective immediately and override any warranty period. Only the original suppliers' warranty period, as indicated on our Service Level agreement with our supplier, is valid at any given time.
10. On-site warranties: All on-site warranties are covered by the designated warranty repair centre and not by INSRAP Pty LTD.  
Any on-site warranty that has been purchased with a product always defaults as to being a suppliers' on-site warranty without exception, and we are under no obligation to cover this warranty ourselves at any time.
11. Extended warranty: All extended warranties are covered by the designated warranty repair centre or by the original manufacturer's representative in South Africa only. We do not offer any form of extended warranty on any product and do not cover any warranty ourselves. It is not possible to purchase or to receive such an agreement from our company.
12. Warranty exceptions: Warranty does not cover physical/water damage of any sort. Damage that is not covered by a warranty includes, but is not limited to, physical damage, burnt components, water, and lightning or electrical surge damage. We do not cover this type of damage for any reason whatsoever.
13. Stock availability: Receiving a quote does not imply that the items on that quote are in stock and customers must enquire about stock -availability before confirmation of order. Stock availability confirmation is only valid at the time when the enquiry was made, stock cannot be held and will continue to be sold on a first come, first serve basis.
14. No stock available. Stock availability is not guaranteed. If stock is not available for any reason, then the quote becomes null and void since the product on which the quote was based on is no longer available.
15. Courier and delivery charges: We cover the cost of Courier and delivery charges for the transport of warranty goods to the customer, or for the return of goods to us..

**16. Sending orders and confirmation of receipt** – All information on the site and on our price guide should be treated as an invitation for you to make an offer to purchase (“the order”) and we remain entitled to reject any order without giving reasons. An order, once sent to us, cannot be withdrawn unless we agree thereto.

Although our site is set up to confirm receipt of your order (“confirmation”), technical or other problems may delay or prevent such confirmation. If you have not received confirmation from us shortly after sending your order you should contact us immediately.

DO NOT re-submit your order as this may lead to a duplicate transaction for which you will remain liable.

Confirmation does not mean that a transaction has been concluded it merely serves to confirm that your order has been received by us. A transaction is only concluded once we have shipped the goods to your specified..

**17. Trial** – No Goods are sold on a trial basis.

**18. Cash refunds** – We do not issue cash refunds.

**19. Errors (mistakes) on our website and/or other communication from our company (E&OE):** You may be entitled to a credit on the product, subject to our approval and subject to the rest of our terms of sale. You agree that only a credit for the product will be issued by us, and that no other product or service will be offered as a replacement. Courier charges and the risk to return the product to us will be your responsibility, unless we have agreed to pay these charges.

**20. Errors in advertised prices (E&OE).** Should an inadvertent and obvious error occur in an advertised price, then the price is invalid and any quote or invoice based on the incorrect price will be null and void. In accordance to Section 23 of the Consumer Protection Act: the advertised price will be corrected immediately, the consumer will be informed about the error, and the consumer will be given the correct price. The consumer will then be given the option of (1) a full refund, or (2) to purchase the product at the correct price.

The Consumer Protection Act: Section 23 dealing with the “disclosure of price of goods or services”; 9) If a price as displayed contains an inadvertent and obvious error, the supplier is \*not\* bound by it after-

a) Correcting the error in the displayed price; and

b) Taking reasonable steps in the circumstances to inform consumers to whom the erroneous price may have been displayed.

**21. Credit and returns** – Credit notes will be considered for returned goods, if the goods have been received by us within 7 (seven) calendar days of invoice. All items returned attract a \*minimum\* of 15% re-stocking fee, or a percentage equivalent to that charged by our suppliers if their charge is higher than 15%. All goods returned are to be correctly packaged. Specifically, goods must be returned in the packaging in which they were received, with all outer boxes and inner packaging intact (sealed and re-saleable). Items that are not correctly packaged will attract a minimum 20% handling charge.

We may refuse to give a refund on products that have been opened, used, installed, damaged or that are not correctly packaged.

**22. Quotation validity** – A quotation is only valid if it has been received by you in an unchangeable, secure format, and it has not been altered in any way. Quotes are only valid while stocks lasts, and all prices, special offers and promotions will not be extended for any reason or for any duration of time once stock has been sold out.

When a quote is issued, discounted pricing may have been applied to the product. The quote is only valid when all the items on the quote are purchased as a whole unit in one consignment, including any delivery and administrative charges. Any price given for the separate components are not valid when purchased on their own and a new quote will need to be issued for those items.

**23. Delivery charges** – Delivery charges always applies if the goods are not collected from us.

**24. If a customer is not at the premises to take delivery when a delivery is attempted,** then we reserve the right to charge the customer for delivery, no free delivery will apply and courier charges becomes payable. If several attempts have been made, then the goods will automatically be placed on for collection and it becomes the customer’s responsibility to collect the goods from our premises. The delivery address will be the address printed on the customer’s final quote, and the address will be considered correct and final. Any changes to the delivery address must reflect on the quote and final invoice. Once goods have been signed for at the delivery address given by the customer, the order will be considered delivered and fulfilled. Deliveries must be done to a place where the customer can take collection. Deliveries to plots, farms and constructions sites cannot be done.

Deliveries to security complexes must be arranged with your security. Deliveries to offices must be arranged with your receptionists and/or security. Courier companies do not always call before delivery and the customer must be at the delivery premises at all times until delivery has been made.

Deliveries are only done during office hours on work days unless otherwise specified.

**25. Returning of goods** – If you return goods, or cancel an order once goods have been shipped, you agree to pay for all the shipping costs we have incurred in sending and receiving the goods. If a product has been returned, then we reserve the right to either reject the return, or charge rental for the use of the product.

**26. Waiting period on warranty returns** – Upon receipt of the unit, the designated warranty repair centre will issue an assessment report within 72 hours. Both warranty and non-warranty repairs carry a 21 working day turn-around time for completion. Should a repair not be completed and returned after 21 working days from the assessment report date, we will either replace the unit with a new one of the same specifications or produce a refund.

- 27.** Damage and defects on returns – should the designated warranty repair centre or original supplier find damage and defects directly caused by incorrect or improper use, neglect, power surges, lightening damage, or mishandling by the customer are specifically excluded from any warranty or guarantee given or implied. Removal or damage (including tampering) to any bar code or serial number voids the warranty.
- 28.** Completion of work – Any software configuration, installation or virus removal carried out and demonstrated to the Customer as working correctly is considered from that stage as completed task. If a similar fault occurs it will be treated as chargeable and will form a new contract.
- 29.** Classified data – If a system is returned under warranty we cannot guarantee safety of any classified Data. It is the Customer's responsibility to backup all Data including Application Programs prior to returning any system back to our stores.
- 30.** Manufacturer's extended warranties – Manufacturer's own extended warranties are to be used by the customer directly with the Manufacturer.
- 31.** We are not liable for any consequential loss or expenses, however caused, including incidental return costs.
- 32.** In the event that a system or hardware is sent to us under guarantee and it is discovered that the fault has arisen due to misuse, neglect, mishandling, incorrect or improper use, we may, at our discretion, charge for carriage and/or labour.
- 33.** In the event that a system or hardware is sent to us under guarantee and it is discovered that the system is functioning as intended, we may, at our discretion, charge for carriage and/or labour.
- 34.** In the event that a system or hardware is sent to us under guarantee and it is discovered that the fault has arisen as a result of a software issue, we may, at our discretion, charge for carriage and/or labour.
- 35.** Hardware and software bugs are the responsibility of the hardware or software manufacturer.
- 36.** We do not accept liabilities for any unforeseen hardware failure that occurs while a System or hardware components are in our possession.
- 37.** Please note that any warranty work may result in software modifications. If, during the course of an upgrade and/or repair, it is necessary to reinstall the customer's software or operating system, the customer may have to supply us with software installation disks and/or serial numbers. Failure to provide installation disk and/or serial numbers may make it impossible to install such software and/or operating systems. We do reserve the right to not reinstall or test any software that we suspect may be pirated or obtained through any illegal means.
- 38.** No representations or warranties – The site and the information on the site are provided "as is" and we do not make any express, implied representations or warranties with regard thereto. Without limiting the generality of the foregoing, we disclaim all implied warranties in respect of merchantability or fitness for a particular purpose. We do not warrant that the site or the information on the site: (a) will be error free; (b) will meet any particular criteria of accuracy, completeness or reliability, performance or quality; or (c) will be free of viruses or any other data or code which has the ability to corrupt or adversely affect the operation of your computer, data or network.
- 39.** Right to amend this agreement – We reserve the right to amend these terms and conditions at any time. All amendments to these terms will be posted on the site ("the current version"). Whenever you access the site you will be bound to the current version. You may terminate this agreement by written notice to us if you do not wish to be bound by the current version. Continued use of this site will be deemed to constitute acceptance of the current version. Unless otherwise stated the current version shall supersede and replace all the previous versions of the terms and conditions. A print-out signed by the webmaster responsible for maintaining this site will serve as prima facie proof as to the date of publication and content of the current version.
- 40.** General Severability: If any of the provisions of these online terms are not fully enforceable for any reason, the remainder will nevertheless continue to apply.

Jurisdiction and governing law: Unless otherwise specified, the goods and services offered on this site are intended for citizens of the Republic of South African only. The online terms shall be governed by and interpreted according to the laws of the Republic of South Africa without giving effect to any principles of conflict of law.

Notices and address for service: For purposes of these online terms INSRAP Pty LTD will receive legal service of any formal notices or court process at the physical address specified on its website from time to time and you agree to receive same at your specified address.

'INSRAP Offices, 14<sup>th</sup> Floor Metropolitan Life Building, Walter Sisulu Avenue, Cape Town, 8001'

All products and services fall under our Terms and Conditions. It is assumed that the customer has read and understood the Terms and Conditions prior to engaging in any business transaction with the company.