

These terms and conditions are applicable to any customers transacting with Cape Thermal (Pty) Ltd or any subsidiary/division thereof. Payment of an Order or an invoice and/or the acceptance of an estimate or quote will constitute as an agreement with the terms contained herein.

1. Terms used in this agreement

- i. **“Company”**, **“We”**, **“Us”**, or **“Our”** refers to Cape Thermal (Pty) Ltd, any division thereof, any subsidiary thereof, and/or any agent thereof with whom the customer is transacting
- ii. **“Customer”**, **“Client”**, **“You”**, or **“Your”** refers to the persons and/or entity placing an order with the Company.
- iii. **“Customer Advisor”** refers to any Company staff member and/or affiliate, who may or may not be a qualified tradesman and who produces a scope of work, or assists with the production of a scope of work for the customer.
- iv. **“Scope of Work”** refers to an estimate, invoice, order, quotation, or any official Company documentation which contains an overall combination of products and services required to implement a specific solution as agreed upon between The Company and The Customer.
- v. **“Delivery Terms”** refers to the shipping terms and conditions which may not be part of this document but can be found on any Website operated by the Company.
- vi. **“Estimate”** refers to an estimated price for Products and/or Services.
- vii. **“Order”** refers to any quotation which has been submitted to the customer and subsequently accepted. Order also refers to any purchase made directly from a Company website. Orders can be placed through a customer advisor, through a company website, by telephone or using such other means as permitted by the Company from time to time.
- viii. **“Agreement”** refers to entirety of the terms contained herein and any additional terms which apply to products and services provided by the Company. This document serves as a portion of the agreement between the Customer and the Company. All applicable terms are available on the Company Website.
- ix. **“Products”** refers to the products and services sold by the Company.
- x. **“Quotation”** refers to an official written document containing a fixed price for Products and/or Services provided by the Company against which the Customer can place an Order in accordance with these Terms.
- xi. **“Order Confirmation”** means a document provided by the Company to the Customer which confirms an order and which contains details of the Products, Services and/or Survey(s) (as applicable) to be supplied to the Customer together with the price for those Products, Services and/or Survey(s). An invoice shall also serve as an order confirmation.
- xii. **“Services”** means the services (labour or related) offered by the Company and subsequently ordered by the Customer and set out in the Quotation and/or Sales Advice (as the case may be).
- xiii. **“Survey”** means a physical inspection of the area specified by the customer in order to produce a Quotation.
- xiv. **“Terms”** means the terms and conditions set out in our agreement.
- xv. **“Website”** refers to any website that is operated by or on behalf of Cape Thermal (Pty) Ltd or any subsidiary and/or division thereof.
- xvi. **“E&OE”** means errors and omissions excepted.
- xvii. **“System”** means a product or combination of products supplied and installed by the company.

2. Basis of sale

- i. These Terms apply to all orders for, and purchases of, products, services and/or surveys in connection with The Company and such other service offerings as The Company may determine from time to time.
- ii. By committing to an order, the customer accepts that the quotation and/or scope of work supplied by The Company is accurate and complete.
- iii. Upon acceptance of an order, The Company may, at times, provide the customer with a written order confirmation.
- iv. In the absence of a written order confirmation, the invoice for the specific order shall be seen as the order confirmation.
- v. It is the responsibility of the customer to notify The Company timeously of any inaccuracies within the order confirmation received.
- vi. For products purchased on a Company website, the customer shall have an opportunity to check and correct any input errors on orders via the Company website until the point at which an order is submitted by clicking the confirm order and pay (or similar) button on the checkout page of the Company Website. It is the responsibility of the customer to carefully check an order at each stage of the order process. Payment for orders will be required once the customer has confirmed an order by using a confirm order, pay, or similar button.
- vii. The Company reserves the right to reject any orders without notice or reason. The Company hereby indemnifies itself and its staff against any liability to any parties as a result of the Company rejecting an order.
- viii. Customer orders are deemed to have been accepted by the Company unless the Customer receives a written notification from the Company stating otherwise.
- ix. Agreement will become binding when the Company accepts the Customer order as described in the preceding paragraph. The processing of payments and acknowledgment of receipt of Orders (whether by email, telephone or otherwise) shall not constitute legal acceptance of any Orders.

- x. The Company may choose, at its sole discretion, not to accept a Customer Order for any reason and the Company is shall not be held liable to the Customer and/or to any other party under these circumstances. Should an Order not be accepted (whether in whole or in part) the Company will refund any monies paid in connection with the Order or part thereof.
- xi. Should the Company accept the Customer Order, the Company hereby acknowledges a legal responsibility to supply any Products and/or services ordered in conformity with this agreement.
- xii. These Terms are between the Company and Customer only, regardless of whether a third party has paid for the Order.
- xiii. The Company reserves the right not to proceed with an Order should an agreed upon deposit not reflect in the company bank account.
- xiv. The provision of the Services may be subject to additional terms. Any additional terms will be supplied to the Customer by the Company.

3. Quotations, Estimates and Surveys

- i. All estimates and quotations provided are based on the completion of a physical site Survey.
- ii. It is the responsibility of the Customer bring attention to anything relevant to the Products and/or Services required from the Company.
- iii. Following a Survey, the Company shall provide the Customer with a Quotation for the Products and/or Services required.
- iv. Quotations include a schedule of the Products and/or Services utilized by the Company for the fulfilment of the Scope of work.
- v. Quotations are only valid for the period of days specified on the Quotation or, where none is specified, one business day from the date of the Quotation. Should the Customer not accept a Quotation by placing an Order within the Quotation validity period, the Quotation is withdrawn unless otherwise agreed upon in writing.
- vi. Where Surveys are required and Company is unable to carry out an appropriate visual inspection, (for example, if construction works are not complete) Company may need to carry out additional Surveys. The Company reserves the right to levy additional fees for additional Surveys required.
- vii. Changes to a Customer Order and/or Quotation (including the Schedule of Works, price and delivery dates) may be required as a result of additional Surveys. Should changes be required, the Company will provide the Customer with an amended Quotation or a new Quotation. Should the Customer not accept these amendments or the new Quotation, Company will cancel the Order (Per the cancellation clauses listed in this document) and Customer will receive a refund of the price paid (if any), excluding the Survey and handling fees.

4. Services: General

- i. Unless otherwise agreed upon in writing, Company will only carry out Services using Products that have been purchased from the Company.
- ii. It is the responsibility of the Customer to obtain all necessary planning permissions, local authority consents, and other consents and permissions required for the Services before prior to commencement. The Customer hereby allows the Company or authorised agent to inspect these consents and permissions if requested.
- iii. It is the responsibility of the Customer to inform the Company if the property where the Services are to be provided is listed, located within a conservation area, or otherwise subject to restrictions which may impact on the Services. It is also the responsibility of the Customer to ensure that the Services will not violate any such restrictions.
- iv. The Company shall only provide the Services set out in the Order Confirmation or, where relevant, the Quotation and/or Schedule of Works or as otherwise agreed upon between the Customer and Company. Any additional services required will result in an additional Quotation and subsequent Order.
- v. The Company hereby commits to providing Services with reasonable skill and care while minimizing disruption to water, gas, and electricity supplies.
- vi. The Services may be provided by a third party on behalf of the Company.
- vii. The Customer hereby agrees to provide the Company, and any third party carrying out Services on behalf of the Company, with free, safe and proper access to the property concerned and free, safe and proper storage for Company equipment and property while carrying out the Services, including areas for waste storage and also for any Products delivered to the Customer prior to commencement of Services. Customer shall also take such other steps as reasonable to enable the Company to provide Services.
- viii. The Company reserves the right to refuse to provide Services and cancel Orders where there is reasonable grounds for doing so (such as concerns over employee safety, contractor safety, or where the Customer requests the performance of Services in a manner that contradicts the reasonable recommendations of the Company). If an Order is cancelled in these circumstances, the Customer shall receive a refund of the price paid less any costs incurred by the Company.
- ix. The Customer acknowledges that there may be minor damage to areas where Services are carried out. Company will try to limit the number of damages caused but unless agreed upon in writing, or if the Company has failed to exercise reasonable skill and care, the Services do not include repairs or reimbursements for any damages caused.
- x. Unless otherwise agreed upon in writing or resulting from the negligence of the Company, the Services do not include, and the Customer hereby waives responsibility for, the correction of: any faults or failures in the supply of water, internet, electricity, gas or other services to the property where the Services are to be provided nor any

faults or failures in the water or drainage systems or any other conduits or systems connected to the property; or accidental or wilful damage or defective works caused by other persons in relation to the property where the Services are to be provided.

- xi. Any reduction in energy consumption including any calculation of potential costs savings provided by the Company is approximate only and, unless the Company fails to take reasonable skill and care, the Company shall not be responsible if the reduction or savings are not achieved following the provision of the Services.
- xii. Company does not provide guarantees or warranties on the performance and duration of battery backups.
- xiii. Company requires that the client provide an up-to-date certificate of compliance, no older than 3-months, on the electrical system for the property where company will be required to work. In the absence of this, Company shall not be held liable in any form for electrical issues or faults
- xiv. Unless otherwise agreed upon in writing, the Services do not include the removal of any waste and it is the responsibility of the Customer to make your own arrangements for the disposal of such waste.

5. Additional works

- i. If additional works are found to be necessary or have been requested by the Customer, the Company reserves the right to charge additional fees for any additional Products and/or Services required. Where such additional works are found to be necessary, work under the Customer Order will be suspended and the Company may provide a quotation for or indication of the additional work required. If a Company issued quotation is subsequently accepted as an Order, the Company will recommence work and carry out the additional works required. The provision of additional works may be subject to separate terms and conditions.
- ii. Additional works may be fundamental to the provision of the Products and/or Services and, as a result, the Company reserves the right to suspend the provision of the Products and/or Services until such additional works have been completed to the satisfaction of the Company, whether by the Company or a third party. Should the Customer decline to agree on the additional works, the Customer may cancel the Order. In such an event, the Customer shall be liable to pay charges for the Products provided and/or Services carried out prior to cancellation. The Customer will only receive a refund for the portion of the Services not provided. The Company reserves the right to refuse refunds on Products which have not yet been installed and products which have been specially manufactured.
- iii. Should the Customer not agree to the additional works and subsequently cancel the Order, the Company shall not be responsible for rectifying any damage or disruption caused. The Company shall, at all times, attempt to limit damage and disruption caused. However, the Company shall not be responsible for restoring the property where the Services are to be provided back in the condition it was in prior to providing the Products and/or Services, unless otherwise agreed upon in writing.

6. Prices, payment and availability

- i. The following terms apply to prices determined solely from information provided by the Customer to the Company and where an Order has been accepted in the absence of a Survey.
 - a. The Company may, at times, require that the Customer provide information in response to questions relating to the property where Products and/or Services are to be provided. The Company makes use of such information in order to ascertain the price payable for the Products and/or Services on an Order, it is the responsibility of the Customer to provide true and accurate information and the Company reserves the right to charge for additional works per section 5 above.
 - b. Upon arrival to the property to carry out the Services required on an Order, the Company will verify that the initial price paid by the Customer for the Order is correct. If, as determined by the Company, the actual work required exceeds the agreed-upon Order value, the Company reserves the right to charge additional fees for the additional Products and/or Services required per section 5 above. Should the agreed-upon Order value exceed the actual work required, the Company shall refund or credit the Customer for the difference between the estimated and actual Order value.
- ii. The following terms apply in all circumstances:
 - a. Payment for Surveys, Services and/or Products purchased by the Customer from the Company or an authorised third party on behalf of the Company, together with associated delivery charges, is required in advance, unless otherwise agreed upon in advance in writing. All Payments must be made by credit card, debit card, or any other specified payment method when an Order is placed through a Company Website. For Orders not placed on a Company Website, payments must be made, via EFT, to the bank account as specified on the Invoice for the Order. The Company reserves the right to suspend orders or portions thereof if payment conditions aren't met.
 - b. Customer accepts that payments are to reflect in the Company bank account prior to the commencement of any projects and/or fulfilment of any orders.
 - c. Prices for Products exclude delivery charges unless expressly stated otherwise. Delivery charges vary depending on Products ordered, the delivery address and the selected delivery method (where applicable); please see the Company Delivery Terms for further details.
 - d. The Company reserves the right, at its discretion, to charge the Customer for a Survey regardless of whether or not the Customer decides to accept a Quotation and place an Order for Products and/or Services. In the event that an Order is for a Survey only, The Customer hereby agrees to pay the Survey fee set out in the Estimate, Order Confirmation or other official Company documentation.

- e. All estimates, invoices, and quotes are issued on an E&OE basis. The Company hereby reserves the right to alter pricing at any time without notice. The Company may occasionally misprice Surveys, Services and/or Products. In the event of any mispricing, the Company reserves the right to refuse supply of any Survey, Services and/or Products at the incorrect price or at all. The Company shall, at its sole discretion, either cancel the Customer Order with a full refund or provide the Customer with an adjusted Quotation reflecting the corrected pricing.
- f. The Company may, from time to time, apply promotional prices to Surveys, Services and/or Products, including Website or showroom only prices. Promotional prices will only apply in the context in which the promotion is given and are subject to the terms of that promotion. In order to take advantage of promotional prices, the Customer must quote the relevant promotion code upon placing an Order (where applicable). The Company reserves the right to update promotions at any time.
- g. Should the Customer make use of a credit/debit card to pay for an Order, the Customer shall be required to use a credit/debit card bearing the name of the Customer or a credit/debit card for which the Customer is otherwise authorised to use. All credit/debit card holders are subject to validation checks by third parties and authorisation by the card issuer. If the issuer of the card refuses to authorise payment or any other validation checks return adverse results, the Company will not accept the Order and will not be liable for any delay or non-delivery and are not obliged to inform you of the reason for the refusal.
- h. The Company shall not be held liable for a card issuer or bank charging the cardholder as a result of the processing of the credit/debit card payments in accordance with your Orders.
- i. All Products are subject to availability and it is the responsibility of the Customer to ensure stock availability prior to placing an Order. If the Customer orders Products which are not available, the Customer will have the option to wait until the Products are in-stock, Order alternative Products, or cancel the Order for those Products. If the Products are unlikely to be restocked or in the event that the Customer cannot be contacted, the Company will cancel Order for those Products and refund the price paid (less transaction fees) for those Products.

7. Measurements

- i. It is the responsibility of the Customer to ensure that any measurements provided to the Company are correct and accurate.
- ii. If there are errors in the measurements supplied by the Customer and the Products and/or Services are made or supplied to those measurements, the Company will not refund the cost of the Products and/or Services provided.

8. Delivery/Start of work

- i. The Company will take reasonable steps to meet any estimated date(s) set out within the Quotation, Order Confirmation or as otherwise agreed upon in writing with the Customer subject to availability and Delivery Terms. Occasionally, estimated date(s) may be affected by factors beyond the control of the Company and as such, date(s) cannot be guaranteed. The Company does not recommend the removal of fixtures and fittings which provide essential day to day services, until shortly before the Services are due to start. The Company shall contact the Customer to reschedule date(s) should an unexpected delay occur.
- ii. The Customer hereby agrees to take reasonable steps to collect or take delivery of the Products (where applicable) and take reasonable steps to ensure that the Services can be carried out by the Company on any estimated or specified date(s). Where the Services require Products purchased separately to an Order, it is the responsibility of the Customer to ensure sufficient suitable Products are available for the Company to perform the Services and that those Products are available at the property when the Services begin. Should the Company, at its discretion, determine that sufficient suitable Products are not available, the Company may, at its discretion, request the arrangement of a subsequent visit to complete the provision of the Services. The Company hereby reserves the right to charge for any additional visits required. It is the responsibility of the Customer to timely notify the Company of any delays which affect the delivery/commencement date(s).
- iii. Should the Company be unable to start the Services or deliver the Products (where applicable) as a result of the action or inaction of the Customer (for example, Customer not present at the property on the specified date and/or time or Customer has not cleared the area where the Services are to be provided), the Company reserves the right to insist on the arrangement of a subsequent visit to complete the provision of the Services or deliver the Products. The Company also reserves the right to charge further fees for additional visit required.
- iv. Unless otherwise agreed upon in writing, Products must be signed for on delivery by a person aged 18 or over. Delivery will be completed when the Company delivers the Products to the address specified on an Order.
- v. For reasons of health and safety and to avoid any property damage, certain Products can only be delivered to the exterior of a ground floor location at the delivery address. The Customer must therefore make arrangements at the risk of the Customer should the relevant Products require transportation from the delivery location, unless otherwise agreed upon in writing.

9. Risk and ownership

- i. If any Products are provided to the Customer by the Company or an authorised third party on behalf of the Company, upon delivery of the Products to the Customer (or collection of the Products by the Customer), all risk of damage to, or loss of, the Products shall pass to the Customer.
- ii. It is the responsibility of the Customer to safely and properly store any Products which have been delivered to the Customer prior to the Company arriving to start providing Services.
- iii. Ownership of products remains vested in the Company until paid for in full by the Customer
- iv. The Customer hereby accepts liability for all storing Products where ownership has not been transferred to the Customer. It is the responsibility of the Customer to store Company-owned Products separately from all other products in possession of the Customer. The Customer hereby agrees to mark all Company-owned Products in such a way that clearly identifies the Products as property of the Company. The Company may, at its discretion, prior to the transfer of ownership of the Products, require that the Customer delivers the Products to the Company and, failure to do so, grants the Company the right to repossess the Products. The Customer hereby grants the Company an irrevocable licence to enter, with or without vehicles, any premises owned or rented by the Customer for the purpose of inspecting or repossessing the Products.
- v. It is the responsibility of the Customer to safely store Products on cancelled Orders until they can be returned to the Company. The Customer hereby accepts all liability for damages or loss to Company Property while in the care of the Customer.

10. Cancellation and returns

- i. This section sets out our cancellation and returns policy. Our cancellation and returns policy set out below is in addition to and does not affect your legal rights as a consumer.
- ii. **Order for Services**
 - a. Customer may cancel an Order for Services for any reason after placing an Order and thereafter for up to 7 days commencing the day after the date of Order confirmation. The Customer will forfeit the right to cancel after the expiry of this period.
 - b. Customer may exercise the right to cancel an Order by contacting the Company. To meet the cancellation deadline, it is sufficient for the Customer to send a written communication concerning the exercise of the right to cancel before the cancellation period has expired.
 - c. If the Company has not started to provide the Services at the Customers request before the end of the cancellation period, the Customer will receive a full refund of the price paid for the Services.
 - d. In the event of the Company having already started with the provision of services, Customer will be required to pay all charges for the Services carried out prior to the cancellation thereof.
 - e. Customer will only receive a refund for that part of the Services not provided. Customer will not have the right to cancel an Order for Services once Company has completed those Services.
 - f. Any refund will be paid within 30 days following the day on which Company accepts the Customers decision to cancel an Order and will be made using the same means of payment as used by the Customer to pay for the Order, unless otherwise agreed upon in writing.
- iii. **Order for Products and Services (Supply and Install)**
 - a. Customer may cancel a Supply and Install Order for any reason after placing an Order and thereafter for up to 7 days commencing the day after the date of Order Confirmation. The Customer will forfeit the right to cancel after the expiry of this period.
 - b. Customer may exercise the right to cancel an Order by contacting the Company. To meet the cancellation deadline, it is sufficient for the Customer to send a written communication concerning the exercise of the right to cancel before the cancellation period has expired.
 - c. If the Company has not started to provide the Services at the Customers request and/or If the Company has not started to manufacture the Products to the Customers specification, and/or If the Company has not yet procured any non-inventory products before the end of the cancellation period, Customer will receive a full refund of the price paid for the Products and Services.
 - d. In the event of the Company having already started with the provision of Products and Services, the Customer will be required to pay for the Services carried out and for the Products which have been supplied and/or installed and/or procured and/or manufactured.
 - e. Customer will only receive a refund for that part of the Services not provided and those Products which have not yet been procured, and/or manufactured, and/or supplied, and/or installed at the time of the Company having accepted the cancellation. Customer will not have the right to cancel an Order for Services once Company has completed those Services.
 - f. Any refund will be paid within 30 days following the day on which Company accepts the Customers decision to cancel an Order and will be made using the same means of payment as used by the Customer to pay for the Order, unless otherwise agreed upon in writing.
- iv. **Order for Products**

- a. Customer may cancel an Order for Products for any reason within 7 days commencing the day after the date of Order confirmation.
- b. Customer will forfeit the right to cancel after the expiry of the 7-day Order cancellation period.
- c. Customer may exercise the right to cancel an Order by contacting the Company. To meet the cancellation deadline, it is sufficient for the Customer to send a written communication concerning the exercise of the right to cancel before the cancellation period has expired.
- d. If the Company has not yet procured any non-inventory products before the end of the cancellation period, Customer will receive a full refund of the price paid for the Products.

v. **Exclusions**

- a. The right to cancel in respect to Product Orders is subject to the following exclusions:
 - 1. Products which are cut, made to measure or mixed to Customer requirements, or otherwise customised or made to Customer specifications will not be exchanged or refunded.
 - 2. Products which are not suitable for return due to health or hygiene reasons, or if Customer has opened the Product packaging after receipt thereof will not be exchanged or refunded.
 - 3. Products which become mixed inseparably with other items after delivery, installation or collection (which may be the case where the Products are installed).

vi. **For Products already shipped to the Customer:**

- a. In relation to Products delivered to the Customer; The Customer may need to take delivery of the Products prior to the cancellation of an Order if the Products are placed into the Company delivery process prior to the Company having received a written notice of cancellation from the Customer.
- b. Customer shall arrange for the return of the Products as soon as possible and in any event not later than 14 days after the day of order cancellation. Customer will be responsible for the cost of returning the Products.
- c. Company reserves the right to make a deduction from the amount of any refund for loss in value of the Products returned where the Products show signs of unreasonable use.

11. Faulty Products

- i. It is the responsibility of the Customer, upon receipt of the Products, to ensure that the Product(s) supplied matches the items within the Order. In the event of problems, or if Products are defective or damaged, Customer must notify Company as soon as is reasonably possible. Claims may be reduced or rejected if Company has not been given an opportunity to put matters right.

12. Companies right to cancel

- i. Company may cancel an agreement by notice in writing if the Customer is in breach of these terms or if the Customer becomes unable to pay debts when they fall due. Company may also cancel an agreement or Order If proceedings are or are reasonably likely to be commenced by or against Customer alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of the Customers undertaking and assets. Upon cancellation, any money due to the Company in respect of the agreement and/or order which has been cancelled shall become immediately due and payable and Company shall be under no further obligation to provide Products, Services or Surveys to Customer.

13. Liability

- i. The Company shall bear no liability for any loss, damage, or injury which is not foreseeable.
- ii. The Company shall bear no responsibility for any loss, damage, or injury which arises when the Company is not at fault or in breach of an agreement.
- iii. The Company shall bear no responsibility for any loss of profits, loss of business, loss of contracts, loss of business opportunities, and other similar losses.
- iv. The Company shall bear no responsibility for any loss, damage, or injury arising out of the client's misuse or mishandling of a system.
- v. The Company shall bear no responsibility for any loss, damage, or injury arising as a result of improper system maintenance.
- vi. The Company shall bear no responsibility for any loss, damage, or injury arising as a result of the client not notifying the company of malfunctions or issues.
- vii. It is the responsibility of the client to arrange adequate insurance for the system and surrounding property. The Company shall bear no responsibility for any loss, damage, or injury caused by factors outside of the control of the company such as fires, acts of God, power outages, etc.
- viii. The Client hereby indemnifies and holds company harmless for any loss, damage, or injury caused by the client's negligence or failure to comply with the terms of this agreement.
- ix. The Customer has certain legal rights regarding claims in respect of losses caused by Company negligence or the Companies failure to carry out obligations. Nothing in this agreement limits the legal rights of the Customer as a consumer.

- x. The Company Website, catalogues and other media may contain information and materials created and submitted by third parties, and, to the extent permitted by law, Company excludes liability for all losses arising from any error, omission or inaccuracy in any such information and material.

14. General

- i. Company will not be liable or responsible for any failure to perform, or delay in performance of, the Services, Surveys or any obligations under these Terms, nor for any defect or damage to Products, or for any failure or delay in supply or delivery of Products, in each case that is caused by events outside the reasonable control of the company (including, without limitation, the following to the extent these are outside our reasonable control: accidents, courier delays, strikes, pandemics, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition of restrictions on imports or exports).
- ii. If any provision of these Terms (including any provision in which the Company excludes or limits liability to the Customer) is found to be invalid, illegal or unenforceable in whole or in part, the validity, legality or enforceability of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- iii. No person other than the Customer and the Company shall have any rights to enforce this or any agreement.
- iv. Customer may not assign or transfer rights or obligations under this agreement unless agreed upon in writing.
- v. The Company may update, vary and amend these Terms from time to time without prior notice. When the Customer places an Order, the Terms in force at that time will apply (as set out on the Company Website).

15. Governing law and venue for disputes

- i. Client and Company hereby agree that this agreement is governed by the law of The Republic of South Africa and that any disputes will only be dealt with by the courts of The Republic of South Africa.

16. Guarantees and Warranties

- i. Any electronics purchased from Company carry a manufacturer's 12-month normal use carry-in warranty as standard. Some products may have an extended warranty and Company will honour any warranty claim that falls within a manufacturer's stated warranty period.
- ii. "Carry-in" means that the cost of removal, shipping, insurance, and reinstallation required in order for the Company to honour the manufacturer warranties are to be borne by the Client.
- iii. Client hereby accepts responsibility to ensure that all items are delivered safely and intact.
- iv. Company warrants that all products sold are new and of good quality, unless clearly specified.
- v. Company shall provide a 12-month workmanship guarantee for all system installations. This guarantee covers issues that may arise with the system due to errors in the installation methodology, such as loose connections, or incorrectly mounted equipment. If any such issues arise, company will be held responsible for correcting the issue at no cost to the client.
- vi. The above guarantees and warranties shall be rendered null and void if;
 - a. The items have not been operated in accordance with instructions and specifications.
 - b. The product has been subjected to abuse, alteration, improper maintenance, neglect, physical damage, or tampering.
 - c. The product has been serviced or repaired by a party not authorised by Company.
 - d. The product internals have been exposed to moisture, corrosion, or dust.
 - e. The product has been damaged by a power surge, act of God, or lightning strike.
 - f. An original invoice cannot be provided.