



Reg. No 2004/012964/07 Vat. No. 4700187828

TERMS AND CONDITIONS

The purchase of all goods sold by *Cradle Technology Services (Pty) Ltd* pursuant to this Invoice ("the goods") shall be strictly subject to the following Standard Terms and Conditions of Sale:

1. In this agreement, the "**Supplier**" means **Cradle Technology Services Pty Ltd**.
Registration number 2004/012964/07 of Units A2 & A3 Olive Grove Business Park, Old Paardevlei Road, Somerset West, 7130 and the "**Customer**" means the party receiving the goods and services, as more fully described in this form to which these terms apply.
2. Payment terms will be strictly upfront prior to delivery or collection unless the customer has an active 30-day account.
3. Strictly no payment of cash deposits into the Supplier bank account will be accepted. In the event of a cash deposit being made, the Supplier reserves the right to recharge the bank charges incurred to the Customer.
4. Interest charges will be added to overdue invoices at the rate of **2,5%** per month.
5. All prices quoted will remain valid for a period of 3 days from the date the quote is issued unless the Supplier stipulates otherwise in writing.
6. All quotations are subject to the availability of the goods and services and subject to correction of bona fide errors by the Supplier.
7. The prices quoted are subject to any increase in the cost price, including currency fluctuations, and are inclusive of customs duties ruling at the date of quotation.
8. The Supplier reserves the right to adjust the prices, according to any fluctuations and variation of customs or importation duties. Failing the Customers agreement to such increased price, the Supplier shall be entitled to cancel this agreement.
9. Custom / customized product: Custom products that are customer specific is not returnable as it is a custom product modified to meet specific requirements by the customer and not ordinarily sold by the Supplier in modified form.
10. Ownership of the goods shall remain vested in *Cradle Technology Services (Pty) Ltd* until payment in full, plus interest thereon has been received by the Supplier. Risk in the goods shall pass to the Customer immediately upon delivery of all or any part of such goods to the Customer. Where delivery is affected by carrier, such carrier shall be deemed to the Customers agent and delivery by Supplier to such carrier shall constitute delivery to the purchaser.
11. The Customer shall always provide the Supplier with the information and assistance reasonably required for the Supplier to provide the services effectively, properly and on time.



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12. The manner of and time to be spent in delivering the goods and rendering each element of the services shall be determined by the Supplier in its sole discretion. The Supplier shall be entitled to split the delivery or performance of the products or services into the quantities and on the dates it decides. The Supplier shall be entitled to invoice each delivery or performance separately when executed.
13. Free delivery fee will apply for all orders to the value of R5000.00 or more within a 40km radius from our offices. Any location beyond 40km will be billable and a quotation will have to be provided.
14. Collection hours are Monday to Thursday 8h00 to 16h30 and Friday 8h00 to 15h30
15. The Customer shall be deemed to have inspected the goods and confirms that all goods have been received at the time of signature on the delivery note. The purchaser shall notify the Supplier in writing within 3 (three) days of delivery of goods, of any visible defects, shortages or incorrect supply of goods, failing which such goods shall be deemed to have been delivered in perfect condition and the Customer shall not otherwise be entitled to return the goods or any part thereof to the Supplier nor to claim any reduction of the purchase price thereof arising from such alleged defectiveness. In the event of any defective goods being properly returned to the Supplier as provided for herein, the Supplier shall be entitled at its sole discretion to replace or repair such goods.
16. **DOA (Dead on Arrival)** Products that are found 'faulty', or not working on initial start-up, must be reported, and returned to our offices within 3 days working days from receipt of the equipment to be eligible for replacement.
17. The return of goods for exchange or credit shall only take place by prior arrangement with authorized personnel of the Supplier.
18. The Supplier reserves the right to refuse the return of said products or levy a 10% handling fee on goods correctly supplied and returned in their original condition.
19. Should the Supplier agree to credit the goods with a 10% handling fee, this must be agreed in writing prior to the Customer returning the goods.
20. The goods or any part thereof, at the Supplier's sole and absolute discretion may be accepted for credit/return if returned to the Supplier:
 - *Unused, with sealed disk packs and shrink-wrap fully intact, and*
 - *At the Customer's sole expense, and*
 - *The goods or any part thereof, are accompanied by a Request for Credit number and a copy of the original invoice.*
21. No representations or warranties or other undertakings of any nature whatsoever shall be valid unless given in writing.
22. The Supplier shall not be liable for any defect in any of the goods, whether patent or latent, nor shall the Supplier be liable for any loss or damage to the Customer or any



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third party arising from any defect in the goods or any part thereof, and the Customer hereby indemnifies the Supplier and holds it harmless against any claims so arising.

23. The Supplier shall not be liable for any loss, damage or delay caused by or arising from any act of God, strike, lockout, cessation of labour, accidents of any kind, perils of the sea or rivers, war, or any other cause beyond the control of the Supplier.
24. Repair quotes and repair times given are estimates only and not binding on the Supplier.
25. Warranty / non warranty repairs are carry-in. Hardware is to be delivered to the supplier. Unless other arrangements have been made.
26. Warranty Returns: Customer undertakes to abide by the policies for technical support, the return, repair and replacement of products that fail during the applicable warranty period.
27. Warranty Repair: Cradle Administered. Return to manufacturer. 15 Day Turnaround time.
28. Out of Warranty Repair: Repair Charge R750.00 (ex VAT) per hour. Spares to be quoted if required. 15 Day Turnaround time.
29. Warranty/Non warranty devices to be delivered and collected by client unless request is made, to which our delivery/collection fee will be applicable.
30. Repairs not collected within 14 days of completion will be stored and a R35.00 storage fee will be payable per device per day
31. Lightning damage / power surges / electrical and physical damage is not covered under warranty.
32. Cradle Technology Services will not be held liable for any software data. It is the customers responsibility to back up the software, prior to sending the scanner in for repairs.
33. Software not covered by warranty.
34. Quote rejection fee of R750.00 (ex. VAT) will be charged on all out of warranty repairs.
35. Honeywell Products rejection fee of R1300.00 (ex. VAT) will be charged on all out of warranty repairs.
36. Hardware engineer @ R750.00 excluding VAT per hour plus R8.00 per km
37. Software engineer @ R950.00 excluding VAT per hour plus R8.00 per km