



## PLEASE NOTE: TERMS & CONDITIONS

APPLICATION OF TERMS AND CONDITIONS: The customer agrees to the terms and condition set out by this agreement, which the customer has read and understood

### **PAYMENT TERMS AND PRICING:**

1. Our standard payment terms are strictly C.O.D. (Cash on Delivery) unless otherwise stipulated.
2. Account holders in terms of a credit facility given by eXITe Computers & Designing are done so in accordance with legislation and are binding to the signatory by law. Such facility is only given once a legal credit application has been completed with the necessary ITC credit checks and legal procedures involved as with any credit application. No credit shall be given to any individual in their personal capacity. Account holders' applications that would be considered are only those of legally registered companies or enterprises.
3. Cash
4. Electronic transfer (subject to receipt of confirmation by our bank)
5. Bank guaranteed cheques by prior arrangement (subject to clearance by our bank)
6. Quotations are valid for 7 days only. Due to recent increased volatility in the rand/dollar exchange rate we can unfortunately only hold our pricing for 24 hours. We advise that you contact the sales representatives to confirm pricing before confirming any quotations.
7. All prices given verbally are estimates and exclude vat and are subject to change
8. A 50% deposit will be required to confirm orders.
9. Confirmation of orders are only deemed to have occurred on receipt of deposit by eXITe Computer & Design or by our bank.
10. No goods are sold on a trial basis.
11. Build-to-order PC's and Notebooks may be cancelled by eXITe Computers & Designing 7 days after notification that they are ready for collection. If not collected after 14 days, the deposit will be forfeited and eXITe Computers & Designing reserves the right to sell the goods in order to defray costs.
12. Orders for build-to-order PC's and Notebooks may be cancelled within 24 hours of order confirmation, however a handling fee of R 500.00 will be issued by eXITe Computers & Designing for such order cancellations.
13. Any queries regarding a purchase must be reported by the following working day. This includes, but is not limited to, omissions (hardware, software, manuals, etc.), invoicing, charging or payment queries.
14. As far as is possible we will inform the customer of any known bugs in the hardware or software being purchased. Hardware and software bugs are the responsibility of the hardware or software manufacturer.
15. Interest of 2% per month will be added to any overdue accounts that is not settled within the agreed payment terms or when agreed payment terms have not been met.

### **WARANTIES:**

1. The warranty is only valid for eXITe Computers & Designing customers within its warranty period.
2. We do not warrant the suitability of goods. Please check the suitability of products with your system and/or the manufacturer before purchasing.
3. Products have a 12-month CARRY IN warranty from date of purchase (unless otherwise specified).
4. The warranty will be void if the serial number or its label is missing.
5. The warranty will be void if items are written on or tampered with.
6. eXITe Computers & Designing will replace or repair the items if a performance failure has occurred within the warranty period. Items that can be repaired by eXITe Computers & Designing or our suppliers will not be swapped out.
7. The minimum waiting period for the replacement of warranty items is 48 hours after return. This may be extended due to the availability of stock from the manufacturer or base supplier.
8. A component will be declared void and out of warranty if goods are mishandled, struck by lightning or due to power surges.
9. 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 to eXITe Computers & Designing.
10. Damage and defects which are in our opinion directly caused by incorrect or improper use, neglect, power surges, lightening damage, or mishandling by the customer are specifically excluded from any guarantee given or implied.
11. In the event of a system or hardware being sent to us under warranty 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 parts and/or labour.
12. In the event that a system or hardware is sent to us under warranty and it is discovered that the system is functioning as intended, or that the fault has arisen as a result of a software issue, we may, at our discretion, charge for our labour.

### **RETURNS:**

1. eXITe Computer & Design does not issue cash refunds.
2. No credits will be issued on printer cartridges, software, games and/or CD's.
3. A credit note for the full purchase price may be issued if returns take place within 48 hours and provided goods are in their original packaging, including all manuals & software, and are in a resalable condition.
4. Credit notes may be issued for goods returned after 48 hours from date of purchase, but only within 10 (ten) days. All goods returned are to be correctly packaged. Specifically, goods must be returned in the packaging in which they were received by the customer, with all outer boxes and inner packaging intact. Items that are not correctly packaged will attract a minimum 15% handling charge.
5. Original invoices must be presented with all returns.

6. No credit will be issued at all if the return is more than 10 days after the purchase.

### **REPAIRS:**

1. Faulty goods must be returned to eXITe Computers & Designing.
2. eXITe Computers & Designing shall not be liable for any loss or costs incurred in the event of a break-in or in-house fire either on the premises or starting off-premises and entering the premises.
3. Repairs must be returned with a fault report or detailed description.
4. Please back-up your data on your hard disk drive before sending the PC for Repairs or inform if we need to do backup in-house also at price quoted. Our workshop will not be held liable for any loss of data.
5. eXITe Computers & Designing will provide a quotation for repairs which must be approved by the customer prior to commencement of repair work.
6. Rejection of quotation for repair may be charged at a flat rate of R180.00
7. Workshop repairs carry a 90-day warranty on the repaired item, unless otherwise specified on specific components. The warranty period will commence from Invoice date.
8. Any repairs that are not collected after 30 days will be disposed of without further notice, or resold to compensate the cost to the company.
9. Any software configuration, installation or virus removal carried out and demonstrated to the customer as working correctly is considered from that stage on as a completed task. If a similar fault occurs, it will be treated as chargeable and will form a new contract.
10. eXITe Computers & Designing will only support operating systems and application software for which the customer has a valid license and the original CD's or media on which the software was delivered.
11. If, during the course of an upgrade and/or repair, it is necessary to reinstall the customer's software or operating system, the customer will have to supply eXITe Computers & Designing with original software installation disks and/or serial numbers and /or product keys. Failure to provide installation disk, serial numbers or product keys may make it impossible to install such software and/or operating systems.
12. eXITe Computers & Designing reserves the right not to install, reinstall or test any software that we suspect may be pirated or obtained through any illegal means.
13. New components installed as the result of a repair or an upgrade will have a one-year warranty from the date of their purchase (unless otherwise specified). No new or additional warranty is given or implied on existing components.
14. eXITe Computers & Designing does not accept liabilities for any unforeseen hardware failure that occurs while system or hardware components are in our possession.
15. eXITe Computers & Designing is not liable for any consequential loss or expenses, however caused, including incidental return costs.

**AVAILABILITY OF GOODS AND SERVICES:** Goods and services are subject to availability. If for whatever reason we are unable to supply any goods or services we will not be held liable for any compensation or damages as a result of non-performance. If a home or business call-out is booked and access is not gained at the agreed time, the client will be subject to a charge equivalent to 1 hour of our standard hourly rate.

**OUR COLLECTION POLICY:** Any equipment left with eXITe Computers & Designing and unclaimed for 30 days, will be disposed of or resold to recover our costs incurred while carrying out a service or repair. After this period, eXITe Computers & Designing shall have no liability to the Client or any third party.

**BACKING UP DATA:** eXITe Computers & Designing will make every possible effort to preserve the client's data and files, however it should be noted that there are NO GUARANTEES whatsoever that the client's data and files will remain intact after the repairs.

IT IS THEREFORE THE CLIENT'S SOLE RESPONSIBILITY TO ENSURE THAT ALL THE DATA AND INFORMATION STORED ON THE COMPUTER EQUIPMENT REQUIRING REPAIRS IS APPROPRIATELY BACKED UP TO OTHER STORAGE DEVICES PRIOR TO HANDING OVER FOR REPAIRS.

Charges will be incurred if eXITe Computers & Designing has to perform a lengthy backup procedure to protect the client's own data in order to complete the repairs.

We cannot be held responsible for the following during the repairs:

- Loss or corruption of data, files, information or records
- Any loss of business goodwill
- Any loss causing interruption to business activity while equipment is out of service for repairs
- Failure by the client to follow our reasonable recommendations, instructions and advice to back up data
- Any loss you may suffer arising from failure to use anti-virus software
- Any loss considered to be unforeseeable
- Damage resulting from viruses or other malicious software that may have been transmitted during servicing or repairs and therefore escaped detection

eXITe Computers & Designing will not be liable for any damage caused to other equipment by parts supplied following any repair.

**FORCE MAJEURE:** In the event of any natural disaster, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade union, suspension of labour, fire, flood, landslide, earthquake, electrical complication, accident or (without regard to the foregoing enumeration) any circumstances arising or event taken place beyond the control of eXITe Computers & Designing, we will be prevented and not obligated to the customer (any such event hereafter called "Force Majeure") during the period that such Force Majeure occurs and continues and we shall not be liable for the delay or failure in performance or any loss or damage which the customer endures resulting from such Force Majeure.

**eXITe Computers & Designing reserves the right to amend these Terms and Conditions at any time.**