

CCTV Security Surveillance

CCTV Security Surveillance Gauteng (Pty) Ltd

Reg. No. 1997/018722/07
PSiRA Reg No. 960468
VAT No. 4670170143

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CCTV Security Surveillance (Pty) Ltd

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NATIONAL DETAILS

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cctv@cctvsa.co.za

www.cctvsa.co.za

Hereafter referred to as CCTV SA

Terms and Conditions of Sale



1. CCTV SA Policy

CCTV is a distributor and installer of quality CCTV and all related CCTV products that are able to meet specific selection criteria, including technical facilities at a primary level of our products.

2. PRICES

Prices are subject to adjustment for variations in the ruling exchange rate and/or customs duties and surcharges. Prices are further subject to change without notice where additional costs are incurred beyond the reasonable control of the company. It is the Customer's responsibility to confirm prices before issuing orders or quotations. CCTV SA will not be held responsible for any loss incurred as a result of incorrect pricing quoted.

3. DISCOUNT

Discount is subject to confirmation with CCTV SA. all discounts must be confirmed in writing.

4. WARRANTY

All products are warranted under the manufacturer's warranty against defective materials, workmanship for a period of twelve (12) months (except where otherwise noted) from the date of original invoice/delivery and will be repaired without charge subject to the conditions listed below:

- Product(s) are returned properly packaged including all accessories and cabling, carriage prepaid to CCTV SA at the shipper's risk within the warranty period;
- the Customer has not modified the product(s) or systems in any way;
- the product(s) have not been used for any purpose other than that for which they were designed;
- the damage is not caused through major force, lightning and/or power surges or negligence on the part of the Customer to fully understand and comply with the correct installation procedures;
- the product has not been acquired by the Customer through a source other than CCTV SA;
- a copy of the original invoice with a full description of the defect is supplied with the faulty product;

- It is specifically understood that CCTV SA shall under no circumstances be responsible for any consequential loss or damage resulting from the product being defective.

5. REPAIRS

Repairs out of warranty, will be repaired by mutual agreement on a quote basis contact us for further detailed

6. RETURNS POLICY

CCTV SA reserves the right not to accept product(s) deemed to be unsuitable for return.

7. LOAN POLICY

Loan product(s) will be supplied entirely at the discretion and approval of the CCTV SA management.

8. DELIVERY AND STOCKING POLICY

Every effort is made to maintain delivery dates offered; however, no liability whatsoever can be accepted for any consequential loss or damage occasioned by variation in practice from these delivery dates for whatever cause. Although it is endeavored to ensure delivery of products, delivery will be subject to availability of stock on date of order

9. CREDIT TERMS AND SURETYSHIP

- Where a contract has been entered into for a system supplied and installed by CCTV SA an original application form is to be submitted to CCTV SA. Should the customer be registered as a C.C. Partnership or Sole Proprietor, Surety ship signed by all members will be required. CCTV SA is not a registered financial credit provider; goods purchased shall be strictly COD. Post-dated cheques are not acceptable. Payment of goods purchased is strictly Cash on Delivery (COD)**
- The Customer hereby acknowledges that should any amount not be paid on due date, or any payment by cheque be unpaid, the entire balance then outstanding shall immediately become due and payable without any notice. Interest will be charged on all overdue accounts at the maximum rate as prescribed by the National Credit Act charged by CCTV SA's bankers. In addition, CCTV SA shall

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PLEASE NOTE:

No Quotation is valid without a quotation Number.

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be entitled to report the customers default to CCTV SA for circulation without notice to the customer.

- c. In the event of CCTV SA instructing its attorneys to collect any overdue amount, all legal fees, collection charges and tracing agents' fees, as between attorney and own client shall be borne by the customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.
- d. The customer hereby consents to the jurisdiction of the Magistrate's Court Act No 32 of 1944, as amended, in respect of all amounts or causes of action arising out of the sale and supply of goods even though the amount involved would normally exceed the jurisdiction of such a court.

10. TITLE AND RISK OF LOSS

- a. Risk of loss or damage to the products supplied in terms of this agreement shall pass from CCTV SA to the Customer upon delivery/installation of the products to the Customer in the case of CCTV SA effecting the delivery.
- b. Ownership of the products supplied in terms of this agreement remain the property of CCTV SA and shall only pass from CCTV SA to the Customer upon final payment by the Customer for such products & installations.
- c. Between the time that risk of loss or damage passes and ownership passes, the Customer shall keep the products free of any lien, hypothec or other security interest.

11. CANCELLATION

Cancellation of an accepted order shall be made in writing. In the event of a specific product(s) being ordered on behalf of the Customer and/or the cancellation being received after five (5) days of the order date, a cancellation fee of 10% will be charged if CCTV SA is able to return these goods to their source.

12. TECHNICAL SUPPORT Technical support on the products and services are available from CCTV SA. This is a billable service and requires an order number to be issued by the Customer to CCTVSA.

13. GENERAL

- a. No relaxation or indulgence granted by CCTV SA shall be deemed to be a waiver of any of the rights of CCTV SA and such relaxation or indulgence shall not be deemed a novation of any of these terms and conditions.
- b. It is agreed that the address of the Customers principal place of business shall be the address at which the applicant and the signatory will accept all notices, legal documents and the like whether or not the applicant and / or signatory is still at the chosen address for all purposes, whether in respect of court process, notices or other documents or communications, of whatever nature
- c. Without derogating from the provisions of paragraph 6 unless the Customer advises in writing within (5) five days of delivery of the goods of any defects in the goods, the goods shall be deemed to have been delivered to the Customer in perfect condition and the Customer shall not be entitled to return the goods and claim a reduction of the purchase price on the grounds that the goods were defective.
- d. CCTV SA shall not be responsible for any loss or damage howsoever caused to the property or person of the Customer or any third party as a result of any defect in the merchandise whether patent or latent, and the Customer indemnifies CCTV SA against any claims made against it by any third party arising out of any such defects.
- e. The terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation or consensual cancellation shall be of any force and effect unless reduced to writing and signed by both CCTV SA and the customer and shall not be capable of rectification by a Court of Law