

TERMS & CONDITIONS IN RESPECT OF GOODS, IT AND OTHER EQUIPMENT PURCHASED THROUGH AND SUPPLIED BY FSQUARED BUSINESS, LEGAL AND LABOUR SOLUTIONS

1	INTRODUCTION
1.1.	Unless the context clearly indicates the contrary, any term defined in the General Terms when used herein shall bear the same meaning, as defined in the General Terms.
1.2.	To the extent that there is any extent between the General Terms and these Product Terms the following precedence shall apply:
1.2.1.	These Product Terms; and
1.2.2.	The General Terms.
1.3.	Unless the context clearly indicates the contrary, the following words bear the meanings ascribed thereto: -
2.	DEFINITIONS
2.1.	"COD" means cash on delivery and for the purposes hereof shall include EFT, cheque and credit card payments (when available);
2.1.1.	"Credit Application Form" – means the application from completed and signed by the Customer, when applying for extended payment terms when not paying COD and in accordance with the provisions of the National Credit Act, 2008.
2.1.2.	"Client Form" – means the client form that is used to collect client information for statistical and other purposes with due observance to prevailing legislation relating to the protection of customer privacy
2.1.3.	"EFT" – means electronic funds transfer and will qualify as a COD when made within 24 (twenty four) hours of the delivery of goods.
2.1.4.	"General Terms" means the terms and conditions set out in the General Terms and Conditions for Fsquared clients, which is available at http://www.fsquaredlegalinfo.html .
2.1.5.	"Installation" means the installation of purchased software or hardware following the purchase hereof.
3.	TERMS OF PURCHASE
3.1.	A quotation represents no obligation until the Company accepts the Client's official Purchase Order.
4.	Specification
4.1.	The Goods delivered will be in accordance with the specification contained in the quotation provided to the client. The Company will not be liable for non-compliance with any other specification. It is the Client's responsibility to ensure that it is satisfied with the specifications and the quote provided.
4.2.	Any changes to the specifications by the Client will be undertaken following the written agreement of the Company. Where any such changes cause an increase in the cost or time required for performance, the Company shall be entitled to an equitable adjustment in the contract price and the delivery schedule.
5.	Payment
5.1.	All sales are strictly cash and/or COD basis.
5.2.	Unless otherwise agreed to in writing, Payment shall be cash on delivery of goods or via electronic transfer, proof of transfer to be provided before delivery can be effected.
5.3.	Notwithstanding anything to the contrary and unless otherwise agreed upon, in writing, the maximum rate of interest permitted in terms of the National Credit Act, 2006 and the regulations thereto will be levied on all overdue amounts.
5.4.	All prices quoted are inclusive of VAT unless otherwise stated.
5.5.	In the event of the Client failing to effect payment of the purchase price within seven (7) days from date of demand, the Company shall be entitled, at its option, and notwithstanding any indulgence or relaxation granted to the Client without prejudice to any other rights it may have in terms of this agreement or common law, to cancel this contract and repossess the Goods and/or claim the balance thereof. The Company shall be entitled to re-sell such Goods either by auction or by private treaty.
5.6.	The Client shall be liable for any shortfall or shall be passed a credit note for all amounts received in excess of the expenses of recovery and resale.
5.7.	The Client shall be liable for all legal costs, including collection charges, incurred by the Company in the recovery of such debt on the Attorney and Own Client Scale.
5.8.	The Client shall pay all accounts in full and can not exercise any rights of set-off or counterclaim against invoices submitted.
6.	Credit Terms
6.1.	Clients wishing to purchase goods on credit must complete the required credit application form.
6.1.1.	All relevant documentation must be provided.
6.1.2.	Credit applicants specifically consent to verification of their credit worthiness and where necessary may be requested to sign personal surety and/or provide collateral to the satisfaction of the Company.
7.	Price Fluctuations
7.1.	Unless otherwise stated the price quoted in the Quotation or Offer, the price is in South African Rands and is based as at the date thereof on the cost ruling with regard to a number of criteria. These include freight, applicable insurances, coastal and landing charges, customs, dock and import duties, cartage and railage, rates of exchange, any statutory costs and all other such similar encumbrances. However, if after the date of the Company's Quotation (whether before or after the placing of the Purchase Order), there is any increase in respect of the cost to the Company of any of the criteria stated herein then such increase will be for the Client's account.
8.	Delivery
8.1.	The company undertakes to make every effort to meet the delivery period as quoted, but does not guarantee to do so. The Company will not under any circumstances accept responsibility for delivery delays due to causes beyond its control, including, but not limited to, acts of God, fire, explosion, strikes, lockouts, inability to obtain components, delays by sub-contractors, actions by government, or losses and delays in transit. A reasonable extension of time shall be granted to the Company in event of any delays that are beyond its control. The place of delivery will be as specified on the quotation.
8.2.	Where the Goods are not delivered by the Company or collected by the Client, but are delivered to an independent carrier, delivery to the carrier shall be deemed to be delivery to the Client.
9.	Risk and Ownership
9.1.	Where the Goods have been delivered pursuant to Clause 8.2, the appointed carriers shall be fully responsible for materials lost or damaged in transit.
9.2.	The ownership in the Goods shall not pass to the Client until all amounts due from the Client to the Company in respect of Goods sold, delivered or made available in any other way to the Client has been paid for in full.
9.3.	The Company shall have the right at any time to give notice of its continued ownership in the Goods to every possessor and every landlord of premises in which the Goods are stored or may be placed, whether for sale, repair, assembly or otherwise.
9.4.	Without prejudice to any of its rights in terms of law, the Company reserves the right to enter the Client's premises and to repossess the Goods in the event of the Client failing to make any payments on due date or at all.
10.	Packaging, Packing and Shipment
10.1.	Packing will be in accordance with the Company's standards, unless otherwise specified in writing. Any special packing required by the Client will be charged for as an extra.
11.	Cancellation
11.1.	In the event of cancellation by the Client of the contract or part thereof, or in the event of the Company cancelling the contract as a result of a breach by the Client of any of these conditions, the Company shall be entitled to payment of a standard cancellation fee not less than 40% of the value of the contract so cancelled plus:
11.1.1.	The sales value of all Goods delivered.
11.1.2.	The sales value of all Goods finished and not delivered at the time of such cancellation.
11.1.3.	The sales value of all materials ordered by the Company specially for such order whether such materials have been received or not.
11.1.4.	The cost of all labour accumulated on any unfinished Goods in process of assembly.
11.1.5.	The sales value of any special engineering and other costs incurred up to the time of cancellation.
11.1.6.	The Company shall be entitled to suspend or cancel further deliveries and to suspend or cancel work under this or any other contract between the Company and the Purchaser if any payment is overdue.
12.	

12.1.1.	The Company may, by notice in writing, cancel the Purchase Order if the Client becomes insolvent or makes an arrangement with its creditors or goes into voluntary liquidation or is placed under a provisional or final order of sequestration or judicial management.
13.	Warranty
13.1.	Unless otherwise agreed in writing, the Company warrants that in the event of any defect occurring within a period of one year or any other period as agreed to in writing from the date of delivery to the Client as a result of faulty material or workmanship which can be attributed to the Company, the Company will repair, or refund the cost of the Goods at its option provided that :
13.2.	The Goods have not been misused, inadequately stored, neglected or used for other than its intended purpose, or if its operating instructions have not been adhered to;
13.3.	The Goods have not been serviced by any person who has not been authorised by the Company;
13.4.	The Company is notified in writing within the warranty period and, except where the Company elects to repair on site, the Goods or faulty component thereof is sent to the Company's designated address at the Client's risk.
13.5.	Should any parts, materials or components forming part of the Goods sold by the Company to the Client's, be assembled by anyone else than the Company, then the manufacturer's normal warranty in respect of those parts, materials or components shall apply and no further warranties in this regard will be given by the Company. The Company's liability will not extend beyond that of the manufacturer's liability.
14.	Return of Goods
14.1.	The Client shall not be entitled to return any Goods to the Company without the Company's express consent.
14.2.	No returns shall be accepted on software.
14.3.	No claim regarding material defects will be entertained by the Company unless made in writing and delivered to the Company within the warranty period from the date of delivery of the Goods.
14.4.	In the event of material defects or shortages in the Goods proved to the Company's satisfaction and upon being properly notified, the Company shall at its option :
14.4.1.	Either exchange the Goods for similar Goods; or
14.4.2.	Repair the Goods.
14.5.	If no material faults are found with the Goods, then the Company will charge a handling fee of 50% of the sales price of the Goods.
15.	Indemnity
15.1.	The Client shall indemnify the Company against all damages, penalties, costs, charges and expenses to which the Company may become liable as a result of purchases, assemblies and installations undertaken on the instructions and according to the specifications of the Client
16.	Liability
16.1.	These terms set out the Company's entire liability in respect of the Goods and the Company's liability under these terms shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities expressed or implied statutory or otherwise in respect of the quality or the fitness for any particular purpose of the Goods.
16.2.	The Company shall not, under any circumstances, be liable for
16.2.1.	Any loss or injury whatsoever (including indirect or consequential loss including loss of profit) arising from the supply of the Goods, including any loss or injury (whether direct, indirect or consequential) attributed to any negligent act of the Company or the Company's servants or agents'; or
16.2.2.	Any representations or warranties as to the Goods given by any of the Company's servants or agents.
17.	Intellectual Property Rights
17.1.	Any patent, copyright or other intellectual property rights owned by the Company shall remain those of the Company whether or not the purchase price under that transaction has been paid by the Client Any information obtained by the Client from the Company which is identified as confidential and/or proprietary or is confidential and/or proprietary in nature, may not be disclosed to any third party without the prior written approval of the Company.
18.	Export/Import
18.1.	The acceptance of any Purchase Order for export is subject to the Company obtaining the necessary Export Licence and it is the Client's responsibility to obtain the necessary Import Permit. Any costs which the Company may have incurred through the non-availability of the Import Permit on the date on which the Goods are ready for despatch shall be for the Client's account and in the event of the Import Permit not being available within thirty (30) days after the Goods are ready for despatch the Company shall be entitled to cancel the contract. Alternatively, notwithstanding the provisions of Clause 7.2, Goods held pending the availability of an Import Permit may be invoiced by the Company thirty (30) days after they become ready for despatch and must be paid for within thirty (30) days thereafter. In such instances, Delivery Notes , certified by the Company's Quality Assurance Manager, shall be acceptable proof that the Goods were available for despatch.
19.	General
19.1.	This document constitutes the sole and entire agreement between the parties.
19.2.	The Company shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
19.3.	No addition to, variation of, or agreed cancellation of this contract shall be of any force or effect unless reduced to writing and signed by both parties.
19.4.	No indulgence which the Company may grant to the Client party shall constitute a waiver of any of the rights of the Company, who shall not thereby be precluded from exercising any rights against the Client which may have arisen in the past or which might arise in the future.
20.	Notices

All notices or demands to either party shall be in writing and may be served by hand delivery, registered mail, email or facsimile at the address of the receiving party as set forth in the Request for Quotation, Quotation or Purchase Order as applicable. All notices and demands by mail shall be deemed to have been received within seven (7) days of postage, unless proved otherwise by the receiving party