



STANDARD CONDITIONS OF SALE

1. DEFINITIONS

In these Conditions of Sale:

- “Seller” refers to André Ehlers / [Registered Business Name].
 - “Buyer” refers to the customer, client, company, or individual purchasing goods or services.
 - “Goods” refers to all hardware, software, equipment, licenses, products, or materials supplied.
 - “Services” refers to all labour, installations, support, consulting, monitoring, hosting, maintenance, repairs, and related work performed.
-

2. GENERAL

These Standard Conditions of Sale apply to all quotations, invoices, orders, deliveries, services, and transactions between the Seller and the Buyer.

Acceptance of any quotation, invoice, delivery, or service constitutes acceptance of these Conditions of Sale.

No amendment or variation shall be binding unless agreed to in writing by the Seller.

3. QUOTATIONS

3.1 Validity

Quotations are valid for the period stated on the quotation unless otherwise specified.

3.2 Pricing Changes

Prices may change without notice due to:

- Supplier price increases
- Exchange rate fluctuations
- Import costs
- Shipping costs
- Stock availability
- Market conditions

3.3 Scope

Quotations are based on the information available at the time and may exclude unforeseen work, materials, or requirements.

Additional work outside the quoted scope may be billed separately.

4. ORDERS

An order shall only be considered accepted once:

- Written confirmation is received from the Buyer, and/or
- A deposit payment has been received, and/or
- The Seller commences procurement, scheduling, or work.

Orders for special-order, imported, customised, or non-stock items may not be cancelled once procurement has commenced.

5. PAYMENT TERMS

5.1 Standard Terms

Unless otherwise agreed in writing:

- 75% deposit may be required before procurement or commencement of work
- Balance payable on completion, delivery, or as stated on the invoice
- Monthly services payable in advance

5.2 Late Payments

Failure to pay on time may result in:

- Suspension of services
- Delayed support
- Suspension of hosted services
- Removal of remote access
- Withholding of passwords, licenses, backups, or configurations until payment is received

5.3 Interest

Interest may be charged on overdue accounts at the maximum rate permitted by law.

5.4 Collection Costs

The Buyer shall be liable for all reasonable legal, tracing, collection, and recovery costs incurred due to non-payment.

6. DELIVERY

6.1 Delivery Times

Delivery dates are estimates only and are subject to supplier availability, courier delays, import delays, and circumstances beyond the Seller's control.

6.2 Risk

Risk in goods passes to the Buyer upon delivery or collection.

6.3 Ownership

Ownership of goods remains with the Seller until paid in full.

6.4 Inspection

The Buyer must inspect goods upon delivery and report shortages, damages, or defects within 48 hours.

7. INSTALLATIONS AND SERVICES

7.1 Access

The Buyer shall provide safe and reasonable access to premises, power, internet connectivity, and equipment required to perform services.

7.2 Delays

The Seller shall not be liable for delays caused by:

- Site readiness issues
- Lack of access
- Power outages
- Internet failures
- Third-party delays
- Supplier shortages

7.3 Additional Work

Any additional labour, cabling, hardware, software, travel, or materials outside the agreed scope may incur additional charges.

8. HARDWARE WARRANTIES

8.1 Manufacturer Warranty

Hardware is subject to the manufacturer's warranty terms and procedures.

8.2 No Additional Warranty

Unless expressly stated in writing, the Seller provides no additional warranties beyond the manufacturer's warranty.

8.3 Warranty Exclusions

Warranties do not cover:

- Power surges
- Lightning damage
- Water damage

- Physical damage
- Theft
- Misuse
- Negligence
- Unauthorised repairs or modifications
- Environmental damage

8.4 Warranty Claims

Warranty claims may require equipment to be returned to the supplier or manufacturer for assessment.

Repair or replacement turnaround times are dependent on the supplier or manufacturer.

9. SOFTWARE AND LICENSING

Software licensing supplied remains subject to the vendor's terms and conditions.

The Buyer is responsible for ensuring ongoing compliance with software licensing requirements unless managed under a separate agreement.

The Seller is not responsible for third-party software defects, licensing changes, subscription cancellations, or vendor policy changes.

10. VPS, HOSTING, AND CLOUD SERVICES

10.1 Availability

The Seller will use reasonable efforts to maintain service availability but does not guarantee uninterrupted uptime.

10.2 Acceptable Use

The Buyer may not use services for:

- Illegal activities
- Spam
- Malware
- Cryptocurrency mining
- Copyright infringement

- Excessive resource abuse
- Offensive or unlawful content

10.3 Suspension

Services may be suspended immediately for:

- Non-payment
- Security threats
- Abuse
- Illegal activity

10.4 Data Responsibility

Unless specifically included in writing, the Buyer remains responsible for maintaining backups.

11. CCTV AND SECURITY INSTALLATIONS

11.1 Scope

Installations are limited to the agreed quotation and scope.

11.2 Recording Retention

Storage retention depends on recording settings, storage capacity, and system activity.

11.3 Remote Access

Remote viewing depends on internet connectivity, router compatibility, ISP functionality, and third-party applications.

11.4 Legal Compliance

The Buyer is responsible for ensuring compliance with all surveillance and privacy laws.

12. NETWORK AND SYSTEM MONITORING

Monitoring services are provided on a best-effort basis.

The Seller does not guarantee:

- Prevention of outages
- Prevention of cyberattacks
- Prevention of hardware failure
- Immediate detection of all faults

Monitoring depends on internet connectivity, device availability, and functioning monitoring agents.

13. BACKUPS AND DATA LOSS

Unless expressly contracted in writing:

- The Buyer remains solely responsible for maintaining backups.
- The Seller shall not be liable for data loss.
- Backup systems may fail due to hardware, software, storage, internet, power, or third-party failures.

The Buyer is encouraged to regularly verify backup integrity.

14. CYBERSECURITY

The Seller will implement reasonable security practices where applicable but cannot guarantee protection against:

- Hacking
- Malware
- Ransomware
- Phishing
- User negligence
- Zero-day vulnerabilities
- Third-party compromises

Cybersecurity remains a shared responsibility.

15. THIRD-PARTY PRODUCTS AND SERVICES

The Seller may supply or rely on third-party hardware, software, cloud services, internet providers, hosting providers, or vendors.

The Seller shall not be liable for failures, outages, delays, pricing changes, or discontinuation caused by third parties.

16. RETURNS AND REFUNDS

16.1 Special Orders

Special-order, imported, customised, or non-stock items may not be returned unless defective.

16.2 Incorrect Orders

The Buyer is responsible for verifying specifications and compatibility before ordering.

16.3 Restocking Fees

Approved returns may be subject to supplier restocking fees.

17. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- The Seller shall not be liable for indirect, incidental, or consequential damages.
 - The Seller shall not be liable for loss of profits, downtime, business interruption, or data loss.
 - Liability shall be limited to the value of the goods or services supplied.
-

18. FORCE MAJEURE

The Seller shall not be liable for delays or failures caused by events beyond reasonable control including:

- Power failures
- Internet outages

- Supplier failures
 - Natural disasters
 - Civil unrest
 - Labour disputes
 - Government actions
 - Acts of God
-

19. POPIA COMPLIANCE

Both parties agree to comply with the Protection of Personal Information Act (POPIA) where applicable.

The Buyer remains responsible for lawful use and storage of personal information within their systems.

20. TERMINATION OF SERVICES

The Seller reserves the right to suspend or terminate services for:

- Non-payment
- Abuse of services
- Illegal activity
- Threatening or abusive behaviour
- Breach of agreement

Outstanding balances remain payable upon termination.

21. GOVERNING LAW

These Conditions of Sale shall be governed by the laws of the Republic of South Africa.

22. ACCEPTANCE

Acceptance of any quotation, invoice, delivery, payment request, or services supplied constitutes acceptance of these Conditions of Sale.

SELLER DETAILS

André Ehlers / Natlytics

Email: info@natlytics.co.za

Phone: 087 822 1255

Address: 271 Larch Road, BAH