

eNetworks Standard Terms and Conditions

1. Definitions

1.1 In these conditions: -

1.1.1 "the corporation" shall mean eNetworks 2013/183185/07.

1.1.2 "the customer" shall mean the person, firm, association, company or close corporation buying from the corporation.

1.1.3 "the Agreement" shall mean the corporation's agreement from which is completed at or about the time an enquiry is received from the customer. The agreement is further subject to the corporation's standard labour changes which are available on request.

1.1.4 "the goods" shall mean hardware/software and services.

1.1.5 "Hardware" shall mean computers, networking equipment, printers and the like.

1.1.6 "Software" shall mean Microsoft Windows, Adobe Photoshop and the like.

1.1.7 "Services" shall include labour, remote access, hosting of websites, hosting or e-mail, hosting of domains, provisioning of internet bandwidth and co-location of hardware.

2. Constitution of Agreement

2.1 The particulars endorsed in the agreement read with these conditions of sale shall constitute the corporation's offer.

2.2 The customer's acceptance of the offer shall be conveyed to the corporation by way of the agreement being duly signed and deposit paid by customer.

2.3 The corporation shall not be bound by any oral statements, recommendations figures, advise, specifications, price quoted, acceptances or representations by its agents or any of its employees.

3. Price and Price Increase

3.1 The price of the goods shall be as stated on the agreement unless varied accordance with 3.2

3.2 If there is any increase for whatsoever reason, in particular but not limited thereto, in the corporation's cost of the goods or change in the exchange rate prior to the delivery of the goods, or if any other taxes or duties are levied or if any other laws are promulgates which directly or indirectly increase the cost of the goods supplied by the corporation, the corporation shall be entitled to increase the price of the goods.

4. Payment

4.1 The price shall be payable by the customer to the corporation on the terms specified in the agreement attached.

4.2 Notwithstanding the provisions of clause 10, if any payment is not made on due date the customer shall at the discretion of the corporation forfeit any discount allowed to it and the full purchase price shall then become due, owing and payable.

4.3 All payments shall be made to the corporation free of deductions or set-off at the corporations bank.

- 4.4 Interest at prime as stipulated by the corporation's Bank will be charged on all overdue accounts.

5. Delivery

- 5.1 Delivery shall be as specified in the agreement provided.
- 5.1.1 all payments due by the customer to the corporation prior to delivery have been received by the corporation and;
- 5.1.2 all relevant information required by the corporation of the customer has been supplied.
- 5.2 Delivery shall be by sea, rail and road or as specified in the quotation.
- 5.3 The corporation's delivery note signed or countersigned by any employee of the customers shall for all purposes be deemed to be accurate in all respects and binding on the customer
- 5.4 In the event of the customer or his agent not being ready to accept the delivery of the goods, or not being there at the time of delivery, delivery shall be deemed to have been affected by the corporation and the corporation shall be entitled to store the goods at the cost and expense of the customer.
Accordingly, any payments due by the customer on delivery shall become due, owing and payable notwithstanding the fact that actual delivery has not taken place.
- 5.5 Insofar as the delivery of the goods are concerned, time shall be as specified in the agreement and in the event of any delay in delivery for any reason whatsoever the agreement shall not be cancelled and the corporation shall not be liable to the customer in damages
- 5.6 In the event of the goods as amplified in clause 1.1.5 are stored at the corporation's premises or any other place on behalf of the customer, and for a period longer than two calendar months, an additional storage charge to be determined by the corporation shall be charged.

6. Suspension of deliveries

- 6.1 if any amount due and payable by the customer to the corporation is in arrears, the corporation shall have the right, until such amount has been paid, to suspend any deliveries under this and/or any other agreement then in force between the corporation and the customer.

7. Risk and passing of ownership

- 7.1 Risk in the goods shall pass to the customer on delivery thereof, but ownership of goods shall pass to the customer only on the date of the payment in full thereof.

8. Exclusions

- 8.1 For a period of two months from date of invoice, if any of the goods as amplified in clauses 1.1.5 and 1.1.6 are latently defective and a claim lies against the corporation in respect of goods, then the corporation may at its option decide either to:-
- 8.1.1 Replace the defective goods; or
- 8.1.2 Reimburse the customer in respect of the price of the goods as against the delivery by the customer to the company thereof; or
- 8.1.3 Require the customer to accept the goods at a reduced purchase price.

- 8.2 A corporation decision in terms of 8.1 conveyed to the customer other than in writing and signed by the member of the corporation, shall not be binding.
- 8.3 The corporation shall not be liable under any circumstances whatsoever for any loss of profit or any direct or consequential damages arising out of any breach by it or any of its obligations under the agreement.

9. Claims against the corporation

- 9.1 Any claim against the corporation arising out of goods sold shall be made to the corporation in writing within 14 days after the delivery of the goods, and any claim not notified within the aforesaid period shall deem to have become subscribed.

10. Breach

- 10.1 The corporation shall be entitled to cancel this agreement and/or any part and/or any other agreement subsisting by written notice to the customers last known address and claim immediate payment of any monies due notwithstanding any earlier agreement or credit if:-
- 10.1.1 the customer fails to pay any amount due under this or any other agreement on due date thereof;
- 10.1.2 any cheque given to the corporation in respect of any indebtedness under this or any other agreement is dishonoured;
- 10.1.3 or the customer is sequestrated or is placed in liquidation or under judicial management whether provisionally or final, or
- 10.1.4 the customer comments any act or insolvency or enters into a compromise with their creditors;
- 10.1.5 "In the event of cancellation of the agreement, the customer shall forfeit any deposit given as damages/Roukoop" to the corporation.

11. Domicilium

- 11.1 The customer accepts as its domicilium citandi et executandi for all purposes hereunder the address as set out in the agreement.

12. Legal charges

- 12.1 In the event of the corporation instructing its attorneys to recover money or the goods from the customer, the customer shall be liable for the pay all legal costs ("on an attorney and customer basis") incurred by the corporation and including collection commissions.

13. Interpretation and Jurisdiction

- 13.1 The agreement shall be interpreted according to the laws of the Republic of South Africa.
- 13.2 The customer consents to the jurisdiction of the magistrate's court of Cape Town.