



inq. Digital South Africa (Pty) Ltd

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48 Grosvenor Road  
Bryanston  
Gauteng  
2021  
South Africa  
[www.inq.inc](http://www.inq.inc)

## **TERMS & CONDITIONS OF SALE OF PRODUCTS**

The conditions set forth herein (“the Conditions”) shall apply to all transactions for the supply of goods and/or equipment and/ or software (collectively the products”) by way of sale entered into, or to be entered into, between inq. Digital South Africa herein after referred to as inq. South Africa and the purchaser being any legal person, firm, partnership, close corporation or company, herein referred to as the buyer.

### **1. Terms.**

- 1.1.** In the event that the buyer requires products to be purchased, which inq. South Africa is able to provide by way of a sale to the buyer, inq. South Africa shall provide the Buyer with a quotation therefor and submit same to the Buyer for acceptance.
- 1.2.** Unless otherwise specified in a quotation and subject to fluctuations in the exchange rate, a quotation shall remain open for acceptance by the Buyer for a period of 7 (seven) business days from the date of receipt thereof by the Buyer, whereafter it shall expire and no longer be capable of acceptance by the Buyer, unless otherwise agreed in writing by inq. South Africa.
- 1.3.** Upon acceptance of a quotation same may not be cancelled, in whole or in part, or varied in any manner whatsoever, unless confirmed in writing by inq. South Africa.
- 1.4.** Suppliers/ manufactures/ developers/ inq. South Africa may levy a quote rejection fee at their own rates.
  - 1.4.1.** The product(s) described in a quotation therein shall be provided to the Buyer on the terms and conditions set out in this Agreement and/or the relevant supplier/ manufacturer/ developer’s terms and conditions and/or warranty as per clause 4 hereunder:
    - 1.4.1.1.** A return credit will only be considered, in the sole and absolute discretion of inq. South Africa, if the product is returned complete and with the original packaging within 7 (seven) days of delivery or



collection thereof by inq. South Africa or the supplier or manufacturer.

- 1.4.1.2.** The onus shall be on the Buyer to satisfy itself that the Products are for the purpose for which the Products are to be used, there being no obligation on inq. South Africa to guarantee such suitability.

## **2. Payment**

- 2.1.** Upon acceptance of a quotation inq. South Africa will issue an invoice for payment.
- 2.2.** Invoices are payable on a COD basis.
- 2.3.** Payment shall be effected in South African currency, without deduction or set off.
- 2.4.** 50% deposits are required on any amount exceeding R10000.00 to secure the order.
- 2.5.** All labour associated to installation of new or repaired devices performed onsite or remotely, is billable.
- 2.6.** Delivery and collection fees may be charged at R175.00 ex VAT per trip on all quotes less than R5000.00 ex VAT.
- 2.7.** Prices are subject to change resulting from fluctuations in foreign exchange rates.

## **3. Delivery**

- 3.1.** Any time or date specified for delivery by inq. South Africa or the Buyer, in respect of any sale of Product, shall be an approximation and a guide only.
- 3.2.** If inq. South Africa is unable to effect delivery of any part of the products on the date or time of delivery stipulated by it or the Buyer, the Buyer shall be obliged to take delivery as and when inq. South Africa can reasonably affect such delivery.
- 3.3.** inq. South Africa endeavors to effect delivery on any date specified by it or agreed upon by it but does not give any warranties of whatsoever nature or kind and shall not be held responsible for any damages of whatever nature, or loss of profit, or any consequential or indirect damages which the Buyer may suffer as a result of such later delivery.
- 3.4.** inq. South Africa is entitled to charge storage costs where the buyer requests inq. South Africa to withhold or postpone delivery of products. The Buyer undertakes to pay prior to taking delivery.
- 3.5.** The risk in and to the Products purchased shall pass to the Buyer upon delivery. Such delivery will be deemed to have been effected upon tender of the Products for acceptance by the Buyer within normal business hours, at the Buyers place of business or such other place nominated by the Buyer, or inq. South Africa's place of business, if the Buyer elects to collect the Products.



**3.6.** Unless the Buyer gives timeous notice of the partial delivery, the Buyer shall be deemed to have received the Products as set out in the delivery note and relevant invoices.

**3.7.** No carrier, as agent of inq. South Africa shall be obliged to enter the premises of the Buyer to enable offloading to be effected. However if such vehicle should enter the Buyer's premises, it shall be deemed to do so at the Buyer's specific instance or request, and in that inq. South Africa and/ or agents shall accept liability for damage or loss occasioned to the Buyer or any third party, arising in any way from such entry or for that matter, exiting from the Buyer's premises, or from the offloading thereof, or from any negligent act or omission of inq. South Africa of its agent carrier during the course of entering, exiting or offloading. Further, the Buer hereby indemnifies and holds inq. South Africa harmless against liability for any such damage or loss.

**4.**

**5. Supplier/ Manufacturer's Warranties**

**5.1.** inq. South Africa gives no warranties in respect of the Product whatsoever. Warranties are solely provided by the supplier/ manufacturer/developer of the Product.

**5.2.** inq. South Africa does not warrant workmanship, performance, suitability or compatibility of the Product. The Buyer must familiarize him/ her/ it with the scope and cover of such limited warranty, which includes provisions relating a failure to adhere to the supplier's/ manufacturer's/ developer's instructions and/ or use by an unqualified person.

**5.3.** Buyer shall be responsible to deliver and collect the defective Product to and from the supplier's/ manufacturer's/ developer's/ inq. South Africa's offices at Buyer's won expense and risk, (including the risk while the product is in possession of the supplier/ manufacturer during repairs).

**5.4.** It shall at all times use the product in accordance with and comply with the terms and conditions set out by the suppliers/ manufacturers/ developer and the Buyer hereby indemnifies inq. South Africa against all claims, losses, damages or expenses suffered or incurred by inq. South Africa as a result of or attributable to the Buyer's use of the Product and/ a breach by the Buyer of the provisions of the supplier/ manufacturer.

**5.5.** Buyer understands and agrees that the suppliers/ manufacturers/ developer's warranties start on the day of delivery of the Product to inq. South Africa regardless of the date of collection or delivery thereof to Buyer.

**6. Limitation of Liability**

**6.1.** inq. South Africa shall not be liable under any circumstances whatsoever, for any loss of profit or other special damages, out of any act of negligence and or omission on the part of inq. South Africa and/ or its employees or for



any other reason with the foregoing. inq. South Africa's liability shall be limited to the amount paid by the Buyer for the Product attributable to the cause of action.

- 6.2.** Buyer will defend, indemnify, and hold harmless inq. South Africa, their respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgement, interest, award, penalty, fine, cost, fees ( including import and export customs fees), or expense (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) ("Claims") arising out of or occurring in connection with the negligence or willful misconduct of Buyer or its employees or agents, including but not limited to: (i) any misuse or modification of the Products by Buyer or its employees or agents, (ii) any ( or failure to act) by Buyer or its employees or agents in contravention of any safety procedures or instructions that inq. South Africa or the manufacturer provides to Buyer or its employees or agents, or (iii) the failure to store, install, operate, or maintain the Products in accordance with the instructions thereof.

## **7. General.**

- 7.1.** No variation, amendment or alteration of these Conditions of Sale shall be of any force or effect unless reduced to writing and signed by a duly authorised representative of inq. South Africa and the Buyer.
- 7.2.** Wherever, in these Conditions, provision is made for the amendment or variation thereof between the Buyer and inq. South Africa, in writing, the onus shall be on the Buyer to establish that the representatives of inq. South Africa, entering into such variation or amendment to the terms hereof, was authorised to do so.

## **8. Force Majeure**

- 8.1.** If the agreement becomes wholly or partially impossible to perform due to causes beyond the control of inq. South Africa, such causes to include, but not be including vis major, casus fortuitus, any act of God, strike, theft, fire, explosion, riot, insurrection or other civil disorder, war (whether declared or not) or military operations, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control and shortage of transport facilities. Inq. South Africa shall be permitted to terminate this agreement at its its discretion. If deliveries of Products are delayed as a result of such causes, inq. South Africa shall not be construed as being in breach of this agreement.



## **9. Breach.**

**9.1.** Where the Buyer, in anyway, breaches the terms of this agreement, and does not remedy same within 24 hours of verbal or written to that effect, the inq. South Africa, at its own discretion may terminate this agreement and claim the return of the Products or immediate payment of the balance of the purchase price and shall be entitled to retain any monies already received from the Buyer, as damages.