

TERMS AND CONDITIONS

CARTRIDGE DEPOT (PTY) LTD (registration number 2015/437187/07 ("the Company") is a business in the Information Technology industry with a specific focus on printer consumables that markets laser and inkjet printer cartridges, as well as speciality media and storage products.

1. Agreement

These Terms and Conditions will apply to all agreements between the Company and the Customer. For sake of clarity, this will include all accepted quotations and no variation, alteration, cancellation of or addition to these Terms will bind the Company unless reduced to writing and signed by an authorised representative of the Company or contained in an invoice or other document issued by the Company. The Agreement will therefore be concluded once the invoice is issued to the Customer.

The Customer shall be entitled to return Products purchased within 10 (ten) business days, subject to such Products being unused, undamaged, in their original packaging and in a resale-able condition – Products should therefore not be opened if they are not for the correct printer.

In the case where a Customer has purchased the incorrect Product the Company reserves the right to exchange the Product or refund the Customer for the Product. Should the Company agree to refund the Customer, the Customer will be liable to pay a 5% (five percent) or 10% (ten percent) handling fee calculated on the selling price of the Product. The Company will refund the client by way of bank transfer within 48 (forty eight) business hours. Under no circumstances will the Customer be refunded in-store.

The Eclipse Product carries a 1 (one) year warranty against manufacturing defects and the Original Equipment Manufacturer Product carries a warranty against manufacturing defects as determined by the specific manufacturer. Should the Customer allege any of the Products provided to be defective in any manner, the Customer shall give the Company a reasonable opportunity and period to inspect same and determine the possible cause of alleged defect.

Should the Product be found to be defective the Company will replace the Product subject to availability. In cases of unavailability, the Company will refund the Customer in full by way of bank transfer within 48 (forty eight) business hours. Under no circumstances will the Customer be refunded in-store.

2. Price and Payment

In the event of over the counter purchases, the price will be provided by the cashier and will be payable immediately.

Payment of any amounts due by the Customer to the Company will be made free of exchange to the Company immediately after the invoice is issued.

Payment may be made via accepted Credit, Cheque or Debit cards or by bank transfer into the bank account of the Company, the details of which will be provided on request. All bank transfer and cheque payments will be subject to the payment being cleared by the Company bank before the Product will be released.

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is ZAR (South African Rand).

3. Privacy

The Company shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000(PAIA).

4. Ownership and Risk

The ownership of the products provided by the Company will remain in the Company unless payment of the said products has taken place.

The Customer will be held responsible for the damage and loss to the abovementioned Products and will carry the risk which will be limited to any damage caused as a result of the negligence or omission of the Customer which will include, but not be limited to, the miss-use of the products.

5. Liability

Under no circumstances will the Company be liable for direct, consequential, general or special damages arising out of:

28.1 The use of the Products by the Customer;

28.2 any other cause whatsoever; and the Customer hereby indemnifies the Company against all claims of whatsoever nature which may be made against the Company arising from the use by any person of the product provided in terms hereof.

The Company takes responsibility for all aspects relating to the transaction including sale of goods and services, customer services and support, dispute resolution and delivery of goods. The Company does not warrant that the Products purchased are fit for purpose and the Customer must therefore ensure that the correct Product is purchased.

6. Country of domicile

This agreement is governed by the law of South Africa and The Company chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, N4 Gateway Industrial Park, 190 Rooiberg Street, Willow Park Manor X65, Pretoria.

7. General

The Customer hereby consents to the jurisdiction of the Magistrate's Court in respect of all proceedings connected with this contract of sale, notwithstanding that the amount claimed may exceed the jurisdiction of the Magistrate's Court, provided that the Company will not be obliged to institute action in the Magistrate's Court.

The person/s signing the Invoice hereby warrant/s that he/she/they is/are duly authorised by the Customer to do so and indemnify/ies the Company against any loss or damages sustained by it in the event of such warranty being incorrect.

The Customer hereby acknowledges and agrees that the Company may, subject to giving the Customer 10 (ten) working days' notice, transfer; assign or cede any or all of its rights, as stipulated in this Agreement, against the Customer to any 3rd Party (Natural or Juristic). The Customer will not be entitled to cede or assign this Agreement.

The Parties warrants that they have the authority to enter into this agreement