

## 1. Agreement

The Client acknowledges understanding the terms and agrees to be bound by these Terms and Conditions. This is the full agreement between Nettek Networking cc (Nettek) and the Client, which supersedes all proposals or prior Agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement. No variation or cancellation of the terms hereof will have effect unless in writing and signed by both parties.

## 2. Validity of quotations

The quotation provided in this proposal is only valid for the number of days reflected in the quotation provided. Prices are subject to change, based on exchange rate fluctuations and/or supplier pricing (available stock). Should any quotation be approved past the expiry date, new pricing will need to be provided (if any).

### 2.1 Hardware

Hardware pricing is submitted based on pricing at time of quotation. All hardware pricing is valid for seven days from date of quotation.

### 2.2 Service and labour

Service/labour pricing is submitted based on requirements at the time of quotation. All service/labour pricing is valid for fifteen (15) days from date of quotation.

## 3. Variation of Work

Once the scope of work changes after commencement on an approved quotation and/or additional on-site service/labour is required, a variation order will be completed for confirmation before any variations are done. All variations are to be submitted in writing to Nettek and the salesperson who quoted the work.

## 4. Venue, Travel & Accommodation

Travel and accommodation costs for technicians, consultants and/or subcontractors are billed on the amount of days required to complete work. Any requirement for accommodation (if required) will be priced and billed on quotation and is valid for seven days.

## 5. Stock Purchase

Once a quotation has been accepted and deposit paid, stock is ordered to ensure the advantage of current pricing. All stock is kept at Nettek`s premises until the installation date. Unless indicated otherwise, in writing.

## 6. COD Clients

COD client quotations require a 70% deposit for any quotation accepted within the validity period.

## 7. Purchase Orders

If payment of invoices rely on Purchase Order system, the Client will forward same to Nettek`s accounts department when approving a quotation. Purchase Order numbers are only accepted for quote approval and scheduling of work for 30-Day account clients.

## 8. Client 30-day Accounts

30-Day accounts are subject to Management approval and based on annual spend with Nettek. Should you wish to apply for a 30-day account please email [ops@nettek.co.za](mailto:ops@nettek.co.za) for an application form.

## 9. Cancellation

Cancellation of any scheduled work must be done within 48 hours of scheduled installation date and will be subject to an administration fee of R550. Nettek will endeavour to return stock to the supplier, and refund the Client, minus any supplier administration fees. If stock cannot be returned, the Client will not be refunded for the pricing of the stock and the stock will be handed over to the Client.

## 10. Postponement and Deferment

If the Client request to postpone or defer an installation it will notify Nettek in writing within 48 hours of scheduled installation date. If stock has been ordered and delivered for the quoted work, the full fee in respect of the stock will become immediately due and payable. Stock will then be delivered to the client at a fee, until a new installation date can be confirmed.

## 11. Installation Dates

Dates for installation are NOT confirmed until receipt of required deposits for COD clients, Purchase Orders or signed Quotations for 30-Day account clients. Dates requested will only be held for 48 hours before scheduled date. Thereafter Nettek reserves the right to defer dates which is convenient for both Nettek and the Client.

## 12. Payments

All payments to Nettek will be made into the following account:  
Nettek Networking cc  
Bank: ABSA Bank  
Account No: 405 649 1122  
Branch: 50 6009

## 13. Late Charges; Interest

Any invoices not paid on or before the due date will bear interest until settlement of the total balance at 2% per month, calculated monthly in advance, compounded and capitalised.

## 14. Deposits

Deposits are negotiable at the discretion of Nettek. Any amendments to deposits, must be in writing from Nettek Management. Should deposit terms deviate from the standard 70%, the remaining percentage will be split into two deposits over the term of the installation. First deposit due before installation start date, second deposit during the installation (usually halfway) and final payment (balance) payable on invoice.

## 15. Working hours

Nettek cannot give 100% accuracy to how long a job may take due to outside influence, access to the site, availability of key holders and weather. Nettek aim to ensure that it completes any installation, opting for quality over quantity. Should there be any hold up on site outside its control, Nettek would be entitled to charge for additional hours to complete the work and not be held accountable.

## 16. Job Sheets

Nettek job sheets are signed by a person of authority or a representative of the Client. By signing the Nettek Job Sheet, the Client agrees to all charges associated with the installation and the completion thereof.

## 17. Legal Action

In legal action against the client for any matter or amount due, the client will pay Attorney and own Client fees. The Magistrate`s Court will have jurisdiction on all matters, irrespective of the amount due.

## 18. Domicile Address

The Client choose its *domicilium citandi et executandi* (address for the service of any official and/or court documents) at its address as set out in the quotation.

## 19. Indulgence

No indulgence which Nettek may grant to the Client shall constitute a waiver of any of its rights, 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 and who shall not be obliged to give to the Client any notice of the withdrawal or discontinuation of such indulgence prior to so exercising its rights against the Client.

Client signature: \_\_\_\_\_