



# TERMS & CONDITIONS

## Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## Definitions

For the purposes of these Terms and Conditions:

- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- Country refers to: South Africa
- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Coretech Group (Pty) Ltd, no 29 villa Dante, Fourways.
- Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- Service refers to the Website.
- Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- Website refers to Coretech Group (Pty) Ltd, accessible from [www.coretechgroup.co.za](http://www.coretechgroup.co.za)
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

## Terms of sale

All sales made by Coretech Group(Pty) Ltd to its customers are subject to these terms and conditions.



#### Orders:

All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased. Unless otherwise agreed, Seller may designate certain Products and Services as non-cancellable, non-returnable ("NCNR") and the sale of such Products shall be subject to any special terms and conditions contained in Seller's Order Acknowledgement or NCNR Letter, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere.

**Prices:** The prices of the Products are those prices specified on the front of the invoice. Pricing for undelivered Products may be increased in the event of an increase in Seller's cost, change in market conditions or any other causes beyond the Seller's reasonable control. Price quotations shall automatically expire in seven (7) days from the date issued, or as otherwise stated in the quotation.

**Taxes:** Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

#### Payments:

##### Cash Facility:

Coretech group has a strict 70% deposit on placement of orders and remaining payment of 30% within 48 hours after completion of installation.

The completion of CoC's takes a minimum of 3 weeks to complete, as Coretech Group is reliant on an electrical/gas inspector to make and request changes to ensure the installs are compliant. Therefore, costings for CoC and payments thereof is separate to the invoice payments for install completion.

The client is liable for all and any payments outstanding to Coretech Group and further legal action will be sought to retrieve payments thereof. Any charges for the attorneys will be for the client's bill.

##### Credit Facility:

Payment may be made by wire transfer (all fees are borne by the Buyer). Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction unless otherwise noted. On any past due invoice, Seller may impose interest at the rate of one and a half percent [1.5%] per month. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.

**Delivery and Title:** All deliveries will be made "EXWORKS" place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Seller's delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries

#### Returns:

By a Customer requesting return of products to Coretech Group, the Customer certifies that the products were purchased from Coretech Group and there has been no substitution of the product from another supplier, distributor or other source of the product. Any return must be in the original packaging and in unused condition except if approved for failure analysis/warranty evaluation by a Coretech Group sales

representative via a Return Material Authorization (RMA).

#### Exchanges:

Any item for exchange must be in new condition and in the original packaging. Exchanges must be requested within 30 days of delivery date. Defective item(s) may be exchanged/returned for the same item. Items purchased from Coretech Group that have been used or altered will not be accepted for exchange.

#### Return Freight / Restocking Fee:

Coretech Group reserves the right to charge cancellation and restocking fees, at a minimum rate of 15% to be deducted from the Customer refund. Coretech Group does not refund the original shipping and handling. Customer is responsible for all return freight charges.

#### Refunds:

Upon receipt and inspection of returned item(s), Coretech Group will advise of the refund status. In the case of factory warranty or failure analysis, Coretech Group will issue any applicable credit pending manufacturer confirmation of failure. Coretech Group initiates credits via the original method of payment within 14 days of approval. If an order is cancelled by the buyer prior to the stock or services being rendered, a refund will be issued within 30 days of cancellation of the order. Cancellation of all orders must be in writing by the buyer and sent to the company. A 15% cancellation fee will apply.



#### Limited Warranty:

Seller will transfer to Buyer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. Seller warrants to Buyer that Products purchased hereunder will conform to the applicable manufacturer's specifications for such products and that any value-added work performed by Seller on such Products will conform to applicable Buyer's specifications. If Seller breaches this warranty, Buyer's remedy is limited to (at Seller's election) (1) refund of Buyer's purchase price for such Production (without interest), (2) repair of such Products, or (3) replacement of such Products; provided that such Products must be returned to Seller, along with acceptable evidence of purchase, within 20 days from date of delivery, transportation charges prepaid. No warranty will apply if the Product has been subject to misuse, static discharge, neglect, accident, or modification, or has been soldered. SAVE AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, SELLER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.

Limitation of Liabilities: BUYER SHALL NOT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON (a) SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (b) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN SELLER, or (c) USE IN COMBINATION WITH OTHER PRODUCTS.

#### Use of Products:

Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from any other use of the equipment other than the intended use of the product; and Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale

#### Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

#### Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.



#### Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

#### "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Service or products, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon. (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

#### Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service and products. Your use of the Application may also be subject to other local, state, national, or international laws.

#### Disputes Resolution

If You have any concern or dispute about the Services or products, You agree to first try to resolve the dispute informally by contacting the Company.

#### Severability and Waiver

##### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.



#### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

#### Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

#### Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Services and products after those revisions become effective, you agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using our Services and or products.

#### Contact Us

If you have any questions about these Terms and Conditions, you can contact us on:  
[info@coretechgroup.co.za](mailto:info@coretechgroup.co.za)