

TERMS & CONDITIONS

(Archi-Tech standard terms of use, service and sale)

OVERVIEW

This website is operated by Archi Tech PTY Ltd. Throughout the site, the terms “we”, “us” and “our” refer to Archi Tech PTY Ltd. Archi Tech PTY Ltd offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

DEFINITIONS

In these terms and conditions:

- “The goods” means any goods, including software delivered electronically, and services as indicated on any forms, price lists, quotations, orders or invoices of ARCHI-TECH (Pty) Limited (“ARCHI-TECH”) or supplied by ARCHI-TECH.
- “Customer” means the legal or natural person purchasing any goods from ARCHI-TECH or supplied any goods by ARCHI-TECH.
- “ESD” means Electronic Software Delivery.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website, use any services or products provided by Archi Tech PTY Ltd. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features, services, products or tools which are added to the current site or offered directly to you shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website or use of services following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - GENERAL CONDITIONS

- 1.1 ARCHI-TECH reserves the right in its sole discretion to vary or amend any or all of these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on the Customer from the time that the Customer is notified thereof. ARCHI-TECH may give notice of such changes on its website, in email signatures, on quotations or any other manner reasonably likely to come to the Customers attention. The standard terms and conditions are available on our website at <https://www.ARCHI-TECH.co.za/terms-and-conditions>
- 1.2 This contract represents the entire agreement between ARCHI-TECH and the Customer on the matters dealt with herein and shall govern all future contractual relationships between ARCHI-TECH and the Customer.
- 1.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, including this clause, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of ARCHI-TECH. No agreement, whether consensual or unilateral or bilateral, purporting or obligate ARCHI-TECH to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of ARCHI-TECH.
- 1.4 No relaxation or indulgence with ARCHI-TECH may grant the Customer shall prejudice or be deemed to be a waiver of any ARCHI-TECH' rights in terms of these terms and conditions.
- 1.5 The Customer shall not cede its rights nor assign its rights or obligations under these terms and conditions.
- 1.6 The Customer undertakes to notify ARCHI-TECH within 7 (seven) days of any change of address or change of director, shareholder, address or the information as set out in this contract.
- 1.7 The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this contract.
- 1.8 Each of the terms herein shall be a separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.
- 1.9 The Customer undertakes to inform ARCHI-TECH in writing at least 14 (fourteen) days prior to the intended selling or alienating of the whole of or any part of the Customer's business and failure to do so will constitute a material breach of this contract entitling ARCHI-TECH to cancel the contract without further notice to the Customer.
- 1.10 Sales of certain goods are subject to the US Government enhanced proliferation control initiative (EPCI) which states that these goods may not be sold to or be used for the purpose of nuclear weapons/explosive devices, for chemical or biological weapons including key components for the production of such weapons, or for the purpose of missiles or missile systems which deliver weapons for mass destruction. The Customer undertakes to exercise due care to ensure that no such restrictions are breached by it.
- 1.11 Goods are manufactured for standard commercial use, and are not intended for use in critical safety systems or nuclear facilities.

- 1.12 ARCHI-TECH shall at any time, in its sole discretion, be entitled to cede, assign or subcontract all or any of its rights or obligations in terms of these terms and conditions, including the right to collect any payment, to any third party without prior notice to the Customer.
- 1.13 We reserve the right to refuse service to anyone for any reason at any time.
- 1.14 You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 1.15 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

SECTION 2 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

- 2.1 We are not responsible if information made available on this site is not accurate, complete or current.
- 2.2 The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.
- 2.3 Any reliance on the material on this site is at your own risk.
- 2.4 This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only.
- 2.5 We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site.
- 2.6 You agree that it is your responsibility to monitor changes to our site.

SECTION 3 – PRICING, QUOTATIONS, INVOICING AND MODIFICATIONS TO THE SERVICE AND PRICES

- 3.1 Where no quote is issued, the price of the goods shall be the price as set out in the price lists published by ARCHI-TECH (Pty) Limited ("ARCHI-TECH") at the time that the order is accepted or, where there is no published price, then the usual price charged by ARCHI-TECH.
- 3.2 ARCHI-TECH reserves the right to change prices and price lists from time to time.
- 3.3 Prices quoted are valid for a period of 24 hours from date of quote, and are subject to the conditions below:
The terms and conditions as set out in this agreement shall apply, to the exclusion of all of the Customers' terms, in respect of all transactions concluded between ARCHI-TECH and the Customer and shall apply to all quotations issued by and all orders processed by ARCHI-TECH and to the supply, sale and delivery of all goods or services by ARCHI-TECH, including delivery by ESD.
- 3.4 Foreign Exchange: prices quoted are subject to foreign currency fluctuations. In the event that the Rand fluctuates against the applicable foreign currency from the date of the quotation and the date on which the Customer's Purchase Order is accepted by ARCHI-TECH, ARCHI-TECH reserves the right to re-quote and ARCHI-TECH reserves the right to increase the price of such goods in accordance with the Exchange Rate increase.
- 3.5 In the event of the shipping, airfreight or other transportation costs increasing between the date of the quotation and the date on which the Customer's Purchase Order is accepted by ARCHI-TECH, ARCHI-TECH reserves the right to increase the price of such goods in accordance with the cost increase.
- 3.6 In the event of a manufacturer's price being increased between the date of the quotation and the date on which the Customer's Purchase Order is accepted by ARCHI-TECH, ARCHI-TECH reserves the right to increase the price of such goods in accordance with the manufacturer's price increase.
- 3.7 A purchase order or order placed against a quotation is deemed to be and shall constitute acceptance of that quote. ARCHI-TECH may accept any orders received from the Customer or their duly appointed specified users on ARCHI-TECH Distribution's online Portal in respect of goods constituting software.
- 3.8 ARCHI-TECH reserves the right to invoice Customers for goods ordered on ARCHI-TECH Distribution's online Portal and those which were procured upon written request either via a non-cancellable irrevocable order, official purchase order or an email instruction received.
- 3.9 Orders for software placed on ARCHI-TECH Distribution's online Portal by the Customers duly appointed specified users shall bind the Customer and be orders of the Customer.
- 3.10 ARCHI-TECH reserves the right not to accept any order.
- 3.11 Acceptance by ARCHI-TECH of any order and all delivery obligations are always subject to the availability of the goods.
- 3.12 All goods shall remain the property of ARCHI-TECH until paid for in full and are sold only with the original equipment manufacturers warranty. ARCHI-TECH gives no additional warranty on goods save to the extent expressly provided in any South African law. The Customer shall be responsible for checking specifications of goods and that they are fit for purpose.
- 3.13 Errors and Omissions are exempted and shall not bind ARCHI-TECH. ARCHI-TECH reserves the right, at any time, to correct any error or omission.
- 3.14 Unless otherwise stated in the quote, prices exclude VAT.
- 3.15 The Customer shall pay the amount on the tax invoice. Payment is due immediately save for credit approved Customers, in which event payment is due within 30 calendar days of date of the statement.
- 3.16 Where the Customer uses the postal (or any third party or delivery) service for any purpose, such service shall be deemed to be the agent of the Customer. Likewise, where the Customer uses Internet banking, the bank shall be deemed to be the agent of the Customer.
- 3.17 The Customer hereby consents and agrees that ARCHI-TECH may issue tax invoices, credit notes and debit notes (collectively "Invoices") to the Customer in electronic form (this includes Emails). ARCHI-TECH may issue separate invoices for each delivery. The Customer agrees to retain the invoices in encrypted and readable form for at least 5 years.
- 3.18 The Customer shall not for any reason withhold payment or make set offs or deductions from any payment due by it. No extension of payment terms will be effective unless reduced to writing and signed by a director of ARCHI-TECH.

- 3.19 ARCHI-TECH shall have the right to suspend deliveries and to exercise its rights in terms of clause 8 if any amount due by the Customer is unpaid.
- 3.20 If any amount is not settled in full on due date ARCHI-TECH shall be entitled, without prejudice to any of its rights, to:
- 3.20.1 immediately institute action against the Customer and/or
- 3.20.2 cancel the sale and / or any outstanding orders or deliveries, and
- 3.20.3 in all cases claim damages.
- 3.21 ARCHI-TECH will not give notice of a change of banking details other than by way of a letter, signed in manuscript (no electronically) by a director of ARCHI-TECH. The Customer is warned and agrees not to act on any other purported notice of a change of banking details and does so at its risk.
- 3.22 Prices for our products and services are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.
- 3.23 Prices quoted are valid for a period of 24 hours from the date of quote and are subject to change as is listed below:
- 3.23.1.1 Foreign Exchange: prices quoted are subject to foreign currency fluctuations. In the event that the Rand fluctuates against the applicable foreign currency from the date of the quotation and the date on which the Customer's Purchase Order is accepted by ARCHI-TECH, ARCHI-TECH reserves the right to re-quote and ARCHI-TECH reserves the right to increase the price of such goods in accordance with the Exchange Rate increase.
- 3.23.1.2 In the event of the shipping, airfreight or other transportation costs increasing between the date of the quotation and the date on which the Customer's Purchase Order is accepted by ARCHI-TECH, ARCHI-TECH reserves the right to increase the price of such goods in accordance with the cost increase.
- 3.23.1.3 In the event of a manufacturer's price being increased between the date of the quotation and the date on which the Customer's Purchase Order is accepted by ARCHI-TECH, ARCHI-TECH reserves the right to increase the price of such goods in accordance with the manufacturer's price increase.
- 3.23.1.4 A purchase order or order placed against a quotation is deemed to be and shall constitute acceptance of that quote.
- 3.23.1.5 No goods will be ordered or shipped until ARCHI-TECH can confirm payments have cleared into ARCHI-TECH's Business cheque account, along with signing and returning of ARCHI TECH (PTY) LTD STANDARD TERMS AND CONDITIONS
- 3.23.1.6 ARCHI-TECH reserves the right not to accept any order.
- 3.23.1.7 Acceptance by ARCHI-TECH of any order and all delivery obligations are always subject to the availability of the goods.
- 3.23.1.8 All goods shall remain the property of ARCHI-TECH until paid for in full and are sold only with the original equipment manufacturer's warranty. ARCHI-TECH gives no additional warranty on goods, save to the extent expressly provided in any South African law. The Customer shall be responsible for checking specifications of goods and that they are fit for purpose.
- 3.23.1.9 Errors and Omissions are exempted and shall not bind ARCHI-TECH. ARCHI-TECH reserves the right, at any time, to correct any error or omission.
- 3.23.1.10 Refunds: Refunds or exchanges on products purchased will only be allowed in the case of products being faulty or damaged on receipt of goods. Services must be cancelled or amended within 72 hours prior to booking in order to qualify for a refund - an admin fee of R1500 ex vat will be charged for any cancellation after a project has been accepted. Any cancellation made within 72 hours of a booking will not qualify for a refund. Any additional loss to the company caused by the cancellation of service may be deducted from the refund.
- 3.23.1.11 VAT is applicable on the sale of all hardware & services rendered.

SECTION 4 - PRODUCTS OR SERVICES (INCLUDING ORDERS AND DELIVERY)

- 4.1 Certain products or services may be available exclusively online. All products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- 4.2 We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.
- 4.3 We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.
- 4.4 We reserve the right to limit the quantities of any products or services that we offer.
- 4.5 All descriptions of products and services or pricing are subject to change at any time without notice, at the sole discretion of us.
- 4.6 We reserve the right to discontinue any product or service at any time. Any offer for any product or service made on this site is void where prohibited.
- 4.7 We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
- 4.6 The Customer hereby confirms that the goods and services on the tax invoice issued duly represent the goods and services ordered by the Customer (or its duly appointed specified users in the case of software) at the prices agreed to by the Customer and where performance/delivery has already taken place that the services and goods were inspected and that the Customer is satisfied that these conform in all respects to the quantity ordered and were received in good order and condition.
- 4.7 ARCHI-TECH is entitled to accept written or oral orders. All such orders and any variations to orders will be binding, subject to these standard terms and conditions and may not be varied or cancelled without prior written consent from ARCHI-TECH. ARCHI-TECH will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to make the order in writing.
- 4.8 Orders shall constitute irrevocable offers to purchase the goods or services in question at the usual prices of ARCHI-TECH as at the date when the Customer places the order of the goods or service, subject to clause 2 above, and shall be capable of acceptance by ARCHI-TECH by the written acceptance of the purchase order or delivery of the goods.
- 4.9 The Customer shall provide ARCHI-TECH with an order number when placing an order.
- 4.10 ARCHI-TECH shall not be obliged to accept any order and may cancel an order or resultant sale, at any time, without claim from the Customer, if the goods cannot be obtained at standard prices from the vendor for any reason.

- 4.11 The Customer shall be solely responsible for ensuring that all goods ordered from and / or reflected in any quote issued by ARCHI-TECH is correct, meets the end users' requirements and will be fit for purpose. ARCHI-TECH shall not be liable for errors by the Customer or their duly appointed specified users in selecting or ordering any goods.
- 4.12 Terms added by ARCHI-TECH to any quote shall be additional to those contained herein and the terms herein shall, unless otherwise expressly stated in the quote, prevail to the extent of any conflict.
- 4.13 ARCHI-TECH will not be held responsible for any misuse or fraud by the Customer or its duly appointed specified users of the ARCHI-TECH Distribution Portal or any software purchased and delivered.
- 4.14 ARCHI-TECH may require the customer to register users on the ARCHI-TECH Distribution Portal as a condition of use. The Customer shall be liable for and bound by all orders placed using its log on credentials or account. The Customer shall be responsible for managing its users and for removing users that are no longer authorised by the Customer to place orders on the Customers behalf.
- 4.15 Any delivery note (copy or original) signed by the Customer and/or its authorised representative and/or its nominated agent and held by ARCHI-TECH, shall be prima facie proof that delivery was made to the Customer.
- 4.16 ARCHI-TECH shall be entitled where necessary or with the prior consent of the Customer, which consent shall not be unreasonably withheld, to split the delivery of the goods ordered in the quantities and on the dates it decides.
- 4.17 In the event of the Customer choosing to engage its own third party to transport the goods, the Customer indemnifies ARCHI-TECH against any claims of any nature whatsoever that may arise from such an agreement with the third party or from any act or omission of the third party. Receipt of the goods by the third party shall constitute delivery to the Customer and the third party shall be the agent of the Customer.
- 4.18 ARCHI-TECH is entitled to engage a third party(ies) on its behalf to attend to the logistics, storage and transport all goods purchased by the Customer to the delivery address stipulated by the Customer.
- 4.19 Should the Customer wish to receive delivery of the goods by a more expensive method of transportation than that normally used by ARCHI-TECH, the Customer shall make such request in writing and, in the event that ARCHI-TECH agrees to arrange such special delivery the additional charges shall be debited to the Customer's account and shall be payable by the Customer.
- 4.20 ARCHI-TECH does not guarantee that the goods will be dispatched or delivered on any particular date and time, and the Customer shall have no claim against ARCHI-TECH in respect of any loss occasioned by any delay in dispatch or delivery of any goods ordered and/or services rendered, nor may the Customer cancel any order by reason of such delay.
- 4.21 Short deliveries must not be accepted, the short delivery must be recorded by the Customer on the delivery note and all the goods must be given to the driver of the delivery vehicle for return to ARCHI-TECH.
- 4.22 Goods received in a damaged condition must either be rejected or accepted and a note of the item and type of damage made on the front of the delivery note. Where the goods are rejected, the goods must be returned as per 6.7, above.
- 4.23 All goods taken on an evaluation, approval, demonstration basis or all goods taken on consignment by the Customer are deemed sold to the Customer at ARCHI-TECH's usual price if not returned to ARCHI-TECH in perfect condition in the original packaging and with all accessories and manuals intact within 5 (five) working days of delivery thereof to the Customer.
- 4.24 ARCHI-TECH reserves the right to stipulate minimum quantities and values of goods that can be ordered and to charge delivery charges, as and when necessary.
- 4.25 Goods constituting software may be delivered by way of ESD to the Customer. ESD may be by way of email, use of the ARCHI-TECH Distribution Portal, physical mass storage devices, other electronic download or provision of a software activation code, any of which shall constitute valid delivery of the goods. ARCHI-TECH may monitor the ESD process. Acceptance of the vendors licence shall be a condition of any download or use of software.

SECTION 5 – RETURNS AND REFUNDS

- 5 Whilst ARCHI-TECH is under no obligation to accept the return of goods, the Customer may apply to ARCHI-TECH for permission to return goods and if written permission is given:
 - 5.1 the Customer may return any defective goods to the premises of ARCHI-TECH or its nominee at the Customer's own cost;
 - 5.2 any item delivered to ARCHI-TECH will form the object of a pledge in favour of ARCHI-TECH for present and past debts of the Customer to ARCHI-TECH and ARCHI-TECH will be entitled to retain such pledge at a value determined as follows:
 - 5.2.1 the difference between the selling price and the value of the goods at the time that the debt became due;
 - 5.2.2 the value of any repossessed goods or retained pledge goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuator will be prima facie proof of the value.
 - 5.3 ARCHI-TECH reserves the right to charge a handling fee on goods returned.
 - 5.4 The credit control department must be notified of the relevant invoice, packing slip and batch numbers before any claim will be considered.
 - 5.5 ARCHI-TECH will follow the policies on any returned and/or faulty goods or goods which the vendor regards as "dead on arrival", as prescribed by the vendor responsible for the brand of goods. Details of prescribed vendor policies are obtainable from ARCHI-TECH.
 - 5.6 ARCHI-TECH's liability in terms of a manufacturer's warranty is restricted to, in ARCHI-TECH or the manufacturer's discretion, the cost of repair or replacement of faulty goods or services or the granting of credit. ARCHI-TECH assumes and shall have no liability at all for the preservation or loss of any data on any goods returned to ARCHI-TECH.
 - 5.7 In the case of repairs undertaken by ARCHI-TECH repair quotes given are merely estimates and are not binding on ARCHI-TECH.
 - 5.8 The Customer hereby agrees that any item returned for a repair may be sold by ARCHI-TECH to defray the cost of such repair if the item remains uncollected for a period of 30 (thirty) days after the repairs have been completed and the customer having been notified thereof.
 - 5.9 ARCHI TECH holds no responsibility to inaccurate data captured by whatsoever means, in the event of any correction required to be completed by ARCHI TECH on scanned digital files, ARCHI TECH reserves the right to charge hourly fees based on "post processing" fee rates, implemented & deduced solely by ARCHI TECH.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

- 6.1 We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per company or per order. These restrictions may include orders placed by or under the same customer account, orders that use the same billing and/or shipping address.
- 6.2 In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.
- 6.3 You agree to provide current, complete and accurate purchase and account information for all purchases made through us. For more detail, please review our Returns Policy.

SECTION 7 – WARRANTIES, LIMITATIONS, LIABILITIES AND INDEMNITY

- 7.1 Goods are sold only with the manufacturer's product specific warranties. All other guarantees and warranties, including common law guarantees and warranties in relation to goods and services, are hereby specifically excluded to the maximum extent permissible in law by ARCHI-TECH.
- 7.2 All warranties are immediately null and void should any equipment be tampered with or should the "seals" on the equipment be broken by anyone other than ARCHI-TECH or its appointed nominee, or should the goods be operated outside the manufacturer's specifications or warranty terms.
- 7.3 To be valid, warranty claims must be supported by the original tax invoice and the goods must be in their original packaging and must be accompanied by all accessories and manuals. All items must be returned in "as new" condition.
- 7.4 No warranties whether express or implied shall apply, other than those provided expressly in these Standard Terms and Conditions. ARCHI-TECH specifically disclaims the implied warranty of merchantability and fitness for a particular purpose. No representation or warranty, including but not limited to statements of capacity, suitability for use or performance made by employees of ARCHI-TECH shall be considered to be a warranty by ARCHI-TECH. Any such statements made shall not give rise to any liability or whatsoever nature on the part of ARCHI-TECH, its employees, subcontractors or subsidiaries. ARCHI-TECH will not be liable to the Customer for any loss, damage or expense of any nature, whether direct, special, indirect or consequential, including but not limited to loss of profits arising out of ARCHI-TECH's performance or the use of the goods or services rendered.
- 7.5 The Customer indemnifies and holds ARCHI-TECH (including its employees, subcontractors or subsidiaries) harmless against all claims of whatsoever nature that may be brought or threatened against ARCHI-TECH by any third party arising from or in connection with any act or omission of the Customer or its employees or any breach of any term of this Agreement by the Customer or arising out of any claim by the Customers duly appointed specified users.
- 7.6 The Customer shall not duplicate copyrighted material. In the event of the Customer duplicating copyrighted material, each attempt to do so will immediately render the full prevailing price in respect thereof payable to ARCHI-TECH.
- 7.7 We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- 7.8 We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- 7.9 You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- 7.10 You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 7.11 In no case shall Archi Tech PTY Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 8 - THIRD-PARTY LINKS

- 8.1 Certain content, products and services available via our Service may include materials from third-parties.
- 8.2 Third-party links on this site may direct you to third-party websites that are not affiliated with us.
- 8.3 We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.
- 8.4 We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.
- 8.5 Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction.
- 8.6 Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - OWNERSHIP AND RISK

- 9.1 All risk in and to goods sold by ARCHI-TECH to the Customer shall pass to the Customer on delivery thereof.
- 9.2 Ownership of all goods shall remain vested in ARCHI-TECH until the full purchase price has been paid.
- 9.3 Goods in the possession of the Customer bearing ARCHI-TECH's name, trademark, labels and/or serial no. are deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be re-possessioned by ARCHI-TECH and the Customer consents in such circumstances to the grant of a Court order entitling ARCHI-TECH to take possession of such goods.

SECTION 10 - BREACH OF CONTRACT

- 10.1 In the event of a breach of these terms and conditions by the Customer, or if the Customer is sequestrated or placed into liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgment granted against it within 7 (seven) days of the date of judgment or changes the structure of its ownership, ARCHI-TECH shall, without prejudice to any further rights herein or at common law, be entitled to:
- 10.1.1.1 Claim specific performance or cancel this agreement and claim immediate payment of all outstanding amounts and interest as well as any damages suffered; and
- 10.1.1.2 Take possession of all goods that have not been paid for in full and the Customer consents in such circumstances to the grant of a Court order entitling ARCHI-TECH to take possession of such goods;
- 10.2 All obligations of ARCHI-TECH shall be suspended without claim from the Customer where the Customer is in breach of any obligation to ARCHI-TECH.
- 10.3 No claim, from Customer, under these terms and conditions will arise unless the Customer has, within 30 (thirty) days of the later of the date on which the alleged breach or defect occurred, or the date on which the Customer should reasonably have been aware of the alleged breach or defect, given ARCHI-TECH 30 (thirty) days written notice to rectify any defect or breach of contract.
- 10.4 Neither party shall be liable to the other for any indirect, consequential or special damages howsoever caused or arising.
- 10.5 The Customer agrees that neither ARCHI-TECH nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer, nor shall the Customer be entitled to resile from these terms and conditions on those grounds.

SECTION 11 - LEGAL PROCEEDINGS

- 11.1 These terms and conditions shall be governed and construed under and in accordance with the laws of the Republic of South Africa.
- 11.2 ARCHI-TECH shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought exceeds the jurisdiction of the Magistrate's Court be entitled to institute action out of such court.
- 11.3 A certificate issued and signed by any director of ARCHI-TECH, whose authority need not be proved, in respect of any indebtedness of the Customer to ARCHI-TECH or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that such goods were sold and delivered, shall be prima facie proof of the Customer's indebtedness to ARCHI-TECH and prima facie proof of delivery of the goods in terms of this contract.
- 11.4 Any print out of computer evidence tendered by ARCHI-TECH shall be admissible evidence and the Customer shall not be entitled to object to the admissibility of such evidence purely on the grounds that such evidence is computer evidence.
- 11.5 The Customer's chosen domicilium address and email address in the purchase application form shall be recognised as the Customer's domicilium for all purposes in terms of this contract whether in respect of the serving of any court process, notices that payment of any amount is due or communications of whatever nature. Any service that comes to the attention of a director of a party shall be effective from such date regardless of the address or method of delivery.
- 11.6 In the event of the Customer breaching any of its obligations and/or failing to timeously make payment of any amount to ARCHI-TECH, the Customer agrees to pay, and shall be liable to pay, all legal costs incurred by ARCHI-TECH in enforcing its rights in terms of these terms and conditions on the attorney/own client scale including collection charges, tracing agent's fees, air fares and export fees.
- 11.7 Any document will be deemed duly received by the Customer within:
- 11.7.1 (twenty-four) hours of being emailed to the Customer's chosen domicilium email address; or
- 11.7.2 on being delivered by hand to the Customer or any director or member of the Customer.

SECTION 12 – ARBITRATION

- 12.1 ARCHI-TECH may elect at its sole discretion, to refer any dispute arising from or in connection with this contract to arbitration which arbitration award shall be final and binding on the Customer and ARCHI-TECH.
- 12.2 The arbitrator will be a person agreed upon by the parties or failing agreement, appointed by the Arbitration Foundation of Southern Africa (AFSA), who shall then finally resolve the dispute or issue in accordance with the Commercial Rules of the Arbitration Foundation of SA. ARCHI-TECH may elect not to have the arbitration administered by AFSA.
- 12.3 The arbitration shall be held at Cape Town.
- 12.4 The arbitrator shall give a reasoned written judgement and may award (and tax) costs on the High Court tariff.
- 12.5 There shall be a right of appeal where the quantum exceeds two million rand.
- 12.6 The provisions of this clause shall not preclude either party from access to an appropriate court of law for:
- 12.6.1.1 interim relief in the form of an interdict, mandamus, or order for specific performance, pending the outcome of an arbitration in terms hereof; or
- 12.6.1.2 any other form of relief on the basis of facts which are not disputed, provided that if a dispute arises in the course of the proceedings and ARCHI-TECH elects to refer the dispute to arbitration, they shall be stayed pending an arbitration on the dispute in terms hereof.

SECTION 12 - DISCLOSURE OF PERSONAL INFORMATION

- 12.1 The Customer understands that the personal information given in this credit application form is to be used by ARCHI-TECH for the purposes of assessing credit worthiness. The Customer confirms that the information given in this credit application form is accurate and complete. The Customer further agrees to update the information supplied as and when necessary in order to ensure the accuracy of the above information failing which ARCHI-TECH will not be liable for inaccuracies. ARCHI-TECH may store (or back up) personal information on computer servers situated outside of South Africa provided that the host country has data privacy laws in place.

- 12.2 ARCHI-TECH has the Customer's consent at all times to contact and request information from any persons, credit bureau or businesses including those mentioned in the credit application form and to obtain any information relevant to the Customer's credit assessment, including but not limited to information regarding the amounts purchased from suppliers per month, length of time Customer has dealt with each supplier, type of goods purchased and manner and time of payment. ARCHI-TECH may store data and personal information outside of South Africa provided that the country has reasonable data protection laws.
- 12.3 The Customer agrees and understands that information given in confidence to ARCHI-TECH by a third party on the Customer will not be disclosed to the Customer.
- 12.4 The Customer hereby consents to and authorises ARCHI-TECH at all times to furnish credit information concerning the Customer's dealing with ARCHI-TECH and information provided by the customer, to a credit bureau or credit insurer and to any third party seeking a trade reference regarding the Customer in his dealings with ARCHI-TECH.

SECTION 13 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- 13.1 If at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.
- 13.2 We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- 13.3 We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- 13.4 You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.
- 13.5 You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments.
- 13.6 You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 14 - ERRORS, INACCURACIES AND OMISSIONS

- 14.1 Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability.
- 14.2 We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- 14.3 We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.
- 14.4 No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 15 - PROHIBITED USES

- 15.1 In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:
- 15.1.1 for any unlawful purpose;
 - 15.1.2 to solicit others to perform or participate in any unlawful acts;
 - 15.1.3 to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
 - 15.1.4 to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
 - 15.1.5 to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
 - 15.1.6 to submit false or misleading information;
 - 15.1.7 to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
 - 15.1.8 to collect or track the personal information of others;
 - 15.1.9 to spam, phish, pharm, pretext, spider, crawl, or scrape;
 - 15.1.10 for any obscene or immoral purpose;
 - 15.1.11 or to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.
- 15.2 We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 16 - ENTIRE AGREEMENT

- 16.1 The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 16.2 These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or

contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

16.3 Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 17 - CONTACT INFORMATION

17.1 Questions about the Terms of Service should be sent to us at support@archi-tech.co.za