

**Komena.Com**

IT Specialist & Solution Provider



## VENDIFLEX Pty Ltd

Reg.No.: 2014/162905/07 • Not VAT Registered

A subsidiary of the Vendiflex (Pty) Ltd. Group of Companies

Telephone: 061-418-5800 • Cellular: 072-454-6809 • Fax: 086-617-0097

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## Standard terms and conditions list

### Standard terms and conditions list

Standard terms and conditions list applies at all times. “Vendiflex (Pty) Ltd” or “Vendiflex” or “Komena.Com” or “Komena” or “KDG” or “Face Book Magazines” or “FBMAG” or “SA Magazines” or “SAMAG” refers to “Vendiflex PTY Ltd T/A any of the respective companies” and will from herein be known as “The Company”. All logos are registered trademarks of their respective owners. Clients must accept ALL terms and conditions listed.

### Orders

All orders must be accompanied by an official irrevocable company order. All items ordered must be paid in full with order. Private orders will be accepted upon a guarantee of payment. Quotations are valid only for one (1) day, unless otherwise stated. No items will be returned for credit once order has been delivered. Any items returned for credit prior to delivery will be subject to a 20% handling fee with a minimum charge of R250-00. It is the clients full responsibility to ensure that all items are correctly ordered and delivered. “The Company” accepts no responsibility if incorrect items are ordered by the customer. Acceptance of quote whether it be Verbal or Written is binding.

### Pricing

Pricing is based on the current Rand/Dollar exchange rate on the date of a written quotation. Quotations are valid for 24 hours only without reconfirmation of pricing or stocks and are subject to a quote rejection fee. The actual selling price may vary due to the Rand/Dollar exchange rate and is finalised on the day of delivery. E&OE.

### Payment

Strictly Cash or Electronic Bank Transfer with Orders. No Cheques will be accepted at all. Strictly NO credit or terms of payment will be given or arranged by “The Company”. All prices are based on one order one delivery unless otherwise stated. All prices are quoted Net Exclusive of VAT. Any items for export will be arranged by the customer themselves, and the customer ensures that any payment will include the relevant taxes / vat of South Africa. The customer can then claim the relevant taxes / vat back from the receiver of revenue. A Quote Rejection Fee of 20% or R250-00 will be levied whichever is the higher amount. At no time will a refund be allowed.

### Ownership of Equipment

Full ownership and liability for the goods passes to the purchaser at the time of payment.

### Guarantees and Warranties

Guarantees : One (1) year unless otherwise stated on new equipment only. Second Hand Equipment Carry No Guarantee unless otherwise stated. “The Company’s” guarantee/warranty is limited to a guarantee of good workmanship in the assembly / repair / setting up of the equipment. Media and Consumables do not carry any warranty. Guarantees/Warranties/Support on the equipment or software are the Manufacturers and a decision on qualification to a guarantee/warranty claim rests solely with the Manufacturer. Guarantees/Warranties for the equipment commence on the date of invoice. The guarantee/warranty will be void if serial number label is missing, damaged, or if the equipment has been tampered with in any way. Guarantees/Repairs must be returned to “The Company” at our premises with the original purchase invoice and a full fault report. Clients using courier or postal services to send any repairs/faults to “The Company” Offices are for the clients cost, NOT “The Company”. All hardware and software is not guaranteed against compatibility. All compatibility issues and queries with software must be redirected to the respective software companies. Guarantee’s and support on software are specifically those of the respective software companies. If client requests onsite support this will be charged at normal call out rates. Any repair time quoted by “The Company” is purely an estimate only, and “The Company” accepts no responsibility for any delays or to be bound by it. Items that can be repaired will be repaired, however for items that cannot be repaired and is deemed as swopable, the item will then be swopped. This is at the sole discretion of the suppliers. Any swop outs will not be done immediately.

*Thank You for the business and using us as your IT Specialist or Advertising Partner.*

Banking Details: FNB, Account No: 623-668-663-44, Branch No: 250-053

Banking Details: Standard Bank, Account No: 303-238-712 • Branch No: 052-638

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## Specifications

Specifications/Prices may change without notice. Pricing is based on the Rand/Dollar exchange rate at the time of order.

## Deliveries

Deliveries are for the clients cost with a minimum charge of R75 for the first 20Km's return trip and thereafter R5-50/Km. Deliveries depend totally on the availability of equipment at the time of order. Courier services are available, which are for the clients cost. Courier service is available to any major city in South Africa. Certain products can cause delays if the product is EOF or Obsolete. We do however try our best to source these products or equivalents. "The Company" is also not responsible for any delays caused by any act whatsoever, such as strikes, etc.

## Software Licensing

"The Company" reserves the right to request proof of ownership of software before installation, setting up, or data recovery. "The Company" will not distribute by sale, loan, or any other method illegal copies of software. Attention is brought to the fact that certain "Shareware" is not actual free software but in fact limited licence software, which can be confirmed by reading the relevant licensing information on the software.

## "The Company" and its Staff

"The Company" will not be held responsible for any damage that might be directly or indirectly caused by "The Company" or any of its staff. It is up to the client at all times to ensure that the premises are safe for "The Company" and its staff to work in. Customer must ensure at all times that safe parking must be supplied for "The Company" vehicles. Any losses or damages to our vehicles or equipment while on site is for clients cost.

## Loss of Data

"The Company" is not responsible in any manner whatsoever for any loss of data on any machine brought in or on site for repair, service, virus removal, upgrades or any other reason that may occur. It is the client's responsibility at all times to maintain current backups. "The Company" will provide a backup service if requested at a quoted cost.

## Software and Hardware Support and Compatibility

"The Company" supplies the original software including all disks and manuals with all original software purchased. Please note that "The Company" does not do illegal software loading. If client does not have all the original software, a written quote will be supplied for the respective software. "The Company" reserves the right to charge for both software and hardware support, this includes telephonic support. Support costs will be quoted on and support will be provided against an agreed method of payment. "The Company" accepts NO responsibility for compatibility of software on any platform (Microsoft Windows 95/98/ME/2000/XP/7/8/8.1/10/Server, Linux, Macintosh, etc). If client upgrades their PC, they must ensure that all the software is compliant. "The Company" can offer at a quoted price to check whether certain software will run on the respective platforms, however "The Company" does not guarantee that the software will work or cause any loss of data or damage.

## Consequential Damages or Losses

All goods are supplied and all work is done on the condition that "The Company" shall in no way be liable to the client or any other party, for loss of contracts or profits or any loss or damage, whether direct or indirect, general, specific or consequential, how so ever caused or incurred, including such loss or damage attributable to its negligence or the negligence of its servants, employees or agents, or to any acts, omissions or defaults, or failure to carry out or full fill its obligations, or to defective and/or poor materials, workmanship or design. "The Company" will also accept no liability for loss or damage to any equipment, parts, materials or any other item of goods caused by either hijacking, theft, motor vehicle accident or any other method whatsoever. At all times the client ensures that all their hardware, software, or any product or item left with "The Company" is insured by the clients own insurance company, and any shortfalls or any other problems, queries, or items.

## Website Design and Hosting

"The Company" accepts orders from clients in writing either via order form or email, or verbally. Client accepts that verbal instructions is binding. All designs and intellectual property remain the sole property of "The Company". All designs of any artwork stays the property of "The Company" and on cancellation or end of any advertising contract "The Company" retains the right to remove and / or delete any and all adverts or work that it has done. "The Company" will after the cancellation or end of any advertising contract allow the option for the client/s to purchase the relevant adverts or work that was done. All fees charged by "The Company" are purely for advertising methods only and not for any other items unless stipulated to the client in writing from "The Company". We work with Pure HTML, other options can and will be quoted on. All data must be supplied by client within 7 days of signing of contract. **Payments to be done within 48 Hours of signing of contract with proof sent through to us via email or fax.** Renewals of Domains

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are payable on presentation. If no payment is received timeously (max 7 days), all services are subject to a soft lock, then after 30 days to a hard lock.

We will design a template for client to check and advise on changes within 2 weeks of receipt of all data. Thereafter client must advise in writing via email as to changes to be done to websites in accordance to contract. Final changes will be concluded within 1 week after client has sent through changes. We do however endeavour to complete the projects sooner depending on work load.

Once contracts are signed or verbal confirmation is given, no cancellations will be accepted. If Client cancels before end of contract then the balance of contract can either be transferred to a new package or forfeited. "The Company" is not responsible in any means whatsoever for loss of data or any delays that may be caused by third parties or "The Company" or "The Company's" Staff. "The Company" is not responsible in any way whatsoever to the ownership or copyrights to any data, images, logos, etc, supplied by clients for their websites. Client on signature of order / contract / invoice is noted as being fully authorised by the respective company and will be held personally liable if payment is not effected by company within specified time frame allocated. If clients wish to cancel they have to give a 1 calendar month written notice of such and the balance of the contract can either be transferred or forfeited. No refunds will be given unless approved by our office in writing.



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