

Biometric Time Solutions Terms & Conditions of Sale - Dec 2022

PRICING AND PAYMENT

All prices quoted by Biometric Time Solutions are quoted in South African Rands (R) unless otherwise agreed to in writing between Biometric Time Solutions and the customer.

Quotations are valid for a period of 14 (fourteen) days from the date of quotation after which Biometric Time Solutions reserves its right to re-issue a new quotation in respect of the goods and/or services requested by the customer.

Licence fees for the software are payable by the customer in full 14 (Fourteen) days before the expiry date and each subsequent invoice in respect of licence fees shall become payable by the customer in full, 14 (fourteen) days before, the expiry date of the annual licence. All hardware orders require a minimum of 50% deposit on order and full payment on delivery (unless stipulated otherwise in the quotation).

Payment of any amount due in respect of installation fees, training, hardware, etc. is to be made within 14 (fourteen) days of Biometric Time Solutions having invoiced the customer (unless stipulated otherwise in the quotation). All other invoices are payable before the customer is entitled to any activation codes for the software.

Amendments to fees and price increases: Biometric Time Solutions reserves the right to review licence fees payable together with pricing in relation to any of the goods or services provided by Biometric Time Solutions from time to time. Licence termination dates, together with price increases where applicable, will be communicated to existing customers 30 (thirty) business days prior to the termination date of the current customer's licence.

DELIVERY

Upon acceptance of the quotation, the Customer must agree to a delivery date within 2 (two) months of such acceptance.

Should the customer specify a delivery date later than 2 months from date of acceptance of quotation or, alternatively, should the customer cause delivery to be delayed for a period of 2 months or more, Biometric Time Solutions may, at its sole discretion, amend its original quotation to reflect any industry price increases that may have occurred during this period.

Should any installation or delivery of goods be cancelled as a result of the customer's failure to comply with the system Requirements for Installation (see below) or for any other reason, due to the customer having failed to perform its agreed duties, Biometric Time Solutions reserves its right to charge a reasonable cancellation fee to the customer. Under such circumstances, travel costs and installation time will be charged to the customer in addition to the reasonable cancellation fee. A 15% handling fee may also be applied to any hardware order cancellations.

OWNERSHIP

Ownership of all goods (other than software and publications provided by Biometric Time Solutions) will remain vested in Biometric Time Solutions until such time as the customer has paid the full purchase price of all goods to Biometric Time Solutions. Risk of all goods will pass to the customer on possession. Extra charges may be incurred if any delays are experienced on site that are out of the control of Biometric Time Solutions.

Ownership of all intellectual property vested in the software or publications provided to the customer will at all times remain vested in Biometric Time Solutions as the lawful licensor of the software and/or publications.

The customer as the licensee, in respect of such software or publications, is entitled to the use of the software and publications provided, for the agreed period of the licence granted and in return for the consideration paid.

HARDWARE WARRANTY

All hardware warranties are offered directly by the manufacturer of each device. If a device is found to be faulty Biometric Time Solutions will arrange to have it returned to the manufacturer for evaluation. The manufacturer will decide on repair or replacement according to their warranty policy.

Please note that Batteries do not carry any warranty due to uncontrollable operating conditions.

The service to collect and return warranty devices is chargeable at current labour and travel rates. Biometric Time Solutions will agree the terms of the return in each specific instance beforehand.

PLEASE NOTE: Biometric Time Solutions reserves its right to amend its terms and conditions from time to time.

Signed:

Date:

Company:

Position:
