

Conditions of Use

Centurion Technology Support Services CC

Company & Online Shopping Website

Terms & Conditions of Use

Legal Notice & Restrictions of Use

NOTE:

The use of this website is based on the following: Acceptance of "Terms & Conditions" and "Legal Notice & Restrictions"

Should you not Accept our "Terms & Conditions and Legal Notice & Restrictions" do not use this website further.

TERMS AND CONDITIONS

1. These terms and conditions (a) represent the entire CENTURION TECHNOLOGY SUPPORT SERVICES CC trading conditions and no alterations or additions may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of CENTURION TECHNOLOGY SUPPORT SERVICES CC (hereinafter called CENTURION TECHNOLOGY SUPPORT SERVICES CC) (b) will govern all future contractual sales relationships between the parties whereby the Customer purchases goods or services from ; (c) are applicable to all existing debts between the parties; (d) are final and binding and are not subject to an suspensive or dissolutive condition; (e) expressly exclude any conflicting conditions stipulated by the Customer; (f) supersede all previous conditions without prejudice to any securities or guarantees held by CENTURION TECHNOLOGY SUPPORT SERVICES CC and (g) apply to all servants, agents and subcontractors of CENTURION TECHNOLOGY SUPPORT SERVICES CC.
2. The Customer hereby acknowledges that he/she has read and understood each term of this agreement and accepts them as binding and acknowledges that the content reflects the true meaning of both parties and that this agreement has been entered into for the benefit of both the Customer and CENTURION TECHNOLOGY SUPPORT SERVICES CC.
- 3.1 The Customer agrees that neither CENTURION TECHNOLOGY SUPPORT SERVICES CC 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 any contract on those grounds.
- 3.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.
- 4.1 All quotes will remain valid for a period of 7 days from the date of the quote or until the date of issue of a new price, whichever occurs first. The validity of any price is subject to availability and to any increases in the cost price, including currency fluctuations, of CENTURION TECHNOLOGY SUPPORT SERVICES CC before dispatch of goods.
- 4.2 The Customer hereby confirms that the goods and services on the Tax invoice issued duly represent the goods and services ordered by the Customer 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 quality and quantity ordered and are free from any defects.
- 4.3 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by CENTURION TECHNOLOGY SUPPORT SERVICES CC shall be prima facie proof that delivery was made to the Customer and are in accordance with the quality and quantity reflected thereon.

- 4.4 All orders and variations to orders are subject to these terms and conditions. Only written orders and variations to orders will be accepted by CENTURION TECHNOLOGY SUPPORT SERVICES CC. This notwithstanding, CENTURION TECHNOLOGY SUPPORT SERVICES CC may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. CENTURION TECHNOLOGY SUPPORT SERVICES CC however reserves the right to refuse delivery or collection of any order until placed in possession of a written order form
- 4.5 CENTURION TECHNOLOGY SUPPORT SERVICES CC shall be entitled to split the delivery of goods ordered in the quantities and on the dates it decides, with the prior consent of the Customer, which consent shall not be unreasonably withheld.
- 4.6 CENTURION TECHNOLOGY SUPPORT SERVICES CC shall be entitled to invoice each delivery actually made separately.
- 4.7 The risk of damage to or destruction of goods is passed to the Customer on signature of the delivery receipt upon delivery to the Customer or the Customers nominated representative and the Customer undertakes to insure the goods fully, until paid for in full. CENTURION TECHNOLOGY SUPPORT SERVICES CC may recover insurance premiums from the Customer for such ordered goods that remain uninsured.
- 4.8 In the case of repairs undertaken by CENTURION TECHNOLOGY SUPPORT SERVICES CC, repair times given are merely estimates and are not binding on CENTURION TECHNOLOGY SUPPORT SERVICES CC; time is not of the essence of this agreement unless expressly agreed upon in writing by CENTURION TECHNOLOGY SUPPORT SERVICES CC. CENTURION TECHNOLOGY SUPPORT SERVICES CC shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any unforeseen costs and/or delayed repairs.
- 4.9 CENTURION TECHNOLOGY SUPPORT SERVICES CC is hereby authorized to engage a third party on its behalf and on the terms deemed fit by CENTURION TECHNOLOGY SUPPORT SERVICES CC to transport all goods purchased.
- 4.10 If the Customer chooses to engage in its own third party to transport the goods, the Customer indemnifies CENTURION TECHNOLOGY SUPPORT SERVICES CC against any claims of whatsoever nature that may arise from such an agreement.
- 4.11 Delivery, installation, commencement and performance times given are merely estimates and are not binding on CENTURION TECHNOLOGY SUPPORT SERVICES CC. CENTURION TECHNOLOGY SUPPORT SERVICES CC warrants that it will use its best endeavors to meet such delivery times; time is not of the essence of this agreement unless expressly agreed upon in writing by CENTURION TECHNOLOGY SUPPORT SERVICES CC. CENTURION TECHNOLOGY SUPPORT SERVICES CC shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any incorrect or delayed delivery, installation, commencement or performance. The customer undertakes to insure the goods while in transit, such insurance may be arranged by us.
- 4.12 All goods taken on an evaluation, approval or demonstration basis by the Customer are deemed sold within 3 working days of issue and all goods taken on consignment are deemed sold within 5 working days of issue if not returned in a perfect condition, in the original packaging with all accessories and manuals intact.
- 4.13 The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each attempt will immediately render the full prevailing price payable to CENTURION TECHNOLOGY SUPPORT SERVICES CC.
- 5.1 New goods are guaranteed according to the manufacturers product specific warranties only and all other guarantees and warranties including common law guarantees are hereby specifically excluded. Services carry no guarantee.
- 5.2 Liability under clause 5.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of CENTURION TECHNOLOGY SUPPORT SERVICES CC.
- 5.3 It is the duty of the Customer to return any defective goods to the premises of CENTURION TECHNOLOGY SUPPORT SERVICES CCs nominee at the Customers own cost.

- 5.4 Any item delivered to CENTURION TECHNOLOGY SUPPORT SERVICES CC will form the object of a pledge in favor of CENTURION TECHNOLOGY SUPPORT SERVICES CC for present and past debts of the Customer to CENTURION TECHNOLOGY SUPPORT SERVICES CC and CENTURION TECHNOLOGY SUPPORT SERVICES CC will be entitled to retain such a pledge at the value as determined in 13. 1
- 5.5 All guarantees are immediately null and void should any equipment be tampered with or should the seals on equipment be broken by anyone other than CENTURION TECHNOLOGY SUPPORT SERVICES CC or its appointed nominee, or should the goods be operated outside the Manufacturers specifications.
- 5.6 To be valid, guarantee claims must be supported by the original tax invoice and the goods in the original packaging of the goods and with all accessories and manuals intact. All items must be returned in and "as new" condition as received.
- 6.1 Under no circumstances will CENTURION TECHNOLOGY SUPPORT SERVICES CC be liable for any consequential or indirect damages or loss of profit or for any delictual liability for any nature whatsoever.
- 6.2 Under no circumstances will CENTURION TECHNOLOGY SUPPORT SERVICES CC be liable for any damage arising from any misuse or abuse of the goods.
- 7 No claim under these terms and conditions will arise unless the Customer has, within 7 days of the alleged breach or defect occurring, given CENTURION TECHNOLOGY SUPPORT SERVICES CC 30 days written notice by prepaid registered post to rectify any defect or breach of contract.
- 8 The Customer agrees to pay the amount on the Tax invoice at the offices of CENTURION TECHNOLOGY SUPPORT SERVICES CC (a) cash on demand; or (b) if the Customer is a Credit Approved Customer, within the terms as reflected on invoice and/or statement issued by CENTURION TECHNOLOGY SUPPORT SERVICES CC.
9. 1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature will be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by CENTURION TECHNOLOGY SUPPORT SERVICES CC, reduced to writing and signed by the Customer and a duly authorized representative of CENTURION TECHNOLOGY SUPPORT SERVICES CC .
- 9.2 The Customer is not entitled to set off any amount due to the Customer by CENTURION TECHNOLOGY SUPPORT SERVICES CC against his debt.
- 9.3 The Customer hereby agrees that any item handed in for repair may be sold by CENTURION TECHNOLOGY SUPPORT SERVICES CC to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed
- 10.1 The Customer agrees that the amount due and payable to CENTURION TECHNOLOGY SUPPORT SERVICES CC may be determined and proven by a certificate issued by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 10.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.
- 11 The Customer agrees that interest shall be payable on any moneys due to CENTURION TECHNOLOGY SUPPORT SERVICES CC at 2% above the Prime Overdraft rate quoted by Standard Bank Ltd., which interests shall be calculated on a daily balance and capitalized monthly from the date the moneys fell due to payment. A certificate under hand of any manager of the Standard Bank Ltd. shall be prima facie proof of the interest rate charged nor shall it be necessary to prove the signature or capacity of such manager.
- 12 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 8 above in the case of a Credit Approved Customer; or if the Customer commits a breach of any of these conditions, or being an individual, is provisionally or finally sequestrated or surrenders his estate, or being a partnership, is being dissolved, or being a company or close corporation is placed under a provisional or final order of judicial management or liquidation, or compromises or attempts to compromise generally with its creditors or if an order in terms of section 65 of the Magistrates Court Act 32 of 1944, as amended is issued against the Customer, or if he commits or permits any act that may prejudice the rights of CENTURION TECHNOLOGY SUPPORT SERVICES CC; then in any of these events CENTURION TECHNOLOGY SUPPORT SERVICES CC may in its sole discretion either; (i) entitled to immediately institute action against the Customer at

the sole expense of the Customer; or (ii) cancel the agreement and take possession of any goods delivered to the Customer by giving the Customer written notice to that effect; or (iii) claim damages. Furthermore, CENTURION TECHNOLOGY SUPPORT SERVICES CC shall be entitled to immediately suspend any delivery or service while the Customer is in breach of any of the terms of any contract between it and CENTURION TECHNOLOGY SUPPORT SERVICES CC. In the event of a breach and without restricting or revoking any other rights CENTURION TECHNOLOGY SUPPORT SERVICES CC may have in law, CENTURION TECHNOLOGY SUPPORT SERVICES CC shall have the right to claim from the Customer the following costs: if payment by cheque is referred to drawer for whatsoever reason, an amount of R60.00 per affected cheque; if the Customers debit order is returned due to lack of funds, an amount of R60.00; if default necessitates the telephonic contact of the debtor by CENTURION TECHNOLOGY SUPPORT SERVICES CC, an amount of not more than R50.00 per call; if default necessitates a personal visit by CENTURION TECHNOLOGY SUPPORT SERVICES CC, an amount of R 100.00 per visit; Cost for issuing a Letter of Demand at R 16.50; subject to the maximum costs recoverable in terms of the Magistrates Court Act 32 of 1944 as amended, Attorneys Act 33 of 1979 and Debt Collections Act 114 of 1998. These remedies are without prejudice to any other right CENTURION TECHNOLOGY SUPPORT SERVICES CC may be entitled to in terms of this agreement or in law.

- 12.1 The Customer hereby consents, in terms of Section 45 of the Magistrates Court Act of 1944 as amended to CENTURION TECHNOLOGY SUPPORT SERVICES CC instituting any proceedings arising out of this contract in the Magistrates Court for the district of RANDBURG otherwise having jurisdiction in terms of Section 28 of the Magistrates Court Act notwithstanding the fact that such proceedings are otherwise not within the jurisdiction of that court. CENTURION TECHNOLOGY SUPPORT SERVICES CC however reserves the right, in its sole discretion, to institute any action arising from this agreement in the High Court of South Africa.
- 12.2 In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes CENTURION TECHNOLOGY SUPPORT SERVICES CC to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor.
- 13.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be prima facie proof of the value.
- 13.2 The Customer indemnifies CENTURION TECHNOLOGY SUPPORT SERVICES CC completely against any damage whatsoever relating to the removal of repossessed goods.
- 13.3 If any goods supplied to the Customer are of a generic nature and have become property of the Customer by operation of law (confusio or commixtio) the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to CENTURION TECHNOLOGY SUPPORT SERVICES CC.
- 14 All goods supplied by CENTURION TECHNOLOGY SUPPORT SERVICES CC remain the property of CENTURION TECHNOLOGY SUPPORT SERVICES CC until such goods have been fully paid for.
- 15 The Customer shall be liable to CENTURION TECHNOLOGY SUPPORT SERVICES CC for all legal expenses (including collection fees) on the attorney own client scale incurred by CENTURION TECHNOLOGY SUPPORT SERVICES CC in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any collection or valuation fees incurred.
- 16 The Customer agrees that no indulgences whatsoever by CENTURION TECHNOLOGY SUPPORT SERVICES CC will affect the terms and conditions or any of the rights of CENTURION TECHNOLOGY SUPPORT SERVICES CC and such indulgence shall not constitute a waiver by CENTURION TECHNOLOGY SUPPORT SERVICES CC in respect of any of its rights herein. Under no circumstances will CENTURION TECHNOLOGY SUPPORT SERVICES CC be stopped from exercising any of its rights in terms of these conditions.
- 17.1 Any document will be deemed duly received by the Customer within (a) 3 working days of prepaid registered mail to any of the Customers business or postal addresses or the domicilium address of the Customer or to the personal address of any director, member or owner of the Customer; or (b) within 24 hours of being faxed to any of the Customers fax numbers or any director, members or owners fax numbers; (c) on being delivered by hand to the Customer or any director, member or

owner of the Customer; (d) within 48 hours if sent by overnight courier; or (e) within 24 hours of being telexed to the Customers telex number.

- 17.2 The Customer chooses as its domicilium citandi et executandi the business address as per the dealer application or such other address agreed upon between CENTURION TECHNOLOGY SUPPORT SERVICES CC and the Customer.
- 17.3 The Customer undertakes to inform CENTURION TECHNOLOGY SUPPORT SERVICES CC in writing within 7 days of any change of Director, Member, Shareholder or Owner address, or 14 days prior to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.
- 18 The Customer agrees to the standard prices of CENTURION TECHNOLOGY SUPPORT SERVICES CC for any goods purchased or services rendered, as published in its ruling price list.
- 19 The invalidity of any part of these terms and conditions will not affect the validity of any other part, each clause in this agreement being severable from the rest
- 20 Any order is subject to cancellation by CENTURION TECHNOLOGY SUPPORT SERVICES CC due to force majeure from any clause beyond the control of CENTURION TECHNOLOGY SUPPORT SERVICES CC including (without restricting this clause to these instances): inability to secure labor, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labor disputes, fire, flood, drought or legislation.
- 21 If at any time any amount of money due by the Customer to CENTURION TECHNOLOGY SUPPORT SERVICES CC is overdue for payment, CENTURION TECHNOLOGY SUPPORT SERVICES CC shall be entitled to suspend all deliveries to the Customer until all amounts are paid or, at the election of CENTURION TECHNOLOGY SUPPORT SERVICES CC, to cancel all outstanding orders in either of which events the Customer shall have no claim against CENTURION TECHNOLOGY SUPPORT SERVICES CC.
- 22 Prices are subject to change without prior notice.
- 23 The signatory warrants that he is the duly authorized representative of the Customer and that he has full capacity, whether legal or otherwise, to enter into any contractual agreement with CENTURION TECHNOLOGY SUPPORT SERVICES CC.
- 24 This Agreement and its interpretation are subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in clause 12.1.
- 25 Liability Limitation: Centurion Technology Support Services, employees, partners, subsidiaries, agents nor its suppliers will not be liable for any damages whatsoever, resulting from loss of data, profit or business arising out of the use of this website, services, material and/or any links. The use of this website, links to from this website or software downloads from the links are included for your convenience and used at your own risk.
- 26 Trademarks, Copyright , Trade Secrets, Intellectual Property, Patents or Publicity Rights of any product being advertised on this website belong to the manufacturer of the product and any misuse, libel, obscenity or abuse of these Rights may result in legal proceedings by the manufacturer. All registered Trademarks belong solely to the manufacturer in South Africa and other countries.
- 27 Posting or transmission to or from this website of any pornographic, child pornography, defamatory, harassing, unlawful, lewd, threatening, filthy, obscene, libelous, harmful or unlawful material is prohibited.
- 28 Privacy Notice: All personal information obtained from you will not be sold to a third party, Centurion Technology Support Services respects your right to privacy.
- 29 We will endeavor to ensure that the website is free of harmful content, virus and pornographic material.
- 30 ECT Act ♦ Required Information: In conformity with the Electronic Communications and Transaction ACT, 25/2002 (the "ECT ACT") we hereby, provide the following information:

Physical address: Shop 6, Centurion Auto City, 1030 Lenchen Avenue North, Centurion, Tshwane, South Africa

Company Registration Number: 2004/016350/23

Company VAT Number: 4060212620

Legal Status & Country of Registration: A CC company incorporated in accordance with the company laws of South Africa

Telephone Number: + 27 12 663 7836