



ITC PA & Security (Pty) Ltd t/a ITCPS
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STANDARD TERMS AND CONDITIONS:

These are our terms and conditions that you accept upon signature, verbally, deposit or otherwise of this quotation, upon commencement of your project. It is understood that you have read, understand and agree to our terms and conditions.

1. Quotations are not offers but are invitations to the Customer to do business and **ITC PA & SECURITY (PTY) LTD** may revoke these at any time or accept or reject in whole or in part any order placed upon it pursuant to the quotation.
2. A quotation is only valid for 20 days. If the customer fails to accept or reject a quotation within the 20 day period, it will be inferred as being rejected in whole by the Customer.
3. A contract shall only come into force if after receipt of the Customer's order or acceptance of the quotation, **ITC PA & SECURITY (PTY) LTD** confirms that such a contract has been concluded.
4. **ITC PA & SECURITY (PTY) LTD** requires a deposit of 50% before commencement of the work. The final balance is immediately due upon completion and handover of the system.
5. Interest on all overdue amounts (i.e. amounts not paid on the due date) shall be levied at the maximum interest rate allowed in terms of the Prescribed Rate of Interest Act 55 of 1975.
6. Interest shall be reckoned from the day upon which such amount becomes overdue of the amount concerned until the date of payment.
7. Notwithstanding that all risk in and to all equipment sold by **ITC PA & SECURITY (PTY) LTD** to the Customer shall pass on delivery, ownership in all equipment sold and delivered shall remain vested in **ITC PA & SECURITY (PTY) LTD** until the full purchase price in respect thereof and interest (if any) accrued thereon have been paid.
8. In the event of a breach of these terms and conditions by the Customer, or if the Customer is sequestered or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgement granted against it within 7 days of the date of judgement or changes the structure of its ownership, **ITC PA & SECURITY (PTY) LTD** shall be entitled to take possession of the equipment without prejudice to any further rights vested in **ITC PA & SECURITY (PTY) LTD**, and is hereby irrevocably authorised to enter upon the Customer's premises to take possession of such equipment without court order.
9. A 10% handling fee will be charged on all cancellations to offset administrative fees.
10. **ITC PA & SECURITY (PTY) LTD** shall not be liable for any loss or damages whether direct, indirect, consequential or otherwise (including, without limitation, loss of profits and loss of use) suffered by the Customer or any third party as a result of any cause arising in connection with any dealings between **ITC PA & SECURITY (PTY) LTD** and the Customer (including, without limitation the execution of the order, the supply of the equipment, the equipment, the use of the equipment, late completion and any cause arising from anything done or not done pursuant to the contract) whether such loss or damages results from breach of contract (whether fundamental/material or otherwise), delict, negligence or any other cause without limitation.