

# TERMS & CONDITIONS

(BRAVOSPAN 102 [REG NO 2011/024858/23] T/A SKYNATICS SECURITY TECHNOLOGY)

[NATIONAL SECURITY SOLUTIONS [REG NO 2018/605366/07 T/A SKYNATICS SECURITY TECHNOLOGY]

Last updated: February 16, 2022

Please read these terms and conditions carefully before using our service.

## 1. Acknowledgement

These are the Terms and Conditions governing the use of this service and the agreement that operates between you and the company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the service.

By accessing or using the service or purchasing any of our products, you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions, then you may not access the service or purchase the product.

Your access to, and use of, the service is also conditioned on your acceptance of and compliance with the Privacy Policy of the company. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the application or the website and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our service.

## 2. Interpretation and Definitions

### 2.1 Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to **BRAVOSPAN 102 t/a Skynatics Security Technology CC**, Unit 23 Dirk Smit Park, 14 Jakaranda Street, Centurion, 0157.

## 2.2 Definitions

For the purposes of this Return and Refund Policy the following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

- **Service** refers to the Website.
- **Website** refers to Skynatics Security Technology, accessible from <https://skynatics.com/>
- **Goods** refer to the items offered for sale on the Service.
- **Orders** mean a request by You to purchase Goods from Us.

## 3. Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms and Conditions.

Upon termination, your right to use the service will cease immediately.

## 4. Limitation of Liability

We cannot be held liable for any inaccurate information published on the website and/or any incorrect prices displayed on the website, save where such liability arises from the gross negligence or willful misconduct of **BRAVOSPAN 102 t/a Skynatics Security Technology CC**, its employees, agents or authorized representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to [stella@skynatics.com](mailto:stella@skynatics.com).

**BRAVOSPAN 102 t/a Skynatics Security Technology CC** shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from use of, or reliance upon, the website or the content on the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third-party website.

You hereby indemnify **BRAVOSPAN 102 t/a Skynatics Security Technology CC** against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third-party website.

## 5. Intellectual Property

All content included on the website, including but not limited to, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is our property or the property of our content suppliers and is protected in terms of intellectual property laws in South Africa. The compilation of all content on the website is our exclusive property and is protected by copyright law. All software used on the website is our property or that of our software suppliers and is protected by copyright law. The trademarks, names, logos and service marks (collectively "Trademarks") displayed on

the website registered and unregistered trademarks belong to us. Nothing contained on the website, except as expressly stated in the Terms, shall be construed by you as the granting of any license or right to use any trademark without our prior written permission. All rights in and to the content and trademarks are reserved and retained by us and/or our content suppliers. You further acknowledge that we and/or our content suppliers are the proprietors of all the content and trademarks on the website, whether it constitutes confidential information or not, and that you hold no right, title or interest in any such material.

## 6. Terms of Sale and Services

Products are displayed on the website and described in the most accurate way possible. However, **BRAVOSPAN 102 t/a Skynatics Security Technology CC** does not certify that the product descriptions, images or any other content of the website is accurate, complete, reliable and/or error free. We have made every effort to display as accurately as possible the colour of the products that appear on the site. As the actual colour you see will depend on your computer's monitor we cannot guarantee, however, that your monitor's display of any colour will be accurate. The products displayed on this site are subject to availability and will be delivered only within the defined areas as determined by the company. The company reserves the right, without prior notice, to discontinue or change pricing or specifications on products and services offered on this site without incurring any liability whatsoever.

A purchase contract ("sale") only comes into effect if and when you electronically submit a properly completed order ("order") for one or more products and payment has been made via EFT or bank deposit, with proof of payment sent to **BRAVOSPAN 102 t/a Skynatics Security Technology CC** and reflecting on our account with the correct reference as supplied by us. If your payment is not received or declined by your bank or credit card issuer, we cannot hold your order and your order will not be processed.

Please note that an order is merely an offer to purchase and **BRAVOSPAN 102 t/a Skynatics Security Technology CC** reserves the right to accept or reject your offer for any or no reason including, but not limited to, the unavailability of any product, an error in the price or the product description, or an error in your order. Please note that product stock of all items is limited with delays including manufacturing time. **BRAVOSPAN 102 t/a Skynatics Security Technology CC** will take all the reasonable attempts to ensure that special offers are ended when stock runs out. If we cancel due to our inability to fulfil your order in terms of the advertised price or product being sold out, we will provide a full refund of your order. Prices are shown in South African Rand. Prices of products are current at the time of display and are subject to change from time to time without notice.



## 7. Delivery of Products

**BRAVOSPAN 102 t/a Skynatics Security Technology CC** offers delivery of goods to you at no extra cost on days scheduled by the company in our usual area of delivery. If you want to make collection arrangements please contact our office, either because you do not fall in our usual area of delivery, or to expedite receipt. To check if you fall in our usual area of delivery, please communicate with our sales staff.

Orders will be processed within 2 working days of receipt of payment. Thereafter products will be dispatched and delivered within 7-10 working days, excluding circumstances beyond our control, e.g. manufacturing delays, strikes, acts of God, etc.

Stock will **NOT** be released unless payment is reflected in the bank.

Any delivery fee is non-refundable.

## 8. Changes to These Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

Please note it is your responsibility to check the website regularly to determine whether any changes have been made to the Terms and your continued use of the website will be deemed your acceptance of the Terms.

This agreement is governed by the laws of the Republic of South Africa. Therefore, the user, you, and **BRAVOSPAN 102 t/a Skynatics Security Technology CC** hereby submit to the jurisdiction of the South African Courts in respect of and concerning disputes arising out of this agreement.

## 9. OUR PRODUCTS AND SERVICES

Our product range: CCTV, alarms, batteries, surge protectors, trunking, power supplies, cabinets, junction boxes, conduit, cable, UPS, solar panels, accessories, connectors, tally rolls, point of sale, POE and Nanos.

Our overall service offering also entails “after-sales” support:

- Software and Installation
- Remote Support
- Training
- On-site support
- Maintenance

As from the 1<sup>st</sup> of February 2019, we no longer refund clients when our technician goes out on site. A standard call-out fee will be charged and payable before the technician goes to site, and thereafter the client will be invoiced for the remaining hours upon his return to the office.

- **Call-Out Fee** (if technician drives to site)

**R 550.00** + VAT within a 20km radius from our office

and **R 10.00** per km thereafter.

- **Labour Fee**

**R 350.00** + VAT for the first hour and **R 550.00** + VAT per hour during office hours.

**R 750.00** + VAT per hour is charged after 17:00.

Our technical team will do everything they can remotely before going out to the site.

### 9.1 Holding stock

We will do our best to hold stock for a client; however, we do work on “First Come, First Gets”.

In order to avoid disappointment, please communicate clearly with our sales person as to when you require the stock so that you can ensure prompt payment for us to hold and secure that stock.

### 9.2 Booking Demo Stock

No stock for demo purposes will be allowed without full payment. Once the unit is returned then a refund will be done, provided it is in selling condition with no scratches, no damage nor dirty, then only will the unit be accepted. Units must be in working condition with no indication that it was previously installed.

If stock is returned within 7 days of the invoice, a full refund less the admin fee of **R 150.00** will be refunded within one week.

If stock is not returned with 7 days of the invoice and no prior arrangement has been made with our management, then a 10% handling fee will be charged.

No returns will be accepted after 30 days of invoice date.

## 10. Returns and Refunds

### 10.1 Your Order Cancellation Rights

You are entitled to cancel Your Order within 2 days without giving any reason for doing so, provided product has not been opened, used, or installed. Please note a handling fee will be charged up until and no later than 30-days of invoice.

The deadline for cancelling an Order is 2 days from the date on which You received the Goods or on which a third party you have appointed, who is not the carrier, takes possession of the product delivered.

In order to exercise Your right of cancellation, You must inform Us of your decision by means of a clear statement. You can inform us of your decision by sending an email to: info@skynatics.com

We will reimburse You no later than 14 days from the day on which we receive the returned Goods. We will use the same means of payment as You used for the Order, and You will incur an admin fee for such reimbursement.

### 10.2 Conditions for Returns

In order for the Goods to be eligible for a return, please make sure that:

- The Goods were purchased in the last 7 business days after delivery
- The Goods are in the original packaging

The following Goods cannot be returned:

- The supply of Goods made to Your specifications or clearly personalized.
- The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over.
- The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items.

We reserve the right to refuse returns of any merchandise that does not meet the above return conditions in our sole discretion.

### 10.3 Returning Goods

You are responsible for the cost and risk of returning the Goods to Us. You should send the Goods to the following address:

**BRAVOSPAN 102 [REG NO 2011/024858/23] T/A SKYNATICS SECURITY TECHNOLOGY**  
**14 Jakaranda Street, Unit 23 Dirk Smit Park, Centurion, 0157**

**BRAVOSPAN 102 t/a Skynatics Security Technology CC,**  
14 Jakaranda Street, Unit 23 Dirk Smit Park, Centurion, 0157

We cannot be held responsible for Goods damaged or lost in return shipment. Therefore, We recommend an insured and trackable mail service. We are unable to issue a refund without actual receipt of the Goods or proof of received return delivery.

#### **10.4 Gifts**

If the Goods were marked as a gift when purchased and then shipped directly to you, You will receive a gift credit for the value of your return. Once the returned product is received, a gift certificate will be mailed to You.

If the Goods were not marked as a gift when purchased, or the gift giver had the Order shipped to themselves to give it to You later, We will send the refund to the gift giver.

#### **11. Courier or Delivery**

The delivery fee is a flat rate of **R 250.00** within Gauteng, but is increased and calculated owing to the weight and inclusion of a cable and a battery purchase.

We do NOT courier or deliver outside of South Africa. Couriers to be arranged by respective purchaser.

#### **12. Payment**

Due to the high increase in fraud, we advise that all payments done via EFT, MUST REFLECT in our bank account before any stock is released.

If you need to collect stock on the same day please ensure that EFT payments are mark “immediate” when transferring the funds and “proof of payment” is handed over to your sales person.

#### **13. Warranty**

We will warrant all items purchased from either our Edenvale or Centurion branch, provided the units are neither popped nor burnt. We advise surge protection to be installed with units.

Our Swop Out Policy is only applicable to TVT and Peak Power products if:

- The unit is not in working order, and
- The unit is under warranty

An original invoice MUST accompany a faulty unit.



Any other product will have to be returned to our respective supplier and thereafter we will advise whether or not it can be replaced.

#### **14. Equipment brought in for testing or warrantee**

We do NOT test third-party equipment. We will NOT take ANY responsibility for any equipment that a client brings into our store for TESTING – it will remain the client’s responsibility alone.

Tampering with a product and then requesting a warrantee swop out, opens room for the client to be blacklisted with ALL CCTV SUPPLIERS.

#### **15. Back-ups**

A fee of **R 550.00** + VAT per hour is charged for time spent backing-up hard drives or any other units whether in store or remotely.

#### **16. Training**

We offer training at our branches. Please refer to the Training Schedule.

#### **17. Applying for an Account**

**PRE-REQUISITE:** A minimum of R25 000.00 per month over three (3) months.

An administration fee of **R 250.00** per application will be charged accompanied with the following required documentation:

- Three (3) months bank statements
- All Identity Book copies of members/ directors
- FICA & RICA documents
- Proof of Residence and Business
- CK documents

#### **18. Supporting documentation**

This “Terms and Conditions” document is to be read in conjunction with the following:

- Our Privacy Policy
- Our Swop Out Policy
- Our Return & Refund Policy
- Our Payment Methods

For further information or queries pertaining to our Terms & Conditions, please email info@skynatics.com.