

BITRATE

Bitrate - Standard Terms & Conditions of Quotations and Invoices

Introduction:

*Goods ordered will remain property of Bitrate (PTY) LTD until fully paid for.
By purchasing from Bitrate (PTY) LTD you agree to our Terms and Conditions below.*

Correctly supplied products which have been opened will not be credited unless agreed to in writing.

Products which are sold new will ship with a full manufacturer warranty.

In this transaction with Bitrate (PTY) LTD, both parties agree that the law of South Africa and the manufacturer's laws be obeyed. These include international anti-corruption and bribery laws, GDPR, PoPIA & privacy laws.

To accept a quote and confirm your order, please email proof of payment or Purchase Orders to orders@Bitrate.co.za

TERMS AND CONDITIONS

Bitrate (PTY) LTD will be referred to as "Bitrate"
The purchaser will be referred to as the "Customer"

QUOTATIONS, ORDERS, PURCHASE PROCESS AND DELIVERY

1. A quotation which is issued by Bitrate shall be valid for 7 (seven) days effective from the date of issue.
2. All quotations and Purchase Orders are wholly subject to the availability of products and services.
3. Prices stated on the quotation and thereafter on any Purchase Order are subject to change from time to time, before payment is received for the product, where it is necessary to do, such as, but not limited to, foreign exchange currency fluctuations. Notice of any change shall be given to the Customer and the Customer agrees to pay the new price. If required by the Customer, the Purchase Order will be credited and a new Purchase order will be processed on the Customers behalf.
4. All quotations are issued in good faith by Bitrate who hereby reserve the right to retract any quotation issued at any time before acceptance thereof, for any reason whatsoever.
5. All quotations accepted/approved by the Customer must be returned to Bitrate accompanied with a signature thereon by an individual duly authorised by the Customer to accept/approve the quotation. A Purchase Order from the Customer will also suffice if it is signed by an authorised signatory.
6. The Customer Purchase Order must thereafter be forwarded to Bitrate, in writing and include the following information:
 - purchase order number;
 - company registration number;
 - VAT number;
 - details of the product and/or services including the quantities thereof;
 - referral to quotation number/attachment of signed quotation
 - refer to the pricing or price list issued by Bitrate;
 - clear and complete model numbers or SKU number;
 - stipulate how delivery or collection of the product shall take place;
 - any other requirements including installation requests;
 - end user details for licensing, maintenance and subscriptions;
 - detail the expected due date;
 - contact person, telephone and email;
 - state what currency payment is being made in;

BITRATE

- signature of individual duly authorised by the Customer.
- 7. The Purchase Order must be sent to finance@Bitrate.co.za
- 8. Any changes between a Quotation and a Purchase Order must first be approved in writing by Bitrate.
- 9. Any additional costs which are incurred as a result of any act or omission occasioned by the Customer, including suspension of work, modifications, failure or delay in giving any prerequisites that may add cost or delay a project shall be borne by the Customer. Additional time will be charged at Bitrate's cost of R1250.00 per hour.
- 10. The Customer agrees to pay the purchase price as per the terms on the quotation. All Orders will be processed when they are received, and invoices issued. Delivery and/or access to the products and/or services shall only be made and/or given upon receipt of payment in full unless alternative payment terms and/or arrangements have been agreed to in writing by Bitrate.
- 11. Payments made within South Africa or Namibia shall be payable in South African Rand.
- 12. Payments made from any other country shall be made in US Dollars.
- 13. Payment terms shall only apply if a pre-approved credit facility has been made available to the Customer.
- 14. Credit facilities and credit limits may be changed at any time at the sole election of Bitrate without any prior notification thereof being given to the Customer.
- 15. Discounts shall only apply where same have been approved in writing by a mandated Bitrate employee and approved by a director.
- 16. Where an Order may be cancelled in compliance with the CPA, Bitrate shall be entitled to charge a 15% handling fee if the cancellation was not caused by any action, fault and/or negligence of Bitrate.
- 17. For any subscription, maintenance or annual service, a PDF document will be provided to correctly document whom the main contact or contacts will be in order to provide correct information to the supplier. In some cases, Bitrate suppliers require an end user letter stating their reason for purchase due to compliance laws.
- 18. Any amount which remains outstanding and/or unpaid shall incur interest at 2% above the repo rate plus any additional costs incurred by Bitrate related to collections as a result of Customer's failure to make any payment on the due date.

DELIVERY, PERFORMANCE AND WARRANTY

1. Deliveries of Purchase Orders may be split.
2. Delivery arrival dates are estimates and shall not be binding on Bitrate. However, Bitrate will endeavour to deliver within a reasonable time. Any delay will be communicated to the Customer with valid reasons.
3. The Customer may arrange for collections at Bitrate premises.
4. Bitrate shall have the election to engage a third party to deliver the product to the Customer who shall be responsible for the costs of delivery.
5. Any costs which are incurred as a result of the Customer requesting delivery to be delayed shall be borne by the Customer.
6. A delivery or collection note will be signed by the Customer and an invoice and statement shall be sent via email.

BITRATE

7. Warranties are in accordance with the Supplier's specifications and shall be treated exactly as stated. The onus is on the Customer to ensure that the Warranty is understood. Any deliberate damage, incorrect use, mistreatment, tampering or defacement will void the warranty. The supplier's warranty terms shall apply.

RETURNS AND REPAIRS

1. The terms and conditions governing returns and/or repairs shall be subject to the application of the CPA, where applicable.
2. Warranty returns or repairs shall be documented according to our RMA requirements with the supplier.
3. Some products may be considered "repair by replacement" which in the case of out-of-warranty situations means the replacement item will have to be purchased.
4. In the case of a warranty replacement, the damaged product must be returned first.
5. In the case of a return, Bitrate reserves the right to charge a 20% handling fee based on the cost on the Invoice.

RISK AND OWNERSHIP

1. The risk of damage or destruction of any product passes to the customer on delivery.
2. Ownership of the product or service passes to the Customer on full payment.

CREDIT APPLICATION, SURETYSHIP AND PENALTIES

1. If credit is requested, the Customer shall be required to complete and submit an application form for credit which, if approved by Bitrate, requires that a separate agreement shall be entered into which contains the terms and conditions which govern the credit facility.
2. However, the Customer acknowledges and agrees that any outstanding amounts beyond 30 days from the date of invoice shall be viewed in a serious light and may adversely affect any application for a credit facility in the future.
3. Late payments and/or abuse of any credit facility shall result in a credit facility being suspended or alternatively withdrawn with all amounts due and owing being immediately due and payable.
4. Bitrate reserves the right to instruct its legal representatives to attend to issue summons to collect any arrears owing to itself by the Customer, the costs of which litigation shall be for the account of the Customer and costs shall be payable by Customers on the attorney client scale.
5. Personal surety may be required and shall improve the success of credit applications.

CONFIDENTIALITY

1. Personal Information and Data Privacy Is to apply to both parties being Bitrate and the Customer.
2. The Protection of Personal Information Act (POPIA) shall apply to this agreement.
3. The General Data Protection Regulation (GDPR) of the European Union shall, where applicable, be applied to this Agreement.
4. Any personal information shared and or transmitted between the parties shall be protected by both parties. All stored data must be protected by firewalls and end point protection. All electronically stored personal information must be encrypted.
5. Note that in the event that personal information exists in paper format such paper-based information must be secured in an appropriate manner.



BITRATE

6. Personal information shall be destroyed responsibly no later than 3 months from it becoming unnecessary to retain and proof of the destruction thereof shall be made available to the other party on request.

INTELLECTUAL PROPERTY

1. Intellectual property which is shared between the parties including third parties (manufacturer) remains the disclosing parties' property with all rights and title owned by either Party or Third Party to this agreement, their partners, customers or suppliers.
2. Neither party shall change or alter the rights and title without prior written approval by the intellectual property holder.
3. Trademarks will be displayed according to the requirements of the holder of the Intellectual Property.

Refer any further queries to **invoices@bitrate.co.za**