

## General Terms and Conditions

### Introduction

Welcome to Nortech International Proprietary Limited on the worldwide web. We urge you to take the time to read the terms and conditions contained in this Visitors Agreement. By visiting the site we point out that you agree to the terms and conditions contained in this Agreement and confirm that you know, understand and acknowledge the terms and conditions of the following policies :

Privacy Policy,

Agreement of Sale and Payment Policy,

Product Delivery and Returns Policy.

Warranty Policy

Nortech International may change the terms of this Agreement from time to time. By continuing to visit this site after we post notice of any such changes, you hereby agree to and are bound to such changes.

### Use of the Website

#### Personal information

Nortech International may request some personal information from you that might include your name, e-mail address, company name and/or a telephone number. The supply of this information is strictly voluntary if you are just viewing the website. Nortech International may use this information for other business purposes such as alerting you to product information and service information, site registration and order processing. It is possible to visit the site without providing us with any personal information. However, there are areas of the site that will require you to provide personal information, but we will notify you in the event that we require additional information from you. For more information on the collection of personal information please visit our Privacy Policy.

#### Data Collection and Domain Information

The collection of domain information by Nortech International relates to our analysis of the use of the site. Nortech Servers collects certain data from your Internet Protocol Address when you access our site. This information is captured by cookies which enables us to become familiar with site visits, frequency of visits and which aspects of the site are most often visited. This information is used strictly by Nortech International to improve the site and requires no action on your part. For more information about the use of cookies please see our Privacy Policy.

## **Intellectual Property**

Although we make this website freely accessible, we retain all rights associated to the materials, intellectual property and copyright in respect to this website. The materials available through the medium of this website are the property of Nortech International and its licenses. These rights are protected by copyright, trademarks and other intellectual property laws.

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## **Links**

We welcome links to our website. You are free to establish a hypertext link to this site on condition that the link does not state or imply any sponsorship or endorsement of your particular site by Nortech International. You may not frame any part of this website without prior written permission of Nortech International. Nor may you incorporate any intellectual property of this website or any of its licensors into another website or other service. Therefore you may not use any trademark or service appearing in this website without the prior consent of the owner of the mark, being Nortech International.

## **General Disclaimer**

Use of this website is entirely at your own risk. Because of the number or possible sources of information available through this electronic service and the inherent hazards associated with electronic distribution, there may be delays, omissions, inaccuracies or other problems with the information provided. In the event of your relying on this website or the material available through this website for any information and/or data, you do so at your own risk.

This website is provided to you as is. Nortech International and its agents, licensors and assigns cannot and do not warrant the accuracy, completeness, currentness, non-infringement, merchantability or fitness for a particular purpose of the information available through this website. Neither do they guarantee that the website will be error free or continuously available, or that the service will be free of viruses or other harmful comments. We disclaim any obligation to update or correct such information in the future.

## **Damages**

Under no circumstances shall Nortech International be liable to you or anyone else for any damages incurred by the use of this website. This provision includes without limitation any liabilities for consequential, special, incidental, indirect, punitive or other similar damages of whatsoever nature or type.

## **Privacy Policy**

### **Introduction**

At Nortech International the protection of your privacy is important. In order for us to conduct business with people accessing our website and in order for us to provide our customers with the required services, it is often required that we collect information relating to those accessing our website.

At Nortech International, however, we will take every effort to prevent the misuse of such information. The terms and conditions contained in this policy are governed in accordance with the laws of the Republic of South Africa. In the event of there being a dispute regarding contents of this page, such disputes will be dealt with within the jurisdiction of the South African Courts. In accepting the terms and conditions set out below, you hereby consent to the release of your personal information

We agree and/or undertake to process your personal information in accordance with the provisions of the Protection of Personal Information Act.

### **Collection and Use of Personal Information**

The information that this website gathers and collects will be by way of voluntary submission by you and /or by way of automatic collection.

Upon request Nortech International will inform you about the personal information that will be collected as well as the purpose for which the information is being collected. All information collected on this site will be collected within the scope of the legislation governing the collection of personal information.

This Website uses cookies which is an automated process of information collection. A Cookie stores personal information on the website such as user names and passwords. This website uses two types of cookies: The first being a session cookie which terminates all collected information upon expiry of the browsing session and the second being a persistent cookie that stores information after the browsing session has expired. The information collected by persistent cookies enables Nortech International to monitor and track customer usage and trends on the web site.

### **Personal Information Collected for Registration as a site user**

The following information will be collected from you when you complete the registration form:

Name and Surname  
Company Name  
Country  
State/Province  
Zip/Postal Code  
Physical address  
Postal address  
Email address  
Telephone and fax numbers

All information that is mandatory for the completion of the registration process will be made known on the registration form. The mandatory information is necessary to complete the registration process. In the event that you do not complete the mandatory information fields you will not be able to register as a site user.

Additional information collected via correspondence between yourself and Nortech International such as email, telephone conversations and any other form of communication will be stored for record purposes.

Once registered you may be requested to provide us with additional personal information to complete the security and verification process. This information may include but is not limited to the following:

Certified Copies of your Identity Document or Passport

Financial Information such as recent bank statements, credit card numbers and banking account details.

Where the registered user is a juristic person: certificate of commencement of business, memorandum of incorporation and public liability insurance certificates or any other documents that may be required to validate the legal capacity of the juristic person.

### **Forward Looking Statements**

This website may contain “forward looking statements” for purposes of the security laws of South Africa. Such statements may relate to, amongst other things, future economic performance, plans and objectives of management for future development and operations, projections of revenue and other financial matters, demographic projections and South African Republic income tax considerations, and terms such as may, will, shall, expect, anticipate, estimate or continue or the negative thereof, other variations thereon or other comparable terminology. In light of these forward looking statements Nortech International makes no representation or warranty that these events will in fact occur or be achieved.

### **Site Security**

At Nortech International we take all steps necessary to ensure that the personal information collected on this site is safeguarded against misuse, loss or alteration by third parties.

All sensitive information that you submit during the registration process will be secured by way of SSL encryption. This safeguard is in place to ensure that the information is protected at all times when you are online.

### **Payment Security**

Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site’s registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.

Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.

Nortech International does not have access to credit details or credit records of the client.

Virtual Card Services continually reviews and enhances its security in line with technological changes.

### **Website Monitoring**

Nortech International has the right, but is not obliged, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or

removing any materials from the Website.

## **Disclosure**

In circumstances where Nortech International believed that your best interest will be served they may share your information with Nortech's business partners who can in turn alert you about new products and services to improve your business. However, under no circumstances will information relating to any of your accounts, bank accounts and banking details, credit cards and ordering information be dispensed. Nortech International will safeguard and make every effort to ensure the security and confidentiality of this important information. Under no circumstances will any of this confidential information be disclosed to third parties unless Nortech International is legally compelled to do so and/or we receive your written notification to supply another party with this information

## **Sale Agreement**

### **Introduction: Entering the Agreement:**

Before you will be able to purchase any items listed or contained on this website you will need to subscribe and register as site user. This agreement of sale shall be binding and enforceable in terms of the Electronic and Communications Act 25 of 2002.

Before accepting the terms and conditions of this agreement you Warrant that:

- All personal Information provided by you on the registration form is true, correct and up to date.

In the event that the user is a juristic person, additional information such as, but not limited to, a certificate of commencement of business, memorandum of incorporation and public liability insurance certificates may be requested.

In the event that the Purchaser is a juristic person you warrant that:

- The juristic person as a separate legal entity has the legal capacity to buy, own or sell property. Entering into this agreement does not violate the constitution of the juristic person.
- The person(s) that accessed this web site has been duly authorized to enter into this agreement on behalf of the juristic person.

## **Price**

The purchase price(s) of the goods as detailed in any invoice is strictly net and shall not be subject to any discount whatsoever, unless otherwise stated in writing.

- The price will be reflected in South African Rands or American Dollars depending on the currency option that is selected by the customer;
- International prices are ex-factory prices and are exclusive of Value Added Tax (VAT);
- The total order price for international purchases will include shipping/delivery charges but exclude VAT.
- All south African purchases will be subject to Value Added Tax ;

- The Value Added Tax for South African purchases will be reflected in the total order price together with shipping/delivery charges;
- All prices are subject to alteration;
- In the event that a price alteration takes place Nortech will notify the customer of the alteration in writing
- the prices applicable to the contract shall be the ruling price(s) per item on the date that Nortech confirms receipt of the placement of the order;
- All prices are based on circumstances prevailing the date on which the contract is concluded and any price changes occurring between the date of the contract and the date of delivery brought about by legislation, the imposition of taxes, levies or other charges shall be for the account of the customer.

In the event of any order being given to Nortech on the customers' official user account, the customer shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorised to do so. Nortech's rights to suspend, refuse service, cancel orders or termination of the agreement as a whole remain strictly reserved should Nortech in its sole discretion become aware of the fact that the customer does not comply with the aforementioned provisions or the remaining provisions contained in this agreement.

**This information collected to for the placement of a purchase order will be used in accordance with the terms listed in our Privacy Policy.**

### **Product Availability**

Lead time is dependent on stock availability. Should we have stock available, orders will be dispatched as soon as proof of payment has been received and processed.

Should the product not be in stock please allow 60 working days plus freight transit time. This will allow for manufacturing and delivery of the goods.

Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence Nortech International will contact you via email and provide a revised shipping schedule.

### **Payment**

International Customers: Nortech only accepts MasterCard and Visa credit card payments for international orders.

In the event of an international credit card purchase the administration fees associated with the processing of the exchange rate will be for the account holder.

Payment shall not be set off against or withheld on account of any counterclaims of the customer unless same is acknowledged by Nortech in writing.

Local Customers: Nortech shall accept electronic fund transfers (EFT) transactions or credit card payments only.

All bank charges associated with the purchase of the goods shall be for the customer's account

All payments made to Nortech shall be made to the bank account referenced on the invoice.

Payment may only be made to Nortech in the currency in which the customer is invoiced.

### **Payment Terms & Reservation of Ownership**

Payment terms shall be by way of Electronic Fund Transfer, MasterCard or Visa Card in advance of shipment.

All goods sold by Nortech shall remain the sole property of Nortech until any and all payments so due by the customer have been cleared and received for the goods ordered. No product will be shipped or delivered prior to receiving payment in full.

### **Risk**

Notwithstanding any retention of ownership by Nortech, all risk in and to the products shall pass to the customer as upon the shipment of the goods in accordance with the conditions contained in the Shipment Policy.

In the event of the goods being delivered by Nortech to any third party on the instructions of the customer, the customer shall be deemed to have agreed that a signature on behalf of the third party on Nortech's delivery note shall constitute a valid receipt by the customer for the goods.

### **Governing Laws**

Nortech's registered Head Office is situated in the Republic of South Africa. To this end it should be noted that the information contained on this website has been prepared in accordance with the laws of the Republic of South Africa. Nortech cannot warrant that it complies with the laws of foreign countries. It is therefore your responsibility as the website user to ensure that you comply with the laws of the country from which you access this site.

By checking the tick box which reads "I confirm that I have read , acknowledged and understand the Terms and Conditions of the use of this website" a legally binding agreement is entered into between yourself and Nortech International as regulated by the Electronic Communications Act 25 of 2002 .

### **Entire Agreement**

These conditions constitute the whole and entire agreement between the parties. Any previous conditions or agreements in conflict with the provision herein contained are hereby cancelled and there are no agreements, representations or warranties between them other than those specifically set forth herein.

No indulgences on the part of any party in exercising any rights conferred upon such party in terms of these conditions shall constitute a waiver of such right, nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other rights under these conditions.

No variation or modification of these conditions shall be of any force or effect unless the same shall be confirmed, in writing, and signed by both parties, and then such variation or modification shall be effective only in the specific instance, and for the purpose and to the extent for which it was made or given.

## Product Delivery and Returns Policy

### Shipping

#### Specific Terms and Conditions for International Customers

Due to the mercurial nature of the laws governing Customs fees, Import taxes and other related import fees, you agree and acknowledge to the terms and conditions as set out hereunder. Your attention is also drawn to the fact that these terms and conditions are in conjunction with the Sale Agreement terms and Conditions as set out above.

#### General Shipping Terms

Save where the contrary has been agreed in writing:

Time for delivery shall not be the essence of any agreement between the customer and Nortech; Any date for delivery furnished by Nortech is estimated and Nortech shall not be liable for any delay in delivery (whatever the cause of such delay) nor for any loss or damage caused thereby or for any consequential loss or damage arising therefrom.

Delivery of goods shall be deemed to be effected under cover of a Proof of Delivery note (POD) as made out by the Freight Company delivering the goods to the customer.

Unless Nortech receives notice within three (3) working days of receipt by the customer of a consignment of goods that there was a shortfall or error in the consigned goods it shall then be deemed that the goods delivered were correct in all respects and that the delivery note/invoice correctly reflects the delivery and receipt thereof.

#### International Shipping Destination

The items will be shipped to your selected destination via a selected courier. After proof of payment has been received and the order has been processed Nortech will provide you with a tracking number via email.

As the purchaser of the items you will be responsible to familiarise yourself with the tax implications, custom duties and all other related Import fees applicable to your country. As the purchaser of the items you will be responsible for all fees associated with the import of the purchased items. We recommend that you contact your Local Authority to ensure that you are acquainted with the legislation governing customs, tax and import fees in your country.

#### Local Customers

Shipping of the Purchased Goods will be via hand delivery through a courier service. Once we have received proof of payment and the order has been processed we will provide you with a tracking number via email.

Please ensure the correct shipping address is provided from the outset as title and risk will pass to you once the order has left our premises.

## **Undeliverable Packages**

Occasionally packages are returned as undeliverable. Nortech will notify you in the event that this happens and make the necessary arrangements for re shipment.

In the event that the goods are returned as undeliverable the customer will be charged for re-shipment of the goods.

## **Returns**

Should you for any reason wish to cancel your purchase you will be liable for a 15% handling fee. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase. The goods must be returned to Nortech International at your expense undamaged in the original packaging and within 14 business days of the purchase.

## **Faulty Products**

### **Processing of Faulty Products for return to Nortech**

Within seven (7) business days of receiving the faulty goods, complete the warranty tag contained in the original packaging.

### **Complete the warranty tag and affix this tag to the product. This is required for maintaining identification and traceability**

The Customer must keep a copy of the tag as reference for the return.

Store the product in an orderly manner in an identified quarantine area until such time as it is returned to Nortech.

Nortech reserves the right to levy the repair charge for returned units where no fault is found.

Warranty return shipment must not include any other items other than warranty returns and product repairs.

## **Collection of Faulty Goods**

Upon receipt of return warranties at Nortech's receiving, they will be evaluated by the clerk and processed as per procedure for Internal Processing of Warranty Returns. A "Customer fault report" will be issued to the Customer once returned units have been processed.

## **Corrective Actions**

A register of all warranty return serial numbers and fault information is kept by Quality at Nortech.

Nortech reserves the right to levy the repair charge for excessive quantities of returned units where no fault is found.

## **Credit / Replacement Procedure**

For product returned during the warranty period, International customers will be issued with a credit note to cover equipment returned in accordance with this procedure. This credit equals

102% of the current price- list price of the product. (2% is added to cover handing costs incurred by the **Customer**.)

A Product that is returned after the warranty period is processed as a "repair". Export customers are issued with a credit note to equal 44% of the determined **Invoice** price of the product.

Products that have been out of warranty for more than five years are not accepted for repair by Nortech.

The Export Customer must send a new purchase order for the replacement of the units returned to Nortech. On the purchase order please state that this is warranty replacement.

### **Procedure for Return Shipments to be Cleared at Customs in South Africa**

The Customer must prepare warranty returns in suitable packaging to prevent damage during shipment to Nortech International.

Commercial Invoices provided for warranty returns must describe the goods as:

- Unsaleable product which has failed in use
- Not economically repairable.
- Returned to manufacturer to evaluate cause of failure
- The value for customs purposes is to be shown as 1% of original cost.

All shipments sent to Nortech must be arranged through the relevant Nortech sales representative.

In the event that you are buying on behalf of a juristic person with its registered address being different from the address as provided for delivery, you will be responsible for all costs associated with delivery to the intended destination.

### **Restrictions**

Nortech International cannot be held responsible for any governing laws that prohibit or restrict the import of the purchased items.

It is your responsibility to ensure that the items may be lawfully shipped and imported to your country.

Nortech will not be responsible for any shipment of items that is not allowed into the destination country.

## **Warranty Policy**

### **Introduction**

As our valued customer Nortech International offers you piece of mind when you purchase our products. We back all our products with a standard warranty period. The different product warranty periods are set out in the column below.

## Warranty Period

Products are covered by Warranty for the Periods outlined below.

PRODUCT	WARRANTY PERIOD
7 Series Detector Family	60 Months
Power Supply Modules	24 Months
Single Channel Detectors	24 Months
Dual Channel Vehicle Detectors	24 Months
All multi-channel Vehicle Detectors	24 Months
All vehicle I.D products	24 Months
Headcount Systems	24 Months
Keyline tags	12 Months
All PQ Cards	12 Months
All Other Access Control Products	24 Months
All other Electronic Modules	18 Months
Laminated Access Cards	6 Months

### Determination of Warranty date

The validity of warranty is determined from the serial number attached to the case of the product. Old serial numbers to units are unique except for the first seven digits which depict year and yearly quarter e.g. 0201202... means a unit is manufactured in 2012 during the months April, May or June.

### Acceptance by Nortech of a Product Under Warranty

Nortech International will require the customer to provide the information as provided on the warranty tag for verification of the product warranty.

Nortech International will NOT accept product which has been tampered with or in any way changed, modified, reworked, physically damaged or subject to "blowout" due to overvoltage.

Product returned **outside of the warranty period** can only be accepted for repair replacement.

Nortech reserves the right to levy the repair charge for returned units where no fault is found.