


 info@viperit.co.za

 +27 21 206 6670

 www.viperit.co.za



3 Putter Road,
Lakeside,
7945
Cape Town



VIPER IT SOLUTIONS

TERMS AND CONDITIONS

1. FINANCIAL TERMS

- 1.1 A quotation is valid for 7 (seven days), unless stated otherwise on the official quote.
- 1.2 Prices quoted may be adjusted based on the site audit and configuration verification process, where applicable.
- 1.3 Unless a price has been quoted by Viper IT Solutions (Pty) Ltd ("Viper"), which will then apply, the price of the services and/or goods shall be the current ruling price of Viper on the date that the services and/or goods are supplied /delivered to the Client.
- 1.4 Any delays or other unanticipated problems caused by the client which are beyond the control of Viper, this may result in additional fees for which invoices will be raised.
- 1.5 In the instance of time and material provided a minimum charge of one travel cost will apply.
- 1.6 All prices exclude VAT.
- 1.7 Prices are subject to exchange rate fluctuations, as and when applicable, and based on the quoted exchange rate.
- 1.8 Travel and accommodation costs and any other reasonable disbursements made by Viper in connection with the services rendered will be charged to the client at cost plus VAT. Motor vehicle travel is charged at the prevailing AA rate. This clause is only applicable when not covered specifically by the proposal.
- 1.9 All services required or goods ordered by the Client shall be prepared on an order form and sent by e-mail or hand delivered to Viper. On receipt of such order form by Viper, then such order shall be binding on the Client.
- 1.10 The Client agrees that in the event of any portion of an invoice of indebtedness being disputed, then the Client undertakes to forthwith pay the undisputed amount of such indebtedness according to the agreed terms of credit allowed in terms of this agreement.

Payment Terms:

Invoices are payable within 7 days of receipt thereof (job card will be attached to invoice). Where payment is linked to services, invoices will be rendered periodically against agreed to milestones, delivery and completion of work.


A security deposit will be required for any quotation higher than R5000-00.

The credit facilities may be withdrawn by Viper at any time without prior notice to the Client.

Interest is payable on overdue payments from 30 days of the date of invoice, at 3% for every 30 days an invoice is overdue.

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2. VIPER'S RESPONSIBILITIES

Viper will perform their services in a timely and professional manner and in accordance with best practice applicable in the IT industry.

3. CONFIDENTIALITY

- 3.1 All Viper staff are bound by a professional obligation not to disclose to a third party any information confidential to the Client. Likewise, the recipient of the information as per this document agrees to receive the information in confidence and to keep the information in confidence using the same degree of care as is used by the recipient to protect its own confidential information but in no event less than a reasonable degree of care.
- 3.2 Furthermore, Viper complies with the Protection of Personal Information Act 4 of 2013 ("POPI"). As a responsible party, Viper requires the Client's personal information to provide the services Client has engaged Viper to perform. Should this personal information not be provided, Viper will be unable to perform such services.
- 3.3 Should the Client withdraw its consent for Viper to use its personal information such withdrawal of consent does not automatically terminate this agreement, or the processing of Client's personal information in terms hereof, and any amounts due for Viper's work done to date shall immediately become due and payable by the Client.
- 3.4 Viper's ICT systems are POPI compliant and its staff have been properly trained in their roles and obligations in respect of POPI. As a 'responsible party' and an 'operator', Viper is POPI compliant.
- 3.5 A copy of Viper's data protection policy is available on [Viper IT Data Protection Policy](#) or on written request to Viper's information officer.

4. INTELLECTUAL PROPERTY


- 4.1 Viper retains all copyright and other intellectual property rights in all utilities, solutions, designs, techniques, methods, tools, processes, templates or other materials provided, created or provided either before or during the rendering of services by Viper.
- 4.2 Where Viper provides work or services at the specific request of a client, ownership in such work will only pass to the client when Viper has received full and final payment in respect thereof.
- 4.3 Viper further reserves the right, where fees have been invoiced and payments are outstanding, to exercise a lien in respect of those outstanding fees over any processes implemented, infrastructure and other solutions including any documentation relating thereto, which has been delivered to the Client.

5. OWNERSHIP

Ownership of the goods sold to the Client shall only pass once payment of such goods has been made to Viper in full. Risk of loss and damage in the goods shall pass to the Client upon acceptance of the Delivery Note and/or the Invoice whichever is applicable for such goods.

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6. LIMITATION OF LIABILITY

- 6.1 Viper shall not be liable, under any circumstances, for any complaints of claim for any alleged shortage or failure or the alleged goods to comply with the agreement, unless written notice is received by Viper within 48 hours after delivery of the goods to the client. This clause shall furthermore apply in the event that Viper provides any service to the Client.
- 6.2 Viper' liability to the Client for any damages allegedly sustained by the Client from any cause whatsoever, including any damages allegedly arising out of Viper' negligence or that of its servants, agents or sub-contractors, shall in any event and under all circumstances be limited to the replacement of goods and/or providing the services, whichever is applicable.
- 6.3 Under no circumstances shall Viper be liable in any way for any consequential damages, special or otherwise, including but not limited to lost business, loss of profits or anticipated savings, whether foreseeable or not.
- 6.4 Viper shall in any event not be liable in breach of contract or for breach of warranty or otherwise for any amounts which cumulatively exceed the total amount received by Viper in respect of the services performed in terms hereof.

7. NON-SOLICITATION


- 7.1 The Client undertakes that during the course of this engagement and for a period of six months following its conclusion it will not;
- 7.1.1 Solicit or entice away any member of Viper staff with whom the Client has had dealings in connection with this engagement.
- 7.1.2 Employ any such person or engage them in any way to provide services to the Client.

8. REQUIRED STANDARDS AND PRINCIPLES OF ETHICAL BUSINESS CONDUCT

- 8.1 Viper adheres to the highest levels of lawful, ethical and responsible business conduct and it requires its subsidiaries, as well as suppliers, customers and stakeholders of Viper, in their interaction with Viper, to adhere to similar principles.
- 8.2 The supplier / customer confirms that it has read and that it understands the above-mentioned policies and that it fully subscribes to the principles of lawful and ethical business conduct as are expressly or implicitly dealt with in the said policies. For the sake of clarity, the relevant principles are summarized as follows:
- Fair competition and avoidance of anti-competitive conduct
 - Integrity in business dealings – no corruption or bribery
 - Sustainability – no inappropriate risks for human and the environment
 - Equal opportunities in securities trading – no insider trader
 - Proper record keeping and accurate financial reporting – no deception
 - Fair and respectful working conditions – no discrimination
 - Respecting the legal rights of others – no infringement of intellectual property rights
 - No conflicts of interest between business and personal rights
 - Cooperation with the authorities – no misinformation

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- Compliance with laws, regulations, rule and standards, in South Africa and elsewhere
- Observance of ethical obligations without causing harm to others other than by fair commercial competitive practices
- Not to supply defective or dangerous products
- Not to improperly induce or influence someone by the provision of gifts, entertainment or other gratification
- To report any events or suspected events of bribery, corruption, improper inducement or influencing, or any other unlawful conduct
- To respect human rights and to uphold fair labour practices – no abuse of basic human rights or unfair labour practices (including child and forced labour)

8.3 Viper distances itself from any conduct that deviates from the principles referred to in 8.2 above and it reserves its rights not to deal with any party whose conduct is contrary to these principles. Viper therefore hereby reserves the right to terminate this agreement forthwith in the event that any information comes to its attention which causes it to conclude in its sole opinion, that in its conduct towards Viper in terms of or in connection with this agreement the supplier / customer has engaged in an act or omission which constitutes a material breach or disregard of the above-mentioned principles of lawful and ethical business conduct. Such termination shall be justified and lawful and shall not be capable of giving rise to any damages claims against or any other liability for Viper.

9. FORCE MAJEURE

Neither Viper nor the Client shall be liable in any way for failure to perform if the failure is due to causes outside the reasonable control of the party which has failed to perform.

10. TERMINATION

In the event of termination, for any reason whatsoever, fees and expenses incurred to the date of termination are payable by the Client.

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