



donkerhoekdata

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Below is our Terms & Conditions, relevant to the use of our products. These Terms & Conditions needs to be accepted by any potential client, in order to proceed with the use of our products.

In the case of Software being provided, the below Software License Agreement is also relevant, and would also need to be accepted by any potential client.

## **TERMS & CONDITIONS**

### **Training Requirement:**

- It is mandatory for all users to attend at least one training session before using our products. Failure to attend training may result in limited access to product features and support.

### **Minimum Recommended Hardware Requirements for Software Packages:**

- Operating System: Windows 10 Home / Pro (Not MAC)
- Software: Microsoft Office
- Memory: 4GB RAM or higher
- Processor: Core i3 2nd Gen. / AMD Ryzen 3 (Modern Pentium / Celeron should work, but not recommended)
- Disk Space: 5GB HDD space (SSD recommended)

### **FMA Software (Farm Management Africa):**

- The setup and installation of FMA software modules are included in the installation fee. Additional modules or customization may incur extra charges.

### **Remote Clocking Solution:**

- The remote clocking solution is compatible with Windows 8 and above. It is not compatible with Windows 7 or older versions.

### **On-site Work and Travelling-costs:**

- If any installations, training, or other work needs to be done on your premises, the following charges will apply:
  - Traveling Cost per KM
  - Traveling Time per Hour
  - Labour Hourly Rate

### **Compatibillity:**

- Our software is designed for Windows operating systems and is not currently compatible with Mac OS. Please ensure you have a Windows-based system for optimal performance.

### Payment Terms:

- The installation, training, setup, and the first year's annual license fees are payable upon completion of installation.
- Software license fees will be reviewed annually, subject to the Consumer Price Index (CPI) adjustments.
- All hardware is C.O.D.
- Hardware prices quoted are valid for a period of 7 days, and software prices are valid for 30 days.

### Installation Charges:

- Installation of hardware will be charged at our hourly labour rate.

### Additional Charges:

- Traveling costs and labour charges for copying data from one PC to another are not included in our License Fees and will be billed separately.
- Any request for changes to your software, 30 days after installation date, will be charged at our normal hourly labour rates.

### VAT:

- All prices mentioned above exclude VAT at the prevailing rate. The final invoiced amount will include VAT, based on the applicable rate at the time of invoicing.

### Deposit:

- A 50% deposit on hardware and software is required to initiate the installation process.
- The signed quote and the 50% deposit must be provided before installation.

### Warranty:

- All new computers, printers, coin scanner equipment, fingerprint readers, portable TMS readers, and probes are guaranteed for a period of 12 months from the date of purchase.
- Guarantees do not cover transport and labour costs. If a unit under guarantee needs to be removed, collected, and reinstalled by Donkerhoek Data, normal traveling and labour charges will apply. If the unit is returned by the client, only courier costs will apply for the return shipment.
- No batteries are included in any guarantee.
- The Flatbed Scale can only handle weights up to 50kg. Exceeding this limit will void the Warranty and repairs will be billable.

### Cancellation Policy:

- Cancellations made within 7 days after the purchase date, provided that the goods are in resalable condition, will incur a 25% handling fee, based on the current rate.
- SIM Cards for Remote Clocking devices remain the property of Donkerhoek Data, and needs to be returned if no longer in use or if the service is cancelled.
- If this quote is accepted and Donkerhoek Data continue with steps for setups or installation, and the quote is cancelled after five days, an admin fee of 50 % of the tender value will be charged.

### Quality of Products:

- We strive to deliver products of high quality and in good working order. However, if any problems arise with a newly purchased unit, please notify us within 7 days of the purchase date for a replacement.

### Repairs:

- If a unit is past the 7 days of purchase date and any problems arise, it will not be replaced as new. Instead, it will be sent to the manufacturer for repairs under warranty stipulations. Repairs are subject to availability of parts, and the ETA on repairs cannot immediately be specified when units come into our office or are sent to the supplier.

### Non-Replacement of Units:

- A unit will not be replaced within the 7 days of the purchase date or past the 7 days of purchase date if any of the following reasons apply:
  - Faults resulting from normal wear and tear
  - Damage arising from electrical surges due to power failure, including load shedding, or sea/air corrosion
  - Damage arising from a failure to adequately care for the product
  - Damage arising from unauthorized alterations to the product
  - Damage arising from liquid ingress (including, but not limited to water damage)
  - Damage arising from a natural disaster
  - Any product on which the serial number has been defaced, modified or removed
  - Scratching, cracking or breakage of the product's LCD screen.
  - Cracked, scratched, broken or modified plastic, or parts that have been altered, defaced or removed
  - Accident, misuse, abuse, negligence, commercial use, improper shipping, failure to follow instructions supplied with the product, or incorrect usage of the product.
  - Repairs not performed by the supplier.
  - Any other cause that does not relate to a product defect.
- In such cases, the unit will be sent to the manufacturer for repairs, and the repairs will bear costs.

#### Testing of Repairs:

- Any repairs sent back from Donkerhoek Data to a client must be tested within 7 days after receipt. If any problems are reported after 7 days, repair and courier costs will apply.

#### WiFi Issues and Call Outs:

- Donkerhoek Data does not take responsibility for being unable to fix Wi-Fi issues, as we do not have access to all clients' network setup or equipment. Any call outs with regards to Wi-Fi issues that cannot be resolved remotely will be charged. Any call outs on readers after the initial installation will also be charged. Call outs due to damage arising from electrical surges due to load shedding will be charged.

## **SOFTWARE LICENSE AGREEMENT FOR THE SUPPLY OF SOFTWARE BY DONKERHOEK DATA (the Owner)**

1. The Purchaser/User shall not :

1.1 copy, reproduce or translate the software nor communicate the software to any third party, including any person or concern affiliated with the Purchaser/User, without the prior written consent of the Owner;

1.2 make the software available, either partly or completely to any person other than the employees of the Purchaser/User, without the prior written consent of the Owner;

2. The Owner shall not be liable to the Purchaser/User or any third party:

2.1 for any loss or damage arising directly or indirectly in connection with this license, the software or the use of the software;

2.2 for any loss or damage arising directly or indirectly as a result of abuse, misuse or unauthorised use of the software;

2.3 in respect of anything which may constitute a breach of this license and arises by reason of circumstances beyond the control of either of the parties hereto;

2.4 for the loss of profits or for incidental, special or consequential damages arising out of or in connection with the sale, delivery, installation, servicing, performance or use of the software;

3. The Owner does not warrant that the software will be error free but if any of the software is demonstrated to the Owner within 90 days from the date of acceptance certificate to contain an error or malfunction, the Owner will use all reasonable endeavours to correct the error or malfunction or at its option replace the defective copy of the software free of charge, provided that the software has been used at all times properly and in accordance with the instructions of the Owner and no alteration, modification or addition has been made to the software without the prior written consent of the Owner.

4. The Purchaser/User hereby indemnifies the Owner and all its agents and representatives against any claims for loss or damage consequential or otherwise, of whatever nature, for any act or omission which may occur during the fulfilment by the Owner of its obligations under this contract.

5. In the event that The Purchaser/User wishes to terminate their License agreement with Donkerhoek Data, the Purchaser/User shall give Donkerhoek Data written notice of their intent to terminate the agreement and cease the use of the software, by completing the Software Cancellations form at the following link: <https://www.donkerhoekdata.com/links/>

For any access to the software, after the termination of the agreement and expiry of the license, a fee will be charged, and payable in advance.

The payment of this fee will give the user access to the software, for lookup purposes, for a period of One Month.

In the event of the software being used on a monthly/annual License basis and the monthly/annual License fee is fully paid, in advance, by the user:

1. Telephone support is included.

2. The Owner will at no charge and at Donkerhoek premises only, install upgrades to the software.

3. The User acknowledges that any and all of the intellectual property rights including trade marks, copy rights and other rights used or embodied in or in connection with the software are and will remain the exclusive property of the Owner;

4. The User will not question or dispute the ownership of any such rights at any time during the continuation in force of this agreement or thereafter.

The Purchaser/User acknowledges that it has read the terms and conditions governing the supply of software by the Owner as set out above and understands and agrees to be bound by all of the terms and conditions hereinbefore set out.