

## Request RMA

Please complete this for every product that needs to be returned. An RMA number needs to be issued before it is returned even if the item is not faulty. One of our support representatives will contact you with an RMA number once your request has been received.

Full Name (required)	
Company (required)	
Phone (required)	
E-mail (required)	

Number of items	Item code	Serial number	Reason for return	Packaging / condition
1				
2				
3				
4				
5				

Operating Environment

Details on hardware and software that the product was connected to:

Fault Description

Please provide a detailed description of the problem. This is required to verify the fault.

1.	
2.	
3.	
4.	
5.	

Special Instructions

Collection Address

I have read and accept the terms and conditions dated 6.09.13 (required)

Signed \_\_\_\_\_ Date \_\_\_\_\_

# Terms and Conditions

## Definition:

**“Syntech”** used herein shall mean: Syntech Technologies CC registration number 2002/035613/23 and/or any of its branches, franchises, associated entities, successors in title or assigns to whom this application is submitted.

**“Customer”** used herein shall mean the Applicant as set out in the application.

1 These terms and conditions:-

- (a) represent the entire Syntech trading conditions and no alterations or additions may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of Syntech;
- (b) will govern all future contractual sales relationships between the parties whereby the Customer purchases goods or services from Syntech;
- (c) are applicable to all existing debts between the parties;
- (d) are final and binding and are not subject to an suspensive or resolutive condition;
- (e) expressly exclude any conflicting conditions stipulated by the Customer;
- (f) supersede all previous conditions without prejudice to any securities or guarantees held by Syntech and
- (g) apply to all servants, agents and subcontractors of Syntech.

2 The Customer hereby acknowledges having read and understood each term of this agreement and accepts them as binding and acknowledges that the content reflects the true meaning of both parties and that this agreement has been entered into for the benefit of both the Customer and Syntech.

3.1 The Customer agrees that neither Syntech nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer nor shall the Customer be entitled to resile from any contract on those grounds.

3.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.

4 All quotes will remain valid for a period of 24 hours from the date of the quote or until the date of issue of a new price, whichever occurs first. The validity of any price is subject to availability and to any increases in the cost price, including currency fluctuations, of Syntech before dispatch of goods.

4.1 The Customer hereby confirms that the goods and services on the Tax invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance / delivery has already taken place that the services and goods were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any visible defects.

4.2 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Syntech shall be prima facie proof that delivery was made to the Customer and are in accordance with the quality and quantity reflected thereon.

4.3 All orders and variations to orders are subject to these terms and conditions. Only written orders and written variations to orders will be accepted by Syntech. This notwithstanding, Syntech may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. Syntech however reserves the right to refuse delivery or collection of any order until placed in possession of a written order form.

4.4 Syntech shall be entitled to split the delivery of goods ordered in the quantities and on the dates it decides with the prior consent of the Customer, which consent shall not be unreasonably withheld.

4.5 Syntech shall be entitled to invoice and deliver each order separately.

4.6 The risk of damage to or destruction of goods is passed to the Customer on signature of the delivery receipt upon delivery to the Customer or the Customer’s nominated representative and the Customer undertakes to insure the goods fully, until paid for in full.

4.7 In the case of repairs undertaken by Syntech, repair times given are merely estimates and are not binding on Syntech; time is not of the essence of this agreement unless expressly agreed upon in writing by Syntech. Syntech shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any consequential costs and/or delayed repairs.

4.8 Syntech is hereby authorized to engage a third party on its behalf and on the terms deemed fit by Syntech SA to transport all goods purchased.

4.9 If the Customer chooses to engage its own third party to transport the goods, the Customer indemnifies Syntech against any claims of whatsoever nature that may arise from such an agreement.

4.10 Delivery, installation, commencement and performance times given are merely estimates and are not binding on Syntech. Syntech warrants that it will use its best endeavor’s to meet such delivery times; time is not of the essence of this agreement unless expressly agreed upon in writing by Syntech. Syntech shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any incorrect or delayed delivery, tampering with installation, commencement or performance.

4.11 All goods invoiced out for evaluation, approval or on a demonstration basis by the Customer are deemed sold if not returned within 5 working days of issue.

4.12 All goods taken on consignment are deemed sold within 5 working days of issue.

4.13 The Customer acknowledges all copyrights of Syntech and of Merchandise supplied by Syntech shall not duplicate copyrighted material and that each such attempt will immediately render the full prevailing price payable to Syntech.

5 New goods are protected according to the manufacturer’s product specific warranties only and all other guarantees and warranties including common law guarantees are hereby specifically excluded. Services carry no guarantee.

5.1 Liability under clause 5 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of Syntech.

5.2 No returns will be accepted without an RMA number. Return Material Authorization (RMA) request form to be submitted online prior to returning any items for any reason. The RMA application must be completed online on the Syntech website [www.syntech.co.za](http://www.syntech.co.za). This number must be used as a reference for all matters relating. Syntech technical department will issue the Customer with an RMA number which authorizes the Customer to return one item per every RMA number. A full fault description must be completed to enable Syntech technical department to test and verify fault.

5.3 All defective merchandise returned to Syntech must be returned with all cables, power supplies, documentation and other accessories and material supplied.

5.4 Syntech is not responsible for the cost of returning any products to Syntech offices. For the protection of the Customer it is advised to insure the package and ship via a traceable method. Syntech is not responsible for lost or damaged packages.

5.5 If any of the above conditions are not met, Syntech reserves the right either to refuse the return, or to charge a restock fee of not less than 15% of the invoiced amount.

- 5.6 Acceptance of Products: Syntech shall conduct incoming acceptance inspection as soon as possible on receipt of products.
- 5.7 Warranty: Syntech's sole obligation is to repair or replace the defective product. There is no warranty for uninterrupted or error-free operation. There is no warranty for loss of data. Syntech recommends that the Customer regularly backs up the data stored on the product to a separate storage product. There is no warranty for product with removed or altered identification labels and/or serial numbers. Removal and re-attachment of the bar code sticker will void the warranty, as it will no longer be possible to verify exactly when that individual item was purchased. This clause shall not be used to imply that Syntech shall be obliged to accept the return of any goods. The warranty is contingent upon the proper use in the application for which the product was intended, and does not cover product which has been modified in any manner, and /or has been subjected to physical damage, abuse, misuse, alteration, neglect, tampering, improper maintenance, or has been serviced, repaired, installed by unauthorized personnel.
- 5.8 Data Recovery is not covered under the warranty and is not part of the warranty process. Syntech's technical department offers a standard data recovery service. Price will be quoted on request.
- 5.9 Products for Exchange or Credit: Product purchased directly from Syntech may be returned for exchange, excluding any shipping charges, within 7 days from invoice date. All merchandise returned to Syntech must be shipped in the original sealed packaging, same condition as sold, with all cables, power supplies, documentation, and other accessories and material supplied. A credit will be issued at the sole discretion of Syntech and is dependent on the condition of the items returned. A handling fee of 10% will be charged for any returns after 7 days from date of invoice, and Syntech reserves the right not to credit or exchange any items returned after 14 days from date of invoice. Goods not returned in a perfect condition, in original packaging with all accessories and manuals intact will be deemed sold. Even accidental removal and re-attachment of the bar code sticker will void the warranty, as it will no longer be possible to verify exactly when that individual item was purchased. This clause shall not be used to imply that Syntech shall be obliged to accept the return of any goods.
- 5.10 Products for exchange exclude any "Special Request Items" which cannot be returned under any circumstances, unless faulty.
- 5.11 If items are credited, it will be at the lesser value between selling price and current market price, and in addition, handling fees specified in clause 5.9 above will apply.
- 5.12 Syntech will request copies of original invoice documents when a product is older than 24 months. Products will not be tested, repaired or replaced until such documentation has been received.
- 5.13 The customer hereby agrees that any item handed in for repair may be sold by Syntech to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
- 6 No claim under these terms and conditions will arise unless the Customer has, within 7 days of the alleged breach or defect occurring, delivered to Syntech 30 days written notice by prepaid registered post and by email to rectify any defect or breach of contract.
- 7 The Customer agrees to pay the amount on the Tax invoice at the offices of Syntech  
 (a) in cash on demand; or  
 (b) if the Customer is a Credit Approved Customer, within the terms as reflected on the invoice and/or statement issued by Syntech.
- 8 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature will be granted to the Customer and any such extension will not be applicable or enforceable unless agreed to by Syntech, reduced to writing and signed by the Customer and a duly authorized representative of Syntech.
- 8.1 The Customer is not entitled to set off any amount owing to the Customer by Syntech against its liability to Syntech.

- 9 The Customer agrees that the amount due and payable to Syntech may be determined and proven by a certificate issued by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 9.1 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.
- 10 The Customer agrees that interest shall be payable on any moneys due to Syntech at 2.5% above the Prime Overdraft rate quoted by First National Bank Ltd., which interests shall be calculated on a daily balance and capitalized monthly from the date the moneys fell due to payment. A certificate under the hand of any manager of First National Bank Ltd shall be prima facie proof of the interest rate charged and it shall not be necessary to prove the signature or capacity of such manager.
- 11 The Customer agrees that if an account is not settled in full  
 (a) against order; or  
 (b) within the period agreed in clause 7 above in the case of a Credit Approved Customer;  
 or if the Customer commits a breach of any of these conditions, or being an individual, is provisionally or finally sequestrated or surrenders his estate, or being a partnership, is dissolved, or being a company or close corporation is placed under a provisional or final order of liquidation, or under business rescue compromises or attempts to compromise generally with its creditors or if an order in terms of section 65 of the Magistrates Court Act 32 of 1944, as amended is issued against the Customer, or if it commits or permits any act that may prejudice the rights of Syntech; then in any of these events Syntech may in its sole discretion either;  
 (i) immediately institute action against the Customer at the sole expense of the Customer; and/or  
 (ii) cancel the agreement and take possession of any goods delivered to the Customer by giving the Customer written notice to that effect; and/or  
 (iii) claim damages.
- Furthermore, Syntech shall be entitled to immediately suspend any delivery or service while the Customer is in breach of any of the terms of any contract between it and Syntech. In the event of a breach and without restricting or revoking any other rights Syntech may have in law, Syntech shall have the right to claim from the Customer the following costs: if payment by cheque is referred to drawer for whatsoever reason, an amount of R130.00 excl VAT per affected cheque; if default necessitates the telephonic contact of the debtor by Syntech, an amount of not more than R80.00 excl VAT per call; if default necessitates a personal visit by Syntech, an amount of R100.00 per visit; Cost for issuing a Letter of Demand at R250.00 excl VAT; and all legal costs on the attorney and own client scale, including collection commission and tracing charges. These remedies are without prejudice to any other right Syntech may be entitled to in terms of this agreement or in law.
- 12 The Customer hereby consents, in terms of Section 45 of the Magistrates Court Act of 1944 as amended to Syntech instituting any proceedings arising out of this contract in the Magistrates District Court having jurisdiction in terms of Section 28 of the Magistrates Court Act notwithstanding the fact that such proceedings are otherwise not within the jurisdiction of that court. Syntech however reserves the right, in its sole discretion, to institute any action arising from this agreement in the Magistrates, Regional Court or in the High Court of South Africa.
- 12.1 In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes Syntech to furnish the name, credit record and repayment history of the Customer to any credit bureau.
- 13 In the event of cancellation, the Customer shall be liable to pay  
 (a) the difference between the selling price and the value of the goods at the time of repossession and  
 (b) all other costs incurred in the repossession of the goods. The value of repossessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be prima facie proof of the value.
- 13.1 The Customer indemnifies Syntech completely against any loss, damage or claim whatsoever to person or property relating to the removal of repossessed goods.

- 13.2 If any goods supplied to the Customer are of a generic nature and have become property of the Customer by operation of law such as confusio or commixtio the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity and quality of goods in ownership to Syntech.
- 14 All goods supplied by Syntech remain the property of Syntech until such goods have been fully paid for.
- 15 The Customer shall be liable to Syntech for all legal expenses including collection commission and tracing charges on the attorney and own client scale incurred by Syntech in the event of
- (a) any default by the Customer or
  - (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any collection or valuation fees incurred.
- 16 The Customer agrees that no indulgences whatsoever by Syntech will affect the terms and conditions or any of the rights of Syntech and such indulgence shall not constitute a waiver by Syntech in respect of any of its rights herein. Under no circumstances will Syntech be stopped from exercising any of its rights in terms of these conditions.
- 17.1 Any document will be deemed duly received by the Customer within
- (a) 3 working days of being sent by prepaid registered mail to any of the Customer's business or postal addresses or the domicilium address of the Customer or to the personal address of any director, member or owner of the Customer; or
  - (b) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member, trustee or owner's fax numbers;
  - (c) on being delivered by hand to the Customer or any director, member or owner of the Customer;
  - (d) within 48 hours if sent by overnight courier; or
- 17.2 The Customer chooses as its domicilium citandi et executandi the business address as per the application or such other address agreed upon between Syntech and the Customer.
- 17.3 The Customer undertakes to inform Syntech in writing within 7 days of any change of Director, Member, Trustee or Owner's address or contact details, or 14 days prior to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.
- 18 The Customer agrees to the standard prices of Syntech for any goods purchased or services rendered, as published in its ruling price list from time to time.
- 19 The invalidity of any part of these terms and conditions will not affect the validity of any other part, each clause in this agreement being severable from the rest.
- 20 Any order is subject to cancellation by Syntech due to force majeure from any cause beyond the control of Syntech, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- 21 If at any time any amount of money due by the Customer to Syntech is overdue for payment, Syntech shall be entitled to suspend all deliveries to the Customer until all amounts are paid or, at the election of Syntech, to cancel all outstanding orders in either of which events the Customer shall have no claim against Syntech.
- 22 Prices are subject to change without prior notice.
- 23 The signatory warrants being the duly authorized representative of the Customer with full capacity, both legal and otherwise, to enter into any contractual agreement with Syntech.
- 24 This Agreement and its interpretation is subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in clause 12.