

## Vital Dev(Pty) Ltd Terms and Conditions

### Definition

- Seller refers to Vital Dev(Pty) Ltd.
- Client refers to the person or organization placing the order.
- Product or Services refers to the product for which the Client has placed an order with the Seller.

### Application

- The terms and conditions are valid for any Product or Services provided by the Seller to the Client.

### Pricing

- The pricing, quantity of Product or Services, and time of delivery mentioned in the articles are not binding on the Seller, but the Seller will make all efforts to fulfil the stated estimates.

### Payment

- If the invoice amount is equal to or less than R10 000, the Seller shall be paid a deposit of 50% of the invoiced amount before any work can start, if the Invoice is higher than R10 000, a deposit of 30% of the invoiced amount is required before work can start, then 20% of the invoiced amount is required after first proof of concept. The remainder of the amount invoiced needs to be paid before the Product or Services can be handed over, unless otherwise agreed in writing by the Seller.
- In the event of late payment, the Seller may charge interest on the amount outstanding before and after judgment. Alternatively, for invoices unpaid 30 days after the due date, the Seller may impose a surcharge equal to 2.5% of the outstanding amount.
- If the Client has missed 2 consecutive payments, the Seller may stop the Service(Turn off website or Software Application) until full payment, with a surcharge of R250.00 is paid.
- If any amount of the invoice is disputed by the Client, the Client shall inform the Seller of the grounds for such dispute within seven days of delivery of the Product or Services and shall pay to the Seller the value of the invoice less the disputed amount in accordance with these payment terms.
- Where the Seller requires payment of a deposit, the Client acknowledges that the deposit is not refundable.
- All fees are exclusive of value added taxes which will be added to invoices where appropriate.
- The Seller reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.

## Delivery

- Delivery by the Seller will be deemed to have taken place when the Product or Service is signed off by the Client, and final payment has been made.

## Cancellation

- In view of the nature of the Product or Service, any order that is not paid in full after an invoice is accepted, is not cancellable. The full Invoiced amount will be applicable. Only after the Invoice is paid can the service or order be cancelled, unless otherwise stated in writing by the Seller.
- Hosting may be cancelled with one(1) month's notice.

## Notice

- Cancellation notice from either the Client or Seller must be in writing and be delivered to a known address, physically or electronically.

## Loss or Damage to Goods

- The Seller will take all reasonable steps to ensure the protection from loss, damage or destruction of the services or materials it supplies to the Client (or which may be received from the Client).

## Usage of Product or Services

- Unless agreed and indicated in writing by the Seller, the Client (and their clients) shall be entitled to use the services and materials provided (i.e. the samples) only for the purpose of conducting market research to be carried out in conformity with the recognized Code of Conduct of the market research industry. The Client shall not otherwise be entitled to store, pass on (whether to his/her client or other person) or use these services and materials.
- The Client shall bear responsibility for ensuring that all usage of information contained within any samples is in accordance with and does not contravene any Data Protection or other laws, regulations or other trade customs and practices. The Seller bears no liability for any omissions or faults in these respects.

## Confidentiality

- Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material. This provision shall not, however, apply to information or material which is or becomes public knowledge other than by breach by a party of this clause.

## Employment of Personnel

- Subject to the prior written consent of the Seller the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Product or Services.

## Warranty

- The Seller warrants that it has the right to provide the Product or Services but otherwise the Product or Services are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Product or Services are suitable for the purposes intended by the Client.
- The Seller warrants that the Product or Services will be supplied using reasonable care and skill. The Seller does not warrant that the Product or Services supplied are error-free, accurate or complete.

## Limitation of Liability

- The Seller shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Product or Services nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Product or Services.
- Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.
- The Client shall fully indemnify the Seller against any liability to third parties arising out of the Client's use of the Product or Services.