

CompFix Terms & Conditions

Welcome to CompFix

These terms and conditions outline the rules and regulations for the use of CompFix's Website.

CompFix is located at and operates in:

Johannesburg, Gauteng, South Africa

By accessing this website we assume you accept these terms and conditions in full. Do not continue to use CompFix's website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of South Africa.

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

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Sell, rent or sub-license material from <http://www.compfix.co.za>

Reproduce, duplicate or copy material from <http://www.compfix.co.za>

Redistribute content from CompFix (unless content is specifically made for redistribution).

Hyperlinking to our Content

The following organizations may link to our Web site without prior written approval:

Government agencies;

Search engines;

News organizations;

Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations: commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union; dot.com community sites; associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals; accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavourably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of ; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to info@compfix.co.za. Please include your name, your organization name, contact information (such as a phone

number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows:

By use of our corporate name; or

By use of the uniform resource locator (Web address) being linked to; or

By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of CompFix's logo or other artwork will be allowed for linking absent a trademark license agreement.

Iframes

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

Removal of links from our website

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

Content Liability

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Website Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

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Warranty Disclaimer

CompFix hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability, or any other warranty of any kind on any of the products or services which CompFix provides.

Computer systems, hardware components, peripheral devices, software and any other tangible component sold by CompFix, are warranted only by the manufacturer or publisher of such component and are limited to the terms set forth by said manufacturer or publisher. CompFix is not responsible for obtaining warranty services or performance of warranty terms for any such component.

Services rendered by CompFix may void manufacturer warranties for a computer system, computer network system, or a related device. CompFix does not assume any liability or warranty in the event that the manufacturer warranties are voided. CompFix offers no verbal or written warranty, either expressed or implied, regarding the success of services rendered.

No Consequential Damages

In no event shall CompFix, its subsidiaries or affiliates, or its respective officers, directors, employees, representatives, agents, contractors or suppliers (collectively, "CompFix") be held liable for special, incidental, consequential, punitive, direct, indirect, physical, compensatory, punitive or any other damages, including but not limited to, physical injury, loss of data, loss of use, or loss of profits, however caused, whether for breach of contract, negligence, or otherwise, regardless if CompFix has been advised of the possibility of any such damages.

Revisions to these terms and conditions

CompFix may revise these terms and conditions at any time by publishing said revisions on CompFix's web site; www.compfix.co.za. All revisions to these terms and conditions are effective for transactions dated after the revisions. You agree that if any part of these terms and conditions are found to be unenforceable, the remainder of these terms and conditions will remain in full force and effect.

Ownership

By agreeing to have CompFix perform services on any computer system, computer network system, or related device, you certify that you are the expressed owner of said computer, computer network system or related device or are an authorized agent for the owner. In the event that you are found not to be the true expressed owner of said computer system, computer network system, or related device, you assume all liability for any claim made as the result of the services rendered by CompFix on said computer system, computer network system, or related device including those claims which.

Definitions

A Computer system is defined as the CPU enclosure and software (operating system, applications and other installed software).

Hardware is defined as any individual component that is contained within the Computer System such as hard disk drives, main boards, processors, memory modules or any other component contained within the Computer System.

Peripheral device is defined as any hardware item which attaches to the Computer System such as Printers, Monitors, Cameras, etc.

Data is defined as any information which is not part of the operating system, application software or other installed software such as pictures, word processing documents, email, financial data, or any other user created information stored on the computer system.

Title to Goods

Title to purchased goods is retained by CompFix until such goods are paid for in full by the purchaser or purchaser's agent.

Rates and Minimum Charges

- Repair and Maintenance is charged at R300 per personal computer (PC).
Bench Charge; \$35. No repair or repair declined without diagnosis.
Minimum Charge; \$55 Non-diagnostic minor repair less than one hour.
Repair and extended diagnostics is charged at R400 per hour accruing by the quarter hour.
- On Site Repairs
Minimum Charge is R350, with an hourly charge that will follow per hour accruing by the quarter hour.
Hourly rate, PC Maintenance and repair is charged at R250 per hour accruing by the quarter hour.
Hourly rate, advanced networking or consulting is charged at R300 per hour accruing by the quarter hour.

- Remote Support is charged at R200 for non-account clients. Clients on account will receive their first month free, afterwards which will be charged at R200 per hour. Upfront payment needs to be made prior Remote Support to be initialised.

Diagnostics

In the event diagnostics take longer than one hour, you will be notified of the findings thus far and will be given the option to continue the diagnostics or pursue another option. Extended diagnostics will be billed at the prevailing hourly rate. Upon agreement for extended diagnostics, you will be notified at each one hour interval with the findings. Your oral agreement to continue diagnostics constitutes an oral contract in which you agree to pay CompFix regardless of outcome for the time spent in diagnostics.

Estimates

After diagnosing the problem CompFix will notify you with a verbal estimate to repair your system including any diagnostic charges if applicable. Your oral agreement to repair constitutes an oral contract in which you agree to pay CompFix for the diagnostics and repair upon completion. Written estimates will be provided upon request.

Payment

Unless prior arrangements are made, payment is due when services are rendered. Payment may be by cash or Electronic Funds Transfer (EFT). Electronic Funds Transfer (EFT) is to be made within the timeframe of 48 hours. Any other arrangements must be made in advance of services being provided.

Abandoned Items

Unless prior arrangements are made, any item left for repair that is not picked up and paid for within 30 days of completion of said repair will be considered as abandoned. CompFix will notify you by certified mail that CompFix considers your item abandoned by you and if the item is not picked up and paid for within 15 days of our notification of your receipt of said notice, the item will be donated or sold and a receipt will be mailed to you. The receipt by CompFix for the certified mail sent to you and further, accepted by you together with your failure to contact us within the 15 day time frame is your acknowledgement the item is indeed abandoned and you thereby transfer title to CompFix for disposition. Abandoning items does not relieve you from the amounts due. CompFix reserves the right to pursue collections and by failing to respond you agree to be liable for any and all costs incurred in such collections. Prior to any further transactions with CompFix, you will be required to remit in full on any previous amounts due plus provide pre-payment for any further services.

Return Policy

Your original receipt or invoice is required. If you are not satisfied with a product you purchased from us and you return the product with the original receipt or invoice within 10 days from the original invoice date, you may exchange the product or receive a refund, except as explained below.

Special order Computer Systems are non-refundable and non-returnable. Monitors, printers, and un-opened computer parts may be returned within 10 days from the original invoice date and are subject to a 25% restocking fee (unless defective). Any product that is

returned without all item(s) included with the original product is non-refundable and non-returnable. Opened software, games, videos, or computer parts are non-refundable and non-returnable. Used items are non-refundable and non-returnable. Refunds will be made in the form of original payment. Purchases made by cash or Electronic Funds Transfer (EFT) R500 will be refunded by company Electronic Funds Transfer (EFT).

Recycling

Customer is responsible for recycling unwanted or defective Computer Systems, Peripheral devices or hardware components. CompFix will recycle the following items for a fee; Computer Systems for a fee of \$10 per system recycled, printers for a fee of \$15 per printer recycled, and monitors for a fee of \$15 per monitor recycled. Hardware components replaced by CompFix during the course of a repair will be recycled at no additional charge. Recycling fees are over and above any minimum charge.

Special Orders

Computer Systems and Peripheral devices: All computer systems and peripheral devices require a deposit equal to the cost of the system or device. Taxes, shipping and service charges are due upon delivery.

Shop Repairs: If a part is required to facilitate a repair that is not a standard part in CompFix's inventory, and the part has a cost over R500, customer will be required to pay a deposit of 100% of the cost of the part before part is ordered.

On-Site Repairs: If a part is required to facilitate a repair that is not a standard part in CompFix's inventory, and the part has a cost over R500, customer will be required to pay a deposit of 100% of the cost of the part before part is ordered.

Over the Counter Parts orders: All "Over the counter" parts orders require a deposit of 100% of the cost of the part before part is ordered.

If for any reason customer decides PRIOR TO REPAIR, not to purchase goods that have been ordered, customer will be solely responsible for shipping costs to and from manufacturer, plus a cancellation charge of 25% of the total order value.

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