



Disclaimer:

General Legal info under the following headings:

1. Typographical Errors

In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, Netkom Networking & Communications (Pty) Ltd shall have the right to refuse or cancel any orders placed for product listed at the incorrect price.

2. Order Acceptance Policy

Netkom Networking & Communications (Pty) Ltd will accept orders for out of stock items to ensure that you will be the first to receive the item once it becomes available. If your order is not in stock, you can either choose to backorder or cancel the order or part thereof. Once the item becomes available, it will be shipped to you. Netkom Networking & Communications (Pty) Ltd reserves the right, at any time after receipt of your order and without prior notice to you, to supply less than the quantity you ordered of any item. We may require additional verifications or information before accepting any order.

3. Manufacturer's Warranty

Anytime after the first 30 days of invoice, all returns and replacements must be handled directly with the manufacturer. Manufacturer's warranties vary on each product. Extended warranties are available directly from select manufacturers. Manufacturer information is subject to change without notice.

4. Disclaimer

THIS SITE IS PROVIDED BY NETKOM NETWORKING & COMMUNICATIONS (PTY) LTD ON AN "AS IS" BASIS. NETKOM NETWORKING & COMMUNICATIONS (PTY) LTD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS, INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, NETKOM NETWORKING & COMMUNICATIONS (PTY) LTD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NETKOM NETWORKING & COMMUNICATIONS (PTY) LTD WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL PUNITIVE AND CONSEQUENTIAL DAMAGES.

Netkom Networking & Communications (PTY) Ltd.

Privacy Policy:

Netkom Networking & Communications (Pty) Ltd respects your privacy.
We do not sell or rent our customer information to any outside parties.

1. Use of Your Email Address

If you provide us with your email address, register as a customer or make a purchase from us, we will occasionally send you email with recommendations or notices of new products and prices. This email may include paid advertisements from third parties. To block future email of this type, simply follow the instructions at the bottom of the message.

Separately, we send email to keep you informed about the status your orders. These messages cannot be blocked.

2. Registration

During the Netkom Networking & Communications (Pty) Ltd registration process, we ask you to provide us with contact information, such as name, billing address, shipping address, email address, and telephone number. We use this information to verify your account and to process your orders.

3. Sharing of Information

We do not sell, rent or share any customer information, except for transactions involving third parties. In such cases, we provide only the information required to complete the transaction. By contract, the third party is not permitted to sell, rent or share this information.

4. Cookies

Netkom Networking & Communications (Pty) Ltd uses software tags called "cookies" to identify customers when they visit our site. They help us understand your buying preferences and customize our service to your needs. The information we collect with cookies is not sold, rented or shared with any outside parties.

Netkom Networking & Communications (PTY) Ltd.

General Information:

1. Delivery Details

Netkom Networking & Communications (Pty) Ltd will ship a product as soon as stock is available. We hold stock of some items but other items we order from suppliers. We start processing your order once we have received payment. In the case of Credit cards, we start the process immediately. For internet transfers, we can only order once the money reflects in our account. We will process your orders as quickly as possible. Orders placed on weekends or holidays are processed the following business day.

We use a courier company to ship all the products. We have never had a problem with the shipping in the entire history of this company. Our friendly couriers can ship to any physical address within South Africa but unfortunately we can't ship to Postal boxes.

Delivery Costs

Our usual delivery takes 2 - 7 working days depending on the stock levels. If there is a delay in the process our friendly logistics team will continuously keep you updated on the process of your order. The standard price is valid anywhere in South Africa and is fixed all items.

Collect from Our Shop - Free

Customers who wish to avoid delivery costs may pick up their items from Netkom Networking & Communications (Pty) Ltd 's offices. We will notify you when your products are ready to be collected.

Back Orders

If there is no stock available, we will phone you to notify you of the problem and you'll be able to cancel the order or wait for the backorder. Items placed on back order are shipped as soon as they become available from the manufacturer.

2. Payment Options

Internet Transfer

You can transfer the amount for your transaction into our account directly. Our bank details are at the end of this letter. Please note that Internet Transfers take up to 3 working days to clear and we will ship the goods once the transfer has cleared.

Credit Cards

Netkom Networking & Communications (Pty) Ltd accepts Visa and MasterCard.

IMPORTANT NOTICE:

- 1. All transactions will be processed in South African Rands (ZAR).**
- 2. 'Virtual Card Acquiring' will reflect on the card holder's statement.**

In order to reduce our risk, we do a credit check on every Credit Card customer - this allows us to make the transaction with no chance of fraud. This also protects you, the credit card holder, as we ensure that you do not have a criminal using your credit card on our site. All card numbers are transmitted using SSL technology, which encrypts all the data. Our Shop does not store credit card numbers. As a result, we will need you to submit your credit card details after every transaction. Read more about our [Security Policy](#).

Cheque Deposit

Netkom Networking & Communications (Pty) Ltd accepts cheque deposits into our bank account. **Cheques to be made out to: [Netkom Networking & Communications \(Pty\) Ltd](#)**. Please note that cheques take 7 working days minimum to clear and we can only ship your goods once the payment has cleared. For speedy service, we recommend using a transfer instead.

Cash

You may pay Netkom Networking & Communications (Pty) Ltd by cash. This option is only available if you are collecting your order from our offices ([click here for contact details](#)).

Netkom Networking & Communications (Pty) Ltd Bank Details

All customer deposits and Internet Transfers need to be paid into the bank account details provided when an order is placed. Cheques to be made out to [Netkom Networking & Communications \(Pty\) Ltd](#).

Please put your name and order number as the reference.

Please fax your confirmation through to the number provided when an order is placed / the fax number on the [contacts page](#).

Netkom Networking & Communications (PTY) Ltd.

3. Warranties and Returns

Items may be returned for refund or replacement subject to manufacturer and/or Netkom Networking & Communications (Pty) Ltd restrictions. All product returns must have a Returned Merchandise Authorization (RMA) issued by Netkom Networking & Communications (Pty) Ltd . Defective items may be returned for refund or replacement subject to the following restrictions:

1. 1. All products must be returned in original condition including packaging, documentation, warranty cards, manuals, and accessories.
2. 2. Software and consumables are non-refundable unless returned unopened in their original packaging with documentation.
3. 3. Certain hardware items and all custom/special orders may only be returned for replacement and not for refund.
4. 4. All returns must be shipped freight prepaid.
5. 5. Any returns found to be non-defective are subject to a restocking fee of 15% and all non product related fees (shipping, transaction and insurance) are not refundable.
6. 6. If unopened goods are returned within 5 days, you will receive a refund excluding transport costs.

4. Holiday Season Policy

Please take note of our holiday season policies:

- Netkom Networking & Communications (Pty) Ltd will remain available for placing orders every day throughout the entire holiday season. However, we cannot guarantee exact delivery times after the 15th of December till the 5th of January.

Netkom Networking & Communications (PTY) Ltd.

Security:

Virtual Card Services (VCS) process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.



VCS is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. VCS Internet servers are protected by firewalls and intrusion detection systems. The Merchant does not have access to credit details. VCS continually reviews and enhances its security in line with technological changes.

All transactions will be processed in South African Rands (ZAR). We accept credit card payments via the website in which case **'Virtual Card Acquiring' will reflect on the card holder's statement.**

Netkom Networking & Communications (PTY) Ltd.

Terms & Conditions:

1. Terms of use of the Netkom Networking & Communications (Pty) Ltd website Agreement

Netkom Networking & Communications (Pty) Ltd and its affiliates (suppliers and service providers) provide their services to you subject to the conditions detailed in this agreement. By using the Netkom Networking & Communications (Pty) Ltd website and/or registering to shop on Netkom Networking & Communications (Pty) Ltd you confirm that you have familiarized yourself with the terms and conditions governing the conduct of parties accessing or using the Netkom Networking & Communications (Pty) Ltd website to trade and that you agree to be bound by these terms and conditions.

Your access to the Netkom Networking & Communications (Pty) Ltd website and use of any services provided by Netkom Networking & Communications (Pty) Ltd including any purchases made by you from Netkom Networking & Communications (Pty) Ltd are subject to terms and conditions established under the following headings.

- Terms of Use of Netkom Networking & Communications (Pty) Ltd Website
- Terms of Trade with Netkom Networking & Communications (Pty) Ltd
- Privacy and Security Statement
- Intellectual Property Statement
- Dispute Resolution
- Compliance with statutory consumer protection provisions

Terms of Use of Netkom Networking & Communications (Pty) Ltd Website

Netkom Networking & Communications (Pty) Ltd grants you a limited license to access and make personal use of the Netkom Networking & Communications (Pty) Ltd website. You are not allowed to modify (other than page caching) the website or any portion thereof without the prior written consent of Netkom Networking & Communications (Pty) Ltd .

This license does not permit any resale or commercial use of the Netkom Networking & Communications (Pty) Ltd website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Netkom Networking & Communications (Pty) Ltd website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Netkom Networking & Communications (Pty) Ltd website so long as the link does not portray Netkom Networking & Communications (Pty) Ltd , its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Netkom Networking & Communications (Pty) Ltd logo or other proprietary graphic or trademark, or those of their affiliates, as part of the link without prior written permission of the owner of the graphic or trademark.

Netkom Networking & Communications (Pty) Ltd may provide links from the Netkom Networking & Communications (Pty) Ltd website to other websites which may offer services to you and is not responsible for evaluating the content or offerings made on these websites.

2. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT YOUR USE OF THE NETKOM NETWORKING & COMMUNICATIONS (PTY) LTD WEBSITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY SOUTH AFRICAN LAW, NETKOM NETWORKING & COMMUNICATIONS (PTY) LTD DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NETKOM NETWORKING & COMMUNICATIONS (PTY) LTD WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE NETKOM NETWORKING & COMMUNICATIONS (PTY) LTD WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

Applicable law

The Netkom Networking & Communications (Pty) Ltd website and all communications and transactions concluded using the website, are governed by, and you agree to, the application of the laws of the Republic of South Africa. As the website is targeted at South African citizens and residents any limitations on implied warranties or the exclusion or limitation of certain damages which may be applicable under the laws of any other jurisdiction are expressly waived by you.

3. TERMS OF TRADE WITH Netkom Networking & Communications (Pty) Ltd Invitation to do business

Netkom Networking & Communications (PTY) Ltd.

Only when Netkom Networking & Communications (Pty) Ltd has accepted your offer to purchase and the acceptance is communicated to you, will an enforceable agreement of sale be transacted. Despite our best efforts, a small number of the products or services offered on the website may be mis-priced. If we discover a mis-pricing, we will do one of the following:

- If the correct price is lower than our stated price, we will charge the lower amount.
- If the correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before accepting your order or notify you that the order has not been accepted.

IMPORTANT: If any products or services are supplied and delivered to you directly by, or through, a third party, even though access to the products and services is gained through the Netkom Networking & Communications (Pty) Ltd website, the supply of these products and services may be subject to conditions which differ from those governing the terms of trade with Netkom Networking & Communications (Pty) Ltd . You shall be solely responsible for ensuring that you understand and agree to the terms and conditions governing the sale of these products and services. Place and time of agreement Agreement as to the terms of use of the Netkom Networking & Communications (Pty) Ltd website shall be deemed to have been accepted by you at the time that you first accessed the Netkom Networking & Communications (Pty) Ltd website.

Backorders

Due to the popularity of some products or services, Netkom Networking & Communications (Pty) Ltd may not always have any products or services ordered by you in stock. Netkom Networking & Communications (Pty) Ltd will accept orders for out of stock products or services to ensure that you will be the first to receive the item once it becomes available. If the products and services ordered by you are not available or only a portion is available, you may cancel the order, or re-order the quantity that is available, or place a backorder. Once the products or services become available, it will be shipped to you.

Electronic communications

When you visit Netkom Networking & Communications (Pty) Ltd or send e-mails to us, you are communicating with us electronically. Netkom Networking & Communications (Pty) Ltd will communicate with you by e-mail or by posting notices on the Netkom Networking & Communications (Pty) Ltd website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Registration

Registration as a purchaser is restricted to individuals who may legally enter into binding and enforceable agreements. No person under the age of 18, or not legally permitted to enter into a binding and enforceable agreement, may register as a purchaser. Any person not permitted to register as a purchaser but who does so, shall be guilty of committing a fraud and Netkom Networking & Communications (Pty) Ltd may take whatever legal action it deems necessary to obtain the appropriate relief.

In registering as a purchaser you are required to provide Netkom Networking & Communications (Pty) Ltd with, complete and accurate information about yourself and you warrant that the information provided is correct. If you are in breach of, or Netkom Networking & Communications (Pty) Ltd believes that you may breach, any of the terms and conditions governing the use of, or trading using the Netkom Networking & Communications (Pty) Ltd website, Netkom Networking & Communications (Pty) Ltd may, in it's absolute discretion, either suspend or terminate your registration as a purchaser.

Password

You are solely responsible for ensuring the confidentiality of your password, which authenticates your identity. You acknowledge this responsibility and agree that any communication or transaction that may be made using your password shall be attributed to you.

If you suspect that the confidentiality of your password has been compromised you should immediately advise Netkom Networking & Communications (Pty) Ltd of this fact by email. Netkom Networking & Communications (Pty) Ltd shall on receipt of the email suspend your registration pending your further instructions. You shall remain responsible for all transactions effected prior to the suspension of your registration and liable for any payments that may flow from these transactions.

4. AMENDMENT TO TERMS AND CONDITIONS

Netkom Networking & Communications (Pty) Ltd may amend the terms and conditions governing access to the Netkom Networking & Communications (Pty) Ltd website as well as trade using the website.

5. PRIVACY AND SECURITY STATEMENT

Netkom Networking & Communications (Pty) Ltd knows that you care how your personal information may be collected, processed and used; we appreciate your trust that Netkom Networking & Communications (Pty) Ltd will do so carefully and sensibly.

Netkom Networking & Communications (PTY) Ltd.

The information provided by you helps us personalize and continually improve your shopping experience at Netkom Networking & Communications (Pty) Ltd . Here are the types of information we gather.

- Automatic Information: Netkom Networking & Communications (Pty) Ltd receives and stores certain types of information whenever you interact on the Netkom Networking & Communications (Pty) Ltd website or communicate with Netkom Networking & Communications (Pty) Ltd by email. For example, like many Web sites, we use "cookies," and we obtain certain types of information when your web browser accesses Netkom Networking & Communications (Pty) Ltd .
- Information You Give Us: We receive and store information you enter on the Netkom Networking & Communications (Pty) Ltd website or that you may provide to Netkom Networking & Communications (Pty) Ltd in any other manner. Certain of the information provided on registration is mandatory to assist us in ensuring that the communications and transactions entered into with you may be completed effectively and lawfully.
- E-mail Communications: To help us make e-mails more useful, we may receive a confirmation when you open e-mail from Netkom Networking & Communications (Pty) Ltd , if your computer supports such capabilities.

By providing the information to Netkom Networking & Communications (Pty) Ltd you consent to Netkom Networking & Communications (Pty) Ltd collecting maintaining, storing and processing the information, provided that Netkom Networking & Communications (Pty) Ltd shall:

- not disclose your personal information to a third party other than to effect the transactions agreed to in using the Netkom Networking & Communications (Pty) Ltd website without obtaining your express consent to do so;
- only disclose your personal information, without your consent, if legally required to do so;
- be entitled to use the information provided by you to compile statistical or aggregated information in such a way that you may not be identified.

While Netkom Networking & Communications (Pty) Ltd and its affiliates shall take commercially reasonable care to safeguard the information provided by you to Netkom Networking & Communications (Pty) Ltd from unauthorized access or disclosure, Netkom Networking & Communications (Pty) Ltd does not represent or guarantee that the safeguards will provide absolute protection.

6. INTELLECTUAL PROPERTY STATEMENT

Copyright in any information or trade marks displayed anywhere on the Netkom Networking & Communications (Pty) Ltd website are protected by worldwide copyright laws and treaty provisions. The copyright of these materials is held by Netkom Networking & Communications (Pty) Ltd , or by the original creator of the materials, or by suppliers and service providers to Netkom Networking & Communications (Pty) Ltd .

7. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, will be resolved in accordance with the law of South Africa. The language used during the dispute resolution process will be English. For the purposes of any arbitration:

- you choose the email address chosen by you in registering as a purchaser; and
- Netkom Networking & Communications (Pty) Ltd chooses info@netkom.co.za

By using the Netkom Networking & Communications (Pty) Ltd website and accepting the conditions of use of the website and trade conducted using the website you bind yourself to the terms of arbitration provided in this agreement.

8. COMPLIANCE WITH STATUTORY CONSUMER PROTECTION PROVISIONS

Netkom Networking & Communications (Pty) Ltd adheres to the provisions of Chapter VII of the Electronic Communications and Transactions Act 25 of 2002 ("the Act"). Chapter VII of the Act provides protection to consumers and the provisions of the Act relevant to commercial transactions that may be effected on the Netkom Networking & Communications (Pty) Ltd website, as well as the information required in terms of the Act, are provided for your reference.

Return of products or cancellation of service agreements

Netkom Networking & Communications (Pty) Ltd shall, subject to the exclusions provided for below and the provisions relating to any return of products or cancellation of a service agreement, allow the return of products or cancellation of a service agreement, within seven days of the date of receipt by you of the products or the

Netkom Networking & Communications (PTY) Ltd.

conclusion of an agreement to provide services. Exclusions from return of products or cancellation of service agreements

The provisions of this agreement relating to the return of goods and cancellation of any agreement to provide services shall not apply if:

- any products and services are acquired by auction;
- to services which commenced with the customers consent, (either express or implied) prior to the expiry of the seven day period;
- where the price of the products or services depends on fluctuation in financial markets beyond the control of Netkom Networking & Communications (Pty) Ltd ;
- where the products are personalised or made to the customers specifications;
- where the products by reason of their nature cannot be returned;
- if audio, video recordings or any form of computer software are either used or if supplied other than in digital form, if the seal on the storage media is broken;
- the sale of reading material in whatever form.

Customers' obligations on return of products and services

If a customer cancels any transaction in respect of which delivery of the products or services (to the extent that the may be returned) have been delivered, within seven days of the receipt of the products or services, the customer shall return to Netkom Networking & Communications (Pty) Ltd or it's authorised agents, the products, undamaged in any manner, together with all packing materials and documentation delivered by Netkom Networking & Communications (Pty) Ltd or its agents, to the customer as well as a written indication of the customers choice to cancel the transaction.

The customer shall refund to Netkom Networking & Communications (Pty) Ltd all direct expenses incurred by Netkom Networking & Communications (Pty) Ltd or it's authorised agents, in the delivery of the products and services ordered by the customer, as well as the direct expenses incurred by Netkom Networking & Communications (Pty) Ltd or it's authorised agents in accepting return of the products and cancellation of the provision of services, arising as a result of the return of the products or cancellation of the services ordered by the customer.

Netkom Networking & Communications (Pty) Ltd 's obligations on return of the products and services

Within thirty days of return of the products or receipt of notice of cancellation of the agreement to deliver services Netkom Networking & Communications (Pty) Ltd or it's authorised agents shall refund to the customer any amounts paid by the customer less any amounts due by the customer to Netkom Networking & Communications (Pty) Ltd as provided for above.

Disclosures in terms of section 43 of the Act: The following information is made available to you in compliance with Section 43 of the Act.

Full name and legal status of website owner: Netkom Networking & Communications (Pty) Ltd is the trading name and is wholly owned by Netkom Networking & Communications (Pty) Ltd a company duly incorporated in terms of the company laws of South Africa.

[Click here to view company details](#)

Self regulatory or accreditation body: none.

Address for service of all legal documents: same

Description of Services: Netkom Networking & Communications (Pty) Ltd provides access to a variety of products and services that may be purchased online all of which are, or will be, described on the Netkom Networking & Communications (Pty) Ltd website.

Price of goods: Prices are displayed in the website and are subject to Netkom Networking & Communications (Pty) Ltd rights in respect of any mis-pricing stipulated in the clause dealing with Invitation to do business above. All prices of products and services displayed on the Netkom Networking & Communications (Pty) Ltd website are inclusive of Value Added Tax.

Payment: Payment terms and manner of payment are stipulated in the clause dealing with payment above.

Terms and conditions governing this agreement: The full Terms and Conditions applicable to the access and use of the services provided on the Netkom Networking & Communications (Pty) Ltd website and any amendments thereto, shall at all times be available on the Website, save to the extent that they may be varied in writing by the parties. These [terms](#) may be accessed on this Website, downloaded and stored, or reproduced at any time.

Netkom Networking & Communications (PTY) Ltd.

Delivery of products or services: The anticipated time of delivery of any products or services, purchase using the Netkom Networking & Communications (Pty) Ltd website shall be indicated at the time that any order is accepted by Netkom Networking & Communications (Pty) Ltd

Transaction records and history: A full record of transactions effected using Netkom Networking & Communications (Pty) Ltd shall be available to the user for a period of 14 days from delivery of the products or services to the purchaser by Netkom Networking & Communications (Pty) Ltd or it's agents.

Dispute resolution: The provisions governing Dispute Resolution are stipulated under the clause Dispute Resolution above.

Privacy and Security: The provisions governing Privacy and Security are provided for under the clause Privacy and Security above.

Minimum duration of Agreement: There shall be no minimum duration of agreements entered into between users and registered purchasers to use the Netkom Networking & Communications (Pty) Ltd website. All agreements shall endure indefinitely subject to either parties' rights to terminate the agreement. The termination of the agreement by either party shall be without prejudice to any rights between the parties existing at the time of the termination, which shall endure beyond the date of termination.