



OSCS IT Support Services cc Trading Terms and Conditions

These Trading Terms and Conditions ("Terms and Conditions") are entered into by and between OS CS S IT Support Services cc, an IT services company based in South Africa, Registration: CK 2007/167834/23, and the party engaging in business with OS CS S IT Support Services cc ("Client"). By entering into a business agreement or accepting any services from OS CS S IT Support Services cc, the Client agrees to be bound by these Terms and Conditions.

By engaging in business with OS CS S IT Support Services cc, the Client acknowledges that they have read, understood, and agreed to be bound by these Trading Terms and Conditions, including the specific provisions regarding internet services, hardware sales, service availability and performance, and warranty terms.

Scope of Services

- OS CS S IT Support Services cc shall provide a range of IT services, including but not limited to:
 - System integration and implementation
 - IT consulting and advisory services
 - IT support and maintenance
 - Internet connectivity services
 - Hardware sales and distribution

Payment Terms

- Fees and Payment Schedule:
 - The Client shall pay OS CS S IT Support Services cc the fees specified in the applicable agreement, statement of work (SOW), or sales invoice.
 - Payment terms shall be detailed in the respective document and may include fixed fees, hourly rates, milestone-based payments, or hardware purchase costs.
- Invoicing and Payment:
 - OS CS S IT Support Services cc shall provide the Client with detailed invoices for services rendered or hardware sales.
 - Unless otherwise specified, invoices are payable in accordance with the credit agreement in place between the client and OS CS S IT Support Services cc.

- All payments shall be made in the currency specified in the invoice or as agreed upon in writing.
- Late Payments:
 - In the event of late payment, OSCS IT Support Services cc reserves the right to charge interest on the outstanding amount at the contractually agreed rate.
 - OSCS IT Support Services cc may suspend or terminate services until all outstanding amounts are settled.

Fraudulent Change of Banking Details

- Fraudulent Change of Banking Details: OSCS IT Support Services cc acknowledges that fraudulent activities, including attempts to change banking details without proper authorization, may occur. The Client agrees that any change of OSCS IT Support Services cc's banking details must be formally requested and verified in writing or through a secure, mutually agreed-upon process.
- Non-Liability for Fraudulent Changes: OSCS IT Support Services cc shall not be held liable for any losses or liabilities incurred by the Client due to fraudulent changes of banking details made without proper authorization. The Client bears the responsibility to verify and authenticate any change of banking details before making any payments.
- Obligation to Verify: The Client agrees to exercise due diligence in verifying the authenticity of any requests to change OSCS IT Support Services cc's banking details. The Client should confirm such changes through multiple channels of communication, such as contacting a trusted representative of OSCS IT Support Services cc directly using known and verified contact information.
- Non-Consideration of Fraudulent Payments: If the Client makes a payment to fraudulent banking details OSCS IT Support Services cc shall not consider such payment as the settlement of outstanding amounts. The Client remains responsible for settling any outstanding amounts owed to OSCS IT Support Services cc.
- Reporting Fraudulent Activities: In the event of suspected fraudulent activities or attempts to change OSCS IT Support Services cc's banking details, the Client should immediately notify OSCS IT Support Services cc and appropriate authorities to take appropriate action.

Confidentiality

- Both parties shall maintain the confidentiality of any confidential information disclosed during the course of the business relationship.
- Confidential information includes but is not limited to trade secrets, client data, business plans, technical specifications, and proprietary information.
- The parties agree not to disclose or use any confidential information for purposes other than those related to the agreed-upon services, except as required by law.

Ownership of Goods Supplied

Ownership status of goods prior to payment includes but is not limited to:

- Hardware Sales:
 - Title and ownership of hardware sold by OSCS IT Support Services cc shall transfer to the Client upon receipt of full payment.
 - Any intellectual property rights associated with the hardware shall remain with the respective manufacturers or rights holders.
- Software Sales:
 - Title and ownership of software sold by OSCS IT Support Services cc shall transfer to the Client upon receipt of full payment.
 - Any intellectual property rights associated with the software shall remain with the respective manufacturers or rights holders.

Warranty Terms

- OSCS IT Support Services cc warrants that the products sold by OSCS IT Support Services cc shall be free from defects in material and workmanship under normal use for the duration of the manufacturer's warranty period.
- Any warranty claims related to the products sold by OSCS IT Support Services cc will be directed to the respective supplier or manufacturer's warranty support by OSCS IT Support Services cc.
- Manufacturer/Supplier Warranty: OSCS IT Support Services cc sells products that may come with warranties provided by the respective manufacturers or suppliers. The Client acknowledges that OSCS IT Support Services cc acts as a reseller or distributor of such products and does not independently provide warranty coverage.
- Non-Liability for Manufacturer/Supplier Warranty: OSCS IT Support Services cc shall not be held liable for any failure or refusal by the manufacturer or supplier to honor the warranty provided with the products. The Client understands and agrees that any warranty claims shall be subject to the terms and conditions specified by the manufacturer or supplier.
- Limitations of Warranty: The Client acknowledges that the warranty provided by the manufacturer or supplier may be subject to limitations, exclusions, or specific conditions as outlined by the respective warranty documentation. OSCS IT Support Services cc shall not be liable for any claims or damages arising from the limitations or exclusions imposed by the manufacturer or supplier's warranty terms.

Internet Connectivity Services

- OSCS IT Support Services cc offers internet connectivity services to the Client, subject to the availability of network coverage in the designated area.
- Performance, availability, and uptime of connectivity services is provided and guaranteed by third parties. OSCS IT Support Services cc cannot and will not be liable for any loss whatsoever incurred by the client should these services fail or their performance degrades.

Termination

- Termination, Limitation of Liability, Governing Law, Entire Agreement, Amendments and Waivers, Severability, Assignment, and Relationship of the Parties sections remain the same as previously provided.
- Either party may terminate the business agreement, specific service agreement, or hardware sales agreement upon providing written notice to the other party.
- In the event of termination, the Client shall pay OSCS IT Support Services cc for all services performed, hardware sold, and expenses incurred up to the date of termination.

Limitation of Liability

- OSCS IT Support Services cc shall exercise reasonable care and skill in the provision of services and the sale of hardware products. However, OSCS IT Support Services cc does not guarantee the accuracy, reliability, or suitability of the services or hardware products for the Client's specific needs.
- In no event shall OSCS IT Support Services cc be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the services provided or the use of hardware products, including but not limited to lost profits, business interruption, or data loss.
- Warranty of Hardware, infrastructure and Connectivity: OSCS IT Support Services cc provides no warranty, express or implied, for the suitability, reliability, or uninterrupted functionality of the hardware sold, infrastructure or the internet connectivity services provided. The Client acknowledges that hardware and network services are subject to potential failures, interruptions, and limitations.
- Infrastructure Failure: OSCS IT Support Services cc shall not be held liable for any loss, damage, or business disruption arising from infrastructure failures, including but not limited to:
 - Power outages or fluctuations
 - Network outages or disruptions
 - Equipment failures
 - Environmental factors affecting infrastructure performance
- OSCS IT Support Services cc shall not be liable for any loss, damage, or business disruption arising from hardware failures, infrastructure failures, or interruptions in connectivity services, including but not limited to:
 - Loss of data, profits, or business opportunities
 - Business interruptions or delays
 - Loss of data, profits, or business opportunities

- Business interruptions or delays
- Backup and Disaster Recovery: OSCS IT Support Services cc recommends that the Client maintains comprehensive backup and disaster recovery solutions to protect their data and minimize the impact of any hardware or connectivity failures or disruptions.
- Indemnification: The Client agrees to indemnify and hold OSCS IT Support Services cc harmless from any claims, damages, losses, or liabilities arising out of or related to the hardware, software, backup, or connectivity services, including any claims from third parties.
- Force Majeure: OSCS IT Support Services cc shall not be held liable for any delays, disruptions, or failures in hardware, software, backup, or connectivity services caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, labor disputes, riots, acts of war, or government regulations ("Force Majeure Events").

Governing Law and Dispute Resolution

- These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa.
- Any dispute arising out of or in connection with these Terms and Conditions, including any disputes regarding their validity, interpretation, performance, or termination, shall be resolved through good-faith negotiations between the parties.
- If the parties are unable to resolve a dispute through negotiations, either party may escalate the matter to mediation. The mediator shall be mutually agreed upon by both parties.
- If mediation fails to resolve the dispute, the parties agree to submit to the exclusive jurisdiction of the courts of South Africa for the purpose of any legal action or proceedings.

Entire Agreement

- These Terms and Conditions, along with any mutually agreed-upon agreements, SOWs, sales invoices, or service contracts, constitute the entire agreement between OSCS IT Support Services cc and the Client, superseding any prior understandings or agreements, whether oral or written, relating to the subject matter herein.

Amendments and Waivers

- Any amendments or modifications to these Terms and Conditions or any related agreements shall be agreed upon in writing by both parties.
- The failure of either party to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision or the right to enforce it in the future.

Severability

- If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law.

Assignment

- Neither party may assign or transfer its rights or obligations under these Terms and Conditions without the prior written consent of the other party, except in the case of a merger, acquisition, or similar transaction involving the assignment of the agreement to a successor.

Relationship of the Parties

- The relationship between OSCS IT Support Services cc and the Client is that of independent contractors. Nothing in these Terms and Conditions shall be construed as creating a partnership, joint venture, agency, or employment relationship between the parties.

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