

TERMS AND CONDITIONS

Chesco Tech Terms and Conditions

DEFINITIONS

“**Seller/we/our/us/ Chesco Tech**” means **Chesco Tech** (registered in Zambia, company registration no. 320170009920)

“**Customer or You**” means the person or company to whom this document is addressed.

“**International Customer**” shall mean, “**Customer**” from outside the Republic of Zambia.

“**Website**” shall mean, www.chesco-tech.com

“**Online Store**” shall mean the method by which the Customer browses and purchases the products from **Chesco Tech**, being the Website and/or the App.

“**Order**” shall mean the submission of an order for products on the “Online Store” by the “Customer”.

1. GENERAL

1.1 These terms and conditions are applicable to the supply of products made by the Seller, hereafter referred as Chesco Tech to the buyer hereafter referred as the Customer.

1.2 By placing an order, you agree to be bound by the terms and conditions set out below.

2. YOUR INFORMATION

2.1 You confirm that any information you provide to us about you or the company is true, accurate, current and complete in all respects; and that you will notify us immediately of any changes made to the information provided by either writing an email or making a phone call to us.

2.2 You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorized to use.

3. YOUR ORDER

3.1 To purchase any of our software products, you may either reach us directly through our business lines or send us an email on our company email addresses. Thereafter, successful payment of the software product shall confirm the order.

3.2 If we are unable to accept your order, we will inform you through the mode of contact initially used by yourself or your company. Non acceptance of an order may be because:

- (a) The software product is not line with our company policies and standards

4. OUR PRODUCTS

5.1 Each software product purchased is sold subject to its features and capabilities. We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the website are correct, however, we cannot guarantee the website’s accuracy and we may, on occasion, make inadvertent typographical errors, inaccuracies or

omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

5.3 The customer reserves the right to see a demo of the software product before purchase in order to have a holistic view of the software features and capabilities.

5.3 The images of the products on our website are for illustrative purposes only. Your product and its packaging may vary slightly from the website images as a result of your device's display of colour.

5. MODIFICATIONS AND CUSTOMIZATIONS ON SOFTWARE PRODUCTS

5.1 When purchasing our software products, you are agreeing to use them as they are. Any changes or modifications may be raised with the developers who will advise on the complexity of the work involved. Any changes or modifications are to be paid for by you following the prices shared by the seller for the said modifications.

5.3 If you have any questions or complaints about any product, please contact our customer service team at support@chesco-tech.com or WhatsApp (+260975704991).

6. CUSTOMER SUPPORT

6.1 All support queries are to be raised using the helpdesk tool <https://supportdesk.chesco-tech.com/>. We shall provide full support to you during working hours when need be, working hours are strictly Monday to Sat 08hrs to 21 hrs. Telephone support shall not be charged, however if further support other than telephone support is needed, we shall charge as quoted.

6.2 **Back Ups:** If you are not using the system online, backups of the system will have to be done by you or someone you assign to do the backups of the system.

7. CUSTOMER TRAINING

7.1 Once the software has been deployed, users are entitled to a free training at the point of installation. Any other training conducted after that will be paid for by the customer. Once payment has been made to the seller, the training will then be conducted.

8. LICENSE FEES

8.1 License fees are to be paid as and when they fall due. Where license fees have not been paid, the seller reserves the right to limit your access or use of the software product.

9. RIGHT TO CANCEL; No Returns; Refunds

9.1 All software sales are final, non-cancellable and non-refundable.

9.2 Hardware sales are refundable provided the hardware is within the warrant period provided, if the refund is justified and approved, it will be paid to the customer within 30 days from the day of request for refund. Hardware sales can only be refunded if the hardware is returned in its original condition as when it was purchased.



9.3 For any requests for refund, you must contact our customer service team by writing to us at support@chesco-tech.com including details of:

- (a) your name;
- (b) your geographical address;
- (c) the order number and reason for request;
- (d) your phone number
- (e) Email address.

In the event your claim is justified, the purchase price will be refunded.

9.4 Any refunds will be issued based on the original form of payment.

10. PRICE & PAYMENT

10.1 The price of the product will be the price indicated on the quotation prepared and sent by the seller.

10.2 Product prices shown on the website are in Zambian Kwacha (ZMW) or United States Dollars (USD). Product prices shown on the website may change from time to time. Product prices do not include transport and logistics as these will be quoted separately.

10.3 If you choose to pay using a payment card with a currency denominated account that is different from the currency of your order, additional charges and foreign exchange differences may apply. These charges and exchange rates applied are beyond our control.

10.4 Our acceptable modes of payment include bank transfer, cheque, cash and mobile money or e-wallets.

10.5 Full payment is required for all software products, where a separate credit agreement has not been arranged by both parties.

11. PRODUCT RESTRICTIONS

11.1 There may be instances where due to restrictions (legal, or otherwise) or during the COVID pandemic, we are prevented from being able to deliver it to you. We shall not be held liable in relation to any product that we are unable to sell or deliver to you as a result of such restrictions. In the event that a restriction is enforced after you have placed your order with us, we will do our utmost to notify you as soon as is reasonably practicable and refund your payment.

12. DISCLAIMER AND LIMITATION OF LIABILITY

12.1 ALL PRODUCTS OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF



TRADE, OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

12.2 IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

12.3 OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU HAVE PURCHASED FROM US.

12.4 The limitation of liability set forth above shall: (i) only apply to the extent permitted by law and (ii) shall not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

13. SEVERANCE

13.1 If any part of the Terms of Sale shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of the terms.

14. LAW AND JURISDICTION

14.1 These Terms of Sale, any documents they refer to, and any disputes arising from or in relation to them or any documents they refer to, whether contractual or non-contractual, shall be governed by and construed in accordance with the law of the Republic of Zambia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Republic of Zambia.

15. THIRD PARTIES

15.1 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16. AMENDMENT

16.1 We reserve the right to change these terms and conditions from time to time but any changes will not apply to any software purchases made prior to the change being made.

