



Standard conditions of Sale

updated 24th July 2019

1. The customer accepts that by his signature hereto that the order pertaining hereto is irrevocable, unless under trial as per Clause 6.
2. All prices exclude VAT and all quoted prices are valid for 7 days from date of quotation.
3. All monthly charges are activated on delivery of the systems ordered herein. Where extenuating circumstances exist, the monthly charges will not be activated for a MAXIMUM of 30 days from date of delivery.
4. This sale is, at the discretion of the Mr Backup Technical Director, subject to a technical assessment of the customer's IT Systems to determine suitability for Mr Backup equipment or software installation. This sale may be cancelled by Mr Backup post said assessment, and if so, customer deposit will be returned unless agreement can be reached on an acceptable system which would be applicable to the assessed situation at the customer site(s). The customer hereby guarantees to grant Mr Backup technical representatives access to the customer IT network and server for the purpose of assessment for suitability, and, if applicable, for the subsequent installation and setup.
5. Irrespective of any proposed installation date, installation will only take place if agreement on the sale based on the technical assessment has been reached between customer and Mr Backup, and once the deposit referred to in clause 7 or 8 below has been cleared in the bank account of Mr Backup.
6. Mr Backup requires a spare network and plug-point at the position of equipment installation, if applicable, as in onsite hardware installations. The customer must indicate if this is available at time of order, and must arrange the availability thereof forthwith after signature of the Mr Backup Sales Order. Any cost incurred in this provision is for the customer's account and is not included herein.
7. On Outright purchase order of systems, and prior to installation, a deposit amounting to 50% (fifty percent) of the signed Mr Backup Sales Order and its relevant invoice, is payable to Mr Backup by the customer
8. In the case of hardware orders, if the system is hired, then the following terms will apply:
 - The hire is on a month to month basis and the systems remain the property of Mr Backup at all times in perpetuity.
 - A deposit amounting to 3 (three) months value of the Hire fee and the Monthly Services fees, inclusive of VAT, is payable prior to installation.
 - The customer may cancel this agreement with no further notice period during the first 3 (three) months of operation.
 - Should the customer cancel within the three month period, there will be no return of deposit.
 - Monthly hire and services fees will be on monthly debit order on the customer's bank account from 4th month.
 - Should the customer wish to cancel this agreement at any time after the initial three (3) month period, then a notice period of three (3) months is applicable
 - Service and maintenance fees are included in the monthly charges, but exclusions include Acts of God and damages caused by anyone other than Mr Backup technical staff.
9. If the system sold to the customer is sold as a Trial Installation on the designated customer site, then the following terms apply:

The trial period is for a maximum of 30 days and may only be extended if both parties agree in writing.

 - The customer may cancel the sales order after the trial period if the system does not measure up to the initial expectation of the customer.
 - Should the customer cancel the sales order after 30 days of trial, the customer invoice for the trial period will be credited and the trial system removed from the customer premises.
 - Should the customer agree at the end of the trial period that the system is working to the agreed expectation, then the customer will immediately pay for the trial period, it being regarded as the first month of operation of the installed systems. In this case, the customer will also be invoiced for the second month of installation which is payable in advance.
 - If the trial period was extended by agreement, the relevant invoice will be adjusted pro rata for the time period relative to the extended trial.
10. Mr Backup installation fees as included herein are for the standard installation of any hardware, and the normal setup of servers/users in accordance with the order placed. Any additional costs due to the backup of virtual servers, servers or extra users not originally discussed, and for any software backup plug-ins and scripts required due to software used on the site, will be for the customer's account.
11. In the case of Software Licensing, Monthly fees are perpetual over a 2 year period from date of signature hereof. If the customer cancels this agreement, the customer must settle the outstanding value of the software provided, which amount is based on the remaining months due at time of cancellation.
12. All monthly management and service fees are **payable in advance not later than the first day of each month**.
13. All monthly management, monitoring, storage or archiving fees are subject to a 3 month cancellation period from the 1st of the month on or after the date of cancellation by the customer delivered to Mr Backup in writing..
14. All charges for any hardware systems installed in terms of the agreement are payable from date of installation as a working unit, even although data backups thereon may take up to 30 days to settle into the final routine as required by the customer.
15. Restore charges, if assistance is required by the customer, are not included herein. The charges for this optional service are indicated in the Service Level Agreement between the customer and Mr Backup. The customer has access to the customer's data and storage media at all times free of any charge whatsoever if collected from Mr Backup premises, or at a charge of one rotation fee if delivered to the customer's premises by Mr Backup.
16. All data traffic to and from any Data Centre under the control of Mr Backup, is charged to the customer at the rates indicated in the Service Level Agreement between the customer and Mr Backup.
17. The customer has access to the console of the control software purchased in terms of this agreement on request.
18. WARRANTY ON FACTORY DEFECTIVE PRODUCT IS ONE YEAR from date of purchase.
19. By signature hereto the customer agrees to the standard terms and conditions of the Mr Backup service level agreement (SLA) as attached hereto, and as posted on the website www.mrbackup.biz.

END TO END DATA MANAGEMENT

Mr Backup (Pty) Ltd registration number 2010/015898/07

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