

# TERMS & CONDITIONS

- 1.** All quotations / orders are subject to the express condition that Bark Alarms shall in no way be liable for any consequential loss, damage or delay to the customer / client arising from an act of God, act of state, breakdown of equipment, labour dispute, war, riots, civil commotion, transport delay or any other causes beyond the control of Bark Alarms (Pty) Ltd.
- 2.** Unless expressly agreed upon otherwise, all invoices are due and payable upon presentation of a tax invoice.
- 3.** No production will commence until proof of agreed payment has been received by Bark Alarms (Pty) Ltd.
- 4.** All products manufactured, delivered and / or installed shall remain, in total, the sole property of Bark Alarms (Pty) Ltd until paid for in full.
- 5.** Bark Alarms (Pty) Ltd reserve the right to change or modify the design of the product without further notice.
- 6.** All installation work and moving parts, or parts thereof, have a one-year guarantee.
- 7.** The polycarbonate has a 10 years guarantee as received from the manufacturer, and only if the product is cleaned according to ViewProtect cleaning recommendations and full payment, as agreed to in writing, and/or as set out in this terms. This guarantee covers any discolouring of the bars, and does not include any damage due to negligence or attempted break-ins.
- 8.** Polycarbonate cleaning recommendation is to clean the polycarbonate with a soft damp cloth and a non-abrasive household detergent. Special care must be taken during cleaning of bars. ViewProtect cleaning kits are available on request.
- 9.** All other products from Bark Alarms (Pty) Ltd carry a one-year guarantee against manufacturing defects, only if paid in full as agreed in writing, and/or as set out in this terms. The guarantee does not cover any damage due to wear and tear, negligence or attempted break-ins.
- 10.** Proof of purchase must be supplied by the customer in a warranty claim to determine date of purchase and/or if a Bark Alarms certified installer has been used for installation.
- 11.** All quotes are valid for a period of 14 days, thereafter the quote may be subject to material price increases.
- 12.** All other costs not included in the purchase price, such as customs, duty fees and taxes payable in the country to which the products are consigned to, shall be for the customer's account.
- 13.** Goods delivered with protection will be deemed to be in good condition.
- 14.** It is the customer's responsibility to sign an acceptance of the product or appoint a duly authorised person to accept the product on their behalf.
- 15.** The risk of the goods sold and delivered by Bark Alarms (Pty) Ltd to the customer shall pass on to the client upon delivery.

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- 16.** Once goods are delivered, Bark Alarms (Pty) Ltd accepts no liability should damage occur. Bark Alarms (Pty) Ltd will not be responsible for any loss, theft or damage to existing property or personal injuries.
- 17.** Bark Alarms will only replace items if they are defective or damaged. If you need to exchange it for the same item, send us an email to [info@barkalarms.co.za](mailto:info@barkalarms.co.za) and send your item to: Bark Alarms Security (Pty) Ltd, 35 George Blake street, Plankenbrug, Stellenbosch, Western Cape, 7600, South Africa.
- 18.** The customer will be responsible for paying for their own shipping costs for returning their item. Shipping costs are non-refundable. If the customer receive a refund, the cost of return shipping will be deducted from the refund.
- 19.** If the customer are shipping an item over R1000, the customer should consider using a trackable shipping service or purchasing shipping insurance.
- 20.** Any discount provided by Bark Alarms can be withdrawn, if payment of outstanding money is not paid on agreed time, or stipulated in these terms. Interest of bank prime rate +2, can be charged on any outstanding money not paid within 30 days of the agreed time.
- 21.** All purpose-made products e.g. EziBar, AluRail, Trojan Gates, etc. are made to specific measurements. Once production has started, it cannot be cancelled or varied in any manner whatsoever. Should changes be required, the client undertakes to pay for all costs already incurred by Bark Alarms (Pty) Ltd in the execution of this order, whether fully or partially completed.
- 22.** Any changes to the quote will be in writing to [info@barkalarms.co.za](mailto:info@barkalarms.co.za). No verbal changes to the quote will be accepted and if so, Bark Alarms (Pty) Ltd will not be held responsible for any errors.
- 23.** Bark Alarms (Pty) Ltd, or any company representative, will not be liable for any damage suffered - including but not limited to - water pipes, electrical wiring, tiles, plaster or any similar damages caused during installation of the products.
- 24.** It is the customer's obligation to protect their valuables in the home /office, and to point out any electrical, plumbing or water hazards before the installation of the products commence.
- 25.** Guarantees are subject to adequate and regular cleaning, servicing and maintenance by the customer. Fair wear and tear is excluded. The customer acknowledges that metal products are known to rust and corrode, and the products will therefore not be covered under the guarantees of Bark Alarms (Pty) Ltd.
- 26.** Any metal products installed within a 5km radius of any body of water - sea, dam, river, etc - shall be serviced and washed by the customer at least twice a month, and will carry a one-year rust and corrosion guarantee.
- 27.** Metal products outside the 5km radius of any body of water shall be serviced and washed by the customer, and will have a three-year rust and corrosion guarantee.
- 28.** The customer shall only have one claim per product, and it excludes any damages after installation.
- 29.** Bark Alarms (Pty) Ltd reserves the right to refuse repair or replacement if proof of the required maintenance cannot be supplied by the customer.

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**30.** Bark Alarms (Pty) Ltd reserves the right to change these terms and conditions from time to time at our sole discretion. In the event of any violation of these terms and conditions, we reserve the right to seek all remedies available whether by law or equity.

**31.** The client confirms that they have read and understood all the above conditions, and have accepted such.

## **Bark Alarm System**

**32.** During registration the customer will be responsible to provide the correct personal information. All users and angels details must be approved on the Bark App by the principle agent. All personal information provided will be protected and not used for exploitation.

**33.** After registration the principle agent will have access to their account and it is the principle agent's responsibility to keep the information protected. No information will be allowed to be shared with any third party with a written consent of Bark Alarms (Pty) Ltd.

**34.** The customer needs to inform Bark Alarms if they expect any breach of security by sending an email to [info@barkalarms.co.za](mailto:info@barkalarms.co.za)

**35.** To keep the Bark units in working order will be the responsibility of the customer after installation and activation was completed by the installer. A constant light will be visible on the Bark Alarm unit when plugged into a workable wall socket to keep the unit active and on charged. The light will flicker during a power failure or when alarm are triggered.

**36.** It is the duty of the customer to educate himself as well as the listed users on the working of the Bark units and App. Information will be available on Bark Alarm website.

**37.** It is the customer's responsibility to make sure their cell phone are switch on, software updated, and that their cell phone contracts are active to allow the Bark App to function.

**38.** Save access to the property must be provided by the customer for the installers during installation, maintenance or any upgrades required.

**39.** The Bark units are not transferable to any other third party or property.

**40.** Any defects or problems with the Bark units or App must be reported to Bark Alarm.

**41.** Any wilful damage to any of the Bark units will be for the account of the customer.

**42.** Part of the unique futures of the Bark Alarm is the effectiveness the community will react on a confirmed distress signal. It will the responsibility of the customer to inform the community to participate in keeping their neighbourwood safe.

**43.** The customer needs to get the consent from the users and angels to receive messages from Bark Alarm on community security tips and to inform them on the processes during a distress signal.

**44.** The customer needs to determine if the required cell phone reception are available at the property's location before registering with Bark Alarm (Pty) Ltd