



TruePath Terms and Conditions

Combined client-facing terms covering TruePath sales, quotations, estimates, payments, delivery, returns, credits and order handling.

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Important: These terms are drafted for operational protection and client clarity. They should be reviewed by a South African attorney before final legal adoption.

1. Scope and Application

These General Terms and Conditions apply to all quotations, estimates, invoices, orders, products, business supply services, support work, special order sourcing work, deliveries and related transactions supplied by TruePath (Pty) Ltd, unless TruePath has agreed different terms in writing.

These terms are intended to operate together with any quotation, estimate, invoice, statement of work, special order sourcing engagement terms, service schedule, delivery note, warranty process, credit note or written instruction accepted by TruePath.

If there is any conflict between these General Terms and Conditions and a more specific written agreement signed or expressly accepted by TruePath, the more specific written agreement will apply only to the extent of that conflict.

2. Client Authority and Instructions

The person approving a quotation, issuing a purchase order, making payment, accepting delivery or instructing TruePath confirms that they are authorised to bind the client or purchasing entity.

The client is responsible for checking all product descriptions, specifications, quantities, delivery details, compatibility requirements, licence requirements, user details, billing details and site requirements before approving an order.

TruePath may rely on written, emailed, WhatsApp or system-recorded instructions received from the client's authorised representative. TruePath is not responsible for losses caused by incorrect, incomplete or late instructions from the client.



3. Quotes, Estimates and Product Information

Quotations and estimates are prepared using supplier information, product availability, exchange rates, delivery costs and pricing available at the time of issue. Unless expressly stated otherwise, a quotation or estimate is not a guarantee of stock, final pricing or immediate delivery.

Product images, supplier descriptions, brochures and web links are provided for convenience and may not reflect every final product variation. The written specification on the accepted quotation or invoice is the primary record of what has been ordered.

TruePath may correct obvious typing, calculation, stock-code or pricing errors before processing an order. If a material correction changes the price or specification, the client will be asked to approve the updated order.

4. Payment Terms

TruePath operates on a payment-before-delivery basis unless TruePath has approved different written terms for a specific transaction.

Orders exceeding R1,000 that are paid by EFT will only be processed once the funds have reflected in the TruePath bank account. A Proof of Payment is appreciated but does not constitute cleared payment.

For orders of R1,000 or less, payment may be made by EFT before delivery or by card upon delivery, subject to a card payment facility being available and subject to TruePath's operational approval.

TruePath may withhold ordering, release, installation, activation, delivery or handover of goods or services until payment has been successfully received and cleared. TruePath does not offer automatic credit facilities, 30-day accounts or payment terms unless confirmed in writing.

5. Pricing, Taxes and Supplier Changes

Prices may change if supplier pricing, exchange rates, freight charges, courier costs, taxes, duties or stock availability change before payment is received and the order is processed.

Where a supplier changes pricing or withdraws stock before TruePath can secure the order, TruePath may issue a revised quote, recommend an alternative product, place the order on hold or cancel the affected item and credit the client's account where applicable.

Unless clearly stated otherwise, prices exclude additional work, delivery attempts, installation, data transfer, configuration, software licences, warranty freight, special packaging, travel time, parking, tolls and after-hours assistance.

6. Stock Availability, Lead Times and Back Orders

All stock availability and lead times are subject to supplier confirmation. A supplier indication of available stock does not guarantee that stock will remain available until TruePath has placed and secured the order.

Estimated lead times are not binding delivery dates. TruePath will take reasonable steps to follow up with suppliers and communicate material delays, but TruePath is not liable for supplier, courier, customs, manufacturer or distributor delays outside its reasonable control.



If an item becomes unavailable, TruePath may offer an alternative, place the order on back order, split delivery where practical, or credit the client's TruePath account for the affected item if payment has already been received.

7. Delivery, Collection and Risk

Delivery dates and times are estimates unless TruePath expressly confirms a fixed appointment. The client must ensure that a responsible person is available to receive, inspect and sign for goods.

Risk in goods passes to the client on delivery, collection, handover to the client's nominated courier, or attempted delivery where the client or its representative fails to receive goods as arranged.

Additional delivery, storage or redelivery fees may apply if delivery cannot be completed due to incorrect addresses, unavailable representatives, access restrictions, unpaid balances, client delays or changes requested after dispatch.

For safety and stock-security reasons, TruePath may decline door-to-door delivery to any area where TruePath, its courier partner, insurer, security provider or delivery team reasonably considers there to be an elevated safety, theft, hijacking, unrest, access or parcel-security risk. In these cases, TruePath may require the client to use an approved courier option, PUDO locker or counter collection, collection from a TruePath-approved collection point, or delivery to an alternative serviceable address.

Restricted or high-risk delivery areas may include, without limitation, any township or informal settlement area; Athlone; Delft; Nyanga; Khayelitsha; Gugulethu; Langa; Philippi and Philippi East; Mitchells Plain; Manenberg; Hanover Park; Bonteheuwel; Bishop Lavis; Elsies River; Lavender Hill; Steenberg; Mfuleni; Crossroads; Samora Machel; Kraaifontein; Atlantis; and any other Cape Town area identified by TruePath or its delivery partners as high risk at the time of delivery.

This policy is applied for the protection of clients, staff, couriers, vehicles and stock. It is not a refusal to supply goods to a client; it only affects the delivery method available for the order.

8. Inspection on Delivery and Shortages

The client must inspect goods as soon as reasonably possible after delivery or collection. Visible damage, shortages, incorrect items or packaging concerns must be reported to TruePath in writing within 24 hours, together with photographs where relevant.

Failure to report visible delivery issues within the required period may limit TruePath's ability to raise a supplier, courier or insurance claim. TruePath will not be responsible for missing accessories, packaging damage or visible issues reported late where the delay prejudices the claim.

The client must keep all original packaging, serial-number labels, accessories and documents until any delivery or warranty issue has been resolved.

9. Returns, Warranty Claims and Supplier Assessment

All returns, warranty claims, exchanges and supplier credits are subject to the relevant supplier, manufacturer, distributor, courier and warranty assessment processes, as well as applicable law.



The client may be required to return the product for inspection, testing or assessment before any repair, replacement, refund, exchange or credit can be approved. TruePath may not issue a final outcome until the supplier or manufacturer has completed its process.

TruePath may decline or refer back any return or warranty request where the supplier rejects the claim due to misuse, accidental damage, liquid damage, unauthorised modification, missing packaging or accessories, tampering, incorrect installation, power surge, negligence, normal wear and tear, or any condition outside the supplier's warranty policy.

Nothing in these terms is intended to exclude or limit any non-excludable rights a client may have under applicable South African law, including rights that may apply to defective goods.

10. Customer Account Credits and Refunds

TruePath does not provide cash refunds for approved product returns, warranty claims, supplier credits, exchanges, order changes or cancelled items unless a cash refund is required by applicable law or expressly approved by TruePath in writing.

Where a supplier authorises a credit for a returned or exchanged product, or where TruePath approves a credit, the approved value will be applied as a credit on the client's TruePath account.

Account credits may be used towards future purchases of products or services supplied by TruePath. Account credits are non-transferable and may only be used by the account holder or purchasing entity to whom the credit was issued.

Where a replacement product is lower in value than the original purchase, the remaining balance will remain on the client's account until fully utilised. For example, if the original item value is R20,000 and the approved replacement item is R18,000, the remaining R2,000 will remain as a TruePath account credit and will not be paid out in cash unless required by law.

Where a replacement product exceeds the available credit value, the client must pay the difference before the replacement order is processed.

11. Cancellations and Order Changes

The client may not cancel or change an order after TruePath has sourced, placed or secured the supplier order, allocated stock, incurred costs, booked delivery, started configuration or otherwise acted on the client's instruction, unless TruePath agrees in writing.

Special-order, non-stock, custom, configured, branded, opened, activated, licensed, software, subscription, hygiene-sensitive or client-specific items may not be cancellable or returnable unless the supplier permits it or the law requires it.

Where TruePath permits a cancellation or change, TruePath may deduct supplier fees, courier costs, restocking fees, bank charges, administrative costs and work already performed before issuing any account credit.



12. Services, Installations and Support

Services are supplied according to the agreed scope. Any work outside the agreed scope may be quoted separately or charged at TruePath's applicable rates.

The client must provide access, accurate information, passwords or administrator approval where required, safe working conditions, and timely decisions. Delays caused by the client may result in rescheduling fees or additional charges.

TruePath is not responsible for pre-existing faults, unsupported software, poor connectivity, third-party platform downtime, client data loss caused by inadequate backups, or compatibility issues where the client did not disclose relevant information before work commenced.

13. Limitation of Liability

To the fullest extent permitted by law, TruePath will not be liable for indirect, special, incidental, punitive or consequential loss, including loss of profit, loss of revenue, business interruption, loss of data, loss of goodwill, loss of opportunity or third-party claims.

To the fullest extent permitted by law, TruePath's total liability for any claim arising from a transaction will be limited to the amount paid by the client to TruePath for the specific product or service giving rise to the claim.

This limitation does not exclude liability that cannot legally be excluded, and it does not limit any remedy that applicable law requires TruePath to provide.

14. Privacy and Client Information

TruePath may collect and process client information required to quote, source, order, deliver, support, invoice and manage client accounts. This may include contact details, delivery details, billing details, device information, serial numbers and service history.

The client confirms that it has authority to provide any personal information supplied to TruePath and that the information may be shared with suppliers, couriers, manufacturers, distributors, payment providers and service partners where necessary to perform the transaction.

TruePath will take reasonable steps to protect client information and will use it only for legitimate business purposes connected to the client relationship, legal compliance, account administration and service delivery.

15. Disputes and Governing Law

These terms are governed by the laws of the Republic of South Africa. The parties will first attempt to resolve disputes in good faith through written communication and reasonable escalation.

If a dispute cannot be resolved informally, either party may use any lawful dispute process available to it. The client remains responsible for undisputed amounts while any dispute is being addressed.



Quotation and Estimate Terms

The following quotation and estimate terms apply whenever TruePath issues a quotation, estimate, pro forma invoice, pricing proposal or product recommendation. These terms form part of TruePath's overall Terms and Conditions and should be read together with the general terms above.

1. Purpose of These Quotation Terms

These Quotation and Estimate Terms apply to every TruePath quotation, estimate, pro forma invoice, pricing proposal, product recommendation and related order discussion.

They are designed to make clear when pricing is valid, when an order is secured, what the client must approve, and how changes, cancellations, returns and account credits will be handled.

2. Quote Validity and Acceptance

A quotation or estimate is valid for 7 days from the date it is delivered to the client, unless a different validity period is expressly stated on the quotation or estimate. Validity remains subject to stock availability, supplier pricing, courier costs and exchange-rate movement before the order is accepted, paid and processed.

A quotation is accepted when the client confirms approval in writing, issues a purchase order, pays the quoted amount, instructs TruePath to proceed, or otherwise acts in a manner that indicates acceptance.

Acceptance of a quotation includes acceptance of these Quotation and Estimate Terms, the General Terms and Conditions, and any product-specific or supplier-specific conditions communicated by TruePath.

3. Estimates versus Fixed Quotations

An estimate is an indicative price based on the information available at the time. It is not a final fixed price and may change once specifications, supplier pricing, delivery requirements or scope are confirmed.

A fixed quotation becomes binding only once TruePath has expressly issued it as a quotation, the client accepts it, payment has cleared where required, and TruePath is able to secure the quoted stock or services.

If information supplied by the client is incomplete or incorrect, TruePath may revise the estimate or quotation to reflect the correct products, services, delivery costs, labour, licences or supplier charges.

4. Stock and Pricing Protection

Quoted stock is not reserved unless TruePath confirms reservation in writing or the supplier confirms allocation after payment and order processing. Supplier portals may show stock that is later sold out or reallocated.

TruePath is not liable where stock becomes unavailable, pricing changes, a supplier discontinues an item, or a supplier refuses to honour a price before the order is secured.

If a quoted item becomes unavailable, TruePath may recommend an alternative, revise the quotation, split the order, place the item on back order, or credit the affected amount to the client's account where payment was already received.



5. Product Specifications and Client Approval

The client must check all quoted specifications before approval, including model numbers, processor, memory, storage, screen size, operating system, warranty term, colour, accessories, compatibility, licences, quantity and delivery address.

TruePath may assist with recommendations, but the client remains responsible for confirming that the quoted goods meet the client's intended use unless TruePath has expressly accepted a written specification brief and confirmed suitability in writing.

Changes requested after approval may result in repricing, delays, supplier charges, restocking fees or account credits instead of cash refunds.

6. Payment and Processing

Orders are processed only after cleared payment unless TruePath has approved written account terms for the specific client and transaction.

Orders over R1,000 paid by EFT will only be processed once the funds reflect in TruePath's bank account. A Proof of Payment does not constitute cleared payment and does not guarantee stock allocation.

Orders of R1,000 or less may be paid by EFT before delivery or by card upon delivery, provided a card facility is available and TruePath approves that arrangement for the delivery.

7. Delivery and Additional Charges

Delivery charges, installation charges, setup costs, travel charges, configuration work, data transfer, after-hours work, special handling and additional courier fees are excluded unless expressly included in the quotation.

If the client changes the delivery address, delivery time, contact person, site access requirements or delivery instructions after approval, TruePath may charge additional fees and delivery may be delayed.

Redelivery, failed delivery, storage or waiting-time fees may be charged where delivery cannot be completed because of the client's unavailability, access restrictions, incorrect information or unpaid balances.

TruePath may decline door-to-door delivery where the delivery address falls within an area that TruePath, its courier partner, insurer, security provider or delivery team reasonably considers high risk for safety, theft, hijacking, unrest, access or parcel-security reasons. In these cases, TruePath may require courier delivery to an alternative serviceable address, PUDO locker or counter collection, collection from an approved collection point, or another secure handover method agreed by TruePath.

High-risk or restricted delivery areas may include, without limitation, any township or informal settlement area; Athlone; Delft; Nyanga; Khayelitsha; Gugulethu; Langa; Philippi and Philippi East; Mitchells Plain; Manenberg; Hanover Park; Bonteheuwel; Bishop Lavis; Elsies River; Lavender Hill; Steenberg; Mfuleni; Crossroads; Samora Machel; Kraaifontein; Atlantis; and any other Cape Town area identified by TruePath or its delivery partners as high risk at the time of delivery.



8. Special Orders, Custom Items and Licences

Special-order, non-stock, imported, custom-built, configured, branded, opened, activated, software, subscription, licence-based or client-specific items may not be returned, exchanged or cancelled unless the supplier permits it or the law requires it.

The client must ensure that licence quantities, user details, domains, tenants, device specifications and compatibility details are correct before approval. Once activated or assigned, many licences and subscriptions cannot be reversed.

Where a supplier allows a cancellation or return of a special-order item, any supplier fees, restocking fees, courier fees, exchange-rate losses, bank charges and work already performed may be deducted before any account credit is issued.

9. Cancellations

The client may request cancellation before TruePath has placed supplier orders, secured stock, incurred costs or commenced work. After that point, cancellation is subject to TruePath and supplier approval.

TruePath may cancel or suspend a quotation or order if payment is not received in time, stock becomes unavailable, supplier information changes, fraud or payment risk is suspected, or the client does not provide information required to process the order.

Approved cancellations will usually be handled by account credit rather than cash refund, unless a refund is required by law or expressly approved by TruePath.

10. Returns, Exchanges and Account Credits

Returned goods must be assessed under the applicable supplier, manufacturer, distributor or warranty process before any outcome is confirmed.

TruePath does not provide cash refunds for approved product returns, supplier credits, warranty claims or exchanges unless required by applicable law. Approved values will be applied as account credits where legally permissible.

If the client chooses a replacement product with a lower value than the approved credit, the remaining balance will stay on the client's TruePath account. If the replacement product is higher in value, the client must pay the difference before the order is processed.

11. Errors and Omissions

TruePath may correct obvious errors, omissions, stock-code mistakes, calculation mistakes or supplier data errors on a quotation before processing the order.

If a correction materially changes the order, TruePath will provide the client with an updated quotation or written correction for approval before proceeding.



12. Relationship with General Terms

These quotation terms must be read with TruePath's General Terms and Conditions. Where a quotation includes a more specific written term, that specific term applies to the relevant quote only.

No employee, representative or contractor may waive these terms unless TruePath confirms the waiver in writing.

Credit Handling Summary

Area	TruePath Position
Supplier-approved credit	Applied to the client's TruePath account where a cash refund is not legally required.
Lower-value replacement	Remaining balance stays as account credit for future purchases.
Higher-value replacement	Client pays the difference before the replacement order is processed.
Transferability	Credits are non-transferable and linked to the original account holder or purchasing entity.
Supplier rejection	No credit is issued where the supplier rejects the claim for reasons outside the applicable warranty or return terms.