

Online Sales Terms and Conditions

Ratch Tech (Pty) Ltd | Effective 26 October 2026

These Terms govern once-off and subscription purchases made through www.ratchtech.com and other sales channels that expressly refer to them. Please read them with the General Terms and Conditions (Arbitration-First) where expressly incorporated, the [Refund and Cancellation Policy](#), and the [Privacy Policy](#).

1. Supplier identification

Ratch Tech (Pty) Ltd ("Ratch Tech", "we", "us", or "our") is a private company incorporated in South Africa, registration number **2025/242708/07**. Its registered and business address, and address for service of legal notices, is **4 Birmingham Road, Plumstead, 7801, Cape Town, South Africa**. Its directors are **Warren Fletcher** and **Simon Raw**. Contact: **support@ratchtech.com**; **+27 78 004 3426**; **www.ratchtech.com**. A VAT registration number has not been supplied; any applicable tax treatment will be shown on the quotation or checkout and invoice.

2. Scope and order of precedence

These terms apply to natural-person consumers and business customers, subject to the statutory protections applicable to each. An accepted written quotation, statement of work, service-level agreement (SLA), data-processing agreement (DPA), or product-specific licence may add specific conditions. In a direct conflict, the more specific negotiated document prevails for that subject only, but no term overrides a mandatory statutory right. The Refund and Cancellation Policy governs return and refund procedures; this document governs the sale generally.

3. Products and services

Ratch Tech may supply software licences, digital downloads, physical equipment, consulting and integration work, hosted software (SaaS), hosting, monitoring and related support. Descriptions, inclusions, technical specifications, geographic availability, any licence restrictions and any dependencies are as stated on the product page or agreed quotation at the time of the order. A once-off payment does not include ongoing updates, hosting, maintenance or support unless expressly included. Services specific to industrial control or remote monitoring may require separate scoping and technical documentation.

4. Prices, taxes and checkout

Prices are quoted in South African rand (ZAR), unless otherwise disclosed. Before an online order is finalised, we will disclose the total price, applicable taxes and any delivery, setup or other mandatory fees. Customers must be able to review the order, correct mistakes and withdraw before placing it. Available payment methods and any payment service provider are identified at checkout. We will provide an electronic transaction confirmation and means to retain an order record. Where payment is declined or an order cannot lawfully be fulfilled, we will notify the customer and deal with any payment received according to law.

5. Acceptance and fulfilment

A customer's submission is an offer to purchase. Acceptance occurs when we issue an order acceptance, activate the paid service, dispatch the goods or begin agreed work, whichever first signifies acceptance. Quotations remain subject to their stated expiry and conditions. We may reject an order before acceptance for genuine reasons such as non-availability, failed payment or suspected fraud. Where ECTA section 46 applies, orders are to be fulfilled within the agreed period or, absent agreement, within 30 days; statutory cancellation and refund rights apply for delay or unavailability.

6. Once-off purchases and digital delivery

Once-off products are billed at the price accepted when ordered. A software or digital product may be delivered by download, electronic licence, repository access, account activation or another clearly disclosed method. Purchasers receive only the licence or rights expressly granted, not ownership of the software's underlying intellectual property. Where a service is to start immediately, we may obtain the customer's express consent to begin within the ECTA cooling-off period; legal effects of that consent are explained in the Refund and Cancellation Policy. Download or activation does not, by itself, extinguish statutory remedies for defective or misdescribed products.

7. Physical goods, delivery and risk

Physical goods are supplied only where the destination, delivery cost, delivery method and estimated timetable are agreed at checkout or in a quotation. Because no general shipping region or returns depot has been designated, Ratch Tech will confirm delivery and return arrangements for each physical-goods order. Any statutory rights concerning delivery, risk, incorrect products and defective goods remain unaffected. Where a customer exercises a statutory defect remedy, return risk and expense will be dealt with as required by the Consumer Protection Act (CPA).

8. Consulting, development and integration

Consulting, technical implementation, software development, automation integration and custom work will be governed by a quotation or statement of work specifying scope, assumptions, milestones, deliverables, fees and acceptance criteria, where applicable. Work outside the agreed scope may require a change order. The customer will provide timely access, accurate technical requirements and any necessary third-party permissions. Rights to pre-existing tools, code and know-how remain with their original owner; ownership or licensing of commissioned deliverables is determined by the agreed statement of work.

9. Monthly and annual subscriptions

Subscriptions are offered on monthly or annual billing cycles and automatically renew at the disclosed price and interval unless cancelled. Ratch Tech does not intend to impose a separate fixed minimum commitment as its standard subscription model; however, the legal treatment of a particular annual or other plan depends on its actual terms, and any applicable fixed-term consumer protections will be respected. Charges recur only where the customer has authorised them. We will identify each plan's price, scope, renewal date, inclusions and cancellation procedure before sign-up.

9.1 Cancellation

A customer may request cancellation at any time through available account controls or by emailing support@ratchtech.com. For an ordinary rolling subscription, cancellation stops the next renewal provided it is received before that renewal is processed. Access ordinarily continues until the end of the paid billing period. No voluntary pro-rata refund for unused time is offered solely for convenience, except as required by law or expressly agreed. Cancelling does not waive sums properly owing for services already rendered.

9.2 Annual plans and statutory fixed-term rights

If a subscription legally qualifies as a fixed-term consumer agreement to which CPA section 14 applies, the customer may cancel on 20 business days' recorded notice, subject only to lawful amounts and a reasonable permitted cancellation charge, and is entitled to any required credit. Statutory expiry notices and month-to-month continuation rules apply where relevant. Section 14 does not apply to agreements between juristic persons. We will not rely on a label such as "annual billing" to defeat an applicable statutory right.

9.3 Trials and promotional pricing

Free trials, promotional periods and discounts will disclose their duration and the ordinary price and billing commencement when they end. Where a trial converts to a paid recurring subscription, the customer must have authorised that conversion and its charges. A customer may cancel before conversion to avoid a new paid renewal. We may withdraw a promotional offer prospectively, but not retrospectively alter an accepted transaction.

9.4 Failed payments and price changes

We may request updated payment details after payment failure and, following appropriate notice, suspend an unpaid service where lawful. Material subscription price changes will be notified before taking effect; any customer consent or cancellation rights required by law or contract will be respected. We will not impose a new charge without the necessary authorisation.

10. Accounts, acceptable use and security

Customers must keep account credentials confidential, notify us promptly of suspected compromise, and ensure authorised users comply with applicable licence and service terms. Services must not be used to breach laws, attack systems, infringe rights, distribute malicious code or compromise another user's service. We may take proportionate security steps, including temporary restrictions, when reasonably necessary and lawful. Customers remain responsible for lawful control of data uploaded under their accounts and for properly securing devices and third-party systems they connect.

11. Hosted services and customer data

Customer-provided content, operational records, configuration files and telemetry remain the customer's or relevant rights-holder's data. Ratch Tech may access or process such data only as reasonably needed to provide, secure, support or lawfully administer the service, or as otherwise authorised. Where Ratch Tech processes personal information on a customer's behalf, the parties may require a separate DPA and written instructions. Data handling is further described in the Privacy Policy and applicable service documentation. Service availability, backup and recovery commitments apply only to the extent explicitly agreed in the applicable plan or SLA.

12. Industrial-control and operational safety

Industrial control, instrumentation and monitoring products must be installed, commissioned, operated and maintained by suitably competent personnel. Unless a specific product is expressly supplied and certified for a particular safety function, customers must not treat it as a substitute for independently appropriate safety systems, emergency stops, protective interlocks, regulatory checks or fail-safe procedures. Site owners remain responsible for site-level risk assessments and verification. Nothing in this clause excludes statutory quality obligations, liability that cannot lawfully be excluded or an express written performance warranty.

13. Intellectual property

All Ratch Tech trademarks, software, designs, documentation, source code and background technology remain owned by Ratch Tech or its licensors, except where a separate written agreement provides otherwise. The customer obtains a non-exclusive, limited licence to use purchased software in accordance with the applicable licence terms. No unauthorised copying, distribution, resale, circumvention or reverse engineering is permitted, except where applicable law expressly allows it. Customers retain ownership of their own lawful content, subject to the limited processing permissions required to deliver services.

14. Consumer protections, refunds and complaints

Natural-person online consumers may qualify for ECTA's seven-day cooling-off right, subject to the Act's exceptions; qualifying consumers may have additional CPA rights. The CPA provides remedies for defective goods and deficient services where it applies. The Refund and Cancellation Policy explains the procedures and time limits without excluding mandatory rights. Queries and complaints may be sent to support@ratchtech.com; consumers may also approach appropriate ombuds, the National Consumer Commission or courts where the law permits.

15. Liability and service interruptions

We will use reasonable care and skill and provide goods and services to the standards required by applicable law. Service interruptions may occur owing to maintenance, third-party networks, power or other incidents; agreed SLAs govern any specific availability credits. Any limitation of liability in a negotiated business agreement applies only to the extent lawful. Nothing in these terms limits liability that the law prohibits us from excluding, including where applicable liability for gross negligence, or statutory rights relating to defective goods and services.

16. Privacy, communications and recordkeeping

We process relevant customer and company information under POPIA as described in the Privacy Policy at www.ratchtech.com/privacy-policy. Transaction notices may be sent electronically to the contact details supplied by the customer. Customers should retain copies of accepted quotes, checkout summaries, invoices, activation details and these terms. Material changes to ongoing contractual terms require the notice or agreement prescribed by law; revised web terms do not retrospectively remove accrued rights.

17. Disputes and governing law

South African law governs these terms. General dispute provisions appear in the General Terms and Conditions, including arbitration as the preferred first formal route for eligible commercial disputes. Mandatory consumer rights to approach regulators, ombuds, tribunals or courts are not displaced. Parties may seek urgent court relief where lawful.

18. Legal notices and contact

Ratch Tech (Pty) Ltd; registration 2025/242708/07; directors **Warren Fletcher and Simon Raw**. Registered office and address for legal notices: **4 Birmingham Road, Plumstead, 7801, Cape Town, South Africa**. Website: **www.ratchtech.com**. General, support, refund and cancellation email: **support@ratchtech.com**. Telephone: **+27 78 004 3426**. Last updated: **26 October 2026**.