



Refund & Cancellation Policy

Clear terms for project cancellations, equipment returns, service remedies, software work and refunds.

COMPANY	Xinix Technologies Company Ltd
LOCATION	Mcity Complex, Mukono, Uganda
CONTACT	Xinixtechnologies.co@gmail.com +256 756 227 643
EFFECTIVE DATE	11 September 2024

Plain-language summary. Tell us in writing as soon as possible if plans change. We refund money not yet earned or committed, while deducting completed work and reasonable, documented costs that cannot be recovered. Nothing in this Policy limits rights that cannot lawfully be excluded.

This Policy forms part of the terms on which Xinix Technologies Company Ltd ("Xinix", "we", "us" or "our") supplies equipment and services. It should be read with the applicable quotation, proposal, statement of work, work order, invoice, service-level agreement or other written contract (each, an "Order").

If an Order contains a specific refund or cancellation term, that term controls to the extent of any inconsistency, except where applicable law gives the customer a right that cannot be waived.

01 Scope and key principles

This Policy applies to Xinix's network infrastructure, fibre and structured cabling, CCTV and security systems, software development, installation, maintenance, hosting, support and related equipment supplied in Uganda, unless the Order states otherwise.

Our approach is based on four principles:

- Fair allocation. The customer pays for work performed and costs properly committed for the Order; Xinix returns the unearned balance.
- Prompt notice. Early written notice usually reduces cancellation costs.
- Evidence. Any deduction from a refund will be itemised on request.
- Mandatory rights preserved. Statutory remedies for defective goods, deficient services and eligible electronic transactions are not excluded.

02 How to cancel or request a refund

Send a written request to Xinixtechnologies.co@gmail.com. Include the customer's name, quotation or invoice number, service address, item or service concerned, the reason for the request, and preferred contact details. Photos, test results, delivery notes or error messages may help us assess defects more quickly.

A cancellation takes effect when Xinix receives the written notice. A phone call may help us act quickly, but it should be followed by written confirmation. We will acknowledge the request and may arrange an inspection, remote diagnosis, equipment return or project close-out.

03 Project and service cancellations

The following rules apply unless the Order provides a different cancellation schedule.

Before work starts

If the customer cancels before work starts, Xinix will refund amounts paid, less reasonable and documented costs already incurred or irrevocably committed for the Order. These may include an agreed paid site survey, design work, permits, transport bookings, supplier cancellation charges, special-order equipment and third-party licences.

After work starts

If the customer cancels after work starts, the customer must pay for work properly completed up to the effective cancellation date, materials used, equipment delivered or ordered specifically for the project, reasonable demobilisation and site-restoration costs, and non-cancellable third-party commitments. Xinix will refund any remaining balance.

Postponement and site access

A requested postponement is not a cancellation if both parties agree a new date. If Xinix has mobilised but cannot work because access, power, approvals, safety conditions or customer-provided dependencies are unavailable, reasonable remobilisation or waiting costs may apply where disclosed and supported. Repeated or prolonged postponement may be treated as cancellation after written notice.

04 Deposits and advance payments

A deposit secures scheduling and may fund procurement, design or mobilisation. Unless the Order expressly and lawfully states otherwise, a deposit is not automatically forfeited on cancellation. Xinix will apply it against amounts properly due under this Policy and refund the unused balance.

Where an Order identifies a booking fee, design fee or other amount as non-refundable, that term applies only to the extent the fee is reasonable, clearly disclosed before payment and permitted by law.

05 Equipment returns and defective goods

Standard, unused equipment

Standard stock equipment may be returned only with Xinix's prior written authorisation, in unused and resalable condition, with its original packaging, accessories, serial labels and proof of purchase, within the return period stated in the Order. If no voluntary return period is stated, acceptance of a change-of-mind return is at Xinix's discretion. The customer bears direct return costs and any reasonable supplier restocking charge disclosed before the return is accepted.

Items that ordinarily cannot be returned for change of mind

- custom-made, specially configured, cut-to-length or special-order items;
- opened software, activated licences, subscriptions, domains, cloud services or digital credentials;
- equipment that has been installed, programmed, registered, damaged, altered or used; and
- consumables and items whose resale, security or integrity cannot reasonably be assured.

This list does not remove any remedy available where goods are defective, not as described, unfit for an agreed purpose, wrongly supplied, or otherwise fail a term implied by law.

Defective or incorrect equipment

Notify Xinix promptly after discovering a problem and do not continue using equipment where doing so may cause damage or create a safety or security risk. After assessment, Xinix will provide the remedy required by the Order, any applicable manufacturer warranty and the law. Depending on the circumstances, this may be repair, replacement, re-performance, a price reduction or refund.

A customer does not lose rights relating to a latent defect merely because it was not visible at delivery. Warranty coverage does not ordinarily extend to damage caused by misuse, unauthorised modification, accident, vandalism, lightning or power events outside the specified protection, or failure to follow operating and maintenance instructions.

06 Service quality and remedial work

If Xinix's service materially fails the agreed specification or an applicable legal standard, notify us promptly and give us a reasonable opportunity to inspect and correct the issue. Where appropriate, Xinix may re-perform the affected service, repair or replace affected work, provide a proportionate price reduction, or issue a refund for the affected portion.

A refund is not ordinarily due for problems caused solely by customer changes, inaccurate information, third-party systems outside Xinix's control, unsupported equipment, unauthorised work by another provider, or circumstances that the Order expressly assigns to the customer. This does not excuse Xinix from its own breach.

07 Custom software and digital services

Custom software is produced in stages and cannot usually be returned like an unused physical product. If the customer cancels, the project will be closed out to the effective cancellation date. The customer must pay for completed discovery, design, development, testing, project management and other accepted or reasonably performed work, together with non-cancellable third-party costs. Xinix will refund any unearned balance.

A milestone already accepted under the Order is not refundable merely because the customer later changes direction. Defects or material non-conformity remain subject to the correction and acceptance process in the Order. If Xinix cannot correct a material failure within a reasonable time, the parties will apply an appropriate remedy to the affected milestone, including a proportionate refund where warranted.

Third-party licence fees, domain registrations, hosting, cloud usage and platform charges are refundable only to the extent the relevant provider refunds them to Xinix, unless the law requires otherwise. On payment of amounts properly due, Xinix will provide completed customer-owned deliverables in accordance with the intellectual-property and handover terms of the Order.

08 Maintenance, support and recurring services

A recurring service may be cancelled by written notice in accordance with its Order. Unless otherwise stated, cancellation takes effect at the end of the current paid service period and prevents the next renewal. Fees for a period in which the service was available are not prorated solely because the customer chose not to use it.

If Xinix terminates a prepaid recurring service without customer breach, Xinix will refund the unused prepaid portion from the effective termination date. If the customer terminates because of Xinix's uncured material breach, the same approach applies, without limiting other mandatory remedies.

09 Electronic transactions and cooling-off rights

Where a customer qualifies as a consumer and concludes an eligible transaction electronically, the customer may have a statutory right to cancel during the applicable cooling-off period. Xinix will honour any such right, including applicable rules on return costs and the deadline for repayment. Statutory exclusions may apply, for example to certain customised goods or services begun with the consumer's agreement.

Legal rights prevail. Nothing in this Policy excludes, restricts or delays a refund, repair, replacement, re-performance or cancellation right that applicable law does not allow the parties to exclude.

10 If Xinix cancels

Xinix may suspend or cancel an Order for non-payment, unsafe conditions, unlawful instructions, material customer breach, prolonged lack of access or dependencies, or another ground stated in the Order. The customer remains liable for completed work and properly committed costs, and Xinix will refund any balance not earned or committed.

If Xinix cancels for convenience or cannot perform for reasons not attributable to the customer, Xinix will refund the portion paid for goods not supplied and services not performed. The parties may instead agree rescheduling or an equivalent substitute.

11 Refund calculation and timing

An approved refund will be calculated as:

Amounts paid	Money actually received by Xilinx for the cancelled or affected Order.
Less	Completed work, supplied or used materials, accepted deliverables, and reasonable non-recoverable commitments permitted by this Policy and law.
Plus	Any other amount that applicable law or the Order requires Xilinx to return.
Equals	Refund due to the customer.

Xilinx aims to process an approved refund within 10 business days after the amount is agreed and all required return or verification steps are complete, and in every case within any shorter or mandatory deadline imposed by law. Bank, card or mobile-money providers may take additional time to post the credit. Refunds will ordinarily be sent by the original payment method or to a verified account in the payer's name.

Xilinx will not charge a fee merely to issue a refund. Transaction charges already levied by a payment provider will be deducted only where permitted by law and disclosed in the refund calculation. Taxes and credit notes will be handled in accordance with applicable tax requirements.

12 Disputes and governing law

Please raise a concern with Xilinx first so that the parties can try to resolve it promptly and in good faith. If it is not resolved, either party may use any dispute process in the Order or pursue a remedy available under Ugandan law. This Policy is governed by the laws of Uganda, without limiting any mandatory protection applicable to a consumer.

13 Changes to this Policy

Xilinx may update this Policy for future Orders by publishing or providing a revised version with a new effective date. A change will not retroactively reduce a customer's accrued rights or alter an existing Order unless the parties agree in writing or the law requires the change.

14 Contact

Email	Xinixtechnologies.co@gmail.com
Telephone	+256 756 227 643
Office	Mcity Complex, Mukono, Uganda
Hours	Monday to Saturday, 8:00 to 18:00

Legal reference note

This Policy is designed to operate consistently with Uganda's Electronic Transactions Act, 2011; Sale of Goods and Supply of Services Act, 2018; and Contracts Act, 2010. Current consolidated legislation is available from the Uganda Legal Information Institute (ULII): [Electronic Transactions Act](#), [Sale of Goods and Supply of Services Act](#), and [Contracts Act](#).