

Terms and Conditions

TERMS OF TRADE

The Customer agrees to be bound by the Company's terms of trade as follows: The terms of trade set out below govern all the supplies of goods, software, and services ("Products") from Supportnet Limited (Supportnet) to the Customer (you). They will replace any terms and conditions contained in any document used by the Customer and purporting to have a contractual effect, and the Customer's acceptance of any Products from Supportnet indicates the Customer's acceptance of these terms of trade.

1. Prices and Orders

- 1.1** Prices may be altered without notice.
- 1.2** Supportnet reserves the right to refuse to accept any order or any part of an order, and to deliver products by installments, in which case each installment will comprise a separate contract and shall be paid for as if it were a separate order.
- 1.3** Products/Services will be supplied where either payment accompanies an order or where a duly authorised Customer purchase order has been received and is charged against an account previously opened or prior arrangement with Supportnet.
- 1.4** Pricing quoted by Supportnet is in NZ dollars and is current as at the time of presentation. The prices quoted will remain in force for the period stipulated on the quotation. If no period of effectiveness is given, the prices and specifications are subject to change without notice.
- 1.5** Unless otherwise stated, all prices quoted are exclusive of Goods and Services Tax and insurance/freight/handling charges.
- 1.6** Equipment prices are quoted exclusive of any labour costs unless specified.
- 1.7** Minimum on-site or consultation fee is one hour, 15 minutes thereafter.
- 1.8** Traveling time will be charged for all on-site call outs, together with any parking charges incurred.
- 1.9** Telephone support will be charged. Minimum charge is 15 minutes and will include any Toll calls / cell phone expenses.
- 1.10** Supportnet standard office hours are 8.00am-5pm, Monday to Friday (excluding public holidays). Any jobs performed outside these hours may incur an extra charge.

2. Acceptance of Orders

- 2.1** Supportnet will supply only the Customer with goods on these Terms of Trade unless Supportnet has agreed in writing to different terms.
- 2.2** Supportnet will only accept the Customer's order if it is accompanied by an official Purchase Order or when the Customer has signed the Supportnet Quote Form and have returned it to Supportnet. If an order is made over the telephone, an official Purchase Order number must be supplied by the Customer.
- 2.3** Supportnet will only accept an order on the basis that the Customer has sufficient knowledge that it is ordered as being "fit for purpose".

3. Risk and Delivery

- 3.1** The Customer agrees to pay for all delivery costs. Where goods appear to be damaged or missing the Customer must contact the carrier and Supportnet immediately. Supportnet will make every effort to ensure delivery of products, or performance of services, is on time, but will not be liable to the Customer for any loss or damage arising in any way from any delay in delivery or performance. Delay in delivery or performance shall not entitle the Customer to cancel the order.

4. Delivery and Freight Charges

- 4.1** If the Customer requires goods to be shipped urgently, Supportnet reserves the right to charge the Customer for any additional freight charges incurred.
- 4.2** If the Customer has specified a delivery date, Supportnet will try to deliver the goods on that date. However, Supportnet will not be liable to the Customer in any way if the delay in delivery is in respect of causes beyond Supportnet's control.

- 4.3** Supportnet may deliver the goods to the Customer by installments in any quantities and each delivery will be a separate contract independent from the other deliveries.

5. Payment

- 5.1** Should the Customer cancel an order or delay delivery the Customer must pay any penalty fees which may have been incurred by Supportnet.
- 5.2** Payment by cheque or by any type of bank transfer will not be considered payment until the payment has been fully cleared through the banking system into Supportnet's bank account.
- 5.3** The Customer agrees to pay for the Products in full without deduction or set off and to pay goods and services tax and any other government duties, levies, or taxes in respect of the Products.
- 5.4a** Products Other Than Hardware/ Software Unless Supportnet has agreed to extend credit to the Customer, payment is to be made in full within 7 days of supply, or (only if specifically agreed in writing by Supportnet) by the 20th of the month following the dispatch of an invoice.
- 5.4b** Hardware/Software Payment is to be made with payment on order. This applies whether or not Supportnet has extended credit to the Customer. Hardware/ software are invoiced and payable at delivery of the goods and not at completion of installation of the hardware/software. The installation cost will be invoiced separately after the completion of installation.
- 5.5** If payment is not made in full by the due date, Supportnet is entitled to charge the Customer interest on the unpaid overdue balance at the rate of 5% per annum above the current overdraft rate charged by Supportnet's banker, compounding monthly on the unpaid balance owing on the first day of each month until payment is received in full by Supportnet, and Supportnet may at its option suspend performance of further services or delivery of further Products until the account is paid. In addition, the Customer will indemnify Supportnet and pay all costs and expenses on a solicitor/client basis if legal action is necessary, and/or other debt recovery company fees or, which Supportnet may incur in recovering from the Customer any overdue amount.
- 5.6** Notwithstanding clause 5.4 above, all payments shall immediately become due to Supportnet. If the Customer refuses to accept delivery of any Products, become insolvent, commit any act of bankruptcy, or if a receiver, liquidator, or statutory manager is appointed over any of the Customers assets or undertaking, or if the Customer makes or attempts to make an arrangement or composition with creditors.

6. Property

- 6.1** With the exception of software (including its medium, packaging and documentation) which is subject to license, and in which no property shall pass other than is provided in the relevant license agreement, the property and ownership in all products and goods supplied will not pass to the Customer until the Customer has discharged all outstanding indebtedness (whether in respect of the goods supplied or otherwise) to Supportnet. Until title passes from the company to the Customer the following terms shall apply: (a) the Customer will be deemed to be in a fiduciary capacity as bailee of Supportnet in respect of any goods or products supplied by the company (b) the Customer will, if required by Supportnet, store the goods or products in such condition and place that is clear that they are owned by Supportnet and in a manner enabling them to be cross referenced to particular invoices of Supportnet; and (c) the Customer will not under any circumstance mix the good and products supplied by Supportnet with other goods in any manner whatsoever.
- 6.2** If the Customer makes default in payment for the goods and products although such goods and products may be in the Customer's possession, the Customer hereby irrevocably gives Supportnet its agents and servants leave and license to enter without notice in order to inspect search for and remove goods or products supplied and Supportnet will not be liable to the Customer or any third party for the exercise of its rights under this clause.

6.3 Where Supportnet lawfully resells, stores or repossesses any goods or products agreed to be sold the Customer will indemnify Supportnet for all costs thereof including any legal costs on a solicitor and client basis.

7. Security Interest

7.1 You agree that Supportnet has a security interest in the products and any proceeds from the products by way of sale, debt or otherwise ("the proceeds").

7.2 You acknowledge that Supportnet may register a security interest in respect of those products or the proceeds.

7.3 You waive all rights to receive a copy of any verification statement of a financing statement.

8. Title and Risk

8.1 Goods will be deemed to be accepted unless Supportnet is notified in writing within 1 day of delivery.

9. Backups

9.1 The Customer is responsible for performing timely backups for all data on their computers.

9.2 Supportnet is not liable for any lost data. It is the responsibility of the Customer to ensure that a full backup is performed before Supportnet commences any work on the Customers computer systems. If no backup is performed, the Customer accepts full responsibility and risk for the loss of data. If requested, Supportnet will perform a backup at the cost of time and materials of the backup, chargeable to the Customer. The Customer must request this before the commencement of any work on the Customer's computer systems.

10. Warranties

10.1 Products (excluding services) are subject to the manufacturers' warranties only. Supportnet will pass on the benefits of those warranties to the Customer to the extent it is permitted to do so without itself being directly liable to the Customer under such warranty.

10.2 Any warranty may be voided by damage or misuse of the Products (excluding services), problems caused by the use or misuse of the software, negligent installation or operation, inadequate packaging cleaning or maintenance, unauthorised repairs, modifications or the addition of incompatible hardware.

10.3 Supportnet provide a 30 day warranty for its workmanship. However this warranty will be void where it is discovered that there has been Customer intervention.

11 Consumer Guarantees Act

11.1 The provisions of the Consumer Guarantees Act 1993 shall not apply to the supply of Products to the Customer, and the conditions, warranties, and guarantees set out in the Sale of Goods Act 1908 or implied by common law will not apply and are excluded from these terms of trade. Supportnet's liability to the Customer shall be to the value of any Products, Software or services supplied, and Supportnet its employees, contractors and agents, any manufacturers of the Products or any of their materials or components and any licensors of Software, will not be liable to the Customer for any loss or damage of any kind however that loss or damage is caused or arises. This exclusion of liability includes, but is not limited to costs, consequential loss, loss of profits and damage caused by or arising from delays in manufacturing or delivery, fault, or delayed installation, unreasonable use, negligence (including a failure to do something which should have been done or to prevent something from happening), faulty specifications or design, and faulty materials, components, manufacture, compilation or assembly of the Products or Software.

11.2 So far as the provisions of clause 11.1 limit or contract out of the Consumer Guarantees Act 1993 they shall apply only on the basis that the Customer acquire or hold them self out as acquiring the goods or products for the purposes of a business.

12. Claims

12.1 Supportnet will, at our option, repair, replace or give a credit to the Customer for any goods which contain a manufacturing defect if: (i) The Customer has advised Supportnet of the claim within 5 days of receiving the goods, quoting the invoice number (ii) The Customer claim identifies the manufacturing defect & the nature of the claim. (iii) The Customer obtains Supportnet's consent to the return of the goods, prior to returning the goods to Supportnet. (iv) The Customer will pay for the cost of returning the goods. (v) The Customer will pay at least the minimum-handling fee of 20%.

12.2 If the Customer disputes an item or amount contained in any invoice they must advise Supportnet of such a claim within 5 days after receipt of the invoice. If the Customer fails to give Supportnet such a notice the Customer will be deemed to have accepted the contents of the respective invoice.

13. Returns

13.1 Goods which do not meet the Customers order may not be returned to Supportnet unless: (i) The Customer pays for the cost of returning the goods (ii) The Customer pays for at least the minimum handling fee of 20% (iii) The Customer returns the goods to Supportnet in the same condition and in the same condition of packaging in which the Customer received them.

13.2 Software may only be returned if it is unopened.

14. Exclusions and Limitations to Supportnet's Liability

14.1 All descriptions of the goods are to only enable their identification and does not mean the sale of the goods is a sale of description.

14.2 Supportnet will not be liable to the Customer for any direct, indirect consequential loss in respect of the goods or for any delay or failure to supply the goods except to where it is due to Supportnet's gross negligence or willful default. However, Supportnet's liability to the Customer in this instance is limited to the amount that Supportnet may receive from the manufacturer or to the sale price of the goods where Supportnet are the manufacturers.

14.3 It is assumed that the Customer has studied our offer and completed market research and has placed an order with Supportnet on the basis that the goods and services ordered are "fit for purpose".

15. General

15.1 Supportnet reserves the right to change these terms of trade from time to time.

15.2 If Supportnet fails to enforce any terms or to exercise its rights under these terms of trade at any time, Supportnet has not waived those rights.

15.3 If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade.

15.4 This agreement is governed by the laws of New Zealand and any dispute under it shall be subject to the jurisdiction of the Courts of New Zealand.

16. Privacy Act (1 July 1993)

16.1 The Customer irrevocably authorizes any person or company to provide Supportnet with such information as it requires in response to our credit enquiries and queries.

16.2 The Customer authorizes Supportnet to furnish to any third party details held by the company about the Customer including any subsequent dealing the Customer may have had with Supportnet.