

TERMS AND CONDITIONS OF SALE

This Agreement contains the terms and conditions that apply to your purchase from Your IT Services Ltd being the entity named on the invoice that will be provided to you the Client on orders for computer systems, related products, services and support ("products") to be delivered to Customer. By accepting delivery of the products Customer agrees to be bound by and accepts these terms and conditions.

DEFINITIONS

- 1.1 "Your IT Services Ltd" shall mean Your IT Services Ltd, or any agents or employees thereof.
- 1.2 "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing Products and Services from Your IT Services Ltd.
- 1.3 "Products and Services" shall mean all Products and Services, goods, services and advice provided by Your IT Services Ltd to the Client and shall include without limitation all computer repairs and attendances, and the supply of all computer, electrical and electronic parts and all charges for time and attendances or any fee or charge associated with the supply of Products and Services by Your IT Services Ltd to the Client.
- 1.4 "Price" shall mean the cost of Products and Services as agreed between Your IT Services Ltd and the Client and includes all disbursements e.g. charges Your IT Services Ltd pay to others on the Client's behalf subject to clause 4 of this contract.

ACCEPTANCE

2.1 Any instructions received by Your IT Services Ltd from the Client for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

COLLECTION AND USE OF INFORMATION

- 3.1 The Client authorises Your IT Services Ltd to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract.
- 3.2 The Client authorises Your IT Services Ltd to disclose any information obtained to any person for the purposes set out in Clause 3.1.
- 3.3 Where the Client is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

PURCHASE AND SALE

4.1 The Customer hereby orders from Your IT Services Ltd, the product(s) listed on and for the price set out ("the purchase price") in the tax invoice attached to and forming part of these terms and conditions. Your IT Services agrees to sell the product(s), and the Customer agrees to accept delivery of the product(s) upon the terms and conditions contained in this document.

THE PURCHASE PRICE

- 5.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by Your IT Services Ltd at the time of the contract.
- 5.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of Your IT Services Ltd between the date of the contract and delivery of the Products and Services.
- 5.3 Customer shall pay the purchase price plus any goods and services tax in respect of the supply to the Customer (being a supply under the Goods and Services Tax) and any applicable shipping and handling fees as specified on the invoice and any sales.

PAYMENT

- 6.1 Full payment is due on collection or delivery and with respect to account holders within 7 days following the date of the invoice ("the due date.") Unless otherwise agreed products will not be released to Customer until payment has been made.
- 6.2 Interest may be charged on any amount owing after the due date at the rate of 5% per month or part month.
- 6.3 Any expenses, disbursements and legal costs incurred by Your IT Services Ltd in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.
- 6.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 6.5 A deposit may be required.

QUOTATIONS

Where a quotation is given by Your IT Services Ltd for Products and Services:

7.1 Unless otherwise agreed quotations are subject to acceptance within 7 days from the date of issue:

and

7.2 Your IT Services Ltd reserves the right to alter the quotation because of circumstances beyond its control.

7.3 Where Products and Services are required in addition to the quotation the Client agrees to pay for the additional cost of Products and Services.

SECURITY INTEREST FOR SERVICE PROVIDERS

8.1 The Client gives Your IT Services Ltd a security interest in all of the Client's present and after-acquired property that Your IT Services Ltd has performed services on or to or in which products and materials supplied or financed by Your IT Services Ltd have been attached or incorporated.

TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

9.1 Title in any Products and Services supplied by Your IT Services Ltd passes to the Client only when the Client has made payment in full for Products and Services provided by Your IT Services Ltd and of all other sums due to Your IT Services Ltd by the Client on any account whatsoever. Until all sums due to Your IT Services Ltd by the Client have been paid in full, Your IT Services has a security interest in all Products and Services.

9.2 The Client gives irrevocable authority to Your IT Services Ltd to enter any premises occupied by the Client or on which Products and Services are situated at any reasonable time after default by the Client or before Your IT Services Ltd believes a default is likely and to remove or repossess and Products and Services and any other property and Services are attached or in which Products and Services are incorporated. Your IT Services shall not be liable for any costs, damages, expenses or losses incurred by the Client or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Your IT Services Ltd may either resell any repossessed Products and Services and credit the Client's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and Services and credit the Client's account with the invoice value thereof less such sum as Your IT Services Ltd reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.

9.3 Where Products and Services are retained by Your IT Services Ltd pursuant to clause 11.2 the Client waives the right to receive notice under s.120 of the Personal Property Securities Act 1990 ("PPSA") and to object under s.121 of the PPSA.

9.4 The following shall constitute default by the Client:

- 9.4.1 Non payment of any sum by due date.
- 9.4.2 The Client intimates that it will not pay any sum by the due date.
- 9.4.3 Any Products and Services are seized by any other creditor of the Client or any other creditor intimates that it intends to seize Products and Services.
- 9.4.4 Any Products and Services in the possession of the Client are materially damaged while any sum due from the Client to Your IT Services remains unpaid.
- 9.4.5 The Client is bankrupted or put into liquidation or a receiver is appointed to any of the Client's assets or a landlord distains against any of the Client's assets.
- 9.4.6 A Court judgement is entered against the Client and remains unsatisfied for seven (7) days.
- 9.4.7 Any material adverse change in the financial position of the Client.

9.5 If the Credit Repossession Act applies to the transaction between the Client and Your IT Services Ltd, the Client has the rights provided in that Act despite anything contained in these terms and conditions of use.

10 DISPUTES

10.1 No claim relating to Products and Services will be considered unless made within seven (7) days of supply.

11 WARRANTY

11.1 Manufacturer's warranty applies where applicable.

12 CONSUMER GUARANTEES ACT

12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Products and Services from Your IT Services Ltd for the purposes of a business in terms of section 2 and 43 of that Act.

13 CANCELLATION AND RETURNS POLICY

13.1 These terms and conditions are subject to the guarantees and remedies set out in the New Zealand Consumer Law and Your IT Services Ltd is not liable for any loss or damage that the Customer claims except to the extent that such loss or damage comprises a remedy under the New Zealand Consumer Law. Customer shall inspect the product(s) at the time of collection and shall notify Your IT Services Ltd of any defects or discrepancies within seven (7) days of the receipt of product(s). Absent such notification, Customer shall be deemed to have accepted the product(s). Your IT Services Ltd is not liable for any damage caused once product(s) are deemed accepted.

13.2 Any defective product(s) that are returned to Your IT Services Ltd must be adequately and securely packaged by Customer prior to shipment. Customer must include original box, packaging, all manuals, drivers and accessories and original receipt for all refunds, exchanges, and warranty repair services.

13.3 Your IT Services Ltd reserves the right to replace defective parts with equivalent parts, new or refurbished, as Your IT Services Ltd deems necessary. Your IT Services Ltd will refund purchases within 7 days of receipt in most instances. We reserve the right to withhold any refund after 7 days.

13.4 A \$40 labour fee plus any goods and services tax will be assessed if the products are returned and found to be non-defective.

13.5 Products that have been subjected to abuse, misuse, alteration, neglect or unauthorized repair or installation, as determined solely by Your IT Services Ltd are not covered by this warranty. Any alterations, additions, improvements or attachments to the product(s) not authorized in writing by Your IT Services Ltd shall be deemed to be a waiver of this warranty by Customer and shall render this warranty

null and void. Your IT Services Ltd shall return repaired or replaced product(s) to Customer, at its expense, via regular ground service within New Zealand. Shipping charges by all other methods and to all other destinations shall be borne by Customer. The warranty does not extend beyond the original purchase of product(s) from Your IT Services Ltd. Any equipment used in conjunction with products purchased from Your IT Services Ltd is not covered under this warranty.

13.6 Due to the nature of Software, refunds are available if they are unused. The unique license must not have been activated. Refunds on software that has been opened, used or activated are available only if the disk is faulty or damaged and such fault or damage is attributed to Your IT Services Ltd own act or omission.

13.7 Due to the susceptibility of software to bugs and malfunctioning and any other faults, which are beyond the control of Your IT Services Ltd Customer will only be entitled to a remedy on faulty software at the discretion of Your IT Services Ltd.

14 MISCELLANEOUS

14.1 Your IT Services Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

14.2 Failure by Your IT Services Ltd to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Your IT Services Ltd has under this contract.

I hereby acknowledge that I have read and agree to be bound by Your IT Services Limited's Terms of Trade.

Customer Name

Signed

Date