

TERMS OF TRADE

As a client of Prebbleton IT, you the (Client) agree to be bound by the terms and conditions in this agreement. By using any of our services or purchasing any products or solutions you acknowledge that you have understood and agree to the terms and conditions.

GENERAL TERMS

1 TERMS

1.1 **Trading as:** Geecom Limited T/A Prebbleton IT (hereinafter referred to as Prebbleton IT) and you as the Client refers to the person or company purchasing goods or enlisting the services of Prebbleton IT.

2 CONDITIONS OF SALE OF GOODS

2.1 **General:** All sales of hardware and software are made subject to the following conditions and by purchasing from Prebbleton IT, the purchaser accepts these conditions.

3 WARRANTIES

3.1 **New goods:** All new goods are covered with a return to base parts and labour warranty for a period of 12 months from the date of invoice on hardware only. Software and consumable goods are not covered by any warranty.

3.2 **Second-hand goods:** Although every care is taken to ensure that all second-hand goods supplied by Prebbleton IT are of merchantable quality, no warranty is expressed or implied unless otherwise stated.

3.3 **Breach of warranty:** Warranty will be void if goods or labels have been found tampered with. Warranty does not cover any damage to other equipment used in conjunction with these goods or loss of data whilst using these goods or software.

4 CHARGES AND PAYMENT

4.1 **Pricing:** All prices quoted in the Standard Service Charges List exclude GST and are in New Zealand dollars unless otherwise specified. Prices are based on a per unit rate as shown, however we would be pleased to offer a fixed price quote on larger projects if this is preferred. We reserve the right to adjust prices without notice.

4.2 **Goods:** Prebbleton IT may require payment in advance for the supply of any hardware or software for the client.

4.3 **On-account:** If an on-account payment is offered, payment of the account is due within the agreed terms; otherwise the remainder of the account is due immediately following the issuing of an invoice.

4.4 **Deposits:** A deposit of 30% is payable for any work to be undertaken that is estimated to be worth in excess of \$10,000. The deposit is required prior to work commencing.

5 ACCOUNTS

5.1 **Overdue amounts:** Payment for new clients is due in full upon delivery and/ or completion of work until such time that an account is setup. Payment of accounts is due on the agreed date or within 7 days of the date of the invoice. Interest at 3.5% per month on the current balance may be charged on overdue accounts and shall accrue on a daily basis starting from the due date.

5.2 **Right to discontinue services:** Prebbleton IT reserves the right to stop all work or services until the account is brought up-to date.

5.3 **Debt collection:** In the event of default by the client in paying for the services and/or goods provided, the amount outstanding will be passed on to a debt collection agency for recovery. Any expenses, disbursement, time to recover, reasonable solicitors fees or debt collection fees or losses incurred by Prebbleton IT in recovering any unpaid monies shall be paid by the client. The client indemnifies Prebbleton IT against all costs (including legal costs), losses and expenses incurred.

6 DELIVERY OF GOODS

6.1 **Charges:** Any charges for handling (including packing materials) and freight charges are extra, and payable by the client. The most cost effective delivery method will usually be chosen.

6.2 **Damaged goods:** Prebbleton IT is not responsible for damage to the goods in transit. Claims for losses or damage to goods in transit must be made directly to the transport agency concerned.

7 RESTOCKING FEE

7.1 **Return policy:** If for any reason an item is returned to Prebbleton IT that is tested not faulty a restocking fee of 30% of the value of the item will be charged. We will not accept goods if they have been purchased in error, if you need assistance with finding the correct items let us know.

8 CANCELLATION OF ON-SITES

8.1 **Notification:** The client is required to notify Prebbleton IT of any cancellation a minimum of 3 hours ahead of the scheduled start time. Failure to provide such notice results in the minimum callout and labour fee being charged.

9 LOSS OF SERVICE

9.1 **Liability:** Client recognizes that Prebbleton IT makes every attempt to select the most reliable

systems and solutions, and that Prebbleton IT will make best efforts to keep Client's systems up and running efficiently and cost-effectively, within the limits of the clients IT budget. Prebbleton IT will not be liable to reimburse or pay any losses incurred by the client due to loss of service caused by downtime experienced.

10 RISK OF DATA LOSS

- 10.1 **Accountability:** Client assumes all risk of data loss from any and all causes or in any way related to or resulting from the repair or service of computer hardware, software or other equipment by Prebbleton IT. Client agrees to bear full responsibility for all data backup prior to any repair or service of computer hardware, software or other equipment by Prebbleton IT. Client hereby indemnifies Prebbleton IT from any claim or liability related to data loss for any reason whatsoever.

11 COMPUTER VIRUSES, SPYWARE AND ADWARE

- 11.1 **Responsibility:** Prebbleton IT agrees to take all reasonable measures to protect Client's computer systems from computer Viruses, Spyware & Adware. Client assumes all risk of computer Viruses, Spyware & Adware and will not hold Prebbleton IT responsible. Client is responsible for the costs of consulting time and materials required to remove any computer Viruses, Spyware or Adware or any damage caused by such infections.

12 DISPUTES

- 12.1 **Referral:** Any dispute shall, at the option of Prebbleton IT, be referred to mediation or arbitration. The Arbitration Act 1996 (or any replacement of that act) shall govern arbitration.

13 DISCLAIMERS

- 13.1 **NZ Law:** If any parts of these terms of trade shall be held to be illegal, unenforceable or invalid, the remaining parts shall continue in full force and effect. The laws of New Zealand shall govern these terms of trade and Prebbleton IT and the client hereby submit to the non-exclusive jurisdiction of the courts of New Zealand. The client hereby waives any right they may have to claim that the above submission to jurisdiction is an inconvenient forum.

14 CONFIDENTIALITY

- 14.1 **Compliance:** This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between Client and Prebbleton IT. This agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.
- 14.2 **Acknowledgement:** Prebbleton IT acknowledges that in the course of providing services to Client, Prebbleton IT may learn from

Client certain non-public personal and otherwise confidential information relating to Client, including its customers, consumers or employees. Prebbleton IT shall regard any and all information it receives which in any way relates or pertains to Client, including its customers, consumers or employees as confidential.

- 14.3 **Our responsibility:** Prebbleton IT shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve Client or as expressly and specifically permitted in writing by Client or as required by applicable law.
- 14.4 **Clients responsibility:** Client acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.
- 14.5 **Proprietary:** Client also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by Prebbleton IT or which comes to its attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to Prebbleton IT.
- 14.6 **Agreement between both parties:** This provision shall survive termination of this Agreement and any other agreements between Client and Prebbleton IT.

15 INDEMNIFICATION

- 15.1 **Requirements:** Client shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access (where agreed), and long-distance telephone access for use by Prebbleton IT's representatives.
- 15.2 **Notification of work completed by others:** Client agrees that it will inform Prebbleton IT of any modification, installation, or service performed on the Network by individuals not employed by Prebbleton IT in order to assist Prebbleton IT in providing an efficient and effective Network support response.

16 OPERATING HOURS

- 16.1 **Standard office hours:** Standard office operating hours are from 8:00am to 8.00pm, Monday till Friday. Support is available 24/7 where required, however double-time charges and minimum of two ours of support is applicable for unscheduled out of hours work unless other agreements or contracts are in place. Please note no guarantee on response or resolution times apply to break fix customers.

17 EMERGENCY SUPPORT

- 17.1 **Standard IT support:** Standard IT support on a break fix basis does not include access to emergency support services. Should your team detect an issue with a service or device outside standard business hours, you can contact the Emergency Support team to report the issue. Prebbleton IT's team will investigate the issue and act appropriately. Emergency after hour rates will apply. Please note no guarantee on response or resolution times apply.

18 TRADEMARKS

- 18.1 **Authorisation:** Prebbleton IT does not authorise any client to use Prebbleton IT's or the manufacturer trademarks, names or associated materials. To use these trademarks, names and associated materials, prior written approval must be given by Prebbleton IT or the relevant manufacturer.

19 PREBBLETON IT GUARANTEE TO SOLVE COMPUTER PROBLEMS

- 19.1 **Guarantee:** Prebbleton IT Guarantee to Solve Computer Problems. Prebbleton IT undertakes to provide a viable solution to the computer problems of any client – or will not charge the customer. However, the client must allow Prebbleton IT personnel appropriate time to diagnose the problem and identify a viable solution.
- 19.2 **Clients responsibility:** Prebbleton IT cannot be obligated to provide a viable solution if: the client does not provide copies of licensed software, or the required access to the client's hardware and peripherals; or the manufacturer no longer stocks required replacement hardware or software.
- 19.3 **Client alternative:** If the client desires an alternative solution to that offered by Prebbleton IT, then Prebbleton IT cannot guarantee to provide such alternative solution within the terms of this guarantee.

20 PREBBLETON IT SERVICES GUARANTEE

- 20.1 **Repeat work:** Prebbleton IT guarantees you will not pay twice for the exact same work.
- 20.2 **Response time:** Prebbleton IT guarantees emergency on-site response time will be within 2 hours (plus travel time) when requested.
- 20.3 **Missed response time:** If we miss the 2 hour on-site response time, you only have to pay the regular response rate.

21 PREBBLETON IT SATISFACTION GUARANTEE

- 21.1 **Satisfaction:** If for any reason, other than price, you are not satisfied with our repair work once it is completed, we offer these options: a) Fix the problem at no additional cost, b) Credit your account with the agreed refund or c) refund service fees paid