

Terms and Conditions

In these terms and conditions:

- a) "ITTFL" means IT TASK FORCE LIMITED and its agents, successors and assigns.
- b) "Customer" means the person, firm, company or entity buying the Goods and/ or Services from IT Task Force Ltd.
- c) "Goods" means all Goods that are the subject matter of any contract for purchase between ITTFL and the Customer, including where the context permits a resulting product into which the Goods are so incorporated, manufactured or commingled that their identity is lost in the resulting product.

1. Contract

All Goods and Services supplied by ITTFL to the customer are supplied subject to the following Terms and Conditions of Trade which shall prevail despite any indication to the contrary by any person, agent or representative acting or purporting to act on behalf of ITTFL.

2. Supply of Goods and Services

Goods and Services will be supplied where either direct credit or cheque payment accompanies an order or where a duly authorised Company Purchase Order has been received (whether in writing or verbal) and is charged against an account previously opened with ITTFL.

3. Pricing

All prices listed in any communication are GST Exclusive unless otherwise stated. Prices are subject to change without notice, unless specifically noted otherwise.

4. Payment

- a) The Customer agrees to pay to ITTFL in full all invoices by the due date with no off-set or deduction. The due date shall be defined as the earlier of:
 - a. On or before the due date for payment as listed on the invoice;
 - i. On the 1st of the month for the month in advance for Service Level Agreements
 - ii. Within 7 days for hardware and/or software purchases
 - iii. On the 20th of the month following invoice for other items.
 - b. At the completion of any action which invoices the Customer's solvency at which time the Customer shall keep the proceeds of any sales separate from ITTFL's funds.
- b) Where the Customer's account is overdue ITTFL may, at its discretion, refrain from supplying any further goods.
- c) The Customer agrees to pay interest on all sums and overdue amounts outstanding at 5% per month from the due date or date of default as the case may be until payment is made. Interest will be compounded daily and added to the overdue amount.
- d) The Customer agrees to pay in addition to interest a monthly administrator fee on overdue accounts to the sum of \$25.00.
- e) Interest on overdue accounts and administration fee is without prejudice to any other rights of ITTFL under this Agreement.
- f) If a solicitor or debt collector is instructed by ITTFL to enforce any rights pursuant to these terms and conditions of trade, then the Customer agrees to reimburse (with all monies due) any liabilities, fees and disbursements as charged to ITTFL as a result.
- g) ITTFL may at its discretion apply any payments it receives from the Customer in and towards the satisfaction of any indebtedness of the Customer to ITTFL and it shall not be bound by any conditions or qualifications that the Customer may make in relation to such payments.
- h) Pending payment in full for the Goods, the Customer:
 - a. Must not supply any of the Goods to any person outside of its ordinary or usual course of business.

- b. Must not allow any person to have or acquire any security interest in the Goods.
- c. Must insure the Goods for their full insurable or replacement value (whichever is the higher), with an insurer licensed or authorised to conduct the business of insurance in the place where the Customer carries on business. Risk of any loss, deterioration or damage of or to the Goods shall be borne by the Customer from the time of despatch from the premises of ITTFL or their authorised distributors. ITTFL will not be held liable for any damage, loss or delay occurring to Goods in transit.
- d. Must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods.

5. Compliance

The Customer will comply with terms of any license agreement applicable to any part of the goods and the Customer shall not copy the goods in whole or in part except to make copies as are necessary for the purpose of a bona fide system backup and security.

6. Ownership

- a) All Goods shall remain the property of ITTFL as legal and equitable owner pending cleared payment in full of all monies due and owing in respect of the Goods owed by the Customer to ITTFL.
- b) The Customer is a bailee of the Goods until such time as ownership of them passes to the Customer and that this bailment continues in relation to each of the Goods until the price of the Goods has been paid in full.
- c) Despite Clause 4H, if the Customer supplies any of the Goods to any person before all monies payable by the Customer have been paid to ITTFL, the Customer agrees that:
 - a. It holds the proceeds of resupply of the Goods on trust for and as agent for ITTFL immediately when they are receivable or are received.
 - b. It must either pay the amount of the proceeds to resupply to the ITTFL immediately when they are received or pay those proceeds into an account with a bank or financial institution or deposit-taking institution as trustee for ITTFL.
 - c. In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to the Goods in trust for ITTFL. Such parts shall be deemed to be equal in dollar terms to the amount owing by the Customer to ITTFL at the time of the receipt of such proceeds.
 - d. ITTFL may at any time enter the premises of the Customer or any other premises that the Customer is authorised to enter, and retake possession of the Goods for the purpose of inspecting, maintaining and testing the Goods, or perfecting the Customers security interest in the Goods.

7. Personal Properties Security Act 1999

- a) The Customer grants to ITTFL a security interest in the Goods and all the Customer's present and after acquired property supplied by ITTFL and their proceeds and accessions to secure payment of the purchase price of the Goods and all outstanding debts and obligations of the Customer to ITTFL.
- b) The Customer will provide such information, do such acts and execute such further documents as in ITTFL's opinion may be necessary or desirable to enable ITTFL to perfect under the PPSA the security interest created by these terms and conditions as a first priority interest or with such other priority as ITTFL may agree in writing.

- c) The Customer will supply ITTFL within 7 business days of written request copies of all documents granting security interests registered over the Customers personal property. The Customer authorises ITTFL as an agent to request copies of all documents granting security interests registered over the Customers personal property. The Customer authorises ITTFL as an agent to request any information from any secured party relating to any security interest which is held in any personal property which is or has been in the Customers possession or control.
- d) The Customer will immediately notify ITTFL in writing of any change in the Customer's name.
- e) The Customer agrees sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125 to 127, 129, 131 to 133 of the PPSA shall not apply to these Terms and Conditions or the security created hereunder.
- f) The Customer waives the right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by these Terms and Conditions.
- g) The Customer must not create, or allow or permit the creation of, a security interest (as defined in the PPSA) in any of the Goods in favour of any person other than ITTFL without first obtaining ITTFL's written consent, nor may the Customer allow or permit the creation of a lien over any of the Goods.
- g. If the ownership or effective control of the Customer is transferred, or the nature of the Customers business is materially altered.
- h. If the Customer does or permits any act or thing likely to prejudice or put at risk the Goods or ITTFL's rights or interest (including its security interest) in the Goods.
- b) Notwithstanding the foregoing, ITTFL shall be entitled at any time in its sole discretion and without notice to the Customer to suspect or terminate any credit account with the Customer and the Customer shall forthwith deliver the Goods to ITTFL at its place of business or at such other place as shall be agreed upon.

13. **Errors and Omissions**

ITTFL shall not be liable for any errors or omissions or for incidental or consequential damages arising from the supply or use of any Goods supplied by ITTFL where these Goods have been operated or installed by someone other than ITTFL authorised staff.

14. **General**

- a) Nothing in this Agreement shall exclude, restrict or modify any condition, warranty or liability which may at any time be implied by the Fair Trading Act 1986, Consumer Guarantees Act 1993, the Sales of Goods Act 1908, or any other law where to do so would render the above provision of this Agreement void provided that liability is limited as far as possible as provided in Clause 10 hereof.
- b) The Parties agree that this Agreement and the provisions hereof shall be construed in accordance with the Laws of New Zealand.
- c) This Agreement constitutes the entire agreement between the parties and is not transferable without the written consent of ITTFL.

8. **Delivery**

ITTFL shall use its best endeavours to arrange prompt delivery of Goods ordered. Dates given by ITTFL for delivery shall be deemed to be indicative only, but will not be accepted as a condition of sale. If delivery of the Goods is delayed for any reason whatsoever, ITTFL shall not be liable in any way for loss of revenue or profits or any consequential loss or damages for failure to deliver on such a date.

9. **Freight and Handling**

Goods are sold ex approved distributors stores, and may be shipped directly to the Customer, or via ITTFL premises if required. Any freight and handling charges are to be borne by the Customer. Goods returned from evaluation or warranty claims must be consigned by the Customers freight pre paid unless negotiated otherwise.

10. **Warranties**

ITTFL does not warrant that the Goods will be error free, the use of the Goods shall be uninterrupted or that the Goods will be fit for purpose. Any liability of ITTFL shall in the case of Goods be limited to the replacement of the Goods or the supply of equivalent Goods and in the case of Services to the supply of the Services again.

11. **Returns**

The Customer must notify ITTFL in writing of products they wish to return. No Goods can be returned without completed and authorised written consent. Goods will only be credited to the Customer's account if returned in the same condition as delivered to the Customer initially and received by ITTFL or its authorised distributors within 14 days from the initial delivery. ITTFL reserves the right to apply a minimum restocking fee of 10% of the invoiced value of the product.

12. **Default**

- a) In addition to any other provision hereof, the Customer shall be in default if any of the following events occur:
 - a. If the Customer fails to pay any amount due by the due date.
 - b. If the Customer fails to meet any obligation to ITTFL.
 - c. If the Customer becomes insolvent.
 - d. If a Receiver, Liquidator, or Official Manager is appointed in respect of the Customer.
 - e. If a compromise arrangement with the Customers creditors is made or likely to be made.
 - f. If the Customers ceases or threatens to cease carrying on business.