



TERMS AND CONDITIONS OF TRADE

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

1. DEFINITIONS

1.1 "OneVision IT Ltd" shall mean OneVision IT Ltd, or any agents or employees or contractors acting on behalf of and with the authority of OneVision IT Ltd.

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 OneVision IT Ltd.

1.3 "Products and services" shall mean all products and services, goods, services and advice provided by OneVision IT 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 the time and attendance or any fee or charge associated with the supply of products and services by OneVision IT Ltd.

1.4 "Price" shall mean the cost of products and services as agreed between OneVision IT Ltd and the Client and includes all disbursements e.g. charges OneVision IT Ltd pay to others on the Client's behalf subject to clause 4 of this contract.

1.5 "Supplier" shall mean any company who supplies goods, services to OneVision IT Ltd that are on-sold to the Client.

1.6 "PPSA" shall mean the Personal Property Securities Act 1999, and associated regulations, as amended from time to time.

2. ACCEPTANCE OF TERMS AND CONDITIONS

2.1 Any instructions received by OneVision IT 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.

3. COLLECTION AND USE OF INFORMATION

3.1 The Client authorises OneVision IT Ltd to collect, retain and use any information about the client, for the purposes of accessing the Client's credit worthiness, enforcing any rights under this contract.

3.2 The Client authorises OneVision IT 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.

4. PURCHASE AND SALE

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

5. THE PURCHASE PRICE

5.1 When no price is stated in writing or agreed orally the products and services shall be deemed to be sold at the current amount as such

products and services are sold by OneVision IT 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 OneVision IT Ltd between the date of the contract and the delivery of the products and services.

5.3 The Client shall pay the purchase price plus any goods and services tax in respect of the supply to the Client (being a supply under the Goods and Services Tax Act 1985) and any applicable shipping and handling fees as specified on the invoice and any sales.

6. CHANGE IN CONTROL

6.1 The Client shall give the Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address contact phone or fax number(s), or business practice). The Client shall be liable for any loss incurred by the seller as a result of the Client's failure to comply with this clause.

7. PAYMENT

7.1 Full payment is due on the collection or delivery and with respect to account holders no later than the 20th of the month following the date of invoice ("the due date"). Unless otherwise agreed products will not be released to the Client until payment has been made.

7.2 Interest may be charged on an account owing after the due date at a rate 5% per month or part month.

7.3 Any expenses, disbursements and legal costs incurred by OneVision IT 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.

7.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

7.5 A deposit may be required.

8. QUOTATIONS

Where a quotation is given by OneVision IT Ltd for products and services:

8.1 Unless otherwise agreed quotations are subject to acceptance within seven (7) days from the date of issue:

and

8.2 OneVision IT Ltd reserves the right to alter the quotation because of circumstances beyond its control.

8.3 Where products and services are required in addition to the quotation the Client agrees to pay for the additional cost of the products and services.

9. SECURITY INTEREST FOR SERVICE PROVIDERS

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

10. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

10.1 Title in any products and services supplied by OneVision IT Ltd passes to the Client only when the Client has made payment in full for the products and services provided by OneVision IT and of all other sums due to OneVision IT Ltd by the client on any account whatsoever. Until all sums due to OneVision IT Ltd by the Client have paid in full, OneVision IT Ltd has a security interest in all products and services.

10.2 The Client gives irrevocable authority to OneVision IT 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 OneVision IT Ltd believes a default is likely and to remove or repossess any products and services and any other property and services are attached or in which products and services are incorporated. OneVision IT shall not be liable for any costs, damages, expenses or loss 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. OneVision IT 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 OneVision IT Ltd reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.

10.3 Where products and services are retained by OneVision IT Ltd prudent to clause 10.2 the Client waives their right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

10.4 The following shall constitute default by the Client:

- 10.4.1 Non-payment of any sum by the due date.
- 10.4.2 The Client intimates that it will not pay any sum by the due date.
- 10.4.3 Any products and services that are seized by any other creditor of the Client or any other creditor intimates that it intends to seize products and services.
- 10.4.4 Any products and services in the possession of the Client are materially damaged while any sum due from the Client to OneVision IT Ltd remains unpaid.
- 10.4.5 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.
- 10.4.6 A Court judgement is entered against the Client and remains unsatisfied for seven (7) days.
- 10.4.7 Any material adverse change in financial position of the Client.

10.5 If the Credit Repossession Act 1997 applies to the transaction between the Client and OneVision IT Ltd, the Client has rights provided in the Act despite anything contained in these terms and conditions of use.

11. DISPUTES

11.1 No claim relating to products and services will be considered unless made within seven (7) days of supply.

12. WARRANTY

12.1 Manufacturer's warranty applies where applicable.

13. CONSUMER GUARANTEES ACT

13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires products and services from OneVision IT Ltd for the purposes of a business in terms of s.2 and s.43 of that Act.

14. CANCELLATION AND RETURNS POLICY

14.1 These terms and conditions are subject to the guarantees and remedies set out in New Zealand consumer law and OneVision IT Ltd is not liable for any loss or damage that the Client claims except to the extent that such loss or damage compromises a remedy under New Zealand consumer law. The Client shall inspect product(s) at the time of collection or delivery and shall notify OneVision IT Ltd of any defects or discrepancies within seven (7) days of receipt of product(s). Absent such notification, the Client shall be deemed to have accepted the product(s).

OneVision IT Ltd is not liable for any damage caused once product(s) are deemed accepted.

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

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

14.4 A minimum service charge plus goods and services tax will be assessed if the products are returned and found not to be defective.

14.5 Products that have been subject to abuse, misuse, alteration, neglect or an authorised repair or installation, as determined solely by OneVision IT Ltd are not covered by this warranty. Any alterations, additions, improvements or attachments to the product(s) not authorised in writing by OneVision IT Ltd shall be deemed to be a waiver of this warranty by the Client and shall render this warranty null and void. OneVision IT Ltd shall return repaired or replaced product(s) to the Client, at its expense, via regular ground service within New Zealand. Shipping charges by all other methods to all other destinations shall be borne by the Client. The warranty does not extend beyond the original purchase of product(s) from OneVision IT Ltd. Any equipment used in conjunction with products purchased from OneVision IT Ltd is not covered under this warranty.

14.6 Due to the nature of software, refunds are only available if they are unused. The unique licence 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 OneVision IT Ltd's own act or omission.

14.7 Due to susceptibility of software to bugs and malfunctioning and other faults, which are beyond the control of OneVision IT Ltd, the Client will only be entitled to a remedy on faulty software at the discretion of OneVision IT Ltd.

15. MISCELLANEOUS

15.1 OneVision IT 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.

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

I hereby acknowledge that I have read and agree to be bound by OneVision IT Ltd Terms and Conditions of Trade.

Client Name:

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Signed:

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Date:

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