

## **Terms and Conditions of Trade (“T&Cs”)**

### **Acknowledgement**

- As a new or repeat Customer of IT Today You acknowledge you have read and understood IT Today’s T&Cs.

### **Parties**

- Snaffles Limited trading as IT Today (herein referred to as “IT Today” or “We” or “Us” or “Our”) and the Customer of IT Today (herein referred to as “the Customer” or “You”) being the person, firm, trustee, company or other body or entity (whether incorporated or not) purchasing goods or services from IT Today (together being the “Parties”).

### **Conditions of sale of goods**

- All sales of goods and services by IT Today are subject to these T&Cs. Where IT Today accepts the Customer’s T&Cs (which must be in writing) then; to the extent any overlap or conflict with Our T&Cs apply, Our T&Cs shall prevail.

### **Warranty**

- Most new hardware is covered with a return-to-workshop parts and labour warranty for a period of 12 months from the date of invoice. Software and consumable-type goods are not covered by any warranty.
- Although every care is taken to ensure that any second hand goods authorised by You or Us and supplied by IT Today are of merchantable quality, no warranty applies unless expressly stated in writing.
- Warranty will be void if goods security label/s are found tampered with.
- Warranty does not cover any damage to non-warranted goods or other equipment used in conjunction with warranted or non-warranted goods supplied by us.
- IT Today shall not be responsible for any loss of data or software except where We have provided an express written undertaking to the contrary for a particular job.

### **Billing, payment & accounts**

- All prices shown or quoted shall be exclusive of GST and in New Zealand dollars unless otherwise specified.
- We may require payment in advance for the supply of any hardware or software.
- We reserve the right to adjust advertised prices without notice (or in the case of any quote; with notice, but only as may relate to the goods component of a quote where prices have gone up).
- Payment, other than any pre-payments for goods and services is required immediately upon supply of a GST invoice or in the case of a Customer holding an account with Us; by the invoice due date.
- Our policy is to send progress invoices on a month end basis until completion of each job, at which point, We will produce a final invoice.
- If, on instructions from You we agree to send an invoice to a third party and that third party fails to pay the invoice within 14 days from the date the invoice is sent, we will send You an invoice for the same amount, which You must pay immediately.
- In common with most businesses, We exercise strict credit control and any queries You may have about any invoice must be raised within 3 days of receiving it.
- We reserve the right to cease work until any overdue payment is made.
- If Our invoices are not paid by their due date, We may, at our sole discretion, charge interest at the rate of 2% per month on all overdue amounts including interest.
- You will be liable for all legal and debt collection costs that We may incur (including solicitor/client costs) in obtaining or attempting to obtain payment of Our invoices and any associated interest.

**Scope of services**

- IT Today is the Customers' primary point of contact for all systems on the network relating to any work IT Today is at the time undertaking or managing for the Customer.
- If IT Today is unable to remedy a problem, IT Today will work with the appropriate outside vendor that may be a party to, or helpful in, remedying such problem.
- The Customer understands that additional expenses may be incurred when an outside vendor is required to solve a particular problem and the Customer agrees to reimburse IT Today for any such expenses.

**Confidentiality and privacy**

- We will maintain as confidential all information we obtain from You in providing Our services and will not use that information other than as necessary to provide such services, EXCEPT THAT, this obligation will not apply to information: in the public domain; already known or obtained by Us without breaching any obligation to You; necessary to disclose under law or as part of selling Snaffles Limited or IT Today; or that You hereby authorise Us to collect, retain, use and provide to Our staff and agents for the purposes of credit approval, meeting our obligations to You, enforcing Our rights and direct marketing to You which marketing may be unsubscribed from.

**Deposits**

- A minimum pre-paid deposit of 30% is required for work that is estimated to exceed \$10,000 (or \$5,000 where half or more of the job relates to supply of materials and no greater pre-payment was effected).

**Delivery of goods**

- Any charges for handling, packing materials and freight are extra costs payable by the Customer.
- Generally, We will choose the most cost effective means of goods-delivery where goods are not delivered by Us at moderate and competitive rates.
- We shall not be responsible for damage to any goods in transit unless We delivered them ourselves. Claims for losses or damage to goods in transit through other delivery agencies must be directed to the agency involved.

**Restocking fee**

- If any goods are returned to IT Today because they are faulty and subsequently under test they are found not faulty; a restocking fee of 30% of the value of such goods will apply. Generally, We do not accept returned goods that were purchased by the Customer in error.
- If You need assistance with correctly identifying goods You wish to purchase from Us, please let Us know. If We make an error in identifying such goods, We will accept returned goods.

**Cancellation of on-site appointments**

- The Customer is required to give IT Today no less than 4 hours prior notice of cancellation of an arranged on-site job-start time. Failure to provide such notice will result in Our standard minimum fee being charged.

**Peak demand periods**

- IT Today will endeavour to respond to a Customer need within any agreed time frame. However, sometimes IT Today will need to prioritise Customers according to the likely impact on their business.

**Loss of service**

- The Customer acknowledges that while IT Today will attempt to select the most reliable systems for a Customer, the level of corresponding continuity and running efficiency can be affected by the Customer's IT budget.
- IT Today will use its best endeavours to perform the services by any date notified to the Customer, but will not have any liability to the Customer for failing to so do.

**Risk of data loss**

- The Customer assumes all risk of data loss whatsoever and howsoever in connection with IT Today's supply of goods or services.
- Where the potential loss of data is important to the Customer, the Customer shall be responsible for backing up all data prior to any work undertaken by Us.

**Computer viruses, Spyware & Adware**

- We will take all reasonable care in protecting the Customer's computer systems from computer viruses, Spyware & Adware, however, the Customer assumes all risk associated with such protection.
- In the event of any viruses, Spyware & Adware problems, the Customer shall pay for Our consulting time and any goods or services related to the removal of such problems.

**Property and risk**

- Despite the Customer taking possession of any goods or retrievable services supplied by Us ("Goods"), ownership shall not pass to the Customer until corresponding payment occurs (for the avoidance of doubt any delayed payment terms shall not alter this). Notwithstanding; responsibility for risk, care and insurance of such Goods shall pass to the Customer at the point of delivery.

**Disposal of uncollected goods**

- If the Customer fails to collect repaired or new goods, IT Today will notify the Customer either by phone, verified transmission fax or email to advise collection is possible. If, after one (1) month of such notification, the Customer has not paid Our invoice, the corresponding goods will be considered "abandoned" and IT Today may, in its absolute discretion, dispose of such goods as seen fit to offset monies owed by the Customer.

**Disclaimers**

- We are only obliged to deliver goods and services in accordance with their general description, whether or not a special description may have been given or implied by law.
- The Customer acknowledges and agrees that IT Today has not given any representation or warranty in relation to any third party proprietary goods supplied, as to their quality, state or condition or, unless asked and so given in writing, that such goods are fit for any particular purpose.
- We shall not be liable for any statement, representation or warranty made by Us, an agent or contractor relating to goods being fit for purpose nor shall we be responsible for any negligence or wilful default by the manufacturer or supplier of any goods or services that We may on-supply to the Customer.
- Notwithstanding any other provision in these T&Cs, where We directly or indirectly supply consumer goods for business purposes, the Consumer Guarantees Act 1993 and any amendments thereto shall not apply.
- IT Today may record inbound and outbound telephone calls for record keeping, training or quality assurance purposes. We strive to maintain the integrity of these recordings and do everything we can to meet our obligations regarding the collection of personal information under the Privacy Act 1993 and any amendments thereto.
- All goods are subject to availability and all prices exclude GST and freight.
- All company and product names are the registered® or trademarks™ or copyright property of their respective IP holders. Our reference to any of these does not mean an affiliation with or endorsement by them.

**Laws, Disputes and Maximum Liability**

- All disclaimers and other terms within these T&Cs are subject to and enforceable in accordance with New Zealand law and any dispute shall be adjudicated within New Zealand.
- Any parts of these T&Cs held to be illegal, unenforceable or invalid, shall be severable from the remaining parts which shall continue in full force and effect.
- Where the nature and quantum of any dispute between the Parties can be heard in the Disputes Tribunal, the Parties will in the first instance agree to utilise such jurisdiction to the maximum claim limit allowable under law.

- The Customer hereby waives any right they may have to claim submission to the Disputes Tribunal is an inappropriate or inconvenient jurisdiction, where the dispute can be lawfully heard by such Disputes Tribunal.
- IT Today's total cumulative liability to the Customer in connection with goods or services howsoever directly or indirectly (subject only to any express goods warranty or the Consumers Guarantee Act) is limited to the total labour charges paid by the Customer to IT Today in the six (6) month period preceding the event giving rise to the claim.

#### **Trademarks**

- IT Today does not authorise the Customer to use IT Today's or any third party's trademarks, names, copyright or other associated intellectual Property ("IP"). To use such IP, prior written approval must be given by IT Today or the relevant IP owner.

#### **IT Today undertaking to solve IT problems**

- IT Today undertakes to provide a viable solution to Customer computer problems. The Customer shall allow IT Today appropriate chargeable time to diagnose and identify such viable solutions.
- To assist in minimising the diagnosis time and to improve the likely end result; the Customer shall where possible provide copies of licensed software, and/or the required access to the Customer's hardware and peripherals. Where the manufacturer no longer stocks the required replacement hardware or software, the Parties shall discuss and agree to a preferred resolution path possible in the circumstances.
- If the Customer prefers a particular solution which is different to that offered by IT Today; IT Today cannot necessarily guarantee such alternative solution.

#### **IT Today service undertaking**

- If We return to your site to repeat work that was not correctly undertaken, there will be no additional charges, except as relates to agreed new material supply and associated or additional new work.
- If We miss any premium-related site response time that We aim for, You will not be charged the corresponding response fee.
- If Our repair work once completed is found unsatisfactory, We will either: a): repair at no further labour charge or b): cease further work and refund any labour charges and response fees applicable to that point.