



## **PRIVACY POLICY TERMS AND CODITIONS OF TRADE**

For all Account/Non Account Holders

These Terms and Conditions apply to all our sale of goods contracts. Any order placed with QUANTUM IT LIMITED GST NO: 110-296-517("we", "our", "us" or "QUANTUM IT LIMITED") constitutes your ("you" or "your") agreement to be bound by these terms and condition. Any additional or different terms you stipulate or state in any communication with us (including any order) are hereby objected to and will not bind us unless we agree in writing. No sales representative or agent is authorised by us to give any guarantee, warranty or representation in addition to, or contrary to these conditions. In any event, receipt of goods by you (or another as you direct) upon delivery constitutes your agreement to be bound by these terms.

### **1. SALE AND PURCHASE**

1.1. Your placement of an order with us ("Order") constitutes an offer by you to purchase goods from us on these terms. The Order is placed when it is submitted to us in the way of a signed Authorized Purchase order or Electronic Email confirmation.

1.2. The Order is accepted only when we notify you that we accept your Order. For example, we might notify you that we accept your Order by sending you an e-mail confirming receipt of order. Delivery of goods constitutes notice of our acceptance of the order.

1.3. If we accept the Order, a binding contract between you and us will arise on these terms (the Contract). The Contract may be amended only by written agreement between QUANTUM IT LIMITED AND you as our Direct Customer.

### **2. PRICE AND PRICE VARIATION**

2.1. All prices quoted are in New Zealand Dollars and Unless otherwise agreed in writing. Prices do not include any delivery or administrative surcharges.

2.2. QUANTUM IT LIMITED may adjust any price quoted from time to time and you agree to pay any such adjusted price to take account of variations in the cost to QUANTUM IT LIMITED of carrying out the whole or any part of the contract arising from any of the following:

- a) delays in delivery or installation of the Goods or any of them as a result of instructions or lack of instructions from you, your failure or inability to fulfil the obligations under the contract or any action or inaction by you or other circumstances beyond our control;
- b) variation in the cost of QUANTUM IT LIMITED acquiring the Goods, directly or indirectly, on account of changes in rates of freight and transport costs, insurance, customs duties, taxes, existing tariff classifications or any variation in currency exchange rates;
- c) variations in the rates of, or the costs of complying with, all statutory, government or local government or governmental authority charges and obligations; or
- d) any correction of errors or omissions on the part of QUANTUM IT LIMITED or any of its representatives.

2.3. QUANTUM IT LIMITED has the right to impose administrative fees for orders under certain dollar values.

### 3. GOODS AND SERVICES TAX

3.1. All goods are sold subject to local goods & services tax (GST) unless the goods are classified as GST exempt/ and or Zero rated.

### 4. PAYMENT

4.1. The purchase price will be paid in full to QUANTUM IT LIMITED on receipt of invoice unless you have an approved account facility with us. Payment will not be accepted by any other means other than direct debit to our account number 01-1159-0203971 ANZ Bank, Auckland New Zealand.

4.2. If any account is in dispute, the undisputed portion of the account will be payable in accordance with the normal terms of payment as provided in Condition 4.1. Payment of the disputed portion may be withheld provided the matter is brought to QUANTUM IT LIMITED's attention in writing setting out the particulars of the dispute and sent to QUANTUM IT LIMITED within 14 days of the dispute arising.

4.3. We reserve the right to suspend the delivery of further goods immediately, if the terms of payment are not strictly adhered to by you.

4.4. Any expenses, costs or disbursements incurred by us in recovering any outstanding monies including debt collection agency fees or solicitor's costs will be paid by you our customer, providing that those fees do not exceed the scale charges by that debt collection agency/solicitor.

### 5. DELIVERY

5.1. We will deliver the Goods if Software Licensing via EMAIL and all Hardware orders will be handed over to your nominated freight forwarder as instructed by you for pick up from our premises. QUANTUM IT LIMITED reserves the right to charge for delivery of the Goods at any time, notwithstanding that it may not have previously done so.

5.2. We will deliver the Goods at your cost on your instructions, by such carrier and such form of transport as we consider to be appropriate. When you specify the carrier and the means of carriage, we shall deliver the Goods in the way specified, the cost of such carriage being an additional charge to the invoiced price of the Goods.

5.3. We will not be responsible for any part delivery or delay in delivery of the Goods. We will not be in any way responsible for any consequences (direct or indirect) arising from such delay or non-delivery.

5.4. We will be entitled to charge for and recover from you on demand all costs or loss occasioned by:

a) failure by you to collect or take delivery of the Goods (as the case maybe) as and when agreed to;

b) delay or interruption in the installation of Goods caused or contributed to by any act or omission on your behalf.

Any such costs or loss will include (but not be limited to) the cost of storage, labour, transportation and administration costs at our prevailing commercial rates.

5.5. You agree to inform QUANTUM IT LIMITED in writing within 30 days of the date of invoice if proof of delivery is required. After this period, no liability will lie with QUANTUM IT LIMITED for proof of delivery.

## 6. RETURN OF GOODS

6.1. All New hardware supplied comes with guarantees provided by the Manufacturer/Vendor and are sold on a non-return basis. For refurbished hardware we provide a three-month warranty. However, any defects in refurbished machines will be replaced provided the goods are returned to us at your cost and will be returned to you at your expense as QUANTUM IT LIMITED will not be responsible for Freight, Local taxes, Duty at your end. Details of manufacturers Guarantee are included along with the goods for new hardware supplied. No returned goods will be accepted by us (even if we agree to do so) if they have been tampered with by you or any other person within your organization or by the freight forwarder.

## 7. TITLE AND RISK

7.1. Risk in the goods will pass to you at the time of delivery in accordance with Condition 5.

7.2. Irrespective of the time when risk in the goods will pass, passing of property and title in the Goods will be determined as follows:

- a) You hereby acknowledge that the property and title in the Goods will remain with QUANTUM IT LIMITED until you have made payment in full of the Purchase Price and any other monies owing hereunder.
- b) Pending payment in full of the Purchase Price and any other monies owing hereunder:
  - i) in the case of the Goods being of the kind classified by us as 'computer hardware', the relationship between QUANTUM IT LIMITED and you will be fiduciary, and you will hold the Goods as Bailee for and on behalf of QUANTUM IT LIMITED.
  - ii) you will in all cases retain the Goods upon your premises in a manner such that they are readily identifiable as our property, and
  - iii) you will not in any way deal with, part with possession or dispose or attempt to deal with, part with possession or dispose of the Goods.
- c) In the event that you default in payment of the Purchase Price or any other monies owing hereunder or upon the occurrence of any of the events specified in Condition 8, QUANTUM IT LIMITED and its employees or agents will have the right to enter your premises or any other premises where the Goods are known to be stored to repossess the goods, and for this purpose you will grant all reasonable access rights and QUANTUM IT LIMITED will be entitled to do all things required to secure possession. Upon repossession of any of the goods QUANTUM IT LIMITED will then be entitled, in its discretion, to resell the Goods to any third party in which case you will not have any action whatsoever against QUANTUM IT LIMITED for breach of contract or otherwise.
- d) If you sell or otherwise dispose of the Goods to a third party prior to making payment of the Purchase Price or any other monies owing hereunder, QUANTUM IT LIMITED will be entitled to so much of the proceeds of such sale equivalent to the amount of monies owing to QUANTUM IT LIMITED by you.

7.3. In addition to the payment of any other monies payable by you to QUANTUM IT LIMITED under this agreement, we will be entitled to charge for and recover from you on demand all

costs, loss or damage incurred by us in exercising any of our rights under Condition 7.2 above, including, but not limited to, the cost of storage, transportation and administration costs at our prevailing commercial rates.

## 8. YOUR LIABILITY AND DEFAULT

If you:

i) fail to make any payment due under the contract or commit any other breach of any of your obligations under the contract; or  
ii) suffer execution under any judgement; or  
iii) commit an act of bankruptcy; or  
iv) make any composition or arrangement with any creditor; or  
v) being a company, pass a resolution for winding up or have a receiver appointed over any of its property or have a winding up petition presented against it,  
QUANTUM IT LIMITED (in addition to any other remedies hereby or by statute conferred) may treat the contract as terminated and any part of the Purchase Price then unpaid, together with any other monies owing hereunder, whether or not due under the terms of the contract will immediately become due and payable. Any such termination will be without prejudice to any claim or right we may otherwise possess.

## 9. LIMITATION OF LIABILITY

9.1. Where the Goods or any services we supply under the Contract are not goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, then our liability (if any) for failure to comply with a guarantee under the New Zealand Consumer Law (other than, in respect of the Goods, a guarantee as to title, a guarantee as to undisturbed possession or a guarantee as to undisclosed securities, charges or encumbrances) is limited, so far as the New Zealand Consumer Law allows and at our option:

a) in the case of the Goods, to repair or replace the Goods or supply of equivalent goods (or paying the cost of any of these); or  
b) in the case of any services supplied by us, to supplying the services again (or paying the cost of having the services supplied again).

## 10. GOVERNING LAW

The contract will be governed by the laws of New Zealand.

## 11. NO ASSIGNMENT

You may not assign the Contract unless you have obtained our prior written consent to do so.

## 12. SEVERENCE

If any term of the Contract is found to be invalid or unenforceable, such invalidity or unenforceability will not affect the remainder of the Contract, which will continue in full force and effect.

## 13. NOTICES

All notices under the Contract must be in writing. Notices can be given in person, by fax, by post or by e-mail, to an address or number detailed in the Order. If a notice is sent by post, it will be taken to have been received 3 business days after posting, unless in fact it is received earlier. Any changes to notice details must be notified in writing.

#### 14. VARIATION

QUANTUM IT LIMITED reserves the right to change these Terms and Conditions at any time.