

Terms & Conditions of Trade

These terms and conditions of trade apply to all our Sales Contracts. Any accepted quotation or goods purchased from Turboweb Ltd constitute your agreement to be bound by these terms and conditions of trade. Any changes or amendments to these terms of trade you wish to make are hereby objected to and will not bind Turboweb Ltd unless Turboweb Ltd agrees in writing.

1. Price & Variation

- 1.1 Prices quoted are excluding GST unless otherwise stated. The price of the goods and/or services shall be as indicated on invoices provided by Turboweb Ltd to the customer.
- 1.2 The price of the goods & services shall, subject to clause 1.3 be Turboweb Ltd's quoted price, which shall be binding upon Turboweb Ltd.
- 1.3 Turboweb Ltd shall be entitled to adjust any price quoted from time to time and the customer agrees to pay any such adjusted price to take account of variations in the cost to Turboweb Ltd 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 item as a result of lack of instructions from the customer, the customer's failure or inability to fulfill the obligations under the contract or any other circumstances beyond Turboweb Ltd's control.
 - (b) Any correction of errors or omissions on the part of Turboweb Ltd.
- 1.4 Any correction of errors or omissions on the part of Turboweb Ltd that have been reported to Turboweb Ltd after a period of TWO MONTHS from the date of acceptance of the goods or services may at the sole discretion of Turboweb Ltd be charged for at the standard hourly rate.

2. Goods/Services

- 2.1 The goods and/or services are as described on the invoices, quotation, or any other work commencement forms provided by Turboweb Ltd to the customer.

3. GST

- 3.1 All goods and services sold are subject to Goods and Services Tax.

4. Payment

- 4.1 A deposit may be required to be paid before commencement of work and/or supply of goods
- 4.2 Unless otherwise agreed in writing, the purchase price shall be paid in full to Turboweb Ltd no later than fourteen (14) days upon completion and/or delivery of services and/or goods. Full payment is deemed to be acceptance of the goods and/or services.
- 4.3 Payment will be made by cash, cheque, credit card, bank cheque, direct credit or any other method agreed to between Turboweb Ltd and the customer.
- 4.4 If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment as provided in clause 4.1. Payment of the disputed portion may only be withheld providing the dispute is brought to Turboweb Ltd's attention immediately and a letter of explanation is sent within seven (7) days of the dispute arising.

5. Default & Consequences of Default

- 5.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgment.
- 5.2 Any expenses, costs or disbursements incurred by Turboweb Ltd in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be payable by the customer.
- 5.3 If any account remains unpaid at the end of the second month after payment was due; an immediate amount of the greater of \$20.00 or 10% of the amount overdue shall be levied for administration fees which shall become immediately due and payable in addition to the interest payable under clause 5.1 hereof.
- 5.4 If the customer shall:
 - (a) Commit a breach of any of their obligations under the contract; or
 - (b) Suffer execution under any judgment; or
 - (c) Commit an act of bankruptcy; or
 - (d) Make any composition or arrangement with any creditor; or
 - (e) 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, Turboweb Ltd may treat the contract as terminated and any part of the purchase price then unpaid, together with any monies owing, whether or not due under the terms of the contract shall immediately become due and payable.

6. Risk

- 6.1 If Turboweb Ltd retains property in the goods, nonetheless all risk for the goods passes to the customer on delivery.

7. Privacy Act 1993

- 7.1 The customer and any guarantor's (if separate to customer) authorise Turboweb Ltd to:
 - (a) Collect, retain and use any information about the customer, for the purpose of assessing the customer's creditworthiness.
 - (b) To disclose information about the customer, whether collected by Turboweb Ltd from the customer directly or obtained from any other source, to any credit provider or credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the customer.

8. Termination of Services

- 8.1 Either party may terminate the contract upon supplying one (1) months written notification. In the case where the client is seeking termination the process is not considered complete until a confirmation receipt is provided by Turboweb Ltd
- 8.2 Upon termination of the client's access to all services, all outstanding amounts will become immediately due and payable to Turboweb Ltd.

9. Personal Property Securities Act 1999

- 9.1 The customer agrees to complete all acts necessary and provide Turboweb Ltd all information upon request to register a financing statement over the products and services supplied, and that the client will advise Turboweb Ltd immediately in writing of any changes to the supplied information. The client hereby waives all rights to receive a copy of any verification statement of a financing statement.
- 9.2 The client agrees to supply Turboweb Ltd, within five (5) working days of written request, with copies of all security interests registered over your personal property, and you authorise Turboweb Ltd as your agent to request information from any secured party relating to any security interest which is held in any personal property which is or has been in your possession or control.
- 9.3 The client agrees that Turboweb Ltd may require the client to pay all reasonable costs, including legal costs on a solicitor basis, associated with the discharge or amendment of any financing statement registered by us, whether or not the change was initiated by you.
- 9.4 The client authorises Turboweb Ltd to search the Personal Properties Security Register at any time for any information about you or (if you are a company) your parent or associated companies.

10. Guarantees

- 10.1 The following terms apply wherever the Consumer Guarantees Act 1993 does not apply to this contract, or where the following terms are inconsistent with the Consumer Guarantees Act 1993:
 - (a) Defective goods or goods which do not comply with the contract may at Turboweb Ltd's discretion be repaired or replaced, or the price refunded.
 - (b) Any right which the customer may have to reject non-conforming or defective goods will only be effective if:
 - (i) The customer notifies Turboweb Ltd in writing within fourteen days following delivery and Turboweb Ltd is given the opportunity to inspect the goods.
 - (c) Turboweb Ltd will not repair or refund the price of any goods for so long as the customer is in default in relation to any amount owing.
 - (d) In any event, Turboweb Ltd's liability under any claim shall not exceed the price of the goods.
- 10.2 Nothing in these terms is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention.

11. Guarantor

- 11.1 The Guarantor, in consideration of Turboweb Ltd supplying Goods at their request to the Customer, jointly and severally, irrevocably and unconditionally guarantees punctual payment of all amounts payable by the Customer to Turboweb Ltd and punctual performance of all of the Customers obligations to Turboweb Ltd and indemnifies Turboweb Ltd against all costs, losses, expenses and liabilities (including legal expenses on a full indemnity basis) incurred or sustained by Turboweb Ltd as a consequence of the Customers default in its obligations to Turboweb Ltd.
- 11.2 The Guarantor is deemed to be principal debtor and liable as though they are each the Customer (even though as between Guarantor and Customer, the Guarantor is only guarantor and surety).
- 11.3 The Guarantor shall not be released from this Guarantee by any matter whatsoever, the happening of which might release a person liable only as a guarantor or surety.
- 11.4 This is a continuing Guarantee, which applies in respect of all Goods and Services to be supplied to the Buyer.
- 11.5 Turboweb Ltd may release or discharge the Guarantor from liability under this Guarantee (or may compromise its claim against any Guarantor) without prejudicing or affecting the rights of the Customer against the others.

12. Intellectual Property and Confidentiality

- 12.1 All intellectual property shall remain the property of Turboweb Ltd. Turboweb Ltd does not transfer any right, title or interest in the intellectual property to the client.
- 12.2 The client must not cause or permit anything which may interfere with, damage or endanger the trade marks or other intellectual property rights of Turboweb Ltd.
- 12.3 If your account is terminated with Turboweb Ltd, you must immediately discontinue use of any of the trade marks which are property of Turboweb Ltd in any sign, or advertising and thereafter you shall not use those trade marks directly or indirectly in connection with your organisation.

13. Governing Law

- 13.1 These terms of trade are governed by the laws of New Zealand
- 13.2 Turboweb Ltd and the customer shall submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of these terms and conditions of trade.
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