



- i Prices do NOT include GST or set-up and support and travel, unless otherwise stated. Quote is subject to availability of product & currency fluctuations up to the time of order. Quote is Confidential and not for disclosure outside of IT TRENDS and yourself except under written agreement.
- ii Delivery is to your office. Risk passes to you on delivery of the goods. All items should be checked on receipt for either obvious or suspected damage. Non-receipt or damage must be reported to us within seven (7) days from the date of delivery, or the claim may be rejected by the manufacturer / wholesaler / distributor. We will process all approved claims and forward replacements as necessary.
- iii No goods shall be returned for credit without our approval, in writing. Goods may be subject to a restocking fee.
- iv One (1) year return to manufacturer / wholesaler / distributor warranty, unless otherwise specified. IT TRENDS offers complete warranty coordination on faulty warrantable products, at a service fee of up to \$50.00 including courier charges. This does not include diagnosis or loan equipment associated costs.
- v Installation (where required) approximately four days from the date of IT TRENDS receiving the order. Minimum charge for servicing is \$50.00.
- vi Any and all disputes must be made in writing to us within fourteen (14) days of receipt of the goods or services. IT TRENDS' liability in any case of defect or fault, shall be limited to the purchase price of the goods in respect of which such liability arises. IT TRENDS shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever and howsoever arising provided that this clause shall not prevent a Buyer who is a Consumer from exercising any remedies that Buyer may have under the Consumer Guarantees Act 1993.
- vii Payment terms are seven (7) days from date of delivery. A 10% penalty will apply to all amounts more than 60 days past due date at which point interest will also commence to accrue at 12% pa on the total sum outstanding, plus any costs incurred in collection of outstanding debts.
- viii Title to goods remains with IT TRENDS Limited until full payment is received. The goods shall remain in our ownership until those goods and all goods delivered by us to you have been paid in full. If the goods are incorporated into other equipment such equipment shall, to the extent of the value of the goods, belong to us. You shall hold the goods and/or the proceeds of sale on our behalf as bailee for us. We reserve the right to enter your property and repossess all goods supplied at any time by us to you, where any sum payable remains outstanding.
- ix The Consumer Guarantees Act will not apply to any goods required for Business Purposes.
- x Errors and Omissions Excluded.
- xi IT TRENDS reserves the right to change these terms of trade from time to time. If IT TRENDS fails to enforce any terms or to exercise its rights under these terms of trade at any time, IT TRENDS has not waived those rights. If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect. The parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade. The laws of New Zealand govern this agreement and any dispute under it shall be subject to the jurisdiction of the Courts of New Zealand.