



## **Conditions of Supply**

### **1 WAICOMM SOLUTIONS LIMITED LIABILITY**

- 1.1 Any liability of WaiComm Solutions Limited (WCL) to the customer for any loss or damage, cost or expenses whatsoever or howsoever caused (and whether or not caused by the negligence, breach of duty, breach of contract or other default by WCL) arising directly or indirectly from the performance of WCL's obligations in providing this service, consultancy or installation shall be limited to the total sum payable to WCL by the customer pursuant to these terms.
- 1.2 To the maximum extent of the law, except as otherwise set down in these conditions, WCL hereby excludes all representations and warranties whatsoever made by WCL, its employees, agents or representatives.

### **2 CONDITIONS OF SUPPLY**

- 2.1 Any inquiries to the customer by any third party in relation to the supply of this service, consultancy or installation shall be immediately be referred to the Directors of WCL.
- 2.2 Financial and other details of this service, consultancy or installation shall be kept confidential between the parties and shall not be revealed to any third party without the agreement in writing of all parties.

### **3 PAYMENTS**

- 3.1 WCL shall invoice the customer(s), and the customer(s) shall pay the amounts scheduled in the respective Quote.
- 3.2 WCL will be entitled to charge interest at a rate equal to 3% above the overdraft bank rate charged to WCL by the Bank of New Zealand on a daily basis from the date on which payment becomes due until paid in full provided that this option shall not preclude WCL from exercising any other right it has if the customer is in breach of any of it's obligations under these conditions.
- 3.3 Subject to clause 3.4, all moneys payable under this agreement shall be net of all bank charges, taxes, levies or other Government impost.
- 3.4 The customer(s) will not withhold or deduct any tax from payments made under these conditions, unless required by law. If so required, the customer(s) shall pay the relevant taxation authority the amount deducted or withheld within the time allowed by law, and shall provide WCL, within 45 days thereafter, with the withholding tax receipt ("Tax Receipt") issued by the authority evidencing the deduction or withholding. If the customer(s) fails to provide WCL with the Tax Receipt within the said 45 days, all

payments payable by the customer(s) to WCL pursuant to these conditions shall be net amounts payable without set-off or counterclaim, free and clear of any withholdings or deductions of any kind.

#### **4 CANCELLATION**

4.1 Cancellation fees will be charged as per the table provided on the respective quote.

#### **5 TERMINATION**

5.1 Either party may terminate this service, consultancy or installation under these conditions forthwith if:

- (a) The other party is in breach of a material provision of these conditions that is not capable of remedy within 5 days of receiving notice.
- (b) The other party is in breach of a material provision of these conditions that is capable of remedy within 5 days of receiving notice and fails to remedy such breach within 5 days of notice thereof.
- (c) The other party seeks relief under any bankruptcy or insolvency law.

5.2 Termination of these conditions will not affect the accrued rights or remedies of either party.

#### **6 FORCE MAJEURE**

6.1 Neither party shall be liable to the other in respect of anything which apart from this provision, may constitute breach of these conditions arising by reason of force majeure, being any circumstances beyond the control of either party which shall include (but shall not be limited to) Acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, industrial action, riot, civil commotion or any act of any legal authority.

6.2 Any party who is by reason of force majeure unable to perform any obligation required by these conditions to be performed shall notify the other party as soon as possible specifying:

- (a) the cause and extent of the non-performance; and
- (b) the date of commencement

6.3 Any party who is, by reason of force majeure, unable to perform any obligation or condition required by these conditions to be performed shall notify the other party when the force majeure has terminated or abated to an extent which permits resumption or performance to occur.

6.4 If by reason of force majeure any party is unable to perform any obligation required by these conditions to be performed and such non-performance continues for a period of 14 days either party may, upon giving the other party 7 days prior notice, terminate this agreement.

**7 GOVERNING LAW**

7.1 These conditions shall be governed by and construed in accordance with the law of New Zealand and shall be subject to the non-exclusive jurisdiction of the New Zealand Courts. Documents may be served on the customer(s) by addressing them to the customer(s) and leaving them at the address for service supplied by the customer(s).

I have read and accept these conditions \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature