

GENERAL TERMS OF TRADE

1.0 INCORPORATION OF TERMS

The following Terms and Conditions shall be deemed incorporated in and shall form part of all contracts involving goods supplied by **Acre Computer Services Ltd** (herein called 'the Company') to the "**Customer**" (being any legal entity purchasing from the "Company")

2.0 PRICE

2.1 Unless otherwise stated all prices quoted are exclusive of Goods & Services Tax and insurance. The Customer shall pay Goods & Services Tax and insurance charges in addition to the quoted prices. The company reserves the right to revise its prices at any time prior to accepting an order. Receipt of an order by the Company from the Customer does not constitute acceptance by the Company.

2.2 All saved quotes are valid for 7 days. Refer to 2.3 for exceptions

2.3 The prices quoted may be revised by the Company subsequent to accepting an order in the event of any occurrence affecting delivery caused by War, Government action, variation in Customs duties, increased shipping charges, and any other matter beyond control of the Company. In that event the customer shall have the right to withdraw its order.

2.4 All backorders at the time of any price change will reflect the new price.

3.0 PAYMENT

3.1 Unless otherwise agreed in writing by the Company, full payment for the goods supplied shall be due within the terms authorised on the invoice.

3.2 The Company may charge interest at the rate of 24% per annum on all overdue accounts, calculated from the date on which payment was due until the date of actual payment.

3.3 The Company may refuse to supply any further goods and/or grant further extensions of credit while any overdue amounts owing to the Company remain unpaid.

3.4 The Company may withdraw credit facilities at any time without notice.

3.5 If the Company agrees to accept the return of goods (other than defective goods) it shall be entitled to charge a restocking fee of up to but not exceeding 10% of the invoiced price of the goods returned. This is levied at the company's absolute discretion.

3.6 Whenever the Customer is in default of payment or any account due to the Company or under these terms and conditions the Customer will pay the costs of the Company (as between solicitor and client) of and incidental to any legal proceeding which the Company may take for the purpose of obtaining payment of any moneys owing to it or enforcing the Company's rights, powers and remedies under these terms of business.

4.0 RISK AND OWNERSHIP

4.1 Risk in the goods shall pass at the time of delivery and the Customer shall insure (and keep insured) the goods.

4.2 Property and ownership in the goods will not pass to the Customer but will remain in the Company until payment in full of the purchase price of the goods and all other amounts owing to the Company by the Customer.

4.3 Until the property passes to the Customer:--

i) The Customer shall hold the goods as fiduciary bailee and agent for the Company.

ii) Unless otherwise notified in writing the Customer is authorised to sell the goods in the ordinary course of business.

iii) After giving 48 hours notice to the Customer, the Company shall be entitled to enter upon the Customer's premises between 9.00 am and 5.00 pm to inspect the goods.

iv) The goods shall be stored separately and in a manner to enable them to be identified and cross referenced to particular invoices.

v) The proceeds of any goods sold shall be kept in a separate account and shall not be mixed with any other moneys, including funds of the Customer.

4.4 If payment for the goods is not made by the Customer to the Company within 28 days of the due date then the Customer shall deliver the goods to the Company upon demand. In the event that the Customer does not comply with the demand within 48 hours of receipt the Company shall be entitled to enter upon the Customer's premises at any time to do all things necessary in order to take possession of the goods. The Customer shall be liable for all costs of whatsoever nature of and associated with the exercise of the Company's rights under this clause and which shall be payable on demand.

4.5 The Customer acknowledges that if it should mix the goods with other products or items such that the goods are no longer separately identifiable then the Customer and Company shall be owners in common of the new product.

5.0 CONSUMER GUARANTEES ACT 1993

5.1 In circumstances where the Company is deemed to be a supplier, if you acquire our goods for the purposes of business as defined in the Consumer Guarantees Act 1993, the provisions of the Act do not apply. The Act is not excluded in any other case.

6.0 INDEMNITY

6.1 The Customer shall indemnify the Company against all claims in respect of any loss or damage, including consequential loss sustained by a third party howsoever caused after receipt of the goods by the Customer.

7.0 ARBITRATION

7.1 In the event of any dispute arising between the Company and the Customer as to any matter arising under this contract that dispute shall be resolved by an arbitrator to be appointed by the chairman of the Tauranga District Law Society, whose decision shall be binding pursuant to the Arbitration Act 1908 or any statutory enactment in substitution thereof or in modification thereof at the time being.

8.0 RETURNS

8.1 Goods specifically imported or procured on behalf of the Customer cannot be returned except by prior written approval from the Company and then only on such terms and conditions as the Company may agree.

9.0 ERRORS OR OMISSIONS

9.1 Clerical errors or omissions, whether in computation or otherwise in any quotation, acknowledgement or invoice, shall be subject to correction by the Company.

10.0 PRIVACY ACT 1993

10.1 The customer authorises any person or company to provide the Company with such information as the Company requires in response to its queries. The Customer authorises the Company to furnish to any third party details held by the Company about the Customer including any subsequent dealings the Customer may have with the Company.