

Terms and Conditions

Terms Used

'The seller' refers to Unified Systems Ltd'. The buyer' refers to any legal entity purchasing from Unified Systems Ltd.

General

The following Terms and Conditions govern all supplies of products from "Unified Systems Ltd" to "The Buyer".

Your acceptance of any product from the Unified Systems Ltd indicates your acceptance of these terms and conditions. Where Unified Systems Ltd accepts the buyer's order these terms and conditions (together with the acceptance) constitute the entire agreement between Unified Systems Ltd and the buyer and it is expressly agreed that there are no other understandings, representations or warranties of any kind (express or implied) forming part of this contract. In particular:

Any condition contained in the buyer's order which is inconsistent with, qualifies or is contrary to these conditions shall have no effect unless that condition is expressly accepted in writing by Unified Systems Ltd.

Any variation, waiver or cancellation of the buyer's order shall have no effect unless accepted in writing by Unified Systems Ltd. Where Unified Systems Ltd accepts cancellation Unified Systems Ltd may levy a handling charge of up to 10% of the price.

Where the buyer and Unified Systems Ltd agree to a variation in the quantity of the goods, the goods shall be priced either at the rate applicable to the original quantity or the revised quantity at the absolute discretion of Unified Systems Ltd.

Formation of a Contract

Unified Systems Ltd's website and advertising only constitute an invitation to treat. Ordering goods (online or otherwise) constitutes an offer by the buyer to buy in accordance with these terms and conditions. Unified Systems Ltd's acceptance occurs (and the contract is formed) when the goods are dispatched to the buyer.

Consumer Guarantees Act 1993

In the event the transaction the subject of these conditions of sale is subject to the Consumer Guarantees Act 1993 ("the Act") then;

Where the buyer is acquiring the product for the purpose of business then the Act shall not apply.

In the event the purchaser is acquiring the product for purposes other than that of a business, then these conditions of sale shall be interpreted subject to the purchaser's rights under the Act, to the intent that no provisions shall in any way limit the purchaser's rights under the Act.

Prices

All prices are set by Unified Systems Ltd with the following conditions:

Unless otherwise stated all prices quoted do not have Goods and Services Tax (GST) included. Insurance, freight and handling charges may apply.

Prices of products may be altered without notice.

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

Unified Systems Ltd reserves the right to refuse to accept any order, or any part of an order, for any reason whatsoever.

Payment

Unless a prior agreement has been made with Unified Systems Ltd, goods will not be shipped until full payment is received. Goods and services may be paid for by any of the following means:

Cash

Bank Cheque

Credit Card via PayPal

Direct Payment (Deposit/Online Banking) into our Bank Account. Payment by cheque or direct payment will not be considered payment until it has been fully cleared through the banking system into Unified Systems Ltd's bank account.

If an agreement is made where Unified Systems Ltd has agreed to extend credit to the Customer (as a Organization, Company), the following conditions apply:

If any accounts are not paid in full, Unified Systems Ltd has the right to hire the services of a debt collection agency. The debtor will pay the additional collection cost on top of the outstanding account.

Accounts are to be paid by the due date. If payment is not made on the due date for payment specified here, the Client shall pay interest on the balance outstanding at 2% per month on the balance of the invoice outstanding from the due date for payment to the date on which the amount is paid. Furthermore, details of the account may be referred to a credit reference agency and you will liable for all recovery costs incurred.

Unified Systems Ltd may refuse to supply any further goods and/or grant further extensions of credit while any overdue amounts owing remain unpaid.

Any benefits provided by Unified Systems' support packages are only applicable when the clients account is paid up to date.

Unified Systems Ltd will have at it's complete discretion the right to cancel/disconnect any internet or hosting plans while the clients account is outstanding without notice. Accounts exceeding \$5000 excl GST can only be paid by Cheque or Direct Bank Transfer. A 3% fee will be applied to the total amount if Credit Card payment is used for accounts over \$5000 excl GST.

Unified Systems Ltd may withdraw credit facilities at any time without notice.

Liability and Maintenance Guarantee

The buyer shall ensure that the goods ordered are fit and suitable for the purpose for which they are required and Unified Systems Ltd is under no liability if they are not.

The buyer is entitled to only such benefits as Unified Systems Ltd may receive under any guarantee given to Unified Systems Ltd by the manufacturer of the goods.

In lieu of any warranty, condition, or liability by law, Unified Systems Ltd's liability in respect of any defect in or failure of the goods supplied, or for any loss, injury, or damage attributable thereto, is limited to making good the replacement or repair of defects arising under normal proper use and maintenance arising solely from faulty design, materials, or workmanship within the guarantee period, if stated, or otherwise within 12 months of the date of supply, provided always that such defective parts are promptly returned to Unified Systems Ltd, unless otherwise arranged. Unified Systems Ltd shall not be liable for consequential, indirect or special damages or loss of profits under any circumstances. At the termination of the appropriate period (ie guarantee period or 12 months as indicated above) all liability on Unified Systems Ltd's part ceases.

The warranty does not cover damage from misuse, accident, negligent, inappropriate or improper operation, maintenance, installation, modification or adjustment. The warranty does not cover damage caused by electrical power surges or lightning storms.

The Unified Systems Ltd's liability under this contract and the warranty in this clause is confined to the buyer named in this contract, it being agreed that Unified Systems Ltd has no liability to any purchaser of the goods from the buyer in that the buyer's rights under the contract are not assignable without the prior written consent of Unified Systems Ltd.

Personal Guarantee of Company Directors or Trustees

If the buyer is a company or trust, the Director(s) or Trustee(s) signing this contract, in consideration for Unified Systems Ltd agreeing to supply services and

grant credit to the buyer, also sign this contract in their personal capacity and jointly and severally personally guarantee and undertake to Unified Systems Ltd the payment of any and all other monies now or hereafter owed by the buyer to Unified Systems Ltd. Any personal guarantee made by any party shall not exclude the buyer in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and buyers shall be jointly and severally liable under the terms and conditions of this contract.

Delivery

Unified Systems Ltd reserves the right to dispatch the buyer's order in one delivery or by instalments. Where Unified Systems Ltd accepts an order which provides for delivery by instalments Unified Systems Ltd shall be entitled to payment for each instalment delivered (as if it were a separate contract) but failure to deliver any instalment shall not entitle the buyer to repudiate the contract as to any remaining instalments.

Any quotations of delivery times by the Unified Systems Ltd are made in good faith but are estimates and Unified Systems Ltd shall not be bound by such quotation.

Unified Systems Ltd will select the method/type of delivery and free delivery will apply when specified. Where the buyer requests another method of delivery (eg Saturday or urgent delivery) and Unified Systems Ltd agrees in writing then the buyer shall meet the cost of that delivery.

Shortages, Damages or Loss in Transit

Liability for shortages in the quantity of goods delivered is limited to making up the shortages. No claim for shortages in quantity will be allowed unless the customer gives notification of the shortage in writing within 7 days of the delivery and provides a reasonable opportunity for the Unified Systems Ltd to investigate the claim.

Goods leaving the Unified Systems Ltd's premises are adequately packed. Claims for damage or loss in transit must be made against the carrier in the prescribed manner:

Prior to acknowledging delivery to the carrier the buyer must ensure that the complete consignment as per the carrier's note has been received.

Should there be a shortage or visible damage to outer packaging the carrier's note must be endorsed accordingly.

Within 7 days of receipt of consignment the buyer must ensure that all goods received are in good order and condition.

No claims will be considered after 7 days of receipt of goods. While no liability for goods damaged or lost in transit will be accepted by Unified Systems Ltd, details of any claim should be advised to Unified Systems Ltd.

Return of Goods for Credit or Refund

Goods supplied in accordance with the buyer's order can only be returned with the express approval of the Unified Systems Ltd.

Requests to return goods must be submitted within 7 days from the date of supply and the original invoice number must be quoted.

Where goods are accepted (for credit or refund at the Unified Systems Ltd discretion) they must be delivered at the buyer's expense into Unified Systems Ltd's store in original condition and packaging.

Unified Systems Ltd reserves the right to levy a restocking fee against any returns Unified Systems Ltd may agree to accept. Such fees may be up to 15% of the invoice priced and levied at the Unified Systems Ltd's absolute discretion.

Property and Risk

Risk (including insurance responsibility) shall pass to the buyer on collection of the goods by the buyer or on the delivery by Unified Systems Ltd or by the source to the buyer or his agent or to a carrier for delivery to the buyer.

Ownership of all goods sold by Unified Systems Ltd ("the goods") is retained by Unified Systems Ltd until full payment is received for all amounts owing in respect of all goods supplied. This provision is designed to protect Unified Systems Ltd in the event of the bankruptcy, receivership or liquidation of the buyer, a seizure of goods by a creditor of the buyer or default in payment.

Until full payment is made the buyer agrees to:

Enable the goods to be readily identifiable as the property of Unified Systems Ltd.

Maintain the goods so supplied in good order and condition and to return the goods immediately if called upon to do so by Unified Systems Ltd.

On a sale or other realization of the goods the buyer shall identify and separately account for the proceeds of sale.

Prior to the buyer acquiring property in any goods Unified Systems Ltd may at any time directly or by its agents or servants enter upon any land, premises or property where it believes such goods may be to inspect and/or remove the goods, by force if reasonably necessary. If the goods are removed then:

The right of the buyer or any agent of the buyer to possession of any goods and right to sell or otherwise dispose of the goods shall immediately and without the necessity of any notice terminate, and,

The buyer will reimburse, indemnify and hold harmless Unified Systems Ltd, its employees and agents in respect of any costs (including legal costs on a solicitor-client basis), expenses, loss or damage (including such to any third parties) in respect of the exercise or attempted exercise of Unified Systems Ltd's remedies and,

Unified Systems Ltd may cancel any or all contracts with the buyer and Unified Systems Ltd will not be liable to the buyer therefore, and,

All moneys owing by the buyer to Unified Systems Ltd on any account whatsoever shall become immediately due and payable, and,

The value of such goods seized shall be assessed as the lesser of current market value or the invoice value at the time of sale and may be subject to a restocking fee as for Return of Goods for Credit or Refund above. Any excess after satisfying all of the buyer's payment obligations (including under the indemnity) will be paid to the buyer.

Errors or Omissions

Unified Systems Ltd is entitled at any time to correct all errors and omissions (whether clerical, computational or otherwise) in any advertising, quotation, invoice or acknowledgement. Due to the Unified Systems Ltd's administrative processes, errors (if any) may be discovered up to 30 days after the goods have been delivered to the buyer. Unified Systems Ltd will notify the buyer promptly of any error or omission discovered by Unified Systems Ltd, and give the buyer the option of returning the goods for a full refund.

Description of Products

Modifications and improvements to the Unified Systems Ltd's products are constantly being made. Also, Unified Systems Ltd relies on information from its suppliers and product manufacturers. Descriptions, illustrations and literature are therefore not binding on the Unified Systems Ltd. If the goods do not match the description on the Unified Systems Ltd's website, the buyer should inform Unified Systems Ltd immediately so that Unified Systems Ltd may take appropriate action.

Product information and pricing etc. located via external web links may not apply to products available for purchase in New Zealand.

Professional Advice

Unified Systems Ltd and its employees are not chartered accountants or lawyers. Any advice supplied or work done on any of your accounting records is done at your own risk and should be checked with your accountant, lawyer or professional advisor. If advice concerning legal or accounting related matters is needed, the services of a fully qualified professional should be sought. Any information, products, or services provided by us are not intended for use as a source of legal or accounting advice. Unified Systems will not accept any liability for any losses from acting on such advice. You should be aware of any laws which govern business transactions or other business practices in your country and state.

Force Majeure

Unified Systems Ltd shall not be liable to the buyer for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the goods, or failure to perform any term of this contract where such delay or failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or facilities and accidents, interruptions of, or delay in transportation or any other cause beyond Unified Systems Ltd's control.

Compliance

The buyer shall be solely responsible for obtaining any necessary permits under and for compliance with all legislation, regulations, by-laws or rules having the force of law in connection with the installation and operation of the goods.

Personal Property Securities Act 1999

Until full payment has been received in respect of the goods supplied the buyer acknowledges and agrees that:

These terms and conditions constitute a security agreement for the purposes of section 36 of the Personal Property Securities Act 1999; and

A security interest is taken in all goods previously supplied by Unified Systems Ltd to the buyer (if any) and all goods that will be supplied in the future by Unified Systems Ltd to the buyer during the continuance of the parties relationship;

The buyer undertakes to: - sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which Unified Systems Ltd may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;

- indemnify, and upon demand reimburse, Unified Systems Ltd for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any goods charged thereby;

- not register a financing change statement (in accordance with Regulation 9) or a change demand (in accordance with Regulation 10) without the prior written consent of Unified Systems Ltd;

- give Unified Systems Ltd not less than 14 days prior written notice of any proposed change in the buyer's name and/or any other change in the buyer's details (including but not limited to, changes in the buyer's address, facsimile number, or business practice); and

- immediately advise Unified Systems Ltd of any material change in its business practices of selling the goods which would result in a change in the nature of proceeds derived from such sales.

Unless otherwise agreed to in writing by Unified Systems Ltd, the buyer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

Disputes and Proper Law

Any claim or dispute arising hereunder shall be subject to arbitration in accordance with the Arbitration Act 1996.

The contract including these terms and conditions of sale shall be governed by New Zealand Law.

Liability/Variations

Unified Systems Ltd reserves the right to modify and vary these terms and conditions at any time.

Unified Systems Ltd WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. Unified Systems Ltd WILL NOT BE LIABLE FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, Unified Systems Ltd IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE(S) UNDER THIS AGREEMENT.