



TERM AND CONDITIONS DATED 01 JANUARY 2021 Ver:4.0

1. ACCEPTANCE OF THESE TERMS AND CONDITIONS

1.1 Acceptance of a client's purchase order, or purchase order number or advice given by a representative of the company or individual constitutes the clients acceptance of these standard Terms and conditions.

1.2 Acceptance of a Quote for supply of Goods and Services constitutes the client's acceptance of these standard Terms and conditions.

1.3 Acceptance of an Invoice for supply of Goods and Services constitutes the client's acceptance of these standard Terms and conditions.

1.4 The Client Company and its Directors are personally, individually and jointly liable for all debts incurred by the Company as a condition of these standard Terms and conditions.

1.5 Contracted Service(s) for any form of Internet connection type, Copper, ADSL, Wireless and Fibre has a 12 or 24 month minimum contract period. Termination of the contracted supply will incur a pro-rated cancellation fee.

2. DUE DATE FOR PAYMENT: Payments for purchases and services are due 7 days after receipt of Invoice.

3. LATE PAYMENT OR PENALTY INTEREST

Overdue accounts will incur a minimum "Late payment fee" of \$ 20.00 and may further incur penalty interest, charged monthly at the rate of two percent (2%) per month on all outstanding Invoices that have not been paid in full by the due date.

4. ACCOUNT DISPUTE RESOLUTION

4.1 Any disputed Invoice must be notified in writing to the Seller, within 30 days from the Invoice date.

4.2 It is agreed by the buyer and the seller that any disputed Invoice(s) for Goods and or Services up to \$20,000 may be referred to mediation or the Disputes Tribunal without delay to resolve the dispute.

5. LIABILITY FOR RECOVERY COSTS

Any costs incurred by the seller, including legal costs on a solicitor/client basis, in order to recover the amount of any overdue accounts shall be added to the amount owed and payable by the buyer. A minimum of One Hundred & Twenty-Five dollars (\$125.00 plus the Disputes Tribunal lodgement Costs) will be added when the account recovery process commences.

6. OWNERSHIP OF GOODS

6.1 The seller shall retain ownership in the goods until payment in FULL is received, of all amounts owed by the buyer.

6.2 Until the seller has received payment in FULL, the buyer shall hold or deal with the goods for and on behalf of the seller in every respect as a fiduciary.

6.3 Until the seller has received payment in FULL, the seller shall own all proceeds of sale by the buyer of the goods whether those proceeds are held in a separate account by the buyer or not.

6.4 The seller hereby grants to the buyer the authority to deal with the goods and sell them at FULL market value in the ordinary course of its business provided that the proceeds of such sale are held as specified in the Clause 6.3, and provided that upon payment being due in accordance with Clause 2 and unpaid, the seller may immediately withdraw the authority granted hereunder.

7. REPOSSESSION

7.1 Until payment in FULL is received the seller may without prejudice of its other rights and remedies, repossess any of the goods whether or not payment may have been received for same.

7.2 The seller shall incur no liability arising as a consequence of repossession and the buyer hereby indemnifies the seller for any such alleged liability. The buyer shall pay ALL costs incurred by the seller in respect of such repossession.

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