



Zoom Technologies Ltd.

119 Edinburgh Street

Pukekohe 2120

Ph • **09 238 2966**

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Em • brenda@zoomtechnologies.co.nz

www.zoomtechnologies.co.nz

Terms and Conditions

Zoom Technologies Ltd ("Zoom") agrees to provide Products and Services to the customer on the following terms and conditions. By requesting product or services to be provided by Zoom, you have agreed to be bound by the following terms and conditions. You acknowledge that if any further Products or Services are requested, that these terms and conditions apply.

General:

"us", "our" and "we" refer to Zoom.

"you" and "your" refer to your company.

"Products" means the products supplied by Zoom Technologies Ltd to the Customer, including but not limited to computers and IT hardware and peripherals, computer components, accessories and software.

"Customer" means the company or entity purchasing the products or services.

"Normal Working Hours" means 8.00am to 5.30pm Monday to Friday Inclusive, excluding public holidays in Auckland.

"Job Sheet" means a form provided by Zoom or otherwise approved by Zoom and used by you to request services.

"Services" means the services specified on the job sheet, including but not limited to project management, quality assurance, network and system design, system audits and engineering services.

"Use" means install, run, access, display, or otherwise interacts with software, on a single computer, workstation terminal or other electronic device.

Terms:

1. Every request for products or services shall be made on a job sheet, which on acceptance by Zoom and the Customer shall form a separate contract between the parties comprising these terms and conditions and the job sheet.
2. Unless otherwise agreed or specified in the job sheet, the term of any contract between the parties will continue until written notice is received by either party indicating otherwise. Each party agrees to give 30 days notice to the other party. For the avoidance of doubt, this clause does not effect the provisions that relate to a breach of any of these terms and conditions.
3. If you are order Products or Services on behalf of a company, you are representing that you have the requisite authority to enter into an agreement on behalf of the company
4. These terms and conditions apply to both the private and business use of Products and Services. If you are not acquiring these for the purpose of a business (as defined by the Consumer Guarantees Act 1993) then that Act applies and nothing in these terms and conditions limits your rights under it.

Delivery of Products and Services:

1. Whenever Zoom supplies Products to you, Zoom:
 - a) Will make genuine reasonable commercial efforts to supply the product specified in any job sheet.
 - b) You acknowledge that any specified times are approximate and time is deemed not to be of the essence.
 - c) You agree that Zoom will not be liable for failure to deliver or delay in delivery due to factors outside the reasonable control of Zoom.
2. Whenever Zoom provides Services to you, Zoom is committed to:
 - a) Providing the Services within a reasonable time or within the time limit specified on the job sheet at the time of order.
 - b) Providing the Services with reasonable care and skill
 - c) Providing Services that are reliable although Zoom does not guarantee that any Services will be free of faults or will be continuous.

Credit / Payment:

1. An inspection fee of \$45.00 +gst is chargeable if customer decides not to go ahead with any repair. Equipment not collected within 6 months of job Complete notice will be disposed of without notice.
2. In return for the provision of our Products and Services, you agree to pay the charges specified on the job sheet and or invoice.
3. Zoom reserves the right at all times and at its sole discretion to refuse to grant credit or to suspend, withdraw or discontinue credit.
4. Payment shall be made in full against delivery or if agreed in writing, within 7 days or 14 days of supply, or by 20th of the month following the date the invoice, depending on the terms specified by Zoom Technologies. No payment shall be withheld nor reduced by virtue of alleged setoff counterclaim or otherwise. Time shall be of the essence.
5. Zoom reserves the right at its sole discretion to charge you a fee of interest that shall be paid at 20.5% per month calculated on a monthly basis on all outstanding amounts from date on which payment was due until actual date of payment. a) Any expenses, disbursements and legal costs incurred by Zoom Technologies in the enforcement of any rights contained in this contract shall be paid by the customer including, but not limited to, any reasonable solicitor's fees or debt collection agency fees. b) Payment by bill of exchange or cheque shall not be deemed payment until the bill of exchange or cheque has been paid by the customer's banker and credited to Zoom Technologies bank account.
6. Unless otherwise agreed in writing, Zoom reserves the right to alter the pricing structure for any services.



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Warranty:

1. Subject to any written warranty which Zoom Technologies may give to the customer all warranties and representations made by Zoom Technologies, its employees, representatives or agents, whether express or implied, statutory or otherwise, collateral or antecedent hereto or otherwise are expressly excluded. Zoom Technology's liability (if any) shall be restricted to the repair of the goods or to their replacement, or to payment of damages not exceeding the price of the goods. Notwithstanding the provisions of the Contractual Remedies Act 1979 these shall be the only remedies available to the customer.
2. Zoom Technologies will, as far as it is legally able to do so, assign to the customer the benefit of the manufacturer's warranty (if any) expressed or implied relating to the goods.
3. Zoom warrants that the services will be provided as defined in the job sheet but Zoom will not be responsible for the compatibility of any products with other products unless Zoom has expressly agreed otherwise in writing. Zoom will not be responsible for any failure of the services if the failure is a direct or indirect result of the inability of your software or hardware to operate correctly
4. Subject to the above Zooms sole warranty is to correct any errors arising out of the negligent support of any services, within reasonable time. Zoom liability under this warranty shall be limited to the services originally specified in the job sheet.

Return of Goods:

1. No products will be accepted for return without prior written authorization from Zoom Technologies.
2. Zoom Technologies will only consider accepting the return of the Products provided:
 - a) Prior approval is obtained.
 - b) Products approved for return must be in the same resaleable condition and in the manufacturer's original container and undamaged.
 - c) Zoom Technologies reserves the right to reject products not conforming to this condition.

Provision of Equipment:

1. Unless otherwise agreed by the parties in writing, during the delivery of any equipment and any of your own equipment or software that is held on your behalf by Zoom, you shall bear the risk of and you agree to carry adequate insurance against any loss or damage to the equipment and to any of your own equipment and/or software (as the case may be) regardless of whether you have paid for the equipment. If the consent of your landlord is required for the installation of any equipment, you will obtain this consent before installation occurs.
2. You agree that no legal or equitable title in any equipment will pass to you until payment in full is received by Zoom for that equipment.
3. If you receive payment from a third party for any equipment provided by Zoom to you, you agree that this payment belongs to Zoom and that you are holding any sum received in trust for Zoom. You agree to inform Zoom when any such payment has been received and ensure payment to Zoom of this amount is affected immediately.
4. You agree that failure to pay for any equipment provide by Zoom will entitle Zoom, at any time, to recover and retake possession of the equipment and to exercise all its rights as owner and/or unpaid seller. You also agree that you irrevocably authorize and license Zoom and its servants or agents to enter any land or building where the equipment is installed for the purpose of either inspecting the equipment and/or repossessing it.
5. You will be responsible for any loss, damage and deterioration of the equipment provided by Zoom due to any cause whatsoever after the equipment has been delivered. For the avoidance of doubt, this clause in no way affects your insurance obligations as outlined in item 1 under "Provision of Equipment"

Confidential Information:

1. Each party will ensure that all information, including but not limited to plans, reports, opinions, projections and network recommendations contained in any document or electronic storage system which includes Confidential information is kept strictly confidential and neither party will use the contents in any way other than for the purpose for which the information was disclosed:
2. Each party will not give confidential information, or allow confidential information to be received by any person who is under a duty to communicate this information to another person, and not to use confidential information for any purpose other than that for which it was provided. If uncertain you agree to obtain permission from Zoom.
3. Each party agrees to return to the other party on demand, all confidential information in whatever form (including all copies) that is in the former party's control.
4. Each party shall take all reasonable care to ensure that all materials in its possession that contains confidential information is kept secure.



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Use of Personal Information:

1. If you are an individual, you authorize Zoom and its agents to collect information about you to be held at Zoom Technologies head office. You agree that this information can be used for statistical analysis, research and Zooms marketing purposes. You also authorize Zoom and its agents to seek, supply and disclose information in relation to your credit worthiness.
2. Zoom recognizes that under the Privacy Act 1993 you can request access and require correction of your personal information. Any such request must be in writing and Zoom reserves the right to charge a fee for any reasonable costs incurred in responding to your request (any costs will be disclosed for your acceptance before they occur).

Limitation of Liability:

1. In no event will Zoom be responsible for any consequential, incidental, indirect or special damages whatsoever, including but not limited to any damages for the loss of business profits, loss of business information, business interruption or other pecuniary loss, even if Zoom has been advised of the possibility of such damages.
2. Zoom Technologies maximum liability under any contract formed (which comprise a job sheet and these terms and conditions) shall be the amount payable for the Products and Services specified in the job sheet the subject of the contract.

Governing Law of Jurisdiction:

These terms and conditions are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand. You agree that if any part of these terms and conditions is found to be void and unenforceable, it will not affect the validity of the balance of these terms and conditions.

Termination:

Without prejudice to any other rights, Zoom reserves the right to terminate any services provided to you immediately, if you have failed to comply with these terms and conditions or stop providing services to you due to your failure to meet your obligations for payment.

Force Majeure:

Zoom Technologies will not be liable for any failure or omission to provide any Services due to any cause reasonably outside of the control of Zoom Technologies.