

## Terms and conditions

### Who we are

We are **IT Business Services Ltd.**, and in these terms we refer to ourselves as “we” or “us”. These terms and conditions apply whenever we supply goods or services to you.

### Delivery

We might send your order in one or more deliveries. If you want to return anything please see the Returns section. You can cancel any part of your order that you are waiting on before it has been dispatched, please read the Cancellation section for conditions.

We quote expected delivery times in good faith but these are estimates and we are not bound by them.

Free delivery applies to the method/type of delivery selected by us. If we agree to any other method, e.g. Saturday delivery or urgent delivery then you will have to pay the delivery charge.

Courier waiver - if you have signed a courier waiver allowing for goods to be left at your property unsigned for, then we accept no responsibility for lost or damaged goods.

### Returns

If you want to return anything you'll need a return authorisation (**RA**) number.

If you've received the wrong goods or they've been damaged in transit, you'll need to let us know within 5 days of receiving them - otherwise, you agree that the correct goods have been delivered and that they are in good order (this doesn't affect any Consumer Guarantees Act rights).

We don't have to accept a return if you've simply changed your mind, but sometimes we can accommodate (and a re-stock fee may apply).

We may provide a forward replacement at our discretion (but we'll charge your credit card if we don't receive the item we're replacing within a reasonable time).

You'll need to pay the cost for returning the item, and we recommend tracking and insurance for your safety, because you are responsible if any item is lost or damaged while being returned to us.

Where applicable, if the goods break within a free Ascent Extended Warranty extension, we will repair, replace or provide a pro rata refund at our discretion. The pro rata refund is equal to the purchase price multiplied by the remaining portion of the total warranty period.

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### Cancellations

You can cancel any item before it has been dispatched, however, a re-stock fee may apply in certain circumstances. You must cancel in writing.

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### Payments and overdue amounts

We don't have to provide you any specific goods or services until you have fully paid all money that you owe us. This means that we can apply money you've paid on a current order to an earlier unpaid invoice - and your current order may be held up until all the money you owe us has been paid.

On overdue amounts you will have to pay any costs we incur (including debt collector fees and legal fees on a solicitor-client basis).

### Credit Terms

#### **Payment**

You must pay 14 days following delivery of your order. If an order is split shipped, this applies to the goods that have been delivered.

#### **Credit limit**

We will notify you of your credit limit when we approve your application - this might be different from the limit you requested. We can change your limit at any time at our discretion.

#### **Our discretion**

In our sole discretion we can do any of the following at any time without prior notice:

- Refuse to grant credit.
- Suspend, withdraw or discontinue credit.
- Require a fresh credit application and/or guarantee(s) to be submitted.
- Selectively withdraw any discount offering

### Risk and retention of title

Risk (including any insurance responsibility) passes to you when you collect the goods (or they are collected for you); or when they are dispatched to you (this includes when we or our supplier releases the goods to a carrier to send to you).

We retain ownership of all goods supplied until we have received full payment for all goods supplied to you. You agree to do anything necessary (including signing documents) to enable us to protect and register our security interest.

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### Stock levels

All goods are subject to availability.

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### Prices

We can change our prices at any time before accepting an order. Also, we can change our prices without prior notice.

### **Errors and Omissions (Mistakes!)**

We pride ourselves in getting things right, but sometimes errors and omissions (mistakes) might occur with any of our advertising, quotes, invoices or acknowledgements. Sorry. Due to our administrative processes, mistakes might be discovered up to 30 days after the goods are delivered to you. We can fix mistakes (relating to pricing or otherwise) at any time during this period. If we discover a mistake we'll let you know promptly, and give you the option of returning the goods for a full refund.

### **Back up your data - please!**

We don't cover data loss under our warranties, so we recommend that you regularly back up your data on a separate storage medium; please note that we don't cover loss of data on any such storage medium either.

Acts of God and things outside our control

We won't be responsible to you for any loss or damage directly or indirectly arising from or in connection with an Act of God or anything beyond our control.

By "Acts of God and anything beyond our control" we mean all the usual things (earthquakes, fires, floods etc.) as well as: armed conflict, labour disputes, civil commotion, government intervention, transport delays, accidents, serious illness, shortages with materials, goods or facilities, and anything else beyond our reasonable control.

### **Consumer Guarantees Act**

If your purchase is of a type that is subject to the Consumer Guarantees Act 1993 (Act) then:

- a) If you're acquiring the goods (or services) for the purposes of a business then you agree that the Act doesn't apply. If you buy through a business account you are holding yourself out as acquiring the goods (or services) for the purposes of a business; and
- b) If you're acquiring the goods (or services) for a non-business purposes then these terms will be interpreted subject to the Act and nothing in these terms will limit your rights under the Act.

In either case, we do not provide any Express Guarantees as defined in the Act.

### **Liability**

You should make sure that the goods or services ordered are fit and suitable for the purpose they are required, because we don't provide any express or implied guarantee or warranty or make any representation regarding fitness or suitability for purpose, quality, merchantability or otherwise. Accordingly, we exclude all liability we might otherwise have to you.

If we are ever held liable to you, our liability is limited to our choice of providing you a refund or replacement.

We will not be liable for any loss of profits or any indirect or consequential loss, even if the possibility of such loss has been brought to our attention.

This clause is subject to any rights you may have under the Consumer Guarantees Act.

### **Formation of contract**

When you order (online or otherwise) you are making an offer to buy from us in accordance with these terms and conditions. Payment processing or order confirmation do not amount to acceptance by us. Our acceptance occurs (and the contract is formed) only when we dispatch the goods to you. If the goods from one order are dispatched separately, then a separate contract is formed relating to each lot of goods dispatched.

### **Entire Agreement**

When we accept your order then these terms and conditions, together with any additional terms we've advised you of or agreed to in writing\*, is the entire agreement between us. You agree that there are no other understandings, representations or warranties forming a part of this agreement. In particular, if you have any special instructions that are inconsistent with or qualify these terms, then we'll try to accommodate, but you accept that they're not binding on us.

*\*This includes by email.*

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### **Using information about you - Privacy Act**

You authorise us to use any information we have about you, and to collect information about you, for any reasonable purpose related to our business including: obtaining credit reports, registering security interests, reporting overdue debts to debt collection agencies or credit reporting agencies.

For more information about your right of access to and correction of information held by us please refer to the Privacy Act 1993. Subject to the Privacy Act, a fee for retrieval and correction of information may be charged if appropriate.

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### **Other legal stuff**

*Governing law* - The contract (and these terms) are governed by the laws of New Zealand.

*Waiver* - If we waive one default it doesn't mean that we waive of any later default (even if it's the same type of default). If we fail to exercise any right (or delay in doing so) it doesn't mean we waive that right.

*No assignment* - You can not assign or transfer this contract without our prior written consent.