

BITT LIMITED Terms & Conditions

1. DEFINITIONS

- 1.1. 'BITT LIMITED' shall refer to any agent or employee of BITT LIMITED.
- 1.2. 'Client' shall mean any person acting on behalf of, and with the consent of any person or organization purchasing goods and/or services from BITT LIMITED. This definition specifically includes any agent or employee of the Client, or any contractor acting on behalf of the Client.
- 1.3. 'Good(s)' shall mean any object supplied to the Client by BITT LIMITED and shall not be bound by any definition of consumption or affect on utility.
- 1.4. 'Service(s)' shall mean any activity conducted by BITT LIMITED on behalf of the Client, or that is necessary to meet the Clients requirements.
- 1.5. 'Work' shall mean any activity undertaken by BITT LIMITED in the course of providing Goods and Services to the Client.
- 1.6. 'Price' shall mean the cost of any Good(s) and/or Service(s) agreed to by BITT LIMITED and the Client and includes any payment made to a third party by BITT LIMITED on behalf of the Client, or in the course of completing Work for the Client. The Price of Goods and Services is defined further in Section 3.
- 1.7. 'Solution' shall refer to any combination of Goods, Services and Work provided by BITT LIMITED, possibly in conjunction with 3rd party Goods and Services.

2. ACCEPTANCE

- 2.1. Any instructions received by BITT LIMITED from the Client for the supply of Goods and Services or to undertake Work, either in writing or verbally, shall constitute a binding contract and unconditional acceptance of the terms and conditions herein.

3. PRICE AND ADDITIONAL COSTS

- 3.1. In the absence of any other written or verbal agreement between BITT LIMITED and the Client the Price for Goods and Services will be based upon the most recent BITT LIMITED price list provided to the Client.
- 3.2. In the case of the Price for Services supplied or Work done at an hourly rate, the rate applied will be at the sole discretion of BITT LIMITED and in agreement with the Client.
- 3.3. In the case of an increase in the cost of supply incurred by BITT LIMITED, the Price quoted to the Customer may be increased retrospectively by a reasonable amount necessary to cover the increase in cost incurred by BITT LIMITED. By acceptance of any quote from BITT LIMITED, either written or verbal, the Client herein agrees to pay such increases as necessary.
- 3.4. All quotes are valid for 21 days.
- 3.5. The Client agrees that the minimum charge for hourly services will be one hour. There after, hourly services will be charged in half hour blocks.
- 3.6. The Client agrees to pay travel charges of 25 cents per kilometre for travel more than 20 Km from the Auckland Sky Tower.
- 3.7. The Client agrees to pay the cost of any additional material necessary for completion of any work BITT LIMITED is required to do for the Client. BITT LIMITED shall inform the Client of any requirement prior to the purchase of any materials.

4. PAYMENT

- 4.1. The standard payment terms for Goods supplied by BITT LIMITED is upon delivery.
- 4.2. The standard payment terms for Services supplied by BITT LIMITED or Work done for the Client is 10 days from the date of invoice. This is the due date.
- 4.3. In the event that the Client fails to pay an invoice by the due date, the Client agrees to pay 2.5% of the overdue amount per month in addition to the amount owed.
- 4.4. The Client agrees to abide by these payment terms unless a separate written agreement has been made with BITT LIMITED.
- 4.5. The Client accepts liability for any reasonable costs incurred by BITT LIMITED in the collection of any outstanding debt and specifically agrees to reimburse BITT LIMITED for any legal or debt collection costs incurred.
- 4.6. Payments may be made to BITT LIMITED, Kiwibank, 38-9006-0094512-00.

5. OWNERSHIP, LIABILITY AND TITLE

- 5.1. BITT LIMITED will retain the ownership and title to all Goods supplied to the Client until full payment has been received.
- 5.2. While every effort is made by BITT LIMITED to ensure the safety of Client data, BITT LIMITED accepts no responsibility for the loss of data or any expenses to the Client incurred as a result of such a loss.
- 5.3. In the event that it is shown that BITT LIMITED failed to take adequate care with Client equipment or data, liability

of BITT LIMITED shall be limited to the value of \$100,000.

- 5.4. BITT LIMITED accepts no liability for the performance of Goods and Services provided by any 3rd party.
- 5.5. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Goods and Services from BITT LIMITED for the purpose of a business in terms of section 2 and 43 of the Act.

6. WARRANTY AND FITNESS FOR PURPOSE

- 6.1. BITT LIMITED provides no guarantee of fitness for purpose of any Solution. The Client agrees that the specification provided to BITT LIMITED prior to the commencement of work shall be the only definition considered when determining fitness for purpose.
- 6.2. In the case of Goods with a Manufacturer Warranty, any rights under the Warranty will be transferred to the Client upon receipt of full payment for the Goods.

7. STANDARD OF SKILL, CARE AND DILIGENCE

- 7.1. BITT LIMITED shall perform all Work for the Client in accordance with accepted professional standards for skill, care and diligence subject to any financial, physical, time or other restraints imposed by the Client or resulting from the nature of the engagement.

8. ACCURACY OF SPECIFICATION

- 8.1. The Client agrees to provide BITT LIMITED with an accurate and unambiguous specification for all Work undertaken based on the Clients understanding of the needs of the business.
- 8.2. BITT LIMITED agrees to inform the Client at the earliest opportunity of any requirement for additional information or the need to resolve any errors, ambiguity or deficiency in the specification.

9. PRIVACY

- 9.1. BITT LIMITED respects your right to privacy and will not disclose any information about you to a third party without your prior written consent, unless we are compelled to by law.
- 9.2. BITT LIMITED aims at all times to implement and comply with Information Privacy Principles as stated in the Privacy Act 1993.
- 9.3. Unless compelled to by law, BITT LIMITED will not disclose any information concerning the security of your business systems, nor any information deemed commercially sensitive without your prior written consent.

10. COPYRIGHT AND INTELLECTUAL PROPERTY

- 10.1. The Client agrees that in all cases copyright of all source code and documentation supplied by BITT LIMITED will remain the property of BITT LIMITED and will not be distributed by the Client to any other party without the prior written consent of BITT LIMITED or its legal representative.
- 10.2. All Intellectual Property contained within a Solution will remain the property of BITT LIMITED without exclusion or exception.