

## TERMS AND CONDITIONS OF TRADE

### 1. DEFINITIONS AND PARTIES

- 1.1 "Paragon Computers" means Paragon Computers Limited and any person or entity acting on behalf of Paragon Computers or with permission of Paragon Computers
- 1.2 "Client" means the client and any person acting on behalf of the client or with permission or authority of the client as detailed on any provided quote or estimation by Paragon Computers
- 1.3 "Services" means any services provided by Paragon Computers to the client and includes any consultancy, recommendations, advice and/or services provided
- 1.4 "Price" means the price payable for services as agreed at the time of quotation or estimation

### 2. SERVICES

- 2.1 The services provided by Paragon Computers to the client will be detailed in the relevant quotation or estimate document provided by Paragon Computers and approved by the client
- 2.2 Where Paragon Computers provides services, it will ensure that those services are carried out by competent professionals in accordance with appropriate standards
- 2.3 Paragon Computers endeavours to provide the highest level of professional advice. However, it is not always possible to guarantee the results of advice that is directed from a third party, even when introduced by Paragon Computers. The results of recommendations and/or advice given by Paragon Computers or 3rd parties may be outside of Paragon Computers' direct control. Consequently, Paragon Computers will not be liable for any consequences except those consequences arising from direct and proven negligence of Paragon Computers
- 2.4 Paragon Computers requires all client data has at least one recent suitable backup prior to performing any migration work

### 3. PRICING AND PAYMENTS

- 3.1 Pricing is to be dictated at the time of quotation for services. This may be on a fixed price OR time and materials basis with an agreed hourly rate
- 3.2 Quotations are valid for 14 days from the date given on the document
- 3.3 Unless stated otherwise all quotes are exclusive of GST with GST to be added at the time of invoicing
- 3.4 Travel time may be charged where appropriate. This will be charged at 50% of the standard current hourly rate of the travelling Paragon Computers representative
- 3.5 Work will not commence until the Client gives written approval of a quote or estimate. Work may begin upon verbal acceptance, but will require follow up with email confirmation. Written confirmations are not required for ad-hoc support engagements
- 3.6 Some work packages may require a deposit before work commences, the client will be notified of this during the quoting stage
- 3.7 Work requested during a project that is outside scoped or quoted work will be completed on a time and materials basis at the standard chargeable rate for the client. This will be invoiced separately to the project
- 3.8 Paragon Computers will notify the client of any variation to quoted or scoped work in writing. Written acknowledgement via email will be taken as acceptance of a variation
- 3.9 Where a variation is required project work may stop until the variation is accepted or a suitable agreement can be arranged

### 4. PAYMENT TERMS

- 4.1 Invoicing will be completed end of month; payment is required no later than the 20<sup>th</sup> day of the following month of the invoice date

- 4.2 Fixed price work packages may be progress billed, this will mean work completed to date will be invoiced at the end of each month and standard payment terms apply to these invoices
- 4.3 Payment is to be made to the nominated bank account as stated on the invoice
- 4.4 Where hardware procurement has occurred, this will be invoiced to the client at time of delivery to Paragon Computers, NOT at time of installation
- 4.5 Ownership of all hardware and services remains with Paragon Computers until full payment has been completed
- 4.6 The client is responsible for all delivery costs

## 5. DEFAULT AND NON-PAYMENT

- 5.1 If the client defaults in payment of any invoice due the client shall pay any cost incurred in the pursual of the debt. This includes but is not limited to any legal costs and or collection agency costs
- 5.2 Invoices more than 30 calendar days overdue will incur interest at a rate of 2.5% per calendar month until the date the payment is received
- 5.3 For 3<sup>rd</sup> party subscription services, Paragon Computers reserves the right to place a hold or cancel any services where payment is more overdue than 28 days past invoice date. These restrictions are often passed from the third-party suppliers and are not within control of Paragon Computers. Clear notification as to services that have such limitations applied will be provided
- 5.4 Paragon Computers reserves the right to cancel any provided services or subscriptions more than 30 days overdue. This may include (but not limited to) services such as Office 365, online backups, antivirus and telephony systems
- 5.5 Paragon Computers is not liable for any loss or damage resulting from any action taken including temporary hold or termination of services or subscriptions due to non-payment of invoice. This includes, but is not limited to, loss of data or loss of business profits

## 6. RIGHT OF CANCELLATION

- 6.1 Paragon Computers may cancel any contract to which these terms apply by giving 30 days written notice to the client
- 6.2 The client may cancel any contract to which these terms apply by providing 30 days written notice to Paragon Computers. In this instance the client is then wholly responsible for the migration of any ongoing services from Paragon Computers to a new provider. Paragon Computers is not responsible for any loss incurred as a result of any such migration being incomplete

## 7. INTELLECTUAL PROPERTY AND PRIVACY

- 7.1 The client agrees not to distribute or sell any works designed, drafted or supplied by Paragon Computers without written consent of Paragon Computers
- 7.2 Paragon Computers agrees not to copy, publish or distribute any client information without written consent of the client
- 7.3 Paragon Computers agrees to only hold pertinent information about the client. The client has the right to view and /or request deletion of this information

## 8. GENERAL

- 8.1 If any part of these Terms of Trade are deemed to be invalid, void, illegal, or unenforceable the existence, validity, legality and enforceability of the remaining provisions still stands
- 8.2 These Terms of Trade and their provisions are governed by New Zealand law and are subject to the jurisdiction of the courts of New Zealand
- 8.3 Paragon Computers will not be held liable for any loss and/or expense, including loss of profit, suffered by the client arising out of a breach of these Terms of Trade
- 8.4 Paragon Computers reserves the right to subcontract all or part of work packages without notice to the client
- 8.5 Where goods are purchased for business purposes provisions under the Consumer Guarantees Act 1993 do not apply

## 9. DISPUTES RESOLUTION

- 9.1 Disputes must first be raised by the client in writing to Paragon Computers
- 9.2 Paragon Computers reserves first right to remedy any dispute before further action is taken

## 10. ACCEPTANCE OF TERMS OF TRADE

- 10.1 Any engagement of Paragon Computers services is deemed as an acceptance of these Terms of Trade
- 10.2 Paragon Computers reserves the right to change these Terms of Trade with written notification to the client. This change will take effect from the date of written notification

## 11. SIGNED AND ACCEPTED ON BEHALF BY:

<b>Signature</b>	
<b>Full Name</b>	
<b>Title</b>	
<b>Company Name</b>	
<b>Date</b>	