



**Terms and Conditions
of
Trading**



General	3
Definitions:	3
Introduction	3
Conduct	3
Confidentiality	3
Intellectual Property	4
Quotes, Pricing & Orders.....	4
Supply	4
Ownership.....	4
Delivery	5
Receipt & Use of Products	5
Warranty & Returns	5
Software – End User License Agreements [EULA]	6
Provision of Services	6
Automated Ordering	6
Service Level Statements.....	6
Acceptable Use Policies	7
Alterations to Existing Services	7
Cancellation	7
Scope and Specification of Work.....	7
Ongoing Services	7
Billing.....	8
Products.....	8
Standard Services	8
Bespoke Services	8
Payment	8
Payment Methods.....	8
Normal Transactions	8
Credit Facilities	8
Credit Facility Transactions	8
Severability.....	9
Governing Law	9

General

Definitions:

- o We refer to Quadrix Energy Ltd, throughout this document variously as "We" or "Our".
- o We refer to you, the customer or client, throughout this document as "You" or "Your".
- o We refer to both parties as "both of us".
- o When this document refers to "days" it means working days
- o Working days do not include weekend days or public holidays
- o When we refer to weeks or months it means calendar weeks or calendar months respectively.
- o When we refer to "this document" it means "These Terms and Conditions"
- o The normal conventions of English capitalisation and grammar apply to these definitions throughout the document. For example we may refer to "your order" or "our invoice".

Introduction

These Terms & Conditions:

- (i) Form the principles under which Quadrix Energy Ltd conducts business with its clients.
- (ii) Are available from us on request and
- (iii) Are published on our web site at <http://www.quadrixenergy.co.nz/14.html> and
- (iv) Downloadable from our web site at <http://www.quadrixenergy.co.nz/Terms&ConditionsV1.05.pdf>

We shall trade with you on the understanding that both of us shall abide by the latest revision of this document prevailing on the day that your order is accepted or at your choice any later revision of this document. If you choose to use a later revision of this document then you shall be bound by all the conditions prevailing in that later revision.

There are a number of provisions herein that in certain circumstances relate to the publication of confidential information and it is your responsibility to ensure that you have read and understood this document.

Conduct

- o We expect to conduct business with you in a professional manner, and
- o We believe that maintaining a good relationship with you is one of our highest priorities.
- o Both of us shall act in good faith at all times when dealing with each other.

Confidentiality

We shall both keep details of our business confidential, with the following exceptions:

- o Either of us may refer to the existence of our commercial relationship with the other unless we have both previously agreed not to in writing.
- o This referral is limited to statements of the existence of this commercial relationship and may include the use of any generally available logos and trademarks (with acknowledgements) and links to web sites.
- o We reserve the right to draw public attention to the result of any legal action we may take against you.
- o Where appropriate, we may agree to the terms of an additional Confidentiality Agreement (also known as a Non-Disclosure Agreement). These Terms and Conditions shall take precedence over any additional agreement with regard to the specific prior terms in this section.

Intellectual Property

Unless otherwise agreed:

- We retain all rights with regard to the ownership of copyrights, trademarks and all other intellectual property rights to the results of any work that we carry out for you.
- For work that involves extending or enhancing existing intellectual property that we do not own, we shall retain intellectual property rights to our extensions and enhancements.
- All work is on a non-exclusive basis.
- We may choose to re-use or publish anything we have developed.

Quotes, Pricing & Orders

- All quotes are valid for one week from the date of issue.
- All prices that we quote are in New Zealand Dollars (NZD) and are exclusive of shipping & handling or GST. These shall be invoiced at the prevailing rates on the date of invoicing.
- We reserve the right to change the pricing of services at any time. You shall be charged for ongoing existing services at the original rate until the end of the current term for that service.
- We reserve the right to refuse orders without giving any reasons.
- All orders must be in writing and accompanied by any additional instructions that you require us to follow. We cannot be responsible for ensuring that your own processes and procedures are adhered to unless you clearly state what those are at time of each order.
- Only after we have confirmed in writing the acceptance of your order should you consider us to have agreed to any additional instructions you may have specified.
- Automated orders and replies are considered to be in writing unless otherwise stated

Supply

Goods are supplied at the request of the purchaser. With every product warranties are given and accepted by the purchaser. This is in lieu of all other liabilities or warranties on the part of the manufacturer or supplier of the product. Any other warranty, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed

In no event shall the company or it's suppliers be liable for any direct, indirect, incidental, special, exemplary, or consequential damages, including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption, however caused and on any theory of liability, whether in contract, strict liability, or tort whether through negligence or otherwise arising in any way out of the use of any product so purchased, even if advised of the possibility of such damages.

Ownership

All items remain our property until paid for in full.

- If it becomes necessary to recover items supplied but not paid for, you shall become liable for:
 - The cost of this recovery, legal and otherwise and
 - All costs incurred restoring those items to saleable condition or
 - Where they cannot be restored, the entire cost of those items.

Delivery

- Small items shall be shipped via NZ Post.
- Low-value (under \$25.00) items shall be shipped by unregistered post.
- Higher value small items shall be shipped by Recorded Delivery.
- Shipments shall be via our chosen carrier.
- Shipping of confidential or critical components shall be by a more secure method than ordinary post.
- In stock items typically ship within one day from acceptance of order.
- Items not available at the time you order are placed on back-order from our suppliers.
- You have the right to cancel items on backorder.
- We are not liable for any loss arising from our failure to deliver items by a required date.
- You have the right to make your own arrangements for collection.
- If we choose to ship an order to you in multiple parts you shall only be charged for one delivery.
- If you choose to have us ship your order in multiple parts then you shall bear the cost of each delivery.
- Where a single delivery is not possible by nature of its physical size you shall be liable for each delivery
- We reserve the right to hold items until they can be shipped to you as a complete order.

Receipt & Use of Products

We insure items against loss or damage during delivery.

- Our insurance covers our costs, not yours.
- You may choose to insure your order.
- You must advise us:
 - If orders are not received within 5 days following postage so that we can investigate.
 - Of any damage or shortages at time of receipt, in writing within 5 days of receipt.
- You are liable for any loss or damage to items that occur after you have received them.
- Every item supplied must be operated according to the manufacturer's specifications.
- We do not accept liability for any failure or malfunction arising from accident; neglect, misuse or damage of any kind while the item is under your care.

Warranty & Returns

Warranties are clearly stated with each item we sell.

- Items used in business are exempt from the provisions of the Consumer Guarantees Act 1993.
- Items used in domestic situations may be returned for refund, repair or exchange, at our sole option, in accordance with New Zealand Law.
- It is your responsibility to ensure that you have made adequate provision for the long-term maintenance.
- When returning items you must obtain a Returned Materials Authorisation ("RMA") number from us.
- We shall not unduly delay issuing an RMA number for any reason.
- Goods must be inspected at the time of delivery. Where an item has been damaged in transit:
 - You must contact us to arrange for the insurer's assessor to inspect the damage and
 - Contact your carrier to arrange return, repair or replacement as the case may be.
- You are responsible for the costs of carriage of any items back to us for maintenance, unless otherwise previously agreed in writing.
- You shall be responsible for the care of these items until your chosen carrier delivers them to us.
- Returned items are subject to a 15% restocking fee if:

- Items are no longer required by you and you have notified us within one week of delivery or
- No fault can be found with returned items
- Returned items will only be accepted for restocking if they are complete and suitable for resale in the original packaging.

Software – End User License Agreements [EULA]

You must ensure that EULA for software meets your needs

- Subject to the EULA, software purchases may be returned within a maximum of one month for a refund.
- No refund can exceed the original purchase price.

Provision of Services

We provide automatically renewable standard services on a monthly or annual basis.

- You alone are responsible to the appropriate authorities for your use of a standard service.
- We reserve the right to refuse to accept an order or to renew a standard service without reason.
- We reserve the right to cease without notice the provision of a standard service for any reason.

Automated Ordering

We may provide you with automated facilities for managing services that you receive from us.

- You shall be liable for the costs of all services ordered, cancelled or altered using these facilities.
- You are responsible for the security of your passwords
- Passwords must be changed at least monthly using the tools provided or on request.
- Secure encrypted technologies may be used in the future; user guide will be published separately.
- If your account is compromised by the disclosure of your password.
 - (i) You shall be liable for all costs incurred by the unauthorised use of your account until you have informed us by a reliable means.
 - (ii) Your further liability shall cease once we have received your notification and
 - (iii) We shall disable your access to the automated ordering system as soon as practical and
 - (iv) Review with you your security.

Service Level Statements

We may publish from time to time a set of Service Level Statements for any services that we offer. An SLS shall specify the details of functionality and standards of service that we shall provide to you.

Our liability for failing to meet the conditions in an SLS is limited to any amount that we have invoiced you for the service within the period referred to in the SLS.

We shall not be liable for any direct, indirect or consequential loss that you may suffer as a result of a failure to deliver a service except as provided for in a published SLS or agreed in writing by a director of Quadrix Energy Ltd. In the event of no SLS being published for a specific service, our liability shall be nil.

You may choose to use any revision of an SLS published within the period of service you have taken. Each order for a service, however placed, shall be subject to the SLS published for that service on that date or later, and not the SLS published at the time of any earlier order by you for a similar service.

Acceptable Use Policies

You must adhere to the conditions detailed in the appropriate AUP for any of the services you are using.

- o Where no AUP is available, you must ensure that you operate within legally acceptable bounds.

Alterations to Existing Services

At your request we shall alter your existing service during its current term, at the rate published on our Price List on that date, provided that doing so does not cause a loss of revenue to Quadrix Energy Ltd.

Cancellation

You must notify us of your intention to cancel a service at least ten days prior to the end of that service.

- o Your service shall be cancelled not later than two weeks after receipt of your notice.
- o A cancellation charge applies to contracts that are cancelled before fulfillment.
- o Cancellation charges shall be calculated as the outstanding charges for the contract.
- o We reserve the right to waive any cancellation charges solely at our discretion.
- o You are liable all cancellation costs incurred as a result of your choosing to alter the terms of your service.

Scope and Specification of Work

Before we proceed with any work for you, it is necessary that we jointly agree on the general scope and boundaries of work that we shall be expected to undertake for you.

Following agreement regarding the overall scope of the work required; we will establish a specification and produce a proposal that details your existing situation and our suggested course of action.

We reserve the right to charge for the work involved in preparing this specification at our prevailing rate for Consultancy Services published on our Price List whether or not you choose to commission us to carry out the work we have proposed.

We are not responsible for errors or omissions that occur as a result of not being provided with complete and timely information from you. We expect you to supply information regarding anything that may affect the work we are doing as soon as it is available to you.

Ongoing Services

- o Where we have agreed to provide you with ongoing services, we may not issue a formal quote for each activity that you request us to perform. In this case you shall be billed on a time and materials basis at a rate we have both previously agreed or otherwise at the prevailing rate according to our Price List.
- o We may ask you to confirm each of your requirements in writing until we are satisfied that we have an understanding of your ongoing needs and how your organisation operates.
- o We shall generally take instructions from you by any of the following methods:
 - o Electronic Mail, Facsimile, Telephone, Written Request
 - o We may ask you to confirm complex or costly requirements in writing for our joint protection.

Billing

Products

We shall normally issue an invoice for any items that have been dispatched on the day of dispatch. If you require an invoice in advance of delivery to enable payment to be processed please inform us.

Standard Services

All standard services are invoiced quarterly in advance and our payment terms apply from the date of invoice.

Bespoke Services

- We keep records of the amount and type of work that we have carried out for you and bill you at the beginning of each month for the previous months work.
- You shall receive a monthly summary of this work detailed on a day-by-day basis
- Detailed reports attract an administration charge.

Payment

Payment Methods

We are able to accept the following methods of payment for any products or services provided:

- Company or personal cheque, made payable to "Quadrix Energy Ltd"
- Direct deposits to our bank account

We do not accept credit card payments at this time.

Normal Transactions

If you do not have an existing credit agreement with us then payment in full is required with any order.

Credit Facilities

We may choose to provide you with a credit facility.

- We shall inform you in writing of the details of this facility and any additional conditions not detailed herein.
- We reserve the right to terminate this facility without prior notice and without reason at any time.
 - Payment terms for outstanding delivered products and services shall not be affected
 - Any undelivered products or services shall be subject to our normal terms applying at that time.

Credit Facility Transactions

Our standard payment terms for credit accounts are payment in full strictly one month from date of invoice.

- Failure to pay on time shall result in immediate withdrawal of goods and services supplies and
- Legal action shall immediately be taken to recover debts and/or items; not paid for in full.
- Interest is charged on outstanding debts at the Reserve Bank of New Zealand "repo" rate plus 9.5% P/A.
- Interest is calculated on a weekly basis from the first date overdue.
- We shall charge you \$10 for each telephone call or letter used to pursue outstanding debts.
- You shall be liable for all costs incurred recovering outstanding debts.



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Severability

Any provision of these Terms and Conditions deemed unenforceable or invalid by a New Zealand Court shall not render these Terms and Conditions unenforceable or invalid as a whole, and in the event of such a finding, the unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of the provision within the limits of applicable law or applicable New Zealand court decisions. In any case, the maximum effect shall be the deletion of the unenforceable or invalid provision in part or in whole, as the case may be and the remainder of these Terms and Conditions shall stand.

Governing Law

These Terms and Conditions are subject to the laws of New Zealand

- o Both parties agree to submit to the non-exclusive jurisdiction of the New Zealand courts.