

Signals NZ Limited Terms of Trade

Terms and Conditions

Our quotations are valid for 21 days from date of writing.

Agreement

These terms apply whenever we provide services to our clients. The terms *service* and *services* cover all goods and services that we provide and projects undertaken. We have used *we* for Signals NZ Ltd and *you* for the client, company or company representative. Both companies agree that these terms apply whenever we agree to do anything for you.

Term

This agreement shall remain in force until the completion of the project unless earlier terminated.

Our General Standards

We want to make it easy for you to do business with us. We are committed to

- Providing a high level of responsive service to you
- Putting you in touch with the right person to answer your enquiries
- Responding to your needs quickly and efficiently
- Resolving any problems as soon as possible

Our Responsibilities To You

Whenever we provide services to you, we will

- Commence the project only with acceptance and signing of these Terms of Trade, unless otherwise stated a 25% deposit is required before commencement of projects. The final 75% upon completion of the project unless otherwise stated.
- Provide the services with care and skill
- Make sure the services we provide perform in the manner we have stated or as you have asked us to provide (so long as you tell us before we agree to provide the services)
- Carry out all services to complete the project in the proposed timeframe and budget (All variations must be agreed to and signed off by all parties concerned)
- Endeavour to provide a professional, responsive service and act on your behalf as and when required, to the best of our abilities
- Advise you on any requirements you may have. If these are outside of our expertise we will find someone who can advise you
- Make good any errors, omissions or faults made by Signals NZ Ltd, that have been notified by you in writing, promptly

Your Responsibilities To Us

Wherever we provide services for you, it is your responsibility to

- Respond within 7 days, in writing of any problems, omissions or errors with the product or service, or the project will be deemed acceptable
- Follow our directions and recommendations about the use of our products and services
- Make sure all information you provide us is correct and complete before commencing
- Deliver all essential information within 7 days of request. If you fail to provide information essential within this timeframe, the priority of the job will need renegotiating
- Inform us if you have any queries regarding our services
- Pay all of our accounts within the required time frame of 7 days of invoice unless otherwise stated
- Contact us if there is a problem regarding our products or services so that the issue can be discussed and rectified
- Allow us to act on your behalf as and when required
- Provide us with a single point of contact within your organisation

Our Fees

You agree to pay for the services we provide for you. Our payment terms are

- Payment within 7 days of the invoice, unless a prior arrangement has been agreed
- Overdue accounts will be issued a statement with a 2% penalty every 14 days
- All prices quoted exclude GST

Projects

Before we commence any development project with your organisation we will create an Action Plan. This document will provide the creative brief, technical scope and logistical details for your project. If we undertake at your request, services that are not included in this document, then those services shall be charged in addition to any written estimate, with the charge based upon our normal charges for the provision of those services, together with additional costs or expenses incurred by us in the provision of those services. We will bill you in stages throughout a project. Payment is due at the completion of each stage. If payment is not received at the completion of a stage we will reserve the right to suspend that project until payment is received. Stages are normally specified in our written estimate. If stages have not been specified we will bill you at the completion of the project.

Costs for Special Projects: Projects that require specialised product to be purchased for project, will be subject to a deposit of 50% of the cost of the product for project costs under \$10,000.00; for project equipment over \$10,000.00 a deposit of 75% will be required. An invoice will be generated on completion and signing of the terms and conditions of trade.

Expiry of Proposal Documents

Unless otherwise stated all documents expire after 30 days. After that period we may need to re-cost some development or time estimates.

Suspension of Services

If you do not pay our accounts or meet any responsibilities you have with us, we may suspend or restrict any service at any time.

Neither party shall be liable for failure to perform its obligations if the failure results from force majeure, act of God, fire, explosion, industrial dispute, act of government such as a change in legislation, regulation, or order made under legislative authority, or anything beyond the party's control.

Your Right to Give Up Any Service

You may give up any service simply by telling us in writing. Where you have agreed to take the service for a period of time or the service is part of a project, charges for the service will continue until the end of the period or project.

Third Party Organisations

We will ensure that any third party organisations that provide services to you are briefed on your requirements before they enter your premises.

Third party organisations that we work with will receive a copy of our terms. It is the third party organisations responsibility to provide you with their standard business terms and conditions.

Using Information About You

We will respect the Privacy Act and ensure that we abide by the conditions of it. We will only release information regarding your business to other parties when it specifically relates to a service you have asked us to provide. We will always obtain your prior consent to any such procedures.

Limitation of Liability and Indemnity

Signals NZ Ltd limits liability of any project to the cost of product and service incurred by the client to the maximum value of the cost of the initial project agreed to in the terms and conditions by Signals NZ Ltd and the client in respect of which such liability may arise.

- As allowed by law, the Client indemnifies Signals NZ Ltd against any loss or liability incurred by Signals NZ Ltd arising out of the Client's breach of these Terms of Trade; or
- in respect of injury to persons or damage to property caused or attributable by the Client; or
- due to an act, omission or default by the Client.

Dispute Resolution

Any dispute arising out of this agreement shall be settled by arbitration in accordance with the procedures set out in the Arbitration Act 1996.

Signals NZ Ltd Rates

Projects are quoted for, however any work required outside of the quoted project will be negotiated and quoted separately, verbally or in writing and agreed to by both parties before such works are undertaken.