



Computer and Technology Support Centre

**Macro Limited**  
134 Dickens Street  
P O Box 7463  
NAPIER

## TERMS OF TRADE

The terms of trade set out below govern all of the suppliers of Products from Macro Limited ("Macro", "we", "us") to the Customer ("you"). They will replace all earlier Macro terms of trade and any conditions contained in any document used by you and purporting to have contractual effect. Your acceptance of any Products or Performance indicates your acceptance of these terms of trade.

### Price and Orders

Prices may be subject to change without notice due to external influences beyond our control.

Macro reserves the right to refuse to accept any order or any part of an order and to deliver goods by instalments, in which case each instalment will comprise a separate contract and shall be paid for as if it were a separate order.

### Risk and Delivery

You are responsible for insurance and risk in the Products from the time they are received by a carrier for delivery to you or collection by you or your agent. You agree to pay all delivery costs.

All claims for shortage or damage during delivery must be made to the carrier within 7 days of the date of delivery. Where goods appear to be damaged or missing you must contact the carrier and us immediately.

We will make every effort to ensure delivery of Products, or performance of services, is on time, but will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance. Delay in delivery or performance does not entitle you to cancel any order.

Unless otherwise stated in writing, all Products will be box shipped and it is your responsibility to assemble, configure and install them.

Where you ask us to deliver goods directly to another person, that person takes possession of the goods for you as your agent, but you are still directly responsible to us under these terms of trade.

### Payment

Unless we have agreed to extend credit to you, you must pay by cash, cheque or by direct credit to our bank before supply.

Where we have agreed in writing to extend credit to you, you must pay in full within 7 days of supply, or (only if we have agreed in writing) by the 20th of the month following dispatch of an invoice. Your payment is made only when funds have fully cleared through the banking system into our bank account.

We have sole discretion to determine the amount of credit we will extend to you at any time.

You agree to pay for the Products in full without deduction or setoff and to pay goods and services tax and any other government duties, levies or taxes in respect of the Products.

If payment is not made in full by the due date, we may charge a late payment fee of \$15.00 and/or interest on the unpaid overdue balance at the rate of 2.5% per calendar month compounding on the unpaid balance owing on the first day of each month until payment in full has been received by us, and we may charge you costs (including collection costs and legal costs on a solicitor-client basis) and suspend delivery on further Products or performance of further services until the account is paid.

### Privacy Act 1993

You authorises us to:

- (a) collect, retain and use any information about you, for the purpose of assessing your creditworthiness or marketing products and services to you; and
- (b) disclose information about you, whether collected by us from you directly or obtained by us from any other source, to any credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by you.

Where you are an individual the authorities above are authorities or consents for the purpose of the Privacy Act 1993.

You shall have the right to request a copy of the information about you retained by us and the right to request us to correct any incorrect information held by us about you.

### Ownership and Possession

All goods remain the property of Macro Limited until full payment has been received.

Macro or its agent may without notice enter any premises under your control to remove any Products which are the property of Macro, whether or not those Products are installed in or attached to any goods, using such force as is necessary, and without prejudice to any other of Macro's rights. You indemnify Macro against all costs and claims in respect of its exercise of rights under this clause.

### Returns

You acknowledge and agree that returns shall only be accepted by us in accordance with our returns policy as notified to you from time to time, and that you may receive a credit for goods returned only if we have consented in writing.

### Warranty

Goods are subject to the manufacturers' warranties only. We will pass on the benefit of those warranties to you, without being directly liable to you under any warranty.

In the event that Macro Limited is not an authorised warranty service provider or not qualified to comment on the eligibility of the goods to be covered under the manufacturer's warranty, our staff will forward the equipment to the nearest authorised service centre on your behalf for review. Costs relating to the inspection, including freight and handling to and from the authorised service centre will be the responsibility of the customer and a deposit will be required to cover the costs. Reimbursement of these costs may be provided after the manufacturer has accepted liability for the repair.

Where the equipment is found not to be covered by the manufacturer's warranty, a quotation for repairs will be requested and when approval has been given by the customer, we will authorise these repairs on your behalf. All costs associated with these non-warranty repairs will be the responsibility of the customer.

Any warranty may be voided by damage to or misuse of the system, problems caused by the use or misuse of software, power surge, negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorised repairs, modifications or the addition of incompatible hardware.

### **Obligations to Suppliers**

We may impose certain conditions on you from time to time where our Suppliers require us to do so.

### **Backups**

You acknowledge that you are responsible for the maintenance of adequate backups of all programs and data.

You acknowledge that failure to maintain adequate backups may result in data loss in the event of computer failure, power loss or human error.

You acknowledge that you are responsible for validation of the data contained on the backup media from time to time.

Macro will not be liable to you for any losses caused thru the inability to restore or recover data from any backup device or media.

### **Data Recovery**

Macro shall not be liable for any claims regarding the physical functioning of equipment/media or the condition or existence of data on the storage media before, during or after service.

You acknowledge that you are aware of the inherent risks of loss involved in data recovery, including without limitation, risks due to destruction or damage to the media or data and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of Macro, and assumes any and all known risks of loss that may result.

You acknowledge that any "continued use" or the use of utilities or attempts of "self repair" prior to arrival at Macro may have caused damage to data which may affect the usability of recovered files.

You acknowledge that you are liable for giving correct and complete information to Macro and that any omission or failure to disclose relative information may result in our inability to perform a successful recovery.

Macro agrees not to disclose any and all information or data files supplied with, stored on, or recovered from client equipment except to employees or agents of Macro subject to confidentiality agreements or as required by law.

### **Limitation of Liability**

Where the goods are purchased for business use or with the intent to resell, the provisions of the Consumers Guarantees Act shall not apply to any supply of Products to you, and the conditions, warranties and guarantees set out in the Sales of Goods Act 1908 or implied by common law will not apply and are excluded from these terms of trade

Macro's maximum liability to you shall be limited to the value of any products or services supplied, and Macro and its employees, contractors and agents will not be liable to you for loss or damage of any kind however that loss or damage is caused or arises. This exclusion of liability includes, but is not limited to, costs (including cost of returning products to Macro or any manufacturer or licensor), consequential loss, loss of profits and damage caused by or arising from delays in manufacturing or delivery, faulty or delayed installation, unreasonable use, negligence (including a failure to do something which should have been done or prevent something from happening), faulty specifications and design, and faulty materials, components, manufacture, compilation, or assembly of the product.

We will not be liable to you for any losses caused by events beyond our reasonable control. We will not be required to settle a strike or lockout or other industrial disturbance against our wishes in order to benefit from this clause.

### **Disposal of Uncollected Goods**

1 This clause applies if the Customer fails to collect the Product after completion of the Services if the Customer was supposed to do so. In those circumstances, the Customer agrees that Macro may dispose the Product in accordance with this clause.

2 One month after the date of repair being completed, Macro will send a written reminder to the Customer at the Customer's address last notified to Macro by the customer. Macro will repeat this procedure two months after the date of repair being completed if the Customer does not collect the Product or instruct Macro to send the Product to the customer before then. It is the Customer's responsibility to keep Macro informed of any changes to the Customer's address.

3 If after three (3) months from the date of repair being completed the Customer has not collected the Product or requested Macro to send the Product to the Customer, Macro may dispose of the Product by such means as it considers appropriate, including (but not limited to) private sale, auction, gift or destruction. Macro will apply the proceeds of any sale of the Product in the following sequence until the proceeds are exhausted:

- (a) To pay any amount owed by the Customer in relation to the Services
- (b) To pay any unpaid fees of the kind referred to in the clause 3
- (c) To pay any other amounts owed by the Customer to Macro
- (d) As a donation to a charity of Macro's choosing

4 If the proceeds of sale of the Product are insufficient to cover the amounts referred to in the paragraphs 4 (a)-(c) above, Macro reserves the right to recover the shortfall from the Customer.

### **Intellectual Property**

All intellectual property shall remain the property of Macro or any Supplier entitles to it, and neither Macro nor its Suppliers transfer any rights, title or interest in the intellectual property to you.

### **General**

Macro reserves the right to change these terms of trade from time to time.

If Macro fails to enforce any terms or to exercise its rights under these terms of trade at any time, Macro has not waived those rights.

If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade.

This agreement is governed by the laws of New Zealand and any disputes under it shall be subject to the exclusive jurisdiction of the Courts of New Zealand.