

SIGNS OF SUCCESS LTD

TERMS AND CONDITIONS

INTRODUCTION

These Terms and Conditions apply to all Goods and Services from time to time provided by Signs of Success Ltd to the purchaser of those goods and services ("The Customer").

Agreement by The Customer for Signs of Success Ltd to undertake work is considered agreement to the following terms and conditions.

CHARGES

Quoted prices are based on the nature of the problem as relayed to Signs of Success Ltd by The Customer and as assessed by Signs of Success Ltd during the initial consultation. All prices quoted are excluding GST unless otherwise stated.

Quotations are only for work according to original instructions. If through The Customer's error or omission work has to be re-done or alterations or additions to original specifications are required by The Customer, such extra work involved may carry an additional charge. Signs of Success Ltd will contact and discuss with The Customer any additional work which may be required before proceeding with further repair work.

A call out charge may apply where work is required to be done on The Customer's premises or where pickup or drop off of a computer at The Customer's premises is requested.

TERMS OF PAYMENTS

Standard Terms of Payment are that payment is due on completion of the work undertaken at pick up or delivery of the goods.

Payment will be made by cash, cheque, or by any other method as agreed to between Signs of Success Ltd and The Customer.

At Signs of Success Ltd's sole discretion payment may be by direct credit due within 7 days following the date of the invoice. If no time is stated then payment shall be due within 7 days.

In the event of payment not being received by the end of said term, an administration fee of \$15 may be charged. Interest at current ruling bank rates may be charged by the seller on the overdue balance from the first day of the month following the due date for payment. The charging of interest does not imply the granting of any extension of the credit terms above.

The Customer will in addition be liable to pay all expenses and costs (including legal costs as between solicitor and Buyer) in relation to recovery of any overdue amount, or of any remedy sought by Signs of Success Ltd whether or not such action is successful. Late payment interest will accrue after as well as before any judgement.

In the event that The Customer's payment is dishonoured for any reason The Customer shall be liable for any dishonour fees incurred by Signs of Success Ltd.

LEGAL RIGHT: The Customer is the legal owner or authorised representative of the legal owner of the property and all data contained therein serviced by Signs of Success Ltd.

AUTHORISATION: The Customer authorises Signs of Success Ltd to conduct an evaluation of the computer fault to determine the nature of the fault. The client authorises Signs of Success Ltd, its employees and agents to receive then transport this media/equipment/data to, from & between their facilities.

DATA

Data in this case means The Customer's personal or business documents, photographs, videos, music, databases, spreadsheets etc.

The Customer assumes all risk of data loss from any and all causes or in any way related to or resulting from the repair or service of computer hardware, software or other equipment by Signs of Success Ltd.

Signs of Success Ltd will make every attempt to back up your data and safeguard it, and to recover it if required, however Signs of Success Ltd accepts no responsibility for any loss of, or inability to get to, any data on your computer or hard drive. If you have not backed up your data recently, tell us and we will take extra steps to try to ensure your data is protected. In the event of a backup failing Signs of Success Ltd will endeavour to provide you with a secondary solution.

The Customer hereby indemnifies Signs of Success Ltd from any claim or liability related to data loss for any reason whatsoever.

SOFTWARE AND PROGRAMS

This means those programs you have put onto your computer, or that came already loaded onto it, such as Microsoft Office, iTunes, Firefox, antivirus packages, games etc.

Signs of Success Ltd agrees to take all reasonable measures to protect The Customer's computer systems from computer Viruses, Spyware, Trojans, Adware etc. The Customer assumes all risk of computer Viruses, Spyware, Trojans, Adware, etc. and will not hold Signs of Success Ltd responsible.

During the process of repairing your computer, particularly when dealing slow running computers and/or removing virus infections, it may be necessary to re-install or restore the windows system, or to remove other software from the computer. Signs of Success Ltd will discuss this with you before we proceed. The result of this will be that some software may need to be re-installed. While Signs of Success Ltd may attempt to do this for you, it is The Customer's responsibility to make the install disks and licence keys available, or to re-install the programs themselves.

Some packages such as Microsoft Office have a limit to the number of times they can be installed, and a re-installation because of a Windows rebuild etc may take this count over that limit. The Customer is responsible for negotiating with the vendor for a new licence key or to purchase a new key as required. Signs of Success Ltd accepts no responsibility for inability to restore an operating system or any other software due to unavailability of a valid license or incorrect or unavailable software install disks. Signs of Success Ltd will not knowingly load illegal or pirated versions of software and cannot be obligated to provide a viable solution if the client does not provide copies of licensed software.

The Customer hereby indemnifies Signs of Success Ltd from any claim or liability related to loss of software for any reason whatsoever.

HARDWARE

Occasionally a fault will present itself as intermittent or in a way that affects the performance of the computer, and often this is a sign that a component is failing, such as a motherboard or hard disc drive. While Signs of Success will endeavour to repair such faults attempts to repair this can cause the fault to become permanent. In such instance if The Customer so wishes Signs of Success will endeavour to find and fit a replacement component. The cost of any replacement will be an additional charge to The Customer.

The Customer accepts that permanent failure of faulty hardware is part of the risk when repairing computers and manufacturers may no longer stock required replacement hardware or software.

The Customer indemnifies Signs of Success Ltd from any claim or liability related to permanent failure of a component.

CONFIDENTIALITY and PRIVACY

Data backed up from your computer, may remain on the backup drive at Signs of Success Ltd for one or two weeks, in case it is needed again as a result of the re-occurrence of a fault etc. Due to space restrictions, it will be deleted from these drives after that time.

Your data will be kept secure during that time, usually in an encrypted form and Signs of Success Ltd agrees to keep confidential all information that we obtain from you in providing the service and will not use that information for any reason other than as necessary for providing the service.

This obligation will not apply to information that is in the public domain or that is known to us or obtained by us without breaching any obligation to you or that we are required to disclose by law.

CONSUMER GUARANTEES ACT 1993

If The Customer is acquiring Goods for the purposes of a trade or business, The Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Signs of Success Ltd to the Buyer

PRIVACY ACT 1993

In relation to the Privacy Act 1993 The Customer acknowledges that:

The Customer authorises Signs of Success Ltd to collect, retain and use any information about The Customer for the purpose of assessing The Customer's creditworthiness or marketing products and services to The Customer and enabling Signs of Success Ltd to communicate with The Customer for any purpose.

Such personal information (where applicable) is collected by and will be held by Signs of Success Ltd whose address is specified in the quotation. The Customer has the right under the Privacy Act to obtain access to, and request correction of, any personal information held by Signs of Success Ltd.

The Customer authorises Signs of Success Ltd to disclose information about The Customer whether collected by Signs of Success Ltd from The Customer directly or obtained by Signs of Success Ltd from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by The Customer.

The Customer authorises Signs of Success Ltd at any time to obtain from any person or entity any information which Signs of Success Ltd requires to process and/or accept any application for credit.

The Customer authorises any person to release to Signs of Success Ltd for the purpose of establishing The Customer's creditworthiness any personal information that person holds concerning The Customer.

If The Customer fails to provide any information requested by Signs of Success Ltd in respect of any application for credit, such credit may not be provided.

CUSTOMERS PROPERTY

Where The Customer supplies goods of any kind these shall be held by Signs of Success Ltd. at The Customer's risk. All care will be taken but no responsibility for any damage thereto will be accepted by Signs of Success Ltd during such time. Signs of Success Ltd reserves the right to dispose of goods if they are not collected by The Customer within one calendar month after the work is completed.

STORAGE: Storage is at The Customer's risk and chargeable if considered necessary.

GOODS IN TRANSIT: Signs of Success Ltd will not be responsible for loss or damage to goods in transit and The Customer is responsible for insuring goods against loss or other risks during transit.

OWNERSHIP

The Customer is the legal owner of the computer and all data and software contained therein. Despite The Customer having possession of any hardware or software ownership is retained by Signs of Success Ltd until pays in full all money owed to Signs of Success Ltd.

Any hardware or software purchased by Signs of Success Ltd for The Customer remains the property of Signs of Success Ltd until such time as all fees owing are paid in full. The Customer agrees that risk in any goods supplied shall pass to The Customer at the point of delivery.

WARRANTY/INDEMNITY

Signs of Success Ltd undertakes to provide a viable solution to the computer problems of any customer and we will use reasonable skill and care in undertaking this service.

NO FIX - NO FEE: Where Signs of Success Ltd is unable to fix or diagnose the fault on your computer, you will not be charged for the service.

A call out fee may still be charged, also any additional hardware or software costs associated with the job will be charged.

Any claims for unsatisfactory work must be made within 7 days of issue of an invoice.

For goods purchased for The Customer by Signs of Success Ltd, the warranty shall be the current warranty provided by the original manufacturer of the goods. All statements, technical information and recommendations made by manufacturers and/or Signs of Success Ltd about services or products are believed to be reliable, but do not constitute a guarantee or warranty.

Signs of Success Ltd shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the original manufacturer of the goods.

The Customer acknowledges that any claim made by Signs of Success Ltd of the goods is based on the original manufacturer's information (and of typical usage) and the actual life span may vary. This is out of Signs of Success Ltd's control and it is recommended that The Customer take reasonable care, and ensure ongoing protection/maintenance of the goods.

The Customer must notify Signs of Success Ltd within 3 months of issue of an invoice of any alleged defect of hardware/equipment purchased as a replacement product during repair work. Warranties only cover faulty products which have been used for their intended purposes. Warranties do not cover any software, physical or surge damage related issues. The Customer shall afford Signs of Success Ltd an opportunity to inspect the goods within a reasonable time following notification if The Customer believes the goods are defective in any way. If The Customer shall fail to comply with these provisions the goods shall be presumed to be free from any defect or damage.

There is no warranty on any liquid damage repairs.

For defective work or hardware/equipment, Signs of Success Ltd's liability is limited to either (at Signs of Success Ltd's discretion) replacing the hardware/equipment, a further attempt at repairing the computer or a refund of the service fees.

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

In no event will Signs of Success Ltd be liable for any loss of data or loss of revenue or profits or any special, incidental, contingent or consequential damages, however caused, before, during or after service even if Signs of Success Ltd has been advised of the possibility of damages or loss to persons or property.

Signs of Success Ltd liability of any kind with respect to services, including any negligence on its part, shall be limited to the contract price for the services.

The Customer and Signs of Success Ltd agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at the discretion of Signs of Success Ltd, additional attempts by Signs of Success Ltd to recover satisfactory data or refund of the amount paid by the client.

The parties acknowledge that the price of Signs of Success Ltd service would be much greater if Signs of Success Ltd undertook more extensive liability. The client is aware of the inherent risk of injury and property damage involved in data recovery, including without limitation, risks due to destruction or damage to the media or data or inability to recover data, or complete data recovery, including those that may result from the negligence of Signs of Success Ltd, and assumes any and all known risks of injury and property damage that may result.

GENERAL

If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of Wellington.

Signs of Success Ltd shall be under no liability whatsoever to The Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by The Customer arising out of a breach by Signs of Success Ltd of these terms and conditions.

In the event of any breach of this contract by Signs of Success Ltd the remedies of The Customer shall be limited to damages which under no circumstances shall exceed the Price of the service fees.

DISPUTES: In the event of any dispute arising between Signs of Success Ltd and The Customer, such dispute shall in the first instance be referred to mediation for resolution.

In the event that resolution by such manner is not achieved to the satisfaction of both parties within 30 days of referral to mediation, then either party may take legal action to resolve the dispute.

Nothing in this clause prevents Signs of Success Ltd from taking legal action to enforce payment of any debt due, nor where required to seek interlocutory or injunctive relief.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

Signs of Success Ltd reserves the right to review these terms and conditions at any time

The failure by Signs of Success Ltd to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Signs of Success Ltd's right to subsequently enforce that provision.