

# **Terms and conditions of Sales**

## **1. General**

a) "Purchaser" means the company or entity purchasing the products from New 4 U.

b)"Products" means the products and/or services supplied by New 4 U.

## **2. Prices and Order**

a) New 4 U will use its best endeavors to keep its purchasers informed of the current prices. But prices may be altered without prior notice.

b) The purchase price for the products is as per New 4 U quoted price. All purchase orders must clearly state the following: Date, Purchaser Name, Invoice Address, Delivery Address, Order Number, Contact Name & Telephone Number, Product Description, Quantity.

c) New 4 U reserves the rights to disapprove orders generated with unacceptable prices, in condition of network errors, hacking, supplier mistakes and code errors.

d) The photos of these products have been displayed are for your reference purpose only. The products we sold might not exactly same as the photos. New 4 U has no responsibility for these photos mismatching with the products.

## **3. Payment and Credit**

a) Unless New 4 U has agreed to extend credit to purchaser, payment is to be made in cash on delivery. Payment by any type of bank transfer will not be considered payment until the payment has been fully cleared into New 4 U bank account.

b) Credit limits are established by New 4 U and confirmed in writing. New 4 U reserves the right at all times without notice and at its sole discretion to: refuse to grant credit; discontinue credit; require fresh application /personal guarantee(s) to be submitted; charge interest on any balance remaining outstanding after the due date.

c) For those approved purchasers who qualify for the extension of credit, our terms are net maximum 7 days from date of invoice.

d) Purchaser indemnify New 4 U against all costs, expenses, damages or claims arising in any way where purchaser have failed to comply with any one of these terms, as modified from time to time.

## **4. Freight and Insurance**

a) All prices quoted in the published price list do not include GST, freight, handling or insurance costs. These will show separately on official New 4 U invoices. Purchasers agree to pay all delivery cost.

b) Purchasers are responsible for insurance and risk in the products from the time they are received by you or your agent.

c) Where goods appear to be damaged or missing, purchaser must contact the carrier and New 4 U.

d) All claims for shortage during delivery must to the carrier within 7 days of the date of delivery.

## **5. Property**

a) Property and ownership in all products will remain with New 4 U until fully payment received from purchasers.

b) New 4 U does not authorize any purchaser to use New 4 U or the manufacturer's trademarks names or associated materials.

c) The purchaser will not disclose or permit the disclosure of any information concerning the Products or New 4 U business affairs, and acknowledges that these are trade secrets and are commercially sensitive.

d) Purchaser will undertake to advise New 4 U immediately when it becomes aware of any unauthorized use or attempted use by any person of the trade marks or other intellectual property rights of New 4 U.

e) Purchaser will undertake to advise New 4 U immediately when it becomes aware of any unauthorized actions or attempted actions by any person of dismantling, setup or re-installation on New 4 U supplied products, or installation any software on the POS computer other than New 4 U supplied software.

## **6. Cancellation of Order**

Once an order has been accepted and invoiced by the Company it may not be cancelled for any cause whatsoever without the Company's consent in writing. Where such cancellation is agreed, the Customer will cover all costs in returning the Goods to the Company and ensure that the Goods are insured in transit and returned to the companies premises in original unmarked packaging including all original documentation and accessories. Such an order cancelled by the Customer will incur a re-stocking fee of a minimum of \$30.00, or fifteen percent (15%) of the invoiced value of the Goods, whichever is the greater.

## **7. Warranty**

**a) New 4 U reserves the right to withhold or refuse warranty service whilst the purchaser's credit account is in arrears.**

**b) All products purchased from New 4 U are covered by the manufacturer's warranty. Please check the warranty reference from manufacturers.**

**All products carry a twelve month, return to base, parts and labour warranty unless otherwise stated. Damage caused by misuse or abuse, electrical damage due to power fluctuations such as surges or spikes, incompatible consumables or software, are not covered under warranty. Consumables or incorrect operation of any product according to the manufacturers recommendations, are not covered under warranty. Proof of Purchase is to be supplied with all warranty claims.**

**c) New 4 U will provide warranty service only in respect to products that were supplied by New 4 U.**

**d) No warranty is expressed or implied as to the quality or fitness of the products for any particular purpose or otherwise.**

**e) New 4 U will not be liable for any loss, damage or injury to the purchase or to any other person or to the property of the purchaser or any other person arising out of the use or possession of the Products.**

**f) Although all possible care is taken to preserve your data, we cannot guarantee your data. Please make sure you have backed up all important data BEFORE bringing your computer to us for serving. No responsibility will be accepted by New 4 U or the staff of New 4 U for any lose of data.**

## **8. Product Returns**

**a) No product will be accepted for return without obtaining prior written authorization from New 4 U. Freight, handling and insurance charges will be to the purchaser's account.**

**b) New 4 U may, but is not obliged to, accept the return of any product that was ordered and correctly supplied.**

**c) If product was delivered incorrectly or with defects or damage, the purchaser must notify New 4 U in writing within three days of receipt of the product. The notification must quote the relevant invoice number and must include all the necessary details of the incorrect delivery, defect or damage. If purchaser fails to notify New 4 U, the purchaser shall be deemed to have received the product in good order and condition and that the same had been delivered in accordance with the purchaser's order.**

**d) The purchaser will be required to pay to New 4 U, or New 4 U will deduct from any refund, a handling charge of 20% of the full purchase price (GST inclusive) of the product approved for return to New 4 U.**

## **9. Support Services**

**1: The Support Services do not include services provided by the Licensor relating to or resulting from:**

- (a) misuse of the Licensed Software or failure to use Licensed Software in accordance with the Documentation; or**
- (b) unauthorised attempts to repair, replace, modify or maintain the Licensed Software by persons other than the Licensor;**
- (c) support of Versions other than the then current Version of the Licensed Software.**

**2: The Licensor can provide the Support Services to the User, the User will:**

- (a) promptly report to the Licensor all program errors which the User discovers;**
- (b) ensure that a person who has a good understanding of the Licensed Software, its operation and its hardware environment is available and acts as the prime point of contact with the Licensor in the event of problems and queries;**
- (c) make all reasonable efforts at investigation and diagnosis before contacting the Licensor. Persistent failure to do this may result in the levying of charges by the Licensor (at its then standard rates) after warning of such charges being levied;**
- (d) maintain a list of all hardware, communications and software problems to assist with the diagnosis and resolution of any faults; and**
- (e) install remote communication capabilities to a specification set out in the Documentation to enable the Licensor, or a third party nominated by the Licensor, to have controlled on-line access to the system on which the Licensed Software is operated.**

**3: The Licensor may in its discretion provide support services in addition to the Support Services at the rates and terms that are current at the time of a request by the User.**

**In General:**

## **Support Services**

- a) **Installation, Setup and Training for new sales for agreed quote.**
- b) **Maintenance Support including fix all program errors which the User discovers.**
- c) **Maintenance Support dose not including fix problems which caused by user error or hardware fail.**
- d) **Any new features that user want to add to existing version of RRMS system at the rates and terms that are current at the time of a request by the User.**
- e) **In case of the Leasing version of system, the user should never try to change computer system date on which the Software is operated by any reason**
- f) **On site Support Services at the rates (\$75.00 + gst) and any new feature development with separate quote.**

## **10. Variation**

**New 4 U reserves the right to modify and vary these terms and conditions at any time.**

## **11. Non Waiver**

**If New 4 U fails to enforce any terms or to exercise its rights under these terms and conditions at any time, New 4 U has not waived those rights.**

## **12. Limitation of Liability**

- a) **New 4 U' liability to purchaser shall be limited to the value of any products or service supplied.**
- b) **New 4 U will not be liable for any losses of any kind or any delay in performing obligations or slow in performance caused by any natural disaster, flood or earthquake, strike, lockout, fire, war, civil commotion, network service failure, computer virus or Spam ware, inability to obtain products or supplies including the imposition of any export or import bans, or any other cause beyond its reasonable control.**

## **13. Compliance with Applicable New Zealand Laws**

**These terms and conditions are governed by the New Zealand and any dispute under them shall be subject to the jurisdiction of the Courts of New Zealand.**