



TERMS OF TRADE

As a Client of Redstripe and by utilising the services of Redstripe, you agree to be bound by these terms and conditions stated in this document. You acknowledge that you have read and understood these terms and conditions.

Terms

Redstripe Ltd (hereinafter referred to as Redstripe) and you as the Client refers to the person or company purchasing goods or enlisting the services of Redstripe.

Conditions of Sale of Goods

All sales of hardware and software are made subject to the following conditions and by purchasing from Redstripe, the Client accepts these conditions.

Payment

Payment for clients is due in full upon delivery and/or completion of work until such time a credit application account is accepted. Payment of accounts is due on or before the 20th day of the month following the date of the invoice, unless otherwise stated on the invoice.

If payment is not made in full by the due date then the Client agrees to pay interest on the overdue amount at a rate of 2.5% per month.

Should Debt Collection action be required to recover overdue payments, collection costs and legal fees incurred shall be paid by the Client.

Monthly progress payments are payable for support services if an installation is extended past the end of a month. The amount is to be mutually agreeable between Redstripe Ltd and the Client.

Deposits

A deposit of 50% is payable for any work to be undertaken on account that is estimated to be worth in excess of \$8,000. The deposit is required prior to work commencing.

On Site Job Cancellation

The client is required to notify Redstripe of any cancellation a minimum of 2 hours ahead of the scheduled start time. Failure to provide such notice results in the callout fee being charged.

Availability

All orders for Equipment are subject to the availability of the equipment

Finance

If Finance is to be provided then Redstripe will not commence any work, order or provide any hardware until approval has been gained from the Finance Company.

Risk and Passing of Property

The equipment shall remain at the risk of Redstripe until the time of shipment to the Client. Thereafter the equipment will be at the sole risk of the Client.

The equipment shall remain the property of Redstripe until all monies due to Redstripe from the Client under any account whatsoever have been paid in full.

If the Client defaults in the due payment of the purchase price Redstripe, without prejudice to any other right it has at law or in equity, shall have the right to enter upon the premises where the goods are situated and take possession and remove the same, without being responsible for any damage thereby caused. Redstripe may resell such goods and apply the proceeds in or towards repayment of all outstanding indebtedness of the Client to Redstripe. All costs and expenses incurred by Redstripe as a result of any such action shall be payable by the Client on demand and the Client agrees to indemnify Redstripe in respect thereof.

Delivery, Cancellation, Return for Credit, Restocking Fee

Any charges for freight are additional, and payable by the client, unless specified otherwise in any quote.

Redstripe are not responsible for damage to the goods in transit. Claims for losses or damage to goods in transit must be made directly to the transport agency concerned.

In the event that the Client cancels any order subsequent to dispatch by Redstripe (regardless of whether or not said order has been delivered to the Client), Redstripe will credit the Client for the order value less the restock fee on return in saleable condition of the items ordered provided such return is within 7 days of dispatch. Freight charges will not be credited.

Unless agreed in writing by the issuance of a Goods Return Authority from Redstripe no goods will be accepted for credit after dispatch. If Redstripe agrees to accept the goods for credit, then Redstripe will credit the Client the invoice value less the restock fee, less freight charges, on return in saleable condition of the items ordered.



No goods will be accepted for credit if the goods are found to be tampered with or damaged or disk seals are broken. Freight charges will not be credited

Restock fee: All goods ordered in error by the Client or goods the Client wishes to return are subject to a restock fee. The fee is \$35.

We do not have to give you a refund if you change your mind or just did not like the goods or they did not suit you, so please choose carefully. If the goods are faulty we will meet our obligations under the Consumers Guarantees Act to provide a remedy.

Warranty

The Client acknowledges that any goods and IT services purchased are for business purposes and the Consumer Guarantees Act 1993 does not apply.

All new hardware are covered with a return to base parts and/or labour warranty for a period of 12 – 36 months, from the date of invoice on hardware only. Software and consumable goods are not covered under any warranty.

Goods supplied are subject to warranties and guarantees by the manufacturer only. We will pass on the benefit of the warranty to you, without being directly liable to you for any defects in the Goods.

Where goods are subject to a return to base warranty, you are responsible for returning them to us or the manufacturer (as provided by the warranty) and you may be responsible for additional costs including (but not limited to) freight.

Where the warranty of hardware is parts replacement only, any services required by Redstripe to reconfigure/install hardware will be at the expense of the Client.

Limitation of Liability

The Client's exclusive remedy shall be for damages and Redstripe's liability for any and all loss or damage resulting from any cause, including negligence, shall in no event exceed the price of the goods in respect of which the claim is made, or at Redstripe's election, the cost of repair or replacement of such goods. Any damage in excess of that cost shall be borne by the Client. All goods alleged to be defective or otherwise subject to a claim shall be returned at the Client's expense.

The maximum liability of Redstripe, if any, arising out of the supply of goods or services shall be limited in all circumstances to the following:

Equipment – to the Client the value or replacement of the goods supplied by Redstripe and paid for by the Client in the three (3) month period preceding the date of the event giving rise to the liability; and
Services - the total Charges to the Client for the Services provided by Redstripe and paid for by the Client in the three (3) month period preceding the date of the event-giving rise to the liability.

Redstripe shall not be responsible for any special, incidental, indirect or consequential damage nor for any lost profits, re-procurement costs, work done in connection therewith, nor for injury resulting from Redstripe Ltd's provision of Goods and Services, nor any claims against Redstripe by the Client or any other party.

Redstripe takes no responsibility for, nor does it warranty the work of third parties.

Data Loss

Redstripe accepts no liability for data loss or failure of componentary as a result of repair or servicing of computer hardware, software or other equipment by Redstripe. It is the Client's sole responsibility to ensure that prior to servicing any important data is backed up. Client hereby indemnifies Redstripe from any claim or liability related to data loss for any reason whatsoever.

Passwords

Redstripe accept no liability for loss of passwords. It is the Client's sole responsibility to store passwords in a safe and secure place. Redstripe do not store passwords for security reasons.

Software

The Client agrees to comply with all New Zealand intellectual property laws and software license agreements for all software that it uses and requires Redstripe to install, configure or support when providing IT services.

Third Party Software - Where Redstripe are required to refer an issue to a manufacturer or distributor support bureau, the Client shall be responsible for all related costs.

Force Majeure

Redstripe shall not be liable to the Client for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the goods or failure to perform its obligations under these Terms of Trade where such delay is caused directly or indirectly by an act of God, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or manufacturing facilities, accidents, interruptions of, or delays in, transportation or any other cause beyond Redstripe's control.



PRIVACY ACT 1993

The Client acknowledges and accepts that Redstripe may, at its sole discretion, collect information about the Client for the purposes of credit approval.

General

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

The client acknowledges and agrees that Redstripe has not given any representation or warranty as to the quality, state or condition of goods supplied, or that the goods are fit for any particular purpose.

Redstripe shall not be liable for any statement, representation or warranty made by any employee, agent or contractor relating to the goods or workmanship supplied by Redstripe or for any negligence or willful default by the manufacturer or supplier of the goods or services provided to the client.

All parts are subject to availability. All prices exclude GST, freight and may change without prior notice.

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

Clerical errors or omissions whether in computation or otherwise in any quotation, acknowledgements or invoice, shall be subject to correction.