

HCS NEW ZEALAND LIMITED TRADING AS MILLENNIUM TECHNOLOGY TERMS OF TRADE FOR SUPPLY OF SERVICES

1. Definitions

The following definitions apply unless otherwise specified:

- (a) "Customer" and "you" means the entity purchasing Services under these Terms.
- (b) "Goods" has the meaning set out at clause 7 of these Terms.
- (c) "Millennium Technology" means HCS New Zealand Limited, the supplier of Services under these Terms.
- (d) "Services" means all Goods and services supplied by Millennium Technology to the Customer, including all labour, parts, expenses and sub-contractors' services.
- (e) "Terms" means these Terms of Trade for Supply of Services, including the Warranty on Repairs and Privacy Policy for Repairs.

2. Acceptance of Terms

These Terms apply to all contracts for the supply of Services to the Customer. Any instructions received by Millennium Technology from the Customer for the supply of Services shall constitute acceptance of these Terms.

3. Payments

All payments shall be made by the 20th day of the month following the issue of the invoice unless otherwise arranged in advance and confirmed in writing by Millennium Technology. Millennium Technology reserves the right to withdraw or refuse credit facilities or to require payment of a deposit before delivery.

Interest shall be paid at 2% per month calculated on a monthly basis on all outstanding amounts from the date on which the payment was due until actual date of payment.

Any expenses, disbursements and costs (including solicitors fees or debt collection agency fees) incurred by Millennium Technology in the event of Customer default are payable by the Customer. Payment by bill of exchange or cheque shall not be deemed payment until the bill of exchange or cheque has been paid by the Customer's banker and credited to Millennium Technology' bank account.

4. Disputes Accounts

The Customer must notify Millennium Technology in writing within five (5) working days of receipt of any disputed invoice. The notification must quote the relevant invoice number and must include all the necessary details of the reason the invoice is being disputed. Should the Customer fail to notify Millennium Technology of any dispute, defect or damage within five (5) working days of receipt of the invoice, the Customer shall be deemed to have accepted the invoice and shall pay that invoice according to these Terms.

5. Assignment of Amounts Owning

Millennium Technology is entitled at any time to assign to any other person all or any part of the debt owing by the Customer to Millennium Technology.

6. Freight

All stated prices exclude freight charges unless otherwise specified and advised in writing to the Customer. Millennium Technology reserves the right to levy a freight surcharge where urgent delivery is requested by the Customer. Under Part 5 of the Contract and Commercial Law Act 2017 all claims for loss of or damage to goods must be made to the carrier within thirty (30) days from the date of invoice.

7. Supply/Delivery

Where the Services include labour, those Services shall be deemed to have been supplied when notified to the Customer by Millennium Technology. Where the Services include the supply of goods, whether computer parts or otherwise (the "Goods"), delivery of the Goods is taken to occur at the time that Millennium Technology (or Millennium Technology' nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address. Any claim that Goods are not as specified or are not delivered as stated in the Millennium Technology invoice must be made to Millennium Technology in writing within seven (7) days of delivery.

8. Returns, Claims and Refunds

The Customer shall immediately upon receipt of Goods supplied fully inspect such Goods and satisfy itself that the Goods are correct. If the Customer is unsatisfied, the Customer must immediately (and in any event no later than seven (7) days from delivery) contact Millennium Technology and communicate all details of such dissatisfaction. If the Customer does not notify Millennium Technology in accordance with this clause then the Goods are deemed approved and no returns claims for refunds will be permitted or made.

Goods shall only be returned to Millennium Technology with its prior written consent and within fourteen (14) days after delivery. Should Millennium Technology discover that there is not a material defect in the goods, Millennium Technology may charge the Customer a handling fee. Goods not returned in accordance with the above may be rejected by Millennium Technology. All costs for the return or delivery of the goods shall be payable by the Customer.

9. Title and Security (Personal Property Security Act 1999)

Title in any Goods supplied by Millennium Technology passes to the Customer only when the Customer has made payment in full for all Goods provided by Millennium Technology and of all other sums due to the Millennium Technology by the Customer on any account whatsoever. Until all sums due to Millennium Technology by the Customer have been paid in full, Millennium Technology has a security interest in all Goods.

The Customer grants to Millennium Technology a personal property security in the Goods and all Goods previously supplied by Millennium Technology to the Customer (if any) and all after acquired Goods supplied by Millennium Technology to the Customer.

The Customer undertakes to:

- (a) Sign any further document and provide any further information which the Customer warrants to be complete, accurate and up-to-date in all respects, which Millennium Technology may reasonably require to register a financing statement or financing change statement on the New Zealand Personal Property Securities Register.
- (b) Not register a financing change statement or a change demand without the prior written consent of Millennium Technology.
- (c) Give Millennium Technology no less than fourteen (14) days written notice of any change of the Customer's name or other change in the Customer's details (including but not limited to changes in address, facsimile number, trading name or business practice).
- (d) Indemnify Millennium Technology for any costs incurred by it in relation to the above.
- (e) Waive any rights to receive a copy of the verification statement under the Personal Property Securities Act 1999 ("PPSA") and agrees to the extent permitted by law that under these Terms:
 - i. The Customer will have no rights under (or by reference to) Section 114(1) or 133 of the PPSA.
 - ii. The provisions of Part 9 of the PPSA which after the benefit of the Customer or place obligations on Millennium Technology will apply only to the extent that they are mandatory.
 - iii. Where Millennium Technology has rights under these Terms additional to those in Part 9 of the PPSA, those rights will continue to apply.

In the event the Customer refuses to comply with its obligations under the above clause, then by signing this document the Customer grants to Millennium Technology power of attorney to sign all documents giving Millennium Technology a personal property security in the Goods.

If the Goods are attached, fixed or incorporated into any property of the Customer, by way of any manufacturing or assembling process by the Customer or any third party, title in the Goods shall remain with Millennium Technology until the Customer has made payment for all Goods and where those Goods are mixed with other property so as to be part of or a constituent of any new products, title to these new products shall be deemed to be assigned to Millennium Technology as security for the full satisfaction by the Customer of the full amount owing between Millennium Technology and the Customer.

The Customer gives irrevocable authority to Millennium Technology to enter any premises occupied by the Customer or on which products are situated at any reasonable time after default by the Customer or before default if Millennium Technology believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated. Millennium Technology shall not be liable for any costs, damages, expenses or losses incurred by the Customer or third party as a result of this action, nor liable in contract or in tort or in otherwise in any way whatsoever unless by statute such liability cannot be excluded. Millennium Technology may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed goods and credit the Customer's account with the invoice value less such sum as Millennium Technology reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

10. Confidential Information

Each party agrees to always keep the other party's confidential material confidential and not to use the confidential material for any purpose other than for the purpose for which it was supplied or copy or reproduce any of the confidential material in any way except where disclosure is necessary to enable goods or services to be used under lease or where the party that owns the confidential material has consented to disclosure.

11. Customer Information

In accordance with the Privacy Act 1993 the Customer authorises Millennium Technology to obtain such information as it may require in response to their enquiries from any source in order to determine the Customer's credit worthiness and to be used as a guide concerning credit limits. Millennium Technology will set a credit limit and reserves the right to alter the credit limit from time to time.

12. Intellectual Property

The Customer acknowledges that Millennium Technology is the sole owner of all intellectual property (including business know how, ideas, methodologies, routines, systems and processes relating to or arising, directly or indirectly, out of the goods and services that Millennium Technology supplies to the Customer or developed or contributed to by Millennium Technology in relation to any information, fault, repair or documentation that is supplied to the Customer or as a result of Millennium Technology performing services or any other work for the Customer.

The Customer agrees not to use any trademarks or other intellectual property rights of which Millennium Technology has legal title except as authorised by Millennium Technology.

13. Liability and Indemnity

In entering into these Terms, the Customer acknowledges that Millennium Technology has no liability to the Customer for any indirect or consequential loss or damage or for any loss of revenue or loss of actual or anticipated profit (or any other form of economic loss) arising in connection with these Terms (whether in contract or in tort).

Subject to the exclusion of liability above, the maximum aggregate liability of Millennium Technology for all claims made by the Customer, whether as a result of any breach of these Terms or on any other ground or terms whatsoever (including liability as a result of tort, including negligence) will not exceed the invoice value of the Services provided and subject to the claim.

The Customer indemnifies Millennium Technology against any liability, losses, damages or expenses incurred or suffered by Millennium Technology as a result of any claim made by a third person against Millennium Technology in respect of any loss or liability arising from the provision of Services to the Customer under these Terms. The Customer further indemnifies Millennium Technology for all reasonable costs (including legal fees) incurred as a result of any claim brought by the Customer against Millennium Technology, whether at the Disputes Tribunal, Courts or otherwise.

To the fullest extent permitted by law, the provisions of the Consumer Guarantees Act 1993 and Part 3 of the Contract and Commercial Law Act 2017 do not apply to the provision of Services under these Terms.

14. Resolving Disputes

Millennium Technology and the Customer will use all reasonable endeavours to resolve any dispute between them. If they cannot resolve their dispute between them, they will:

- (a) Refer the dispute to mediation which will be conducted in accordance with the LEADR New Zealand Standard Mediation Agreement; and
- (b) If mediation is unsuccessful, the matter of dispute shall be referred to a single arbitrator in accordance with the provisions contained in the Arbitration Act 1996 and any amendments. Nothing in this clause will preclude either party from taking immediate steps to seek urgent equitable relief before an appropriate Court.

15. Review of Terms

Millennium Technology reserves the right to amend these Terms from time to time. Any amendment will take effect on the next transaction following the date on which Millennium Technology notified the Customer of such change.

16. General

If any part of these Terms is found to be unenforceable, it will be deemed to be severed from the remainder of the Terms to the extent of its unenforceability, but the remainder of the Terms will remain in full force and effect.

These Terms may only be varied by the written agreement of Millennium Technology.

Any notice required to be served by either party shall be deemed to have been properly served if left at or posted in a pre-paid letter addressed to the other party at the place of business or residence of such party and any service by post shall be deemed to have been effected when the letter containing such notice would have been delivered in the ordinary course of post.

These Terms shall be governed by and construed in accordance with the laws of New Zealand.

WARRANTY ON REPAIRS

1. Hardware Replacement/Upgrades are subject to the manufacturer's warranty on the item(s). Refurbished parts come with a 90-day, limited warranty.

2. Labour/Work Services provided for a period of 30 days from the service date on all Repairs and Upgrades. This warranty does not include – any software issues created and/or caused by the "end user" such as viruses, spyware, tampering with settings or other non-related hardware failures. Limited warranty does not include any additional software, hardware, parts, system upgrades or additional components needed, added OR installed to the system by the user.

3. Limitation of Liability. There are no warranties for computer repairs involving personal or unlicensed software issues, viruses, spyware, malware or related issues. We provide the best protection against threats, as evaluated by intensive testing, at the time of the service. This 'best protection' may change without notice. There is no 100% protection against viruses, spyware, malware and other related infections. Due to privacy laws, we cannot monitor your surfing habits (which cause 99% of repairs relating to viruses, spyware and malware) and therefore exclude these repairs from warranty.

The warranty does not include any consequential damages (including data loss) that may have resulted from any malfunction of the computer system, nor does it cover any hardware or software installed by the user.

4. Data Storage. We can only store backed up data for a maximum of 14 days from the date the repair is completed and ready for pickup. Application for extension to this timeframe must be made and accepted in writing. Failure to collect hardware within 14 days of completion will NOT result in an extension of this time.

PRIVACY POLICY FOR REPAIRS

All computer repairs conducted by HCS New Zealand Limited are private and confidential between the owner of the data and HCS New Zealand Limited and its authorised agents.

No information or data will be harvested for purposes outside of data backup and protection. No information or data will be distributed to any third parties.

HCS New Zealand Limited enforces legal agreements with all technicians who come in contact with the information and data of its customers.