

TERMS AND CONDITIONS

- DEFINITIONS**
 - "NATC" shall mean NATC Limited, its permitted assigns and successors, or any agents or employees of NATC as appropriate.
 - "Customer" shall mean the customer as described in this agreement, any person acting on behalf of and with the authority or apparent authority of the customer, or any person purchasing goods and services from NATC.
 - "Goods" shall mean all goods and inventory supplied by NATC to the Customer; and all charges identified in any invoice issued by NATC to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and also means all services and advice provided by NATC to the Customer and shall include without limitation the manufacture and distribution of advertising, printing and display materials including technical advice and all charges for labour, hire charges, insurance charges, freight costs, or any fee or charge associated with the supply of Goods by NATC to the Customer.
 - "Price" shall mean the cost of the Goods as agreed between NATC and the Customer in this agreement and includes all disbursements NATC pays to third parties on the Customer's behalf.
- ACCEPTANCE**
 - Any verbal or written instructions received by NATC from the Customer for the supply of Goods shall constitute an acceptance of these terms and conditions.
 - All orders received are subject to a 10% under-run or over-run. Errors and omissions excepted.
 - Confirmed orders cannot be cancelled
- QUOTATION AND PRICE**
 - Where a quotation is given by NATC for Goods:
 - Unless otherwise agreed the quotation shall be valid for 14 days from the date of issue; and
 - The quotation shall be exclusive of goods and services tax unless stated otherwise.
 - NATC reserves the right to alter the quotation at any time:
 - Because of circumstances beyond its control; and
 - The Customer varies its original requirements.
 - All quotations are subject to the availability of stock.
 - The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods that is beyond the control of NATC between the date of the contract and delivery of the Goods.
 - Where Goods are required in addition to the quotation for example but without limitation cabling, design, out of scope configurations the Customer agrees to pay for the additional cost of such Goods.
 - Where no price is stated in writing or orally agreed the Goods shall be deemed to be sold at the current amount as such Goods are sold by NATC at the time of this agreement.
 - Where the Customer wishes to vary an order:
 - The Customer must submit a written request to NATC outlining the requested variation;
 - NATC must within three (3) working days, notify the Customer of any extensions to time to carry out the order, of any additional costs arising from carrying out the variation and any change to the Price;
 - The Customer has two (2) working days from receiving NATC notice to accept those matters set out in NATC's notice;
 - If the Customer does not respond within the stipulated timeframe or specifically accepts the matters set out in NATC's notice, then the exchange of notices shall be deemed to be an agreed variation.
- CHARGES AND PAYMENT**
 - Unless otherwise agreed, payment for Goods shall be made in full without set off or deduction either:
 - Within seven (7) days of the date of invoice; or
 - Where the Customer holds a trade account with NATC, on or before the 20th day of the month following the date of the invoice; in each case the "due date".
 - If the Customer fails to make payment by the due date, the Customer shall pay interest on the amount outstanding at the rate of 2.5% per month or part month until the date that payment is made. The Customer shall pay all expenses, disbursements and costs (including legal costs on a client/solicitor basis) that are incurred by NATC in the enforcement of any rights contained in this agreement.
 - Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
 - A deposit may be required in NATC's sole discretion.
 - NATC may in its discretion allocate any payment received from the Customer towards any invoice that NATC determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by NATC, payment shall be deemed to be allocated in such manner as preserves the maximum value of NATC purchase money security interest in the Goods.
 - From time-to-time NATC may be asked by customers to invoice projects in advance of their timeframe. If NATC agrees to do this it is on the understanding that the amount will not be credited at all at a later date. If not used for the intended project NATC terms relating to undertaking this request is that it won't be refunded but can be allocated to other projects or future projects.
- DELIVERY, RISK, INSURANCE AND INSPECTION**
 - If NATC has specified an anticipated delivery date, NATC will use its reasonable endeavours to arrange delivery of the Goods by that date. NATC is not liable for any failure to deliver, or for any delay.
 - Delivery shall be made at the place in New Zealand indicated in this agreement and if no place is indicated then NATC will make the Goods available at NATC's premises for collection by the Customer. Delivery of Goods to the Customer shall be deemed completed either upon NATC delivering the Goods to the place named in the agreement or, where no place is indicated in the agreement, then upon NATC making the Goods available for collection at NATC's premises. Upon delivery being effected at NATC's premises the Customer shall bear all costs arising out of transportation of the Goods from NATC's premises to the Customer (including shipping, brokerage, freight, insurance and all taxes and duties payable).
 - At the Customer's request, NATC will take reasonable steps to obtain a quote from its usual carrier as to the cost of transporting the Goods to the Customer. If the Customer provides NATC with written acceptance of the quote during the period applicable to the quote, then the Customer is required to pay such amount either to NATC or NATC's carrier as NATC may direct. If the Customer does not accept that quote within the applicable period then the Customer is responsible for arranging transportation of the Goods through a reputable carrier.
 - Irrespective of whether ownership and title in the Goods remains vested in NATC, risk in the Goods shall pass to the Customer upon delivery. The Customer is responsible for all insurance of all Goods from the time of delivery.
 - The Customer shall inspect the Goods upon delivery and shall within seven (7) days after delivery notify NATC in writing of any abnormalities (faults or damage) the Customer wishes to make a claim for. If the Customer does not, the Customer shall be deemed to have accepted the Goods and no returns shall be made or accepted by NATC.
 - Pallets will only be credited upon return to NATC in good condition. Outer cartons will not be credited.
- TITLE AND SECURITY**
 - Ownership and title in the Goods, or any proceeds from on-sale of the Goods, shall not pass to the Customer until the Customer has paid NATC in full for the Goods and has paid NATC in full for all other sums due to NATC by the Customer on any account whatsoever in accordance with this agreement.
 - If NATC supplies Goods without first obtaining payment in full for the same, then the Customer acknowledges and agrees that NATC shall be entitled at the cost in all respects of the Customer to register on the Personal Property Securities Register any security interest that NATC possesses in respect of all Goods supplied and the proceeds of on-sale of such Goods and the Customer acknowledges that NATC's security interest survives until the Customer pays in full all sums due to NATC under this agreement.
 - The Customer acknowledges and agrees that until payment in full has been made to NATC for all of the Goods supplied:
 - NATC possesses a Purchase Money Security Interest (as that term is defined in the Personal Property Securities Act 1999 ("PPSA") in the Goods; and
 - If the Customer on-sells the Goods prior to payment to NATC, the Customer will pay the proceeds derived from that on-sale into a separate account for the benefit and as trustee for NATC so that those proceeds remain identifiable in connection with that on-sale and the Goods.
 - If at any time NATC has sufficient cause to exercise its rights under section 109 of the PPSA, the Customer irrevocably grants NATC the right and licence to enter upon any premises where the Goods are located to remove and repossess the Goods, without notice and without liability whatsoever to the Customer, or to any person or company claiming through the Customer.
 - The Customer covenants to assist and co-operate with NATC by completing any documentation and/or providing any information as may be required by NATC in order for NATC to achieve and perfect its desired security position under the PPSA and the Customer waives any right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest under the PPSA.
 - Nothing in sections 114(1)(a), 117(1), 133 and 134 of the PPSA shall apply to this agreement nor shall the Customer's rights as a debtor in sections 116, 119, 120(2), 121, 125-127, 129 and 132 of the PPSA apply to this agreement. The Customer agrees that any rights NATC has in addition to those in Part 9 of the PPSA will continue to apply.
- GENERAL LIEN**
 - The Customer agrees that NATC may exercise a general lien against any goods and services or property belonging to the Customer that is in the possession of NATC for all sums outstanding under this contract and any other contract to which the Customer and NATC are parties.
 - If the lien is not satisfied within seven (7) days of the due date NATC may, having given notice of the lien at its option either:
 - Remove such goods and services and store them in such a place and in such a manner as NATC shall think fit and proper and at the risk and expense of the Customer; or
 - Sell such goods and services or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and the costs of sale without being liable to any person for damage caused.
- DOMAIN NAMES**
 - Domain names managed by NATC will automatically be renewed each year for the time period of one (1) year unless otherwise specified. Some domain extensions are required to be renewed for longer periods and can range from two to three (2-3) years. The renewal period for domain(s) will be noted on applicable invoices. If customers no longer wish to renew a domain name they will need to contact NATC one (1) month before the domain is to expire as domains are billed in advance. Charges may not be reimbursed for domain cancellations. NATC will not release any domain(s) until outstanding monies have been settled in full.
- DOMAIN EMAIL ACCOUNTS**
 - Domains that are managed by NATC are eligible for up to five (5) free email accounts with a combined mailbox storage allowance of 5Gb (mailbox storage overuse charges will apply should this allowance be exceeded). Domains hosted by third party providers do not qualify for email services from NATC. NATC will set up the requested email accounts with our third party email provider and provide the account details and instructions on how to set up your email for your specified devices. NATC use a local third party provider for the hosting of email accounts. NATC does not provide technical email support for email services after this initial set-up period. This should be provided by IT support providers.
- WEBSITE HOSTING**
 - NATC have dedicated web servers hosted in a secure off-site location. Our servers have been optimised to run all NATC WEB websites at maximum performance as well as standard HTML websites. NATC will not host any Wordpress websites due to associated security risks. Hosting charges cover the maintenance of the servers, nightly backups of websites and minor website updates. Hosting consist of 200MB of disk space and 2GB of traffic which should be ample for most websites. NATC reserves the right to review yearly and adjust pricing if necessary. All hosting is invoiced annually and starts one (1) month after the website is launched on our server.
- INTELLECTUAL PROPERTY AND USE BY THE CUSTOMER**
 - All of the trademarks, patents, copyright, designs (including rights of drawings, calculations, models, samples, descriptions, figures, dimension specifications and the like) or other intellectual property rights (whether or not registered) in respect of the Goods (collectively "Intellectual Property") remain NATC's property notwithstanding the sale/supply of the Goods to the Customer. The Customer may not use, reverse engineer, remove, interfere with or alter the Intellectual Property in any way. Intellectual Property owned by NATC may not be copied, reproduced, distributed, modified, published, uploaded, posted, or transmitted in any way without NATC's prior written consent.
 - The Customer acknowledges that it is aware that any breach of this clause 11 may result in NATC suffering damage. The Customer indemnifies NATC against all losses, damages, expenses and legal costs (including on a solicitor and client basis) that NATC may reasonably sustain or incur as a result, whether directly or indirectly, of any breach by the Customer of the provisions of this clause 11.
 - This clause 11 survives termination of this agreement.
 - The Customer may use the Goods only if paid for in full and for the purpose for which they were intended and supplied by NATC.
- WARRANTIES**
 - Manufacturer's warranties may apply to the Goods.
 - NATC warrants that it is skilled and experienced and possesses the expertise needed to provide the Goods the subject of this agreement.
- LIMITATION OF LIABILITY**
 - The warranties provided in clause 11 replace all other representations or warranties (statutory, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose) and all such representations and warranties (excepting those which may not be lawfully excluded) are specifically excluded. The exclusions and the limitations contained in clause 11.2 do not apply to rights granted to the Customer under the Consumer Guarantees Act 1993, unless the Customer is acquiring the services for the purposes of a business in which case the provisions contained in the Consumer Guarantees Act 1993 shall not apply.
 - Under no circumstances will any warranty expressed or implied relating to the Goods extend to or include nor will NATC be liable (whether vicariously or otherwise) under the law of tort, contract or otherwise for:
 - Any loss or damage of any kind whatsoever, arising from the supply of Goods by NATC to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods provided by NATC to the Customer;
 - Any loss of profits or savings or any indirect, special, incidental or consequential loss or damage, however caused, arising out of or in connection with the performance or non-performance of NATC and/or this agreement;
 - Damage to Goods after risk of loss passes;
 - Any loss or damage not covered by a warranty arising;
 - Any loss or damage caused by a force majeure event; or
 - Any loss or damage arising from the termination of this agreement.
 - Notwithstanding any other provision of this agreement and without prejudice to clause 10.2, if for any reason NATC becomes liable for loss or damage that would have otherwise been excluded then its total liability to the Customer arising out of any claim for damages for any cause will be limited at NATC's election to either the monetary amount of the value of the Goods giving rise to the claim or the actual damage or loss suffered by the Customer whichever is lesser.
 - The Customer shall indemnify NATC against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of NATC or otherwise, brought by any person in connection with any matter, act, omission, or error by NATC its agents or employees in connection with the Goods.
- DISPUTES**
 - No party to this agreement shall begin any court proceedings relating to any dispute arising out of this agreement (including any dispute as to the validity, breach or termination of this agreement or as to any claim in tort, in equity pursuant to any statute) unless that party has complied with the following paragraphs of this clause.
 - Any party who claims that a dispute has arisen under or about this agreement must give written notice to the other party specifying the nature of the dispute.
 - On receipt of the notice by the other party, the parties to this agreement:
 - Must co-operate and use their reasonable endeavours to resolve the dispute quickly;
 - Must, if they do not within seven (7) days of receiving the notice (or any further period as they may agree in writing) resolve the dispute, refer the dispute to mediation ("mediation").
 - The mediation shall be conducted in terms of the New Zealand Inc. Standard Mediation Agreement and the mediation shall be conducted by a mediator and at a fee agreed by the parties, failing agreement between the parties, the mediator shall be selected, and the mediator's fee shall be decided by the Chair for the time being of the mediation company.
- RIGHTS OF TERMINATION**
 - NATC may in its sole discretion terminate this agreement by written notice to the Customer if:
 - The Customer defaults in performing its obligations under this agreement and the default, if capable of being remedied, is not remedied within seven (7) days from receiving a notice specifying the default and requiring remedy; or
 - The Customer defaults in the performance of its obligations under this agreement and the default is in NATC's reasonable opinion incapable of being remedied; or
 - The Customer commits an act of insolvency including a compromise with creditors or appoints a voluntary administrator; or if a receiver is appointed in respect of the assets of the Customer; or if an arrangement with the Customer's creditors is made or likely to be made; or if the Customer ceases or threatens to cease carrying on business; or if the ownership or effective control of the Customer is transferred or the nature of the Customer's business is materially altered, or the Customer is adjudicated bankrupt.
 - Termination of this agreement will not prejudice or affect the rights, remedies and claims and/or any liabilities of NATC. NATC shall have no liability or responsibility whatsoever to the Customer for any loss or damage of any kind which may result directly or indirectly from such termination of this agreement.