

Terms and Conditions of Sale - Veritas Computer Services Ltd.

GENERAL: "VCS" means Veritas Computer Services Limited. "Products" means the products and /or services supplied by VCS to the Customer, including but not limited to computers and IT hardware and peripherals, computer components, accessories, software and labour. "Customer" means the company or entity purchasing the products and includes the applicant submitting this Application for Credit.

PRICE: The price of the goods will be as published by Veritas Computer Services Ltd. VCS reserves the right to alter its prices at any time and to pass on any cost increases outside its control including exchange fluctuations which arise between date of acceptance of order and date of delivery. Once given an order may not be cancelled without the consent in writing of VCS. Goods and Services Tax will be added to and form part of the price.

TERMS AND CREDIT: VCS normal terms are cash on delivery. A credit facility may be available on application. VCS reserves the right at all times without notice and at its sole discretion to:

1. Refuse to grant credit;
2. Suspend, withdraw or discontinue credit; Credit limits are established by VCS and confirmed in writing at the time of opening a trading account and may be adjusted from time to time at VCS' sole discretion.

PAYMENT:

1. Payment shall be made in full against delivery or if agreed in writing, within 7 days or 14 days of supply, or by 20th of the month following the date of the invoice, depending on the terms specified by VCS. No payment shall be withheld nor reduced by virtue of alleged setoff counterclaim or otherwise. Time shall be of the essence.
2. Interest shall be paid at 2.5% per month calculated on a monthly basis on all outstanding amounts from date on which payment was due until actual date of payment.
3. Any expenses, disbursements and legal costs incurred by VCS in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.
4. 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 Veritas Computer Services bank account.

WARRANTY:

1. Subject to any written warranty which VCS may give to the customer all warranties and representations made by Veritas Computer Services' employees, representatives or agents, whether express or implied, statutory or otherwise, collateral or antecedent hereto or otherwise are expressly excluded. VCS' liability (if any) shall be restricted to the repair of the goods or to their replacement, or, to payment of damages not exceeding the price of the goods. Notwithstanding the provisions of the Contractual Remedies Act 1979 these shall be the only remedies available to the customer.
2. Veritas Computer Services will as far as it is legally able to do so assign to the customer the benefit of the manufacturer's warranty (if any) expressed or implied relating to the goods.

RETURN OF GOODS:

1. No products will be accepted for return without prior written authorisation from VCS.
2. VCS will only consider accepting the return of the Products provided:
 - a) Prior approval is obtained.
 - b) Products for return must quote a return authorisation number (which has to be applied for) and must be accompanied by a copy of the invoice.
 - c) Products approved for return must be in the same resalable condition and in the manufacturer's original container and undamaged. VCS reserves the right to reject products not conforming to this condition.
 - d) Products accepted for return are subject to a restocking fee 20% of the original invoice value.

LIABILITY: Veritas Computer Services shall not be liable to the customer nor to anyone else for any damage or loss of whatever kind howsoever arising due, inter alia, to the failure of the goods to function or to operate satisfactorily nor for any direct or indirect or consequential damage or loss to property or person whatsoever and the customer indemnifies Veritas Computer Services Ltd, against any claims made against VCS by any third party in respect of any such damage or loss.

DELIVERY:

1. The goods shall be at the sole risk of the customer from date of dispatch to a carrier. Delivery shall be during the usual hours of business to the address nominated by the customer and shall be completed on the goods being left at that address.
2. The goods may not be returned except with the written consent of VCS and in that event on terms prescribed by VCS who may impose a handling fee equal to 20% of the price of the goods.
3. Claims in respect of incorrect delivery must be made in writing within 24 hours of delivery.

4. Veritas Computer Services shall not be liable for any delay in delivery nor for non-delivery due to causes of whatever kind beyond VCS's control.

TITLE AND SECURITY (PERSONAL PROPERTY SECURITY ACT 1999):

1. Title in any Products supplied by VCS passes to the Customer only when the Customer has made payment in full for all Products provided by VCS and of all other sums due to VCS by the Customer on any account whatsoever. Until all sums due to VCS by the Customer have been paid in full, VCS has a security interest in all Products.
2. If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with VCS until the Customer has made payment for all Products, and where those Products 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 VCS as security for the full satisfaction by the Customer of the full amount owing between VCS and Customer.
3. The Customer gives irrevocable authority to VCS 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 VCS believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. VCS shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. VCS may either resell any repossessed Products 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 Products and credit the Customer's account with the invoice value thereof less such sum as VCS reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs,
4. Upon assenting to these terms and conditions the Buyer acknowledges and agrees that:
 - a) These terms and conditions constitute a security agreement for the purposes of section 36 of the Personal Property Security Act 1999 (PPSA);
 - b) A security interest is taken in all Goods previously supplied by the Seller to the Buyer (if any) and all Goods that will be supplied in the future by the Seller to the Buyer during the continuance of the parties relationship.
5. The following shall constitute defaults by the Customer:
 - a) Non payment of any sum by the due date.
 - b) The Customer intimates that it will not pay any sum by the due date.
 - c) Any Products are seized by any other creditor of the Customer any other creditor intimates that it intends to seize Products.
 - d) Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to VCS remains unpaid.
 - e) The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord disdains against any of the Customer's assets.
 - f) A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
 - g) Any material adverse change in the financial position of the Customer.
6. If the Credit Repossession Act applies to any transaction between the Customer and VCS, the Customer has the rights provided in the Act despite anything contained in these terms and conditions of trade.

SECURITY INTEREST FOR SERVICE PROVIDERS: The Customer gives VCS a security interest in all of the Customer's present and after-acquired property that VCS has performed services on or to or in which products or materials supplied or financed by VCS have been attached or incorporated.

WAIVE: Veritas Computer Services shall not be deemed to have waived any conditions hereof unless the waiver is in writing. VCS' rights powers and remedies remain in force notwithstanding any forbearance or delay on its part. VCS may exercise its rights and powers hereunder and at law or in equity at such time and in such manner as it sees fit.

CONTRACT: These terms and conditions express the whole agreement of Veritas Computer Services and the customer and shall not be subject to change without the agreement in writing of the customer and a principal officer of Veritas Computer Services.

PRIVACY: You authorise us to collect, retain and use any information about you, for the purpose of assessing your credit worthiness or to provide you information about our products and services. You authorise us to disclose information about you, whether collected directly or obtained by us from any other source, to any other credit provider or any credit reporting agency for the purpose of providing a credit reference, debt collection or notifying a default by you. Where you are an individual the authorities stated above are given the purposes of the Privacy Act 1993. You have the right to ask us for a copy of the information we hold about you and you have the right to request that we correct any incorrect information we hold on you.