

## TERMS OF TRADE

### 1 Definitions

- 1.1 "Consultant" shall mean Bedrock Solutions Limited and its successors and assigns.
- 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
- 1.3 The "Client" and the "Service Provider", collectively referred to as the "Parties".
- 1.4 "Services" shall mean all services supplied by the Consultant to the Client.
- 1.5 "Fee" shall mean the cost of the Services as agreed between the Consultant and the Client subject to clause 5 of this Agreement.

### 2 Acceptances

- 2.1 Any instructions received by the Consultant from the Client for the supply of Services shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this Agreement, the Clients shall be jointly liable for all payments of the Fee.
- 2.3 Unless otherwise agreed in writing between the Consultant and the Client, the terms of Agreement will commence on the date specified in the Contract.

### 3 Services

- 3.1 The Consultant will provide the Services to the Client as described in the proposal, quotation, or any other work commencement forms received by the Consultant from the Client.
- 3.2 The Consultant will provide the Services to the Client and shall be entitled to invoice the Client accordingly for the cost of the Services as described in the proposal, quotation, or any other order forms.
- 3.3 All services provided by the Consultant must be used for lawful purposes only. Transmission or storage of any information, data or material in violation of any New Zealand law is prohibited. This includes, but is not limited to, copyrighted material or material legally judged to be threatening or obscene.

- 3.4 Should the Client wish the Consultant to perform any additional Services after the signing of this Agreement, then the Consultant shall be entitled to quote the Client separately for the provision of those services. If the Client accepts that quotation then the provisions of this Agreement will apply to the provision of those additional services.

#### **4 Delivery of Services**

- 4.1 The Consultant shall be entitled to provide the Services remotely from its own premises and will not be required to attend the clients' premises. If the Consultant is required to attend the client's premises for any reason pursuant to this Agreement, the client will reimburse Bedrock Solutions Ltd for reasonable transport and/or accommodation expenses incurred by Bedrock Solutions Ltd in doing so. However, this does not include transport or accommodation expenses where the client's premises are located within 25kms of Birdwood Avenue, Beckenham, Christchurch.

#### **5 Fees and Payment**

- 5.1 The Consultant shall be entitled to invoice the Client accordingly for the cost of the Services as described in the proposal, quotation, or any other order forms.
- 5.2 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment shall be on completion of the Service.
- 5.3 At the Consultant's sole discretion a deposit may be required. The deposit amount of percentage of the Price will be stipulated at the time of order of the Services and shall become immediately due and payable.
- 5.4 Payment for approved Clients shall be due on the 20<sup>th</sup> day of each month following the date of the invoice.
- 5.6 Payment will be made by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and the Consultant.
- 5.7 The Fee shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Consultant.
- 5.8 The Consultant reserves the right to charge interest at 2% per month, cumulative on any unpaid accounts where a satisfactory arrangement for settlement has not been reached.
- 5.9 Should any account generated by the Consultant be referred to collections due to non-payment, all expenses, including collection costs from obtaining the services of a debt collection company and/ or legal fees in relation to the debt will be added to the Client account.

## **6 Defects**

- 6.1 The Client shall inspect the Services on completion and shall within seven (7) days of completion notify the Consultant of any alleged defect, or failure to comply with the description or quote. The Client shall afford the Consultant a reasonable time following completion to inspect the Services, if the Client believes the Service is defective in any way. If the Client fails to comply with these provisions the Services shall be conclusively presumed to be in accordance with the terms and conditions.

## **7 Default & Consequences of Default**

- 7.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2% per calendar month and shall accrue at such a rate after as well as before any judgment.
- 7.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Consultant from and against all the Consultants costs and disbursements including a solicitor and own Client basis and in addition all of the Consultants nominees' costs of collection.
- 7.3 If the Client's payment is dishonoured by their bank, then the Consultant reserves the right to increase the amount of the price by any charges for dishonours charged by the Consultant's bankers.
- 7.4 If at any time the Client is in breach of any obligation, the Consultant may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Consultant will not be liable to the Client for any loss or damage the Client suffers because the Consultant exercised their rights under this clause.

## **8 Intellectual Property**

- 8.1 The Client acknowledges and agrees that the completed Services produced by the Consultant are the property of the Consultant. Upon payment of all amounts owing to the Consultant for the particular Services, the Client is assigned the rights to use the completed Services for the purposes outlined in the Contract.

## **9 Cancellation**

- 9.1 The Consultant may cancel these terms and conditions or cancel delivery of the Services at any time before the Services are delivered by giving written notice. On giving such notice the Consultant shall promptly repay to the Client any sums paid in respect of the Fee for those Services. The Consultant shall not be liable for any loss or damage whatever arising from such cancellation.

- 9.2 At the Consultant's sole discretion the Client may cancel delivery of goods and/or services. In the event that the Client cancels delivery of good and/or services the Client shall be liable for any costs incurred by the Consultant up to the time of cancellation.

## **10 Reports and Meetings**

- 10.1 The Client shall make its nominated employee (the Client Contact) available to meet with the Consultant when reasonably required by the Consultant for the purposes of discussing the status of the Services. The Consultant will regularly meet with or contact the Client Contact and report on the status of the services.

## **11 Changes**

- 11.1 The Client accepts that upon approval of each stage of the development process there will be no additional changes made to that aspect of the Services. Should the Client require any further changes to any aspect of the Services after the approval of that stage, the Consultant shall be entitled to quote the Client separately for the provision of those services. If the Client accepts that quotation then the provisions of this Agreement will apply to the provision of those additional services.

## **12 Confidentiality**

- 12.1 The Consultant will not disclose to any third party or use other than for the purposes of this Agreement any knowledge or information imparted to or obtained with the fulfillment of this Agreement which is of a secret or confidential nature relating to the business, equipment, processes relating to the equipment, the products, services, process or business strategies offered or employed by the Client. This obligation of confidence will cease to apply in relation to information that the Consultant is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by the Consultant of its obligations of confidence under this Agreement.

## **13 Client Requirements**

- 13.1 The Client agrees to meet their responsibilities as outlined in the Contract.
- 13.2 The Client agrees to respond to any form of communication initiated by the Consultant within a reasonable amount of time so as not to delay the process by unreasonable cause.
- 13.3 The Client acknowledges that meeting their requirements is crucial to the Services being delivered by the date specified in the Contract and the inability to meet any of their requirements may cause the project to exceed the specified deadlines and the Consultant does not accept responsibility for this occurrence.

## 14 General

- 14.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 14.2 All Services supplied by the Consultant are subject to the laws of New Zealand and the Consultant takes no responsibility for changes in the law, which affects the Services supplied.
- 14.3 In the event of any breach of this Agreement by the Consultant the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Consultant exceed the Fee of the Services.
- 14.4 Neither party shall be liable for any default due to any act of God, terrorism, war, strike, lock out, industrial action, flood, storm or other event beyond the reasonable.
- 14.5 The Consultant reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions that will take effect from the date on which the Consultant notifies the Client of such change.

## Terms of Trade Agreement

Signed by ) \_\_\_\_\_  
(Client Signature)

for and on behalf of ) \_\_\_\_\_  
(Client Contact Name)

**[the Client]** ) \_\_\_\_\_  
(Client Company Name)

Date Agreement Signed ) \_\_\_\_\_