

1. NATURE AND SCOPE OF TERMS OF TRADE ("TERMS")

1.1 In interpreting these Terms:

"Business Day" means any day not being a Saturday or Sunday or statutory holiday observed in Auckland;

"Damages" means all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis) whether incurred by or awarded against a party) including those associated with any third party claim, and whether arising under contract, tort or otherwise;

"GST" means Goods and Services Tax payable in accordance with the Goods and Services Tax Act 1986;

"Intellectual Property" includes (whether in visible, electronic or any other form) brands, websites, contracts, data, goodwill, logos, formula, ingredients, techniques, delivery systems, pricing of products, manuals, know how, specifications, designs, drawings, copyright, patents and trademarks (if any) whether registered or not, software (source and object code), business strategies, customer details, confidential business information including market and marketing strategies, business contracts and all other intellectual property whatsoever owned by a party; and "Legislation" means any Act of Parliament, statutory regulation, subordinate legislation, deemed regulation (including local government or authority rule, regulations and bylaws) and includes any modification, amendment or re-enactment of any of the foregoing.

1.1 These Terms form a contract that applies between ASCL and you ("Client") in respect of installation of security cameras and CCTV systems and all associated or related services ("Services"), and end work in any format including security system ("End Work"), and any other incidental goods, work or services which are ancillary to Services or form part of End Works such as cameras or CCTV equipment ("Incidentals") supplied or provided by ASCL to the Client.

1.2 From time to time, ASCL may issue updated Terms which shall be deemed to be accepted 10 Business Days following ASCL sending such updated Terms to the Client. Any order of Services, End Work or other Incidentals following that date shall be governed by the updated Terms.

1.3 ASCL and the Client may agree in writing on special terms and conditions that either vary or are additional to these Terms. ASCL may vary these terms on 10 Business Days written notice to the Client. Otherwise these Terms will apply to all transactions between ASCL and the Client.

1.4 By the Client engaging ASCL's Services or continuing to instruct it after receiving or being notified of these Terms, and by providing ASCL work, the Client agrees to and is deemed to immediately accept the Terms (unless ASCL receives written notification from the Client otherwise and such change is expressly agreed to by ASCL in writing).

1.5 No waiver by ASCL of a term shall be deemed to be a waiver of any other term or subsequent breach.

1.6 These Terms constitute the entire understanding between ASCL and the Client.

2. SCOPE AND PROVISION OF SERVICES

2.1 ASCL shall take all reasonable steps to provide and complete Services, End Work or other Incidentals within stipulated timeframes and areas agreed with the Client. However, ASCL shall not be liable for any delay or failure to provide Services, End Work or other Incidentals whatsoever:

- If the Client fails to provide all necessary resources and correct information requested by ASCL in a timely manner;
- If the Client fails to pay or perform any matter agreed to be paid or performed;
- Due to any matter outside of ASCL's reasonable control, including strikes, lock outs, change in legislations and regulations, power cuts, third party interference, fire, flood, earthquake, acts of God or terrorism.

2.2 ASCL shall exercise the degree of skill, care and diligence ordinarily expected of a competent security consultant. However the Client acknowledges that any recommendations made by ASCL on security and CCTV solutions are based on the information provided by the Client and ASCL's recommendations do not constitute professional risk assessment advice.

2.3 Final positioning of End Works or other Incidentals shall be undertaken at the time of site visit or at the commencement of installation, whichever is more practical in ASCL's reasonable opinion. The Client agrees that any changes to End Works or other Incidentals required after completion of service will incur additional charges.

2.4 ASCL shall provide up to one hour of training in operation of End Works and other Incidentals at no extra charge during ASCL's working hours on a Business Day. Any additional training including site induction may be provided to the Client at the Client's request and such additional training will incur additional charges.

2.5 Unless the written quotation provided by ASCL expressly includes or the parties agree otherwise in writing, the following work do not form part of ASCL's Services:

- Cleaning up of the Client's site or premises following installation of End Works and other Incidentals does not form part of Services;
- Dedicated telephone line for the purpose of monitoring the security system;
- 240 volt AC power outlets to power End Works or other Incidentals;
- Interfacing with other systems and equipment;
- EAS gates or alarm control cabinets;
- Any lead paint contamination removal;
- Chasing, civil works and penetrations in the slabs walls or floors;
- Provision of fire stopping and sound stopping at penetrations;
- Installing earth systems and earth connections;
- Trenching, excavation, placement of conduit in trenches, backfilling and making good ground surfaces;
- Removal and replacement of ceiling tiles;

- Trailing cables for lifts equipment in lifts and lift interfaces;
- Provision of secure storage area;
- All touch-up painting and making good restoration of walls;
- Provision and installation of cable trays, conduit with draw wire and catenary wires; and
- Emergency repairs or attendances outside of ASCL's normal working hours.

3. CONFIDENTIALITY

3.1 All information received by ASCL in confidence about the Client which comes into its possession pursuant to or as a result of any contract between them including any password, alarm code, location of chattels and site plans ("Confidential Information") shall be kept strictly confidential during the continuance of this contract and after termination of this contract.

3.2 ASCL agrees to restrict access to Confidential Information to those of ASCL's clients, agents, officers, employees, contractors and third parties who strictly require access to it or other persons authorised by the Client in order to give effect to the Client's instructions, or if disclosure is required by law.

3.3 Both ASCL and the Client agree to keep the terms of this contract and all matters relating to it confidential at all times.

4. PRICE, PAYMENT AND NON-PAYMENT

4.1 If ASCL provides any quotations to the Client, such quotations must be in writing and shall only be valid for a maximum of 30 Business Days from their date of issue. The Client may accept the quote and order the Services by paying 50% of the quoted price as a deposit ("Deposit"). The Client may fulfil its obligation to pay the Deposit by arranging payment through Flexigroup or another approved finance/lease company.

4.2 ASCL does not issue verbal quotations, and any estimates expressed verbally do not bind ASCL until confirmed in writing. Quotations are based on rates and charges in effect at the date of the relevant quotation. Any increase in rates or charges (including the cost of Services, End Work or other Incidentals) may result in an equivalent increase in the quoted price. If a quotation expires, the Client shall obtain a new written quotation.

4.3 Where any Services are undertaken on a time charge basis, ASCL may purchase Incidentals as are reasonably required to provide Services. The cost of obtaining such Incidentals shall be payable by the Client. ASCL shall maintain records which clearly identify time and expenses incurred.

4.4 The price payable by the Client for Services, End Work or other Incidentals shall be the price quoted in the written quotation, or any other price agreed to between ASCL and the Client at the time the Services are agreed in writing or in the absence of such written agreement the price notified to the Client by ASCL on the date the Services, End Work or other Incidentals are first supplied. The onus is on the Client to confirm prices prior to provision of Services, End Work or other Incidentals.

4.5 In the absence of any written agreements to the contrary, ASCL shall only commence supply of Services, End Work or other Incidentals following its receipt of the Deposit. ASCL shall be entitled to ask the Client to make further deposit payments from time to time if the scope of Services is varied and the price is changed as a result of the variation.

4.6 ASCL will render to the Client an invoice upon completion of any Services, End Work or other Incidentals.

4.7 Unless otherwise stipulated in the written quotation, payment of each invoice shall be made by the Client:

- Into ASCL's bank account specified on the invoice;
- Free of any deduction or withholding, and with no right of set-off on account of any taxes or other duties, currency controls or any other matter;
- Immediately upon receipt of ASCL's invoice or as directed in the invoice.

4.8 Notwithstanding any other provision of these Terms, ASCL reserves the right to change payment terms at any time (including requiring progress payments for Services which are estimated to take longer than 20 Business Days). ASCL also reserves the right to vary its charges from time to time.

4.9 If the Client fails to pay an amount due under these Terms, ASCL may charge the Client:

- Interest on that amount from its due date until the date of payment at the rate which is ASCL's overdraft rate plus 2% per annum; and
- All legal and other costs, charges and expenses incurred in connection with the recovery of all outstanding amounts including ASCL's administration costs, solicitor costs, costs of any debt collection agency employed or contracted by ASCL.

4.10 ASCL's right to require payment of interest and other costs under clause 4.9 does not affect any other rights or remedies it may have relating to the Client's failure to pay an amount due under these Terms. Without limiting this clause or clause 4.7, the Client's payment obligation to ASCL in accordance with these Terms is unconditional, and the Client's failure to pay any invoice on the due date shall be an automatic default of these Terms and ASCL shall not be required to give the Client any prior notice of default.

4.11 Without prejudice to any other remedies which ASCL might have, ASCL shall be entitled to cease providing Services or other Incidentals or withhold delivery of End Work to the Client and/or cancel any contract with the Client if:

- (a) The Client fails to pay for Services, End Work or other Incidentals in accordance with these Terms;
- (b) The Client otherwise fails to comply with these Terms;
- (c) ASCL deems the Client's credit to be unsatisfactory;
- (d) The Client becomes bankrupt or enters into liquidation, whether compulsorily or voluntarily (other than for the purposes of amalgamation or reconstruction);
- (e) The Client has a receiver, administrator, or administrative receiver appointed in respect of the Client or any of the Client's assets or property;
- (f) The Client becomes subject to statutory management or any similar regime; or
- (g) The Client commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with any of its creditors.

Upon such cancellation and without prejudice to any other remedies which ASCL might have, all payments outstanding will become immediately due and payable to ASCL.

- 4.12** In accepting any payments from the Client, ASCL shall not be bound by any conditions or qualifications or other terms which the Client may have attached to those payments.

5. GST

- 5.1** ASCL's prices referred to in these Terms and in any quotation which may have formed the basis of a contract are exclusive of GST (unless expressly stated otherwise). The Client shall pay GST on the goods and services that are the subject of these Terms, as invoiced by ASCL and, if rendered on the same date or on the same invoice as the goods supplied, at the same time as payment for the goods and services to which the GST relates.

6. COMPLETION OF SERVICE

- 6.1** Completion of service is deemed to be effected when Services or End Works as set out in the quote, site plan or written agreement are completed.

- 6.2** Any estimates in respect of time of completion of Services or End Work agreed by ASCL are made in good faith but are only estimates and not commitments, and no delay in completion will entitle the Client to refuse to accept delivery of or cancel Services, End Work or other Incidentals or otherwise entitle the Client to any Damages whatsoever.

- 6.3** On completion of service ASCL retains ownership of and full rights in Services, End Work or other Incidentals until payment is made in accordance with clause 4.7. If ASCL retains ownership of Services, End Works or other Incidentals nonetheless, all risk for such Services, End Works or other Incidentals pass to the Client on completion.

- 6.4** If any of End Works or other Incidentals are damaged or destroyed following completion but prior to ownership passing to the Client, ASCL shall be entitled to receive all insurance proceeds payable for End Works or other Incidentals. The production of these Terms by ASCL is sufficient evidence of ASCL's rights to receive the insurance proceeds without the need for any person dealing with ASCL to make further enquiries.

- 6.5** It is further agreed that:

- (a) Until such time as ownership of End Works or other Incidentals shall pass from ASCL to the Client ASCL may give notice in writing to the Client to return such End Works and Incidentals to ASCL. Upon such notice being given the rights of the Client to obtain ownership or any other interest in such End Works and Incidentals shall cease;
- (c) The Client is only a bailee of End Works or other Incidentals and until such time as ASCL has received payment in full for Services, End Works or other Incidentals the Client shall hold any proceeds from the sale or disposal of End Works or other Incidentals on trust for ASCL;
- (d) Until such time that ownership in Services, End Works or other Incidentals passes to the Client, if such Services, End Works or other Incidentals are converted into other products, the Client agrees that ASCL shall be the owner of the end products; and
- (e) if the Client fails to return End Works or other Incidentals to ASCL then ASCL or ASCL's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises where End Works or other Incidentals are installed, stored or situated as the invitee of the Client and take possession of End Works and other Incidentals, and ASCL shall not be liable for any reasonable loss or damage suffered as a result of any action by ASCL or ASCL's agent under this clause.

9. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- 9.1** The Client acknowledges and agrees that:

- (a) These Terms constitute a security agreement for the purposes of the PPSA; and
- (b) A security interest is taken in all End Works or other Incidentals previously supplied by ASCL to the Client (if any) and all End Works or other Incidentals that will be supplied in the future by ASCL to the Client.

- 9.2** The Client undertakes to:

- (a) Sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which ASCL may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register ("PPSR");
- (b) Indemnify, and upon demand reimburse, ASCL for all expenses incurred in registering a financing statement or financing change statement on PPSR or releasing any End Works or Incidentals charged thereby; and
- (c) Not register a financing change statement or a change demand without the prior written consent of ASCL.

- 9.3** ASCL and the Client agree that nothing in sections 114(1)(a), 133 and 134 of PPSA shall apply to these Terms.

- 9.4** The Client waives the Client's rights as a debtor under sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of PPSA.

- 9.5** Unless otherwise agreed to in writing by ASCL, the Client waives the Client's right to receive a verification statement in accordance with section 148 of PPSA.



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- 9.6** The Customer shall unconditionally ratify any actions taken by ASCL under clauses 9.1 to 9.5.

10. THE CLIENT'S COVENANTS AND WARRANTIES

- 10.1** The Client agrees that it shall:

- (a) Provide to ASCL all necessary resources and information requested by ASCL in a timely manner;
- (b) Pay or perform any matter agreed to be paid or performed;
- (c) Promptly pay all invoices rendered by ASCL; and
- (d) Comply with all Legislation relevant to the Client's business, premises, sales, marketing or technical operations.

11. LIMITATION OF WARRANTY/LIABILITY

- 11.1** Where the Client acquires Services, End Work or other Incidentals for the Client's business use or investment purposes all implied warranties, guarantees and remedies in the Consumer Guarantees Act 1993 are excluded. The Client further agrees that the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or implied by the common law will not apply and are expressly excluded from these Terms to the maximum extent permitted.

- 11.2** Subject to the limitations set out in these Terms ASCL warrants that security camera systems supplied or provided by ASCL to the Client will generally comply with the description in the written quotation or are suitable for the conditions required by the Client as such conditions were advised by the Client to ASCL prior to the commencement of installation.

- 11.3** ASCL's warranties shall not apply where:

- (a) End Works or other Incidentals are tampered with by any person other than a technician approved by ASCL;
- (b) End Works or other Incidentals are damaged by storm, lightning, flood, fire, earthquake, other natural disasters or any other act of God;
- (c) End Works or other Incidentals are damaged due to animals, persons or other things landing on any part of End Works or other Incidentals;
- (d) End Works or other Incidentals are damaged by vandalism or theft, power surges or faulty fuses;
- (e) Consumable components of End Works or other Incidentals are depleted and require replacement;
- (f) Components are connected to existing systems or networks which were not installed or otherwise provided by ASCL;
- (g) Components are issued or provided by the Client are to be reused; or
- (h) ASCL's cabling are damaged through no fault of ASCL and ASCL's warranties do not extend to power supply units, baluns, DC Plugs and any other connectors.

- 11.2** The Client agrees and acknowledges that ASCL and its officers, employees or contractors shall not in any case whatsoever be liable for:

- (a) Any special, incidental, indirect, punitive or consequential damages; loss of profit, revenue, goodwill, use or the costs of procuring substitute End Works, Incidentals or Services;
- (b) Damages in the aggregate, exceeding \$250,000 or 500% of the value of the payments actually received by ASCL from the Client under these Terms;
- (c) Damages in respect of any claim:
 - (i) Made more than 3 months from the date the Client becomes aware of the circumstances leading to that claim or from the date the relevant cause of action arose;
 - (iii) Arising in connection with the Client's failure to comply with relevant Legislation and legal requirements relevant to the Client's business, premises, sales, marketing or technical operations;
 - (iv) Any matter related to the events stipulated in clause 11.3;

- 11.3** If ASCL recommends, suggests or introduces to the Client a third party contractor (which may include Flexigroup or other finance or lease companies), the Client agrees that any contracts entered into by the Client with third party contractors are contracts directly between the Client and the third party contractor. The parties agree that ASCL shall not in any case whatsoever be liable for Damages in respect of the aforesaid contracts between the Client and the third party contractor.

- 11.4** ASCL holds a public liability insurance policy (with business advice or service extension) with a limit of \$2,500,000. The limit of such policy may change without notice.

12. INDEMNITY

- 12.1** The Client indemnifies ASCL from and against Damages ASCL or its officers, principals, employees, contractors or agents sustains or incurs (directly or indirectly) arising out of or resulting from:

- (a) Any breach of these Terms including without limitation, any warranty or covenant provided by the Client;
- (b) Any claim by any third party arising from any act or omission of the Client in connection with these Terms (whether negligent or not);
- (c) Without limiting the foregoing, any negligent, wilful, reckless or unlawful act or omission of, or any intentional misconduct by the Client in connection with these Terms; or
- (d) Any claim by the Client, to the extent that such claim is beyond the scope of ASCL's liability to the Client under these Terms.

13. HEALTH AND SAFETY

- 13.1** To the extent that ASCL is working from its own premises or sites owned or controlled by ASCL, ASCL shall be responsible for its own health and safety

in the workplace and shall comply with the requirements of the Health and Safety in Employment Act 1992 and all current health and safety legislation.

- 13.2** To the extent that ASCL is working from a site that is not owned or controlled by ASCL as required or directed by the Client, the Client will bear the cost for any compliance with all relevant health and safety matters in respect of ASCL and ASCL's personnel (including its officers, employees and contractors) and to the extent that the Client controls or owns the relevant site, the Client shall be fully responsible for all health and safety obligations.

14. DISPUTE RESOLUTION

- 14.1** Either party may give the other party notice of any dispute arising in respect of, or in connection with, these Terms ("Dispute").
- 14.2** In the event of a notice being given pursuant to clause 14.1 above, then the parties must:
- Meet to discuss the Dispute and make a genuine effort to resolve the Dispute; and
 - If no resolution of the Dispute has occurred within 10 Business Days from the date of the notice given in accordance with clause 14.1, then either party may take whatever steps they see fit to resolve the Dispute.
- 14.3** Nothing in this clause 14 shall prevent a party making application to a court for an injunction or other urgent interlocutory relief.

15. OWNERSHIP OF INTELLECTUAL PROPERTY

- 15.1** The Client shall own or have rights in all of the Intellectual Property provided by the Client to ASCL to enable ASCL to complete Services in accordance with these Terms and warrants that the Client owns or has sufficient rights in such Intellectual Property to enable ASCL to perform Services or provide End Works and other Incidentals without breaching any third party rights.
- 15.2** ASCL owns or has rights in all of its Intellectual Property introduced by ASCL to complete Services and licences such rights in ASCL's Intellectual Property in End Works to the Client to the extent required for the Client to use End Works and other Incidentals.
- 15.3** Notwithstanding clauses 15.1 and 15.2, neither party may utilise the Intellectual Property of the other for any purposes other than to complete or utilise Services, End Works and other Incidentals without the prior written consent of the other.

16. PRIVACY ACT 1993 AND ELECTRONIC COMMUNICATION

- 16.1** The Client authorises ASCL to:
- Collect, retain and use any information about the Client, for the purpose of assessing the Client's creditworthiness or supplying Services, End Work or other Incidentals to the Client; and
 - Disclose information about the Client, whether collected by ASCL directly or obtained by ASCL from any other source to any credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 16.2** The Client shall have the right to request that ASCL provides the Client a copy of the information about the Client retained by ASCL and the right to request ASCL correct any incorrect information about the Client held by ASCL.
- 16.3** The Client acknowledges and agrees that ASCL may send to the Client newsletters, product information and information about sales or special offers or other related product information (including third party information) by email or otherwise. The Customer may unsubscribe from receiving such email correspondence by utilising the "unsubscribe" function in the first or any subsequent email sent as authorised by this clause.

17. GENERAL

- 17.1** Any waiver of any Terms or other terms and conditions in any agreement the Client has with ASCL shall be in writing.
- 17.2** The Client may not assign all or any of the Client's rights or obligations under these Terms without ASCL's prior written consent.
- 17.3** ASCL may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 17.4** ASCL is not bound, unless otherwise stated in these Terms, by any error or omission on any invoice, quotation, or other document or statement issued by ASCL.
- 17.5** Where ASCL has rights and remedies at law or otherwise in addition to the rights set out in these Terms, those rights and remedies shall continue to apply.
- 17.6** Failure by ASCL to enforce any of the Terms shall not be deemed to be a waiver of any of the rights or obligations ASCL has under these Terms.
- 17.7** If any of these Terms or part thereof are held to be invalid, illegal, unenforceable or void for any reason, all of the remaining Terms or part thereof shall remain in full force and effect.
- 17.8** These Terms are governed by the law of New Zealand and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand.



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