

HELIX COMPUTER SERVICES LIMITED - TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Customer" means any person purchasing goods and services from HELIX COMPUTER SERVICES LTD and any person acting on behalf of and with the authority of that person.
- 1.2 "Products" means all goods and services supplied by HELIX COMPUTER SERVICES LTD to the Customer.
- 1.3 "Price" means the cost of the Products as agreed between HELIX COMPUTER SERVICES LTD and the Customer and includes all insurance charges, freight costs or any fee associated with the supply of Products by HELIX COMPUTER SERVICES LTD to the Customer subject to clause 3 of this contract.
- 1.4 "HELIX" means HELIX COMPUTER SERVICES LTD, or any agents or employees thereof.

2. ACCEPTANCE

- 2.1 Any instructions received by HELIX COMPUTER SERVICES LTD from the Customer for the supply of Products shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. PRICE

- 3.1 Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as such Products are sold by HELIX COMPUTER SERVICES LTD at the time of the contract.
- 3.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of HELIX COMPUTER SERVICES LTD between the date of the contract and delivery of the Products.

4. PAYMENT

- 4.1 Unless otherwise agreed payment for Products shall be made in full within 20 days after the end of the month in which the Products are delivered or supplied to the Customer ("the due date").
- 4.2 For projects with a value in excess of NZ\$2000.00 + GST, a deposit of 50% will be required prior to work commencing and product being ordered.
- 4.3 Interest may be charged on any amount owing after the due date at the rate of 2% per month or part month.
- 4.4 Any expenses, disbursements and legal costs incurred by HELIX COMPUTER SERVICES LTD in the enforcement of any rights contained in this contract shall be paid by the Customer, including any actual solicitor's fees or debt collection agency fees.
- 4.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such instrument is paid in full.
- 4.6 HELIX COMPUTER SERVICES LTD shall be entitled to set and amend at any time, a limit on any credit arrangement offered to the Customer, and without notice to terminate or suspend any credit arrangement with Customer in the event of:
 - (a) The Customer defaulting in any term or condition contained herein or in any Agreement; or
 - (b) The Customer's actions, statements or conduct repudiates the contract by making it clear it does not intend to perform its obligations under it,and in either event all monies owing by the Customer to HELIX COMPUTER SERVICES LTD shall be immediately due and payable notwithstanding that the time(s) for payment is yet to arrive.

5. RISK

- 5.1 The Products remain at HELIX COMPUTER SERVICES LTD's risk until delivery to the Customer.
- 5.2 Delivery of Products shall be deemed complete when HELIX COMPUTER SERVICES LTD gives possession of the Products directly to the Customer or possession of the Products is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.

6. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 6.1 Title in any Products supplied by HELIX COMPUTER SERVICES LTD passes to the Customer only when the Customer has made payment in full for all Products provided by HELIX COMPUTER SERVICES LTD and of all other sums due to HELIX COMPUTER SERVICES LTD by the Customer on any account whatsoever. Until all sums due to HELIX COMPUTER SERVICES LTD by the Customer have been paid in full, HELIX COMPUTER SERVICES LTD has a security interest in all Products. The Customer waives its right to receive a verification statement in respect of any financing statement or financing change statement relating to such security interest.
- 6.2 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 HELIX COMPUTER SERVICES LTD 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 HELIX COMPUTER SERVICES LTD as security for the full satisfaction by the Customer of the full amount owing between HELIX COMPUTER SERVICES LTD and Customer.
- 6.3 The Customer gives irrevocable authority to HELIX COMPUTER SERVICES LTD 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 HELIX COMPUTER SERVICES LTD 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. HELIX COMPUTER SERVICES LTD 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. HELIX COMPUTER SERVICES LTD 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 HELIX COMPUTER SERVICES LTD reasonably determines on account of wear and tear, depreciation, obsolescence and costs.

- 6.4 Where Products are retained by HELIX COMPUTER SERVICES LTD pursuant to clause 6.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
- 6.5 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 or 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 HELIX COMPUTER SERVICES LTD remains unpaid.
 - (e) The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets.
 - (f) A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

7. PAYMENT ALLOCATION

- 7.1 HELIX COMPUTER SERVICES LTD may in its discretion allocate any payment received from the Customer towards any invoice that HELIX COMPUTER SERVICES LTD 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 HELIX COMPUTER SERVICES LTD, payment shall be deemed to be allocated in such manner as preserves the maximum value of HELIX COMPUTER SERVICES LTD's purchase money security interest in the Products.

8. DISPUTES/RETURN OF PRODUCTS

- 8.1 No claim relating to Products will be considered unless made in writing within fourteen (14) days of delivery.
- 8.2 All Products must be carefully checked upon receipt. No claims will be accepted if the Products have been converted in any way.
- 8.3 Returns will only be accepted if the Products supplied are not in accordance with the Customer's order.

9. WARRANTY

- 9.1 Manufacturer's warranties may apply.

10. LIABILITY

- 10.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon HELIX COMPUTER SERVICES LTD which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on HELIX COMPUTER SERVICES LTD, HELIX COMPUTER SERVICES LTD's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 10.2 Except as otherwise provided by clause 10.1 HELIX COMPUTER SERVICES LTD shall not be liable for any loss or damage of any kind whatsoever, arising from the supply of Products by HELIX COMPUTER SERVICES LTD to the Customer, including consequential or indirect loss nor any loss of profits, revenue, business opportunity, goodwill and/or anticipated savings whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise.
- 10.3 The Customer shall indemnify HELIX COMPUTER SERVICES LTD 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 HELIX COMPUTER SERVICES LTD or otherwise, brought by any person in connection with any matter, act, omission, or error by HELIX COMPUTER SERVICES LTD its agents or employees in connection with the Products.

11. CONSUMER GUARANTEES ACT

- 11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from HELIX COMPUTER SERVICES LTD for the purposes of a business in terms of section 2 and 43 of that Act.

12. COLLECTION AND USE OF INFORMATION

- 12.1 The Customer authorises HELIX COMPUTER SERVICES LTD to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products provided by HELIX COMPUTER SERVICES LTD to any other party.
- 12.2 The Customer authorises HELIX COMPUTER SERVICES LTD to disclose any information obtained to any person for the purposes set out in clause 12.1.

12.3 Where the Customer is a natural person the authorities under clauses 12.1 and 12.2 are authorities or consents for the purposes of the Privacy Act 1993.

13. MISCELLANEOUS

13.1 HELIX COMPUTER SERVICES LTD shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

13.2 Unless otherwise requested in writing, the Customer consents to receiving e-mails, faxes and other communications from HELIX COMPUTER SERVICES LTD

providing the Customer with information about HELIX COMPUTER SERVICES LTD and Products that may be of interest to the Customer.

13.3 Failure by HELIX COMPUTER SERVICES LTD to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations HELIX COMPUTER SERVICES LTD has under this contract.

13.4 If any provision of this contract 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.