

Terms and Conditions of Trade (“T&Cs”)

Acknowledgement

- As a client of Inspector Tech you acknowledge you have read and understood Inspector Tech’s T&Cs.

Parties

- Snaffles Limited trading as Inspector Tech (hereinafter referred to as “Inspector Tech” or “We” or “Us” or “Our”) and
- the customer of Inspector Tech (hereinafter referred to as “the Client” or “You”) who is the person, firm, trustee, company or other incorporated body purchasing goods or services from Inspector Tech.

Conditions of Sale of Goods

- All sales of goods and services by Inspector Tech made subject to these T&Cs which the Client accepts.

Warranty

- Most new hardware is covered with a return to workshop parts and labour warranty for a period of 12 months from the date of invoice. Software and consumable-type goods are not covered by any warranty.
- Although every care is taken to ensure that any second hand goods supplied by Inspector Tech are of merchantable quality, no warranty is expressed or implied unless otherwise stated.
- Warranty will be void if goods Security label/s are found tampered with.
- Warranty does not cover any damage to other equipment used in conjunction with the warranted goods.
- Inspector Tech shall not be responsible for any lost data or software except where an express written undertaking to the contrary has first been provided by Inspector Tech.

Charges and Payment

- All prices quoted shall be exclusive of GST and in New Zealand dollars unless otherwise specified.
- We reserve the right to adjust prices without notice or in the case of any quote, with notice as may relate to the “goods only” component of a quote.
- We may require payment in advance for the supply of any hardware or software.
- Payment, other than any pre-payments, for all goods and services is required upon supply of a GST invoice or as may otherwise be agreed in writing between Us and the Client.

Scope of Services

- Inspector Tech is the Clients’ primary point of contact for all systems on the network.
- If Inspector Tech is unable to remedy a problem, Inspector Tech will work with the appropriate outside vendor until a resolution is reached.

- The Client understands that additional expenses may be incurred when an outside vendor is required to solve a particular problem and the Client agrees to reimburse Inspector Tech for any such expenses.

Deposits

- A pre-paid deposit of 30% is required for any work that is, or is estimated to be, worth in excess of \$10,000 or the materials component is or in excess of \$5000.

Accounts

- Payment for new clients is due upon completion of work and supply of the corresponding GST invoice.
- Payment of invoices in connection with any credit account arranged for ongoing clients is due within 7 days of invoicing.
- We reserve the right to cease work until any overdue payment is made.
- In the event of payment default by the Client, the amount outstanding may be passed on to a debt collection agency for recovery.
- The Client shall be responsible for paying Inspector Tech's reasonable collection costs (such as legal costs, losses and expenses incurred by Inspector Tech in recovering any such unpaid monies).

Delivery of Goods

- Any charges for handling (including packing materials) and freight charges are extra costs payable by the Client.
- The most cost effective delivery method will usually be chosen where not included within a call out charge.
- We shall not be responsible for damage to any goods in transit unless We are delivering them ourselves. Claims for losses or damage to goods in transit through other delivery agencies must be made directly to the agency involved.

Restocking Fee

- If an item is returned to Inspector Tech because it is faulty and under test it is found not faulty; a restocking fee of 30% of the value of the item will apply. We will not accept returned goods that have been purchased in error without prior express agreement.
- If you need assistance with correctly identifying goods please let Us know. If We make an error of identification, We will accept returned goods.

Cancellation of On-Site appointments

- The Client is required to give Inspector Tech no less than 4 hours prior notice of cancellation of an arranged on-site job start time. Failure to provide such notice will result in the minimum callout fee being charged.

Peak Demand Periods

- Inspector Tech will make its best efforts to respond to Client's needs within any implied or agreed time frame.
- The Client understands there may be occasional peak demand periods when Inspector Tech needs to prioritise Clients according to the likely impact on their business.

Loss of Service

- The Client acknowledges that while Inspector Tech will make every attempt to select the most reliable systems, the level of continuity and efficient running can be affected by the Client's IT budget.
- Inspector Tech will use its best endeavours to perform the Services by any date notified to the Customer, but will not have any liability to the Customer for failing to do so.

Risk of Data Loss

- The Client assumes all risk of data loss whatsoever and howsoever in connection with Inspector Tech's supply of goods or services.
- Where such potential data loss is important to the Client, the Client shall be responsible for all data backup prior to any work undertaken by Us.

Computer Viruses, Spyware & Adware

- We will take all reasonable care in protecting the Client's computer systems from computer Viruses, Spyware & Adware, however, the Client assumes all risk associated with computer Viruses, Spyware & Adware.
- In the event of any such problems, the Client is responsible for the costs of consulting time and any goods or services related to the removal of any such computer Viruses, Spyware or Adware.

Property and Risk

- Despite the Client having possession of any hardware or software supplied by Us, ownership shall not pass to the Client until corresponding payment occurs (in other words they are not supplied on credit unless expressly stated in writing). Notwithstanding, risk in and insurance of any goods supplied shall pass to the Client at the point of delivery.

Disposal of uncollected goods

- If the Client fails to collect goods after completion of Our services, Inspector Tech will notify the Client by phone or email to advise that services have been completed. If, after one (1) month of such notification, the Client has not paid for Our services, the corresponding goods will be considered "abandoned" and Inspector Tech may, in its absolute discretion, dispose of such goods to offset monies owed by the Client.

Disclaimers

- Any claims for unsatisfactory goods or services must be made in writing within 7 days of issue of Our GST invoice.
- We are only obliged to deliver goods and services in accordance with their general description, whether or not a special description may have been given or implied by law.
- The Client acknowledges and agrees that Inspector Tech has not given any representation or warranty as to the quality, state or condition of third party proprietary goods supplied or, unless asked and so given in writing, that the goods are fit for any particular purpose.
- We shall not be liable for any statement, representation or warranty made by any employee, agent or contractor relating to the goods or workmanship supplied by Us or for any negligence or wilful default by the manufacturer or supplier of the goods or services provided to the Client.

- Notwithstanding any other provision in these T&Cs, where the goods are consumer goods and are supplied for business purposes the Consumer Guarantees Act 1993 shall not apply.
- Inspector Tech may record inbound and outbound telephone calls for record keeping, training or quality assurance purposes. We strive to maintain the integrity of these recordings and do everything we can to meet our obligations regarding the collection of personal information under the Privacy Act 1993.
- All parts are subject to availability. All prices exclude GST, freight and may change without prior notice.
- All company and product names are registered® or trademarks™ of their respective IP holders. Use of these does not suggest any affiliation with or endorsement by them.
- Any above disclaimer is subject to unlawful “contracting out” of statute.

Disputes

- Any dispute shall, at the option of Inspector Tech, be referred to the jurisdiction within New Zealand that Inspector Tech believes is most cost effective.
- The Client hereby waives any right they may have to claim that the above submission to jurisdiction is an inconvenient forum.

Laws

- If any parts of these T&Cs shall be held to be illegal, unenforceable or invalid, the remaining parts shall continue in full force and effect.
- The laws of New Zealand shall govern these T&Cs.

Trademarks

- Inspector Tech does not authorise the Client to use Inspector Tech's or any third party's trademarks, names, copyright or other associated intellectual Property (“IP”). To use such IP, prior written approval must be given by Inspector Tech or the relevant IP owner.

Inspector Tech undertaking to Solve Computer Problems

- Inspector Tech undertakes to provide a viable solution to all Client computer problems. However, the Client must allow Inspector Tech appropriate time to diagnose and identify such a viable solution – which time is chargeable.
- To assist in minimising the diagnosis time and to improve the likely end result; the Client shall where possible provide copies of licensed software, and/or the required access to the Client's hardware and peripherals. Where the manufacturer no longer stocks the required replacement hardware or software, the Parties shall discuss and agree to the best resolution path possible in the circumstances.
- If the Client desires an alternative solution to that offered by Inspector Tech, then Inspector Tech cannot necessarily guarantee such alternative solution.

Inspector Tech Service undertaking

- If We return to your site to repeat work not properly completed, there will be no additional work or call out charges.
- If We miss the premium-rated 2 hour on-site response time that We aim for, you will only be charged the regular response charge rates.
- If our repair work once completed is found unsatisfactory, We will either: a): repair at no further labour charge or b): cease further work and refund any labour charges and call out fees applicable to that point.