



# Terms & Conditions of Sale

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## LEGAL AGREEMENT – Customer agrees to the following

### TERMS AND CONDITIONS OF SALE

This Agreement contains the terms and conditions that apply to your purchase from Digion Computers ("Digion Computers" or "We") being the entity named on the invoice that will be provided to you ("Customer") on orders for computer systems, related products, services and support ("products") to be delivered to Customer. By accepting delivery of the products Customer agrees to be bound by and accepts these terms and conditions.

THESE TERMS AND CONDITIONS APPLY, UNLESS (i) CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH DIGION COMPUTERS, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN THE RELATIONSHIP OR (ii) OTHER DIGION COMPUTERS STANDARD TERMS REFER TO AND APPLY TO THE SUPPLY OF PRODUCTS.

### QUOTATIONS

Quotations are subject to acceptance within 7 days. Quotations are based on the cost of products and/or services, labor and materials on the date of the quote. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the Customer requires changes in the shipping subsequent to acceptance, the right is reserved to change the price quoted. Unless otherwise confirmed by us in writing, all prices given are exclusive of any goods and services tax and at the same time that payment is made under these terms, an amount equal to any goods and services tax must also be remitted to Digion Computers together with any] duties, insurance, carriage, set off or abatement.

### PRICING, SPECIFICATIONS & AVAILABILITY

Prices, specifications, and availability of products are subject to change without notice. Changes will not affect orders that have already been accepted. Due to the volatile nature of the computer market, descriptions may not reflect current technical information. Any typographical, photographic, or specification error in product, pricing, or offers is subject to correction. Published prices do not include shipping and insurance. In the event of stock unavailability, if a Customer has chosen to purchase and wait for stock, the prices are fixed at the time of sale.

### PURCHASE AND SALE

The Customer hereby orders from Digion Computers, the product(s) listed on and for the price set out ("the purchase price") in the tax invoice attached to and forming part of these terms and conditions. Digion Computers agrees to sell the product(s), and the Customer agrees to accept delivery of the product(s) upon the terms and conditions contained in this document.

### PURCHASE PRICE

Customer shall pay the purchase price plus any goods and services tax in respect of the supply to the Customer being a supply under the New Zealand Goods and Services Tax Act and any applicable shipping and handling fees as specified on the invoice and any sales, or other applicable taxes levied on or measured by such purchase price, or arising from the use of the product(s) and any parts or maintenance supplied, including, without limitation, any additional sales, use, gross receipts, privilege, excise, value added, or personal property taxes unless otherwise specified in writing in this document.

### ORDER ACCEPTANCE POLICY

The Customer's receipt of an electronic or other form of order confirmation does not signify our acceptance of any order, nor does it constitute confirmation of our offer to sell. Digion Computers reserves the right at any time after receipt of any order to accept or decline such order for any reason. Digion Computers reserves the right at any time after receipt of any order, without prior notice, to supply less than the quantity ordered. We may require additional verifications or information before accepting any order.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Digion Computers shall be subject to correction without any liability on the part of Digion Computers.

### ORDERS FOR COLLECTION

Customers must collect all orders within two weeks of the invoice date.

### ORDERS FOR DELIVERY

Delivery of the products shall be made by us to the address for delivery shown in the Order Form. Customer must ensure delivery address is accurate and complete delivered in accordance with Customer's delivery instructions; Customer is responsible for the same. Digion Computers responsibility for everything other than damage due to negligence or due to a manufacturing design or design fault will cease upon delivery.

Digion Computers will do all that is reasonably possible to meet the date given for delivery or, if no date has been agreed, within 30 days of the order date. Digion Computers cannot be held responsible for delays beyond our control. If we are unable to make the delivery date Customer will be contacted. If delivery cannot be made within 30 days of the given delivery date Customer will be entitled to either arrange a revised date or cancel the order and receive a full refund.

If the order is a multiple order and cannot be delivered as a whole order, Customer will be informed and can arrange to have multiple orders delivered on mutually agreeable dates. In this instance delivery will be said to be made in installments. Each delivery shall constitute a separate contract and any failure by us to deliver any one or more of the installments in accordance with these conditions, or any claim by you in respect of any one or more installments will not entitle you to treat the contract as a whole as repudiated.

If Digion Computers fails for any reason within its control to fully/partially deliver the products any reimbursement shall be no more than the price of the products, together with any delivery and/or reasonable return costs.

**WARRANTY, CANCELLATION AND RETURNS**

These terms and conditions are subject to the guarantees and remedies set out in the New Zealand Consumer Guarantees Act and Digion Computers is not liable for any loss or damage that the Customer claims except to the extent that such loss or damage comprises a remedy under the New Zealand Consumer Guarantees Act. Customer shall inspect the product(s) at the time of collection and shall notify Digion Computers of any defects or discrepancies within 14 days of the receipt of product(s). Absent such notification, Customer shall be deemed to have accepted the product(s). Digion Computers is not liable for any damage caused once product(s) are deemed accepted.

Any defective product(s) that are returned to Digion Computers must be adequately and securely packaged by Customer prior to shipment. Customer must include original box, packaging, all manuals, drivers and accessories and original receipt for all refunds, exchanges, and warranty repair services.

Digion Computers reserves the right to replace defective parts with equivalent parts, new or refurbished, as Digion Computers deems necessary. Digion Computers will refund purchases within 14 days of receipt in most instances. We reserve the right to withhold any refund after 14 days.

A \$35 labour fee plus any goods and services tax and or value added tax will be assessed if the products are returned and found to be non-defective.

Products that have been subjected to abuse, misuse, alteration, neglect or unauthorized repair or installation, as determined solely by Digion Computers, are not covered by this warranty. Any alterations, additions, improvements or attachments to the product(s) not authorized in writing by Digion Computers shall be deemed to be a waiver of this warranty by Customer and shall render this warranty null and void. Digion Computers shall return repaired or replaced product(s) to Customer, at its expense, via regular ground service within the Commonwealth of Australia. Shipping charges by all other methods and to all other destinations shall be borne by Customer. The warranty does not extend beyond the original purchase of product(s) from Digion Computers. Any equipment used in conjunction with products purchased from Digion Computers is not covered under this warranty.

Unless the total value of products exceeds \$10,000, Digion Computers warrant for a period of three months after delivery of any computer hardware, the products:

- (a) are of acceptable quality;
- (b) match their description;
- (c) are fit for their purpose in the event that they were supplied to Customer pursuant to Your written and disclosed purpose;
- (d) are unencumbered;
- (e) match any sample or demonstration model represented to the Customer.

This warranty does not apply if Customer buy the products to re-supply or if Customer wish to use the products as part of a business to manufacture or use for something else or to repair or otherwise use on other goods.

Due to the nature of Software and Games, refunds are available if they are unused. The unique license must not have been activated. Refunds on software and games that have been opened, used or activated are available only if the disk is faulty or damaged and such fault or damage is attributed to Digion Computers own act or omission.

**DOA POLICY**

Any new, unused, unsold, undamaged product that proven to be defective within 14 days of the invoice date shall be deemed as defective-on-arrival ("DOA"), subject to verification by Digion Computers.

DOA products MUST be claimed with Digion Computers within 14 days of the invoice date. Digion Computers reserves the rights to repair, exchange or issue credit to customer on DOA product.

**CANCELLATION AND RETURNS POLICY**

Customer has the right to cancel the contract from the date the order was placed and up to seven working days after delivery, (beginning the day after delivery). The products must be unopened and in a perfect resellable condition. Products made to Customer's chosen specification (i.e. custom built) cannot be returned under the 14 days "cooling off period".

To exercise the right of cancellation, Customer must provide notice to Digion Computers giving details of the products ordered and (where appropriate) their delivery.

Digion Computers will refund or re-credit Customer within 30 days for any sum that has been paid by Customer for the products excluding any direct charges incurred by the Digion Computers.

Customer has a duty of care, under these terms, to take care of the products so that they may be sold again as new, by Digion Computers. Any resulting loss in value for products not kept so that they may be sold again as new may be sought from Customer. Customer agrees to deliver products back to Digion Computers or make the products freely available at the original delivery address, to Digion Computers or his authorized agent, within 7 days of cancellation, for collection on a working day.

If Customer wishes to cancel an order for a computer that has entered the building process but not yet been dispatched, a cancellation charge of \$30 plus any goods and services tax will apply. This is to cover the costs incurred by Digion Computers for processing your order.

**PAYMENT**

Full payment is due on collection and products will not be released to Customer until payment has been made. For orders requiring shipment, full payment is due at the time an order is placed.

**DATA PROTECTION**

Digion Computers receives orders and payments via a secure server. Digion Computers will take all reasonable precautions to keep the details of Customer's order and payment secure. Digion Computers will only use the personally identifiable information Customer provides for the purpose of fulfilling an order. Digion Computers will observe the Privacy Act 1988 in respect of any personal information it accesses under this Agreement.

**JURISDICTION AND VENUE**

These terms of sale and the supply of the products will be subject to the laws of the New Zealand, and parties submit to the jurisdiction of the courts of the New Zealand in respect of any dispute arising under this contract

**LIMITED HARDWARE WARRANTY POLICY**

If in the reasonable opinion of Digion Computers and during the warranty period the products are faulty Customer may be entitled to a refund or replacement products identical to or of similar value with the faulty products or receive compensation for the drop in value of the products caused by the fault. Customer may not reject any products when they have been thrown away, destroyed, lost or damaged through no fault of Digion Computers after delivery to Customer or if the products have been attached to other property and cannot be removed without damage or if the warranty period has expired. Due to the susceptibility of software to bugs and malfunctioning and any other faults, which are beyond the control of Digion Computers Customer will only be entitled to a remedy on faulty software at the discretion of Digion Computers.

Subject to all laws in force from time to time, Digion Computers is not liable for faults and or product failure due to, but not limited to, the following reasons:

- Improper installation or handling or non-compliance with instruction manual or other warranty provider instructions.
- Accident, abuse, misuse, neglect, normal wear and tear, corrosion, physical damage, rusting and staining, and all other forms of improper usage.
- Damage from external causes and natural disaster, such as flood, storm, fire, sand, dirt, earthquake, an Act of God, exposure to sunlight, weather effect, lightning, moisture, water, liquid, heat, vibration, corrosive environment, electrical surge, battery leakage, theft or damage caused by the connection to other products not recommended for interconnection.
- Any Product that has had its serial number altered, defaced or removed.
- Insufficient or excessive electrical supply.
- Abnormal mechanical or environmental conditions.
- Unauthorized disassembly, alterations, repairs or modifications.
- Damage to the Product or it being rendered ineffective due to putting in, using, or attempting to put in or use, products/modules/parts/components that are: (i) not designed to specifications provided in the user guide or at our web site, (ii) incompatible with the Product, and/or (iii) counterfeit products/modules/parts/components. Whether a product/module/part/component is incompatible or a counterfeit shall be at our sole determination.
- Installation of any incompatible third party application or any corrupted application or content that affects the Product's software or firmware.
- Damage or loss of data due to (i) interoperability with current and/or future versions of operating systems or other current and/or future software and hardware, (ii) a computer virus, worm, Trojan horse or memory content corruption, or (iii) malfunction of or defect in the Product.
- In the case of communications products, the use of the Product outside the borders of the country that it is intended for (as indicated by any local telecommunication approval stickers).

Subject to all laws in force from time to time, Digion Computers shall further not be liable for:

- Loss of data during the use or attempted use of the Product or any of our or our affiliated companies' service(s). Data retrieval or recovery is not covered under this warranty, and is not part of the warranty repair or exchange process.
- Damage to other products, including but not limited to personal computers, used with the Product.
- Third party charges and costs incurred by Customer for troubleshooting, removing, servicing, repairing or installing any Product(s) or Software or third party-branded products or software.
- Damage resulting from a third party-branded product or software that causes the Product to fail.
- Any consequential, indirect or incidental damages, lost profits, lost savings, loss of business investments, loss of goodwill, or interference with business relationships as a result of lost data and from the usage of the Product or any of our or our affiliated companies' service(s).
- Any period of time the Product is at the service center or in transit.

**SUBJECT TO ALL LAWS IN FORCE FROM TIME TO TIME IN NO EVENT SHALL DIGION COMPUTERS BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR BUSINESS OPPORTUNITIES, AND IN NO EVENT SHALL DIGION COMPUTERS' LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT(S).**

**ABANDONED EQUIPMENT**

Any equipment unclaimed for 90 days from the date on initial service, become the property of Digion Computers.

**MISCELLANEOUS**

Digion Computers may amend any terms and conditions at any time and take effect upon printing. This document sets forth the entire and final understanding of Customer and Digion Computers pertaining to the subject matter hereof and supersedes all prior agreements, whether oral or written, and shall not be amended except by a written agreement signed by both parties. Digion Computers' agents have no authority to make representations, warranties or promises, which are not contained in this document. The failure of either party to enforce at any time, or for any period of time, the terms of this document shall not be construed as a waiver of such terms or the rights of such party thereafter to enforce each term contained herein.