

SLS TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Customer" means the Customer, any person acting on behalf of and with the authority (actual or ostensible) of the Customer, or any person purchasing Services or Products from Streamlined Litigation Support Limited.
- 1.2 "Price" means the cost of the Services or Products as agreed between SLS and the Customer and includes all disbursements e.g. charges SLS pay to others on the Customer's behalf subject to clause 4 of this contract.
- 1.3 "Products" means all software products, services and training as detailed in any current price list provided to the Customer or as advised to the Customer by SLS.
- 1.4 "Services" means all services provided by SLS to the Customer including all technical advice and all charges for time and attendances, or any fee or charge associated with the supply of Services by SLS to the Customer.
- 1.5 "SLS" means Streamlined Litigation Support Limited including any of its authorised agents or employees.

2. ACCEPTANCE

- 2.1 Any instructions received by SLS from the Customer for the supply of Services or Products will constitute a binding contract and acceptance of the terms and conditions contained herein.

3. CONFIDENTIAL INFORMATION

- 3.1 Each party will keep confidential all confidential information of any nature, and in any form, obtained from the other party ("Confidential Information"), and will not disclose this information to a third party without the consent of the other party. Each party shall ensure that its employees, subcontractors and agents abide by these obligations of confidentiality. Confidential information does not include information required to be disclosed by law; or is generally known and available without a party having breached its obligations under this clause; or is, or has been, independently and lawfully acquired or developed without the benefit or use of the other party's Confidential Information.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Services or Products will be deemed to be sold at the current amount as such Services or Products are sold by SLS at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Services or Products that is beyond the control of SLS between the date of the contract and delivery of the Services.
- 4.3 The price is exclusive of Goods and Services Tax. The Customer will pay GST to SLS in addition to the price.

5. PAYMENT

- 5.1 Unless otherwise agreed, payment for Services or Products will be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of (2)% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by SLS in the enforcement of any rights contained in this contract will be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument will not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be required.
- 5.6 SLS may required payment in cleared funds to its nominated account. Any bank transaction fees relating to a Customer payment are the Customer's responsibility.

6. QUOTATION

- 6.1 Where a quotation is given by SLS for Services or Products:
- 6.1.1 Unless otherwise agreed the quotation will be valid for thirty (30) days from the date of issue; and

SLS TERMS & CONDITIONS OF TRADE

- 6.1.2 The quotation will be exclusive of goods and Services tax unless specifically stated to the contrary; and
- 6.1.3 SLS reserves the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Services or Products are required in addition to the quotation the Customer agrees to pay for the additional cost of such Services or Products.
- 7. RISK**
- 7.1 The Services or Products remain at SLS's risk until delivery to the Customer.
- 7.2 Delivery of Services or Products will be deemed complete when SLS gives possession of the Services or Products directly to the Customer or possession of the Services or Products is given to a carrier, courier, or other bailee for the purposes of transmission to the Customer.
- 7.3 The time agreed for delivery will not be an essential term of this contract.
- 8. TIME LIMIT FOR CLAIMS**
- 8.1 Unless otherwise agreed, no claim relating to the Services or Products will be considered unless made within seven (7) days of delivery.
- 9. LIABILITY**
- 9.1 SLS will provide the Services or Products using reasonable care and skill. However, SLS and its suppliers, directors, employees and agents will not be liable to the Customer, or any third party, for any: (a) loss or damage to information or data from an cause; (b) breach of security or privacy; (c) loss of profit, opportunity or saving; (d) delay or failure in the delivery of a product; or (e) incidental, indirect special or consequential loss or damage.
- 9.2 Further, SLS is not responsible for the performance, operation or functionality of any third party software, applications or products supplied to the Client under, or in connection with, this Agreement.
- 9.3 The limitations and exclusions of liability in this Agreement shall apply however liability arises, whether in contract, tort (including negligence), breach of statutory duty or otherwise.
- 9.4 In any event, the maximum aggregate liability of SLS to the Customer arising out of all claims for loss and/or damages from any cause will under no circumstances exceed: (a) the total charges paid by the Customer under this Agreement in the 12 month period prior to the first claim arising; or (b) NZ\$10,000; whichever is the lesser.
- 9.5 Sometimes SLS will not be able to fulfil its responsibilities through no fault of its own. Therefore, SLS is not responsible for any failure or delay to perform its obligations due to events or persons beyond its reasonable control or failure by the Customer to perform any obligations under this Agreement. In such circumstances the Customer agrees that SLS is entitled to a reasonable increase to the charges to reflect any additional cost to SLS of providing the Services or Products to the Customer.
- 9.6 The Customer shall indemnify SLS against any and all losses, claims, costs (including legal costs on an indemnity basis), expenses, actions, demands, damages, liabilities or any other proceedings whatsoever, incurred by SLS in respect of any claim arising from or connected with any breach by the Customer of its obligations under this Agreement.
- 10. CONSUMER GUARANTEES ACT**
- 10.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded.
- 11. INTELLECTUAL PROPERTY**
- 11.1 Except for any intellectual property owned by a third party, SLS owns all intellectual property rights in the Services or Products supplied to the Customer ("SLS IP") including any ideas, know how, software, documentation, improvements, and techniques developed or provided in connection with the Services or Products.
- 11.2 After the Customer has paid for the Services or Products the Customer is granted a personal non-exclusive, non-transferable licence to use SLS intellectual property ("IP") in the manner anticipated in the relevant specification for the Customer's internal business purposes only. However, unless SLS has expressly agreed otherwise in writing, no licence is given; (a) for the Customer to use source code in any software; (B) for the Customer to use SLS IP to develop any Products or software that will be sold by the Customer or anyone else; (c) for third party products.

SLS TERMS & CONDITIONS OF TRADE

12. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

12.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract in consideration for SLS agreeing to supply Services or Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to SLS the payment of any and all monies now or hereafter owed by the Customer to SLS and indemnify SLS against non-payment by the Customer. Any personal liability of a signatory hereto will not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer will be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

13. TERMINATION

13.1 Either party may terminate this Agreement by giving the other party 30 days prior written notice, provided that this Agreement will survive such termination to the extent that it relates to any Services or Products then being supplied.

13.2 Either party may terminate this Agreement by providing written notice to the other party if the other party; (a) has entered into receivership or liquidation or entered into a composition with its creditors; or (b) is in material breach of any term of this Agreement and failed to remedy such breach after written notice and at least 30 days to remedy the breach.

13.3 Upon termination SLS may, in addition to any other remedies provided by law, charge a reasonable sum for costs incurred and work performed but not yet charged for, and be regarded as discharged from any further obligations under this Agreement.

13.4 Termination of the Agreement will not: (a) relieve either party from any right, liability, or claim that has accrued before the date of termination; and (b) affect the provisions of the Agreement which expressly, or by their nature, survive termination.

14. MISCELLANEOUS

14.1 SLS will not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

14.2 Failure by SLS to enforce any of the terms and conditions contained in this contract will not be deemed to be a waiver of any of the rights or obligations SLS has under this contract.

14.3 The parties will use their best efforts to resolve any dispute through good faith negotiations. Neither party will commence any arbitration or litigation in relation to the supply of Services or Products unless it has first invited a representative of the other party to meet with its own representative for the purpose of endeavoring to resolve the dispute on mutually acceptable terms. Any dispute which cannot be settled by negotiation between the parties or their respective representatives will be submitted to arbitration in accordance with the Arbitration Act 1996, and the decision of the arbitrator will be final. If the parties cannot agree on the appointment of an arbitrator, either party may request the New Zealand Law Society to appoint a qualified independent arbitrator to determine the dispute.

14.4 If at any time any provision of this Agreement is or becomes illegal or unenforceable neither the legal validity nor enforceability or the remaining provisions will in any way be affected or impaired.

14.5 The Customer may not assign any rights or obligations under this Agreement without the prior written consent of SLS. SLS may subcontract its obligations under this Agreement.

14.6 If there is any inconsistency or conflict between these terms and a quotation provided by SLS, these terms and conditions of trade will take priority. Any additional or different terms which the Customer provides to SLS including in any purchase order will not bind SLS unless SLS has specifically agreed in writing to those terms.

14.7 Any variation to an agreement entered into between the Customer and SLS will be effective only if it is agreed in writing.

14.8 This Agreement is governed by, and construed in accordance with, the laws of New Zealand.

14.9 In this Agreement words in the singular number include the plural and vice versa.