



Progressive Technologies NZ Ltd

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STANDARD TERMS OF SERVICE

Last amended April 2007

Progressive Technologies NZ Ltd (hereby referred to as "ProTech") agrees to provide goods and services to the best of its ability and in good faith.

All ProTech services and products are provided on an "as is" basis without warranties of any kind - either expressed, implied, constructive, or statutory, including, without limitation, any implied warranties of merchantability, non infringement or fitness for a particular purpose.

In no event will ProTech be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use ProTech's services or any content thereon. This disclaimer applies, without limitation, to any damages or injury, whether for breach of contract, tort, or otherwise, caused by any failure of performance; error; omission; interruption; deletion, defect; delay in operation or transmission; computer virus; file corruption; communication-line failure; network or system outage; or theft, destruction, unauthorized access to, alteration of; or use of any record. If any service is provided through which the continuing use of ProTech's systems is necessary, including without limitation, website hosting, data backup, database access or similar, ProTech reserves the right to terminate any and all customer contracts without notice if any of the proceeding terms are breached, or the customer in any way acts in other than good faith with regard to the integrity of ProTech's systems.

Property/equipment left in the care of ProTech will be looked after with all due care, however ProTech will not be liable for any damage outside of our control, including, without limitation, fire, flooding, electrical faults, or power failure.

Payment is required in full on the 20th of the Month following the date of invoice unless otherwise specified. A deposit of up to 30% may be required before undertaking large scale projects. Deposits paid on goods are not refundable unless goods cannot be supplied. Outstanding Debts may incur penalties including payment of all costs associated with debt collection either by ProTech or a third party collection agency.

Goods will be held by ProTech for 2 months from notification to the customer of job completion. If goods are to be stored by ProTech for more than 5 days after job completion, external storage costs may be passed on to the customer. If goods are not collected within 2 months from initial notification, the goods may be sold to defray costs (The process for sale will be as stated under the Wages and Protection and Contractors Liens Act Repeal Act 1987).

Goods and Services supplied by ProTech will remain the property of ProTech until payment is received in full. Risk in the goods shall pass to the customer upon delivery of the goods. All charges relating to delivery/freight are payable by the customer. Insurance is limited to the carrier's liability.

Claims for credits must be received within 14 days of the date of invoice. Goods will not be accepted for return unless prior approval has been granted by ProTech. Freight charges for returning goods to ProTech are payable by the customer.

ProTech reserves the right to change or amend these Terms of Service at any time without prior notice. By accepting goods or services from ProTech, you signify your agreement to these Terms of Service.

