

Terms of Trade

These Terms of Trade set out the terms on which Phillip Abraham trading as **Selwyn IT** (we, us, our, supplier) supplies services and/or products (Services) to you (Customer). They apply to all quotes, statements of work, proposals, work orders and invoices issued by us, unless we agree otherwise in writing.

1. Definitions

Business Customer means a customer acquiring Services for the purposes of a business (in trade).

Consumer has the meaning in the Consumer Guarantees Act 1993 (CGA).

Consumer Law means the CGA and the Fair Trading Act 1986 (FTA).

Key Documents means any quote, statement of work, proposal, work order, service schedule, or acceptance email that describes the services, pricing, and timeframes.

2. Scope of Services

We will provide the services described in the key documents. Services may include IT advice, troubleshooting, installation, maintenance, monitoring, cybersecurity assistance, cloud and network support, procurement support, and related professional services (including remote or on-site services). Any material change to scope, assumptions, or requirements must be agreed in writing and may affect price and timing.

3. Quotes, Pricing & Payment

- Quotes are estimates only unless stated as fixed price. Unless otherwise stated, quotes are valid for 14 days.
- All prices are in New Zealand dollars and exclusive of GST (which will be added where applicable).
- We may invoice as agreed in the key documents (e.g., upfront, milestone, monthly, or on completion). Payment is due within 7 days of invoice date unless we agree otherwise.
- You are responsible for all reasonable out-of-pocket expenses and any third-party charges approved by you (e.g., software licences, cloud services, hardware, domain names, ISP fees).
- Overdue amounts may incur interest at 2% per month calculated daily and any reasonable costs of recovery including any fees of a debt recovery company if the debt is transferred by the supplier.

4. Customer Responsibilities

- Provide timely access to sites, systems, accounts, devices, and relevant personnel where required.
- Ensure information you provide is accurate and complete and you have authority to provide it.
- Maintain current backups of your data before any work is performed (unless backups are part of the agreed Services).
- Respond promptly to requests for decisions, approvals, and testing/acceptance.
- Ensure a safe working environment for any on-site services.

5. Timing, Delivery & Acceptance

Any timeframes are estimates and depend on your timely cooperation and third-party providers. Where deliverables are provided, you must notify us of any material non-conformance within 5 business days of delivery (Acceptance Period). If you do not notify us within the acceptance period, the deliverable will be deemed accepted.

Any Items being couriered must be checked on receipt. Any issues with the delivery or damage in transit must be taken up with carrier. Selwyn IT is not liable for any damages.

6. Consumer Guarantees & Business-to-Business Contracting Out

Consumers: If you are a Consumer, Consumer Law may give you rights and remedies that cannot be excluded. In particular, services must be carried out with reasonable care and skill, be fit for any particular purpose you tell us about (where you rely on our skill and judgment), be completed within a reasonable time, and be supplied at a reasonable price where no price is agreed.

Business Customers: Where you acquire the services for business purposes, and to the maximum extent permitted by law, the parties agree that the CGA does not apply. This contracting out is intended to be in writing and signed/accepted by both parties (including acceptance of these Terms together with a quote, statement of work, or work order).

7. Warranties

We will provide the Services with reasonable care and skill. Except as expressly stated in these Terms, and subject to Consumer Law, we exclude all other warranties or guarantees (express or implied), including that any system will be uninterrupted, error-free, or immune from security incidents.

8. Limitation of Liability

Important: Nothing in these Terms limits any rights you may have as a Consumer that cannot legally be excluded.

For Business Customers, to the maximum extent permitted by law: (a) Selwyn IT will not be liable for any loss, damage, cost or expense arising out of or in connection with the services, whether in contract, tort (including negligence) or otherwise, unless caused by our wilful misconduct; (b) we exclude liability for indirect or consequential loss, loss of profit, loss of revenue, loss of opportunity, loss of goodwill, or loss/corruption of data; and (c) our total aggregate liability is capped at the fees paid (or payable) to us for the Services giving rise to the claim in the 3 months preceding the event first giving rise to liability.

We are not responsible for failures caused by: (i) third-party products or services (including cloud providers, ISPs, software vendors, payment providers); (ii) your acts or omissions, including failure to maintain backups, apply updates, or follow reasonable advice; (iii) events outside our reasonable control (including power outages, telecommunications failures, cyberattacks, or natural disasters).

9. Intellectual Property

We retain all intellectual property in our pre-existing materials, tools, templates, and know-how. Upon full payment, you receive a non-exclusive licence to use any deliverables we create for you solely for your internal purposes, unless the key documents state otherwise. You must not resell, sublicense, or publish our deliverables without our written consent.

10. Confidentiality & Privacy

Each party must keep the other party's confidential information confidential and use it only to perform or receive the Services. We will handle personal information in accordance with the Privacy Act 2020 and our privacy practices, including using third-party service providers where necessary to deliver the Services.

11. Security & Access

You authorise us to access your systems as required to provide the services. You remain responsible for your internal security settings, user access controls, and maintaining appropriate protections (e.g., multi-factor authentication). We will take reasonable steps to protect the confidentiality of your data while performing the Services.

12. Suspension & Termination

We may suspend Services if invoices are overdue or if continuing would pose a security or legal risk. Either party may terminate ongoing Services on 14 days' written notice

(unless the Key Documents specify otherwise). You must pay for all Services performed and approved third-party costs incurred up to the termination date. Clauses intended to survive termination (including confidentiality, IP, and liability limits) will survive.

13. Disputes & Governing Law

If a dispute arises, the parties will first attempt to resolve it in good faith through prompt discussions. If not resolved within 10 business days, either party may refer the dispute to mediation in New Zealand before commencing court proceedings (except for urgent injunctive relief or debt recovery). These Terms are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of New Zealand courts.

14. General

- **Entire agreement:** These Terms and the key documents form the entire agreement and supersede prior discussions.
- **Variations:** Any variation must be agreed in writing.
- **Severability:** If any provision is invalid or unenforceable, it will be modified to the minimum extent necessary so the remainder remains in force.
- **Assignment:** You may not assign these Terms without our prior written consent.

15. Acceptance

You accept these Terms by approving a quote, signing a statement of work, issuing a purchase order, paying an invoice, or otherwise requesting that we commence or continue the Services.