

Terms and Conditions of Trade

The following general terms and conditions are applicable to all orders of Website & Related Products/Services designed and sourced by Web 8.0 Limited. No other terms, conditions or deviations from these general terms and conditions shall be binding unless accepted in writing by an authorised representative of Web 8.0 Ltd.

"Web 8.0 Ltd" shall mean **Web 8.0 Ltd**, or any contractors, agents or employees thereof.

1. Customer:

The meaning of the word 'Customer' includes an individual authorized to act on their own behalf or on behalf of a partnership, company, trust, incorporation and government agency or any other entity engaging the services of Web 8.0 Ltd. In all cases the Customer must provide evidence of the source of their authority to purchase any product(s)/service(s) from Web 8.0 Ltd. The Customer consents to Web 8.0 Ltd to obtain supporting information from third parties about that evidence. The Customer is referred to as "The Customer", "You", or "Your"

2. Website & Related Products/Services Design

Web 8.0 Ltd shall engage one of its designers to work with the Customer to design Websites & Related Products/Services that meets with the requirements of the Customer. These services shall include but not be limited to Website Design, Hosting, Support, Email Services & Domain Services. The plans and specifications produced by the designer shall remain the property of Web 8.0 Ltd until payment has been made in full in accordance with these general terms and conditions.

3. Approval of Design

In signing the order the Customer consents that the items in the quotation and design are of acceptable quality, are fit for purpose and comply with descriptions and samples viewed. In cases where it has been made clear to the Customer by Web 8.0 Ltd of unsuitability of any Product(s) for any purpose, the Customer waives all rights of redress concerning any product defects. Web 8.0 Ltd shall produce a formal quotation for the Customer for the design and installation of the Website & Related Products/Services. The quotation shall be valid for a period of 30 days from the date specified on the quotation.

The Customer may accept the quotation by signing the "buyer's acceptance" section on the quotation, signing a copy of the specifications attached to the quotation. Where the Website & Related Products/Services relates to a renovation of an existing Website & Related Products/Services the price excludes the removal of the existing Website & Related Products/Services and any alterations

Any instructions received by Web8.0 Ltd from the Customer for the supply of services shall constitute a binding contract on, and acceptance by the Customer of, the terms and conditions contained herein.

4. Variations

Any variation as to addition of any Product(s)/Service(s) to an existing signed order shall:

- be recorded in writing and signed by both parties by electronic or manual means,
- update any existing invoice to include the addition of these Product(s);
- be binding from the date of signing;

No variation or alteration to the Website & Related Products/Services design shall be binding on the parties unless recorded in writing and signed by both parties, including any adjustment to the price.

5. Cancellation

The Customer loses the right to reject any product(s)/services from Web 8.0 Ltd as a result of 'a simple change in mind' on signing the order. At the time of signing the full price becomes payable as a lump sum or by way of payment schedule. In the event that the Customer wishes to cancel the order Web 8.0 shall return the deposit less all actual and reasonable costs and expenses incurred by Web 8.0 Ltd, including an administration fee of 5% of the contract price, provided that the Customer shall not be entitled to cancel the order where Web 8.0 Ltd has placed binding orders for the other components for the Website & Related Products/Services. In the event of cancellation Web 8.0 Ltd shall retain ownership of the design plans and specifications.

6. Price

All prices quoted are excluding GST. The price of the Website & Related Products/Services shall be the price stated in the quotation together with all extras selected by the Customer and subject to variation in accordance with clause 4.

Unless specified in writing to the contrary any indication of price for the provision of services by Web8.0 Ltd is by way of an estimate only and shall not be binding on Web8.0 Ltd. If there are any changes to the initial quote then the Customer will be notified in writing prior to work being carried out.

7. Payment

In signing the order the Customer has accepted the price exclusive of GST of the product(s)/Services ordered.

Upon signing the quotation Customers for services LESS THAN or EQUAL TO NZ\$8,500.00 will receive an invoice payable no later than 7 days from the invoice date for each of the following payments listed below:

- At the time of signing of the order, pay a non-refundable deposit of no less than 50% of the total cost;
- At the time of completion of the product(s)/ services(s) presented to the Customer for approval to "Go Live", pay the final installment of 50% of the total cost;

Upon signing the quotation Customers for services GREATER THAN NZ\$8,500.00 will receive an invoice payable no later than 7 days from the invoice date for each of the following payments listed below:

- At the time of signing of the order, pay a non-refundable deposit of no less than one-third of the total cost;
- Four (4) weeks later a second installment later of no less than one-third of the total cost;
- At the time of completion of the product(s)/ services(s) presented to the Customer for approval to "Go Live", pay the final installment of one-third of the total cost;

Monthly Hosting, the total monthly hosting fee includes 6GB of hard drive space additional space is charged at NZ \$10.00 per 1GB per month. There is no limit on data transfer volume. The Customer agrees to pay the monthly hosting fee of NZ\$30.00 per month (excluding GST) plus any applicable transaction fees from the date the website goes live or within 30 days of the completion of the design work, whichever occurs first and then on the 20th of every month.

Upon signing the quotation Customers for services pertaining to website hosting, & email hosting will receive invoices payable monthly (unless otherwise stated) by due date from the date of the website "Going Live";

Upon signing the quotation Customers for services pertaining to domain hosting, will receive invoices payable yearly (unless otherwise stated) by due date from the date of the website "Going Live";

All deposits made to Web8.0 Ltd are non-refundable. The Customer is liable to pay the invoiced amount with in the times specified or the payment events listed above unless the Customer provides Web 8.0 Ltd a payment schedule within the times specified in the contract and it is consented to by Web 8.0 Ltd.

If the Customer does not pay these charges on time or the account is overdue for a period of ten (10) days or longer Web 8.0 Ltd may until full payment is made:

- Disconnect any Services supplied
- Refer the Customer's account to a debt collection agency

The Customer agrees to pay all costs incurred in recovering outstanding amounts from them including any debt collection and legal fees.

Web 8.0 Ltd reserves the right to charge interest on any amount owing after the Due Date at the rate of 15% per month or part month. Any expenses, disbursements and legal costs incurred by Web 8.0 Ltd in the enforcement of any rights contained in this contract shall be paid by the Customer, including, but not limited to, any solicitor's fees on a solicitor/client basis or debt collection agency fees.

Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

The Website & Related Products/Services supplied by Web 8.0 Ltd shall remain the sole and absolute property of Web 8.0 Ltd as the legal and equitable owner until such time as the Customer makes payment in full to Web 8.0 Ltd of all amounts owing in respect of the Website & Related Products/Services .

Web 8.0 Ltd shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded.

8. Risk and Delivery

The Website & Related Products/Services remains at Web 8.0 Ltd's risk until delivery to the Customer. Delivery and installation shall be completed within approximately 4-8 weeks from the date of installation completed by Web 8.0 Ltd, subject to availability of materials. Web 8.0 Ltd shall not be liable for insurance of the Website & Related Products/Services its installation has been made. The burden of responsibility shall rest with the Customer. The Customer acknowledges that the time frames specified in this clause are approximate time frames only. Web 8.0 Ltd will use all reasonable endeavours to ensure delivery and installation within the time frame specified but shall not be liable for any delay or failure to install the Website & Related Products/Services within that time frame. The Customer acknowledges that the timing of the installation is subject to design availability and hardware that are outside of the control of Web 8.0 Ltd.

9. Repair of Defects

Web 8.0 Ltd shall at its sole cost rectify any defects in the workmanship which are notified to Web 8.0 Ltd within 7 days of installation of the Website & Related Products/Services and within a reasonable time of receiving notification of those defects in writing by email to info@Web_8_0_Ltd.co.nz Web 8.0 Ltd shall not be liable under this clause to remedy:

- defects covered by a supplier's guarantee that is available to and may be enforced by the Customer;
- defects in or damage caused by work undertaken after installation, or arising out of acts or omissions by the Customer or the Customer's contractors.

10. Liabilities

The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may imply warranties or conditions or impose obligations upon Web 8.0 Ltd which cannot by law (or which apply only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Web 8.0 Ltd, Web 8.0 Ltd's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

11. Marketing

The Customer agrees that Web 8.0 Ltd may:

- Include a reference on the bottom of their website, crediting the design, development and hosting of the website to Designer Websites.
- List the website on any marketing materials, including the WEB8.0 website.

12. Fair Use by Customer

1. Email Hosting Services

- Web 8.0 Ltd reserves the right to charge the Customer an additional monthly fee of \$5.50 per MB if the Customer's email storage on our servers exceeds 5000MB of storage space per domain name.

2. Data Entry Services

(Start Up Product/Services)

- Web 8.0 Ltd shall load content for the Customer at a cost of \$55.00 per page, assuming each page includes an average of no more than 250 words of text. However, if the amount of content provided by the Customer is more than an average 250 words of text, or the format of the content, or the number of images, or the format of images is such that Web 8.0 Ltd shall complete the entry for each page in a reasonable amount of time at an average of 20 minutes per page. Web 8.0 Ltd reserves the right to charge at \$150.00 per hour thereafter.

(All other Product/Services)

- Web 8.0 Ltd shall to complete all data entry for a Customer as part of a new website build. However, if the amount of data, or the format of the data, is of a significant volume it may be unreasonable for Web 8.0 Ltd to complete all the data entry alone. This may require third parties to be sub-contracted to complete data entry. Web 8.0 Ltd, will NOT proceed without written approval from the Customer for any engagement with third parties.

13. Termination

Web8.0 Ltd may immediately terminate this Agreement in relation to any or all of its services if:

- The Customer is in breach of any provision of these terms and conditions and has not remedied that breach within 10 days of receiving notice from Web 8.0 Ltd;
- A third party website hosting facility contracted under these terms and conditions, ceases, or in our reasonable opinion are likely to cease on a permanent basis or are terminated.