

## Standard Terms and Conditions for the provision of services

In addition to the Sage Pastel end user licence agreement Trew Solutions NZ Limited have the following Terms and conditions for the provision of services and sale of products.

### 1) Introduction:-

At Trew Solutions NZ Limited (Trew) we strive for great client relationships. To assist with this it is important for Trew to outline the Terms and Conditions that Trew engages and services its clients on.

With both parties understanding these terms & conditions possible misunderstandings and confusion can be avoided as the services provided by Trew are performed under these terms & conditions.

Trew reserves the right to review these terms & conditions from time to time. Clients can review the terms & conditions at any time as they are available publicly on our website [www.trew.co.nz](http://www.trew.co.nz) and it is the client's responsibility to ensure that these terms & conditions are reviewed

### 2) Software Sales:-

#### 2.1. Suitability of products

2.1.1 Trew will conduct demonstrations of some or all the products to the client, and answer all questions raised by the client regarding the products. However, a detailed analysis of the client's requirements and a corresponding solution design will not be carried out at the time of the sale. This will be done as part of the project services. Accordingly, Trew makes no warranty that the products will satisfy the requirements of the client, and the client acknowledges that they have gained sufficient information to satisfy itself as to the suitability of the products.

2.2 A sales proposal will be presented to the client where the client is purchasing a new business system.

2.3 Where the client is ordering additional modules or users for an existing system, an e-mail quote is provided. These terms & conditions apply to all additional add on modules and users.

2.4 The products ordered in the terms of the sales proposal or e-mail, or part of the products, **may not** be returned once ordered and /or the order may not be cancelled, without the approval of Trew and the software vendors in writing which they may do at their sole discretion. The client is responsible for any charges that may be levied on Trew by its suppliers of the products.

2.5 Unless otherwise specified, the products are not developed by Trew, and Trew is providing them as an authorized reseller and independent company. Trew is not responsible for any defects in the products.

2.6 Use of the product is regulated by the standard "license to use products" as specified by the manufacturer(s) of the products (including Trew, if it is a manufacturer of any part of the products), which included the Terms & Conditions of use as well as applicable warranty and limitation of information of liability information. These are available for inspection on request. Trew makes no warranty whatsoever regarding the good order of the products or of their fitness for use.

2.7 The client recognizes that all software contains defects, and that it is the responsibility of the manufacturer of the software to fix these defects in the normal course of business. Trew will report any defects discovered in the products to the manufacturer(s), but cannot provide any assurance regarding whether the manufacturer(s) will fix the defect or over what period this will occur in.

### 3) Software Implementations:-

3.1 The project services detailed in the sales proposal constitute an estimate only. The actual services and related costs may vary from the estimate. On occasion the variance may be material. There are many reasons for this, including but not limited to:

3.1.1 Decisions taken during the project regarding allocation of tasks to Trew or client.

3.1.2 Changes to the planned solution that arises as a result of more information becoming available over time as the project progresses.

3.1.3 Problems that may arise with existing business data and reconciliations during the project.

3.1.4 Availability of and involvement in the project by the client's resources.

3.1.5 Circumstances that cannot reasonably be anticipated at the time that the sales proposal is signed.

3.2 Where there are defects in the program, Trew will make all reasonable efforts to get these defects corrected by the manufacturer(s) of the product. Trew will also assist the client in finding ways of using the product that compensate for or bypass the defects. It will also assist the client in correcting any data affected by the defect, and provide related services. Trew is not responsible for any defects, and all services provided and disbursements incurred in accordance with this clause are billable.

3.3 Trew will act in good faith and will make every effort to carry out its responsibilities in a professional manner. Trew makes no warranty with regard to the provision of the project services other than as specified in the sales proposal.

3.4 Trew is not responsible for any accounting, financial or other business data. It will assist with transfer of data to new systems, but ultimately responsibility rests with the client to ensure accuracy and correctness.

3.5 Any intellectual property ("IP") created by Trew as part of providing any services to the client remains the property of Trew, with no restrictions on the use of the IP by Trew. The definition of the IP includes but is not limited to custom reports, macros, automated procedures, software programs, operating/procedure manuals, checklists and other user documentation. The client is entitled to unrestricted use of the IP to the location(s) specified in the sales proposal, subject to any other specific terms & conditions that may be agreed to elsewhere in the sales proposal, but may not sell it or in any other manner provide it for use by any other party.

3.6 Trew Solutions NZ consultants will complete job cards on a daily basis when on site. These job cards must be signed by the client and will serve as the supporting documentation for invoices. Invoices will be raised weekly, as per job cards for work done on site, or as per accepted project plan for work done off site.

### 4) Support and consulting services:-

#### 4.1 Service charges and terms:-





4.1.1 The client recognizes that support issues are not always easy to resolve. It may be necessary to investigate or attempt more than one resolution, especially if the issue is caused by a software defect. Under certain circumstances it may not be possible to resolve a specific issue totally. Wherever possible, Trew will suggest alternative approaches to work around problems that arise that cannot be fully resolved. Provided Trew acted in a reasonable manner, time spent in these circumstances is chargeable by Trew.

4.1.2 Trew service rates vary slightly depending on the product and service being provided. If you wish to confirm rates and travel charges for your products and services, please contact us on 09 441-4474 or alternatively on support@trew.co.nz

4.1.3 Trew provides its services on a time & materials basis at the current applicable rate.

4.1.4 Services provided outside of business hours (Monday to Friday 08H00- 17H00) are charged at 1.5 times the applicable rate and all work carried out on public holidays or Sundays will be charged at 2 times the applicable rate.

4.1.5 Trew reserves the right to review and change its rates.

4.1.6 Trew classifies its support into 4 separate categories:

4.1.6.1 Telephone and E-mail

4.1.6.2 Remote access

4.1.6.3 In office support

4.1.6.4 Onsite support

#### 4.2 Telephone and E-mail Support:-

4.2.1 Dependent on the product being supported, the option of a support contract may be provided. Where a support contract is in place, the client is entitled to telephonic and E-mail support at no charge, subject to the provisions laid out in the support contract. Please review your support contract to understand exactly what services are covered in the support contract.

4.2.2 Where there is no support contract in place for a project or service, telephone and e-mail support will be charged on a time and materials basis at the current applicable rate in 15 min increments.

#### 4.3 Remote access support:-

4.3.1 Where support is provided remotely via accessing the client server or PC's via a remote access tool, a small remote access fee is charged in addition to the time the Trew consultant spends resolving the issue. This fee is charged only once PER CASE; irrespective of how many times Trew remotely accesses the client.

4.3.2 Remote access support is charged at the current applicable rate with a minimum charge of 1 hour, any time over the initial hour is charged in 15 minute increments. The time charged may include preliminary investigation before, during and until the issue has been resolved.

#### 4.4 In Office Support:-

4.4.1 In Office Support is where Trew provides support services from within its Office. This may relate to database investigation work, report writing, training and many other services.

4.4.2 In office support is charged at the current applicable rate in 15 minute increments. The time charged may include preliminary investigation before, during and until the issue has been resolved.



#### 4.5 Onsite Support:-

4.5.1 Where onsite support is provided, Trew will charge travel time to and from the client site. Depending on the location of the client, travel charges may vary. To confirm travel charges to your site please contact us on 09 441-4474 or [support@trew.co.nz](mailto:support@trew.co.nz)

#### 4.6 Authorized Re-Seller

4.6.1 Unless otherwise specified, the products sold and supported by Trew are not developed by Trew. We support them as authorized resellers and are an independent company to the software development company.

#### 4.7 Support services pertaining to software defects (bugs)

4.7.1 Trew is not responsible for any defects found in the products, and has no direct access to the software to make software changes to fix software issues found.

#### 5 Report Writing:-

5.1 Writing custom reports can be a complex task, and it is important that a process is followed to ensure the customer requirements are met.

5.2 Where custom reports are requested, Trew will in conjunction with the customer gain a high level understanding of the report and provide an initial estimate of the report cost, including the cost of the detailed specification.

5.3 If the client wants to proceed, the specification will be completed and the cost estimate revised if necessary. The client must approve the report specification and the report will then be developed.

5.4 If the client does not want to proceed, they do not have to continue with the report, however the costs incurred for the specification will be charged.

5.5 Once the report has been designed and installed, the client is responsible for testing the report. Depending on the nature of the report, it can be quite common for a second round of changes to be made to the report once user testing has been completed. Should a defect or change be required in the report Trew must be notified as soon as possible.

5.6 All reports are charged on the actual time that it takes to complete the report, irrespective of the estimates. This includes the time to correct any defects or changes to the report, irrespective of what time frame Trew may be notified of the issue.

5.7 Should any report writing be requested as "Urgent" Trew reserves the right to amend the quoted amount as afterhours work will be required.

#### 6 Custom Developments:-

6.1 Completing custom development can be a complex task, and it is important that a process is followed to ensure the customer requirements are met.

6.2 Custom developments is requested, Trew will in conjunction with the customer gain a high level understanding of the development and provide an initial estimate of the development cost, including the cost of a detailed specification and some investigation time to prototype the development.

6.3 If the customer wants to proceed, the specification and prototyping will be completed and the cost estimate revised if necessary. The client must approve the specification and the development will then be completed.

6.4 If the client does not want to proceed, they do not have to continue with the development however the costs incurred for the specification and prototyping will be charged.

6.5 Once the development has been completed and installed, the client is responsible for testing the development. Depending on the nature of the development, it can be quite common for a second round of changes to be made to the development once user testing has been completed. Should a defect or change be required in the development Trew must be notified as soon as possible.

6.6 All custom development is charged on the actual time that it takes to complete the report, irrespective of the estimates. This includes the time to correct any defects or changes to the development, irrespective of what time frame Trew may be notified of the issue.

6.7 Should any Development work be requested as "Urgent" Trew reserves the right to amend the quoted amount as afterhours work will be required.

#### **7) Backing up of data:-**

Trew is not responsible for taking backups of data on the clients system(s) prior to services being provided or during service delivery or thereafter. The client must ensure that regular backups are taken of data, consistent with accepted industry practices. This includes data that Trew is working with while providing the services (other than data on the consultants own computer, or in the TREW office for which the consultant is responsible for backing up).

#### **8) Hardware**

8.1 All quotations specifically exclude any bespoke development work that may be needed to be done as well as the set-up and installation of hardware, operating systems, network (LAN/WAN) or network users.

#### **9) Limitation of liability:-**

9.1 Trew provides its services on a best endeavors basis and accepts no liability or provides no indemnity for any damages inadvertently caused in respect of its services, whether the damages are direct or indirect

#### **10) Consumer guarantee Act:-**

10.1 Consumers Guarantee Act 1993(CGA). The following clauses adhere to standard CGA business practices that ensure that CGA obligations are contracted out of, where possible (specifically when sales relate to business activities).

10.2 If you are purchasing or holding yourself out as purchasing the services or products for a business purpose then the provisions of the CGA are excluded from this supply agreement.

10.3 This agreement constitutes the agreement between Trew and the CLIENT hereby acknowledges that no reliance is placed on any representation made but not embodied in this agreement.



10.4 Unless Trew receives notification in writing prior to acceptance of quotation from TREW SOLUTIONS NZ for services or products that said services or products are not for business purposes then it is agreed that all services and products are for business purposes

**11) Provision of Credit:-**

11.1 The client will pay Trew the fee's applicable to the service or product purchased.

11.2 Payment is due 7 (seven) days from date of Invoice.

11.3 Deposits (50% unless stated otherwise) are due before any work commences and may be non refundable if Trew suffers any loss due to a change of scheduled work or procedure by the client for any reason whatsoever.

11.4 Until payment is made in Full Trew Solutions NZ retains title and ownership of any products and may repossess such items at any time whilst they remain unpaid.

11.5 All costs incurred in collecting any debt will be charged to the client and the client is liable to reimburse Trew for these costs.

11.6 Full licence keys will not be issued until payment has been fully cleared through the banking system into Trew's bank account.

11.7 Trew consultants will complete job cards on a daily basis when on site. These job cards must be signed by the client and will serve as the supporting documentation for invoices. Job Cards will be sent to clients for all off site work completed on a weekly basis.

11.8 Invoices will be raised weekly, as per job cards for work done on site, or as per accepted project plan for work done off site.

11.9 Invoices and statements are emailed weekly.

11.10 Payment is due and payable on the date of invoice and no later than the following Monday 1 P. M. NB! Under no circumstances will invoices be allowed to roll over to the 20<sup>th</sup> of the month for processing.

11.11 Failure to ensure that the Invoice is settled in full by the Monday following the Date of invoice will result in ALL installation /support work ceasing till such time as the last invoice has been settled.

11.12 Daily Interest on all outstanding invoices will be calculated at 5% Per Annum above the current base overdraft rate charged by Trew Bankers, compounded monthly owing on the first day of each month, until payment is received in full.

11.13 Breach of these terms shall entitle Trew at its option, to suspend, cancel or with hold any or all services and further products.