

COMPUTER RECYCLERS TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

'Buyer' means the Buyer or any person acting on behalf of and with the authority of the Buyer.

'Goods' have the same meaning as in Section 2 of the Sale of Goods Act 1908 and are Goods supplied by Computer Recyclers to the Buyer (and include any supply of Services as defined below).

'Services' means all services supplied or undertaken by Computer Recyclers to the Buyer and includes any advice or recommendations (and includes any supply of Goods as defined above).

'Price' means the cost of the Goods as agreed between Computer Recyclers and the Buyer subject to clause 8 of these Terms & Conditions of Trade.

2. ACCEPTANCE

As a Buyer of Computer Recyclers, you the (Buyer) agree to be bound by the Terms and Conditions in this agreement. By using any of our Services or purchasing any Goods you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions of Trade. The Terms and Conditions of Trade set out below shall apply to the sale of all Goods and Services supplied by Computer Recyclers. Where more than one Buyer has entered into this agreement, the Buyers shall be jointly liable for any and all outstanding amounts owing to Computer Recyclers. All parties dealing with Computer Recyclers shall be deemed to have knowledge of these Terms and Conditions of Trade and the placement of an order or the logging of a Service job with Computer Recyclers is deemed acceptance of these Terms and Conditions of Trade.

3. GENERAL

3.1 If any provision of these Terms and Conditions of Trade are deemed to be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

3.2 Computer Recyclers is under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by Computer Recyclers of these Terms and Conditions of Trade.

3.3 In the event of any breach of these Terms and Conditions of Trade by Computer Recyclers the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of Computer Recyclers exceed the Price of the Goods supplied.

3.4 The Buyer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Buyer by Computer Recyclers nor to withhold payment of any invoice because part of that invoice is in dispute.

3.5 Computer Recyclers may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.

3.6 These Terms and Conditions of Trade and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of Tauranga, New Zealand.

3.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

3.8 The failure by Computer Recyclers to enforce any provision of these Terms and Conditions of Trade shall not be treated as a waiver of that provision, nor shall it affect Computer Recyclers right to subsequently enforce that

provision.

3.9 Computer Recyclers reserves the right to review these terms and conditions of trade at any time. If, following such a review there is to be a change to the Terms and Conditions of Trade, that change will take effect from the date Computer Recyclers notifies the Buyer of the change.

4. PRICING AND QUOTATIONS

4.1 Computer Recyclers may vary its pricing from time to time without notice to the Buyer. Any variation will be effective from the date specified by Computer Recyclers and will apply to all orders accepted by Computer Recyclers on or after that date.

4.2 At Computer Recyclers sole discretion the Price is: (a) as indicated on invoices provided by Computer Recyclers to the Buyer in respect of Goods or Services supplied; or (b) Computer Recyclers quoted Price, subject to clause 5 of these Terms and Conditions of Trade, provided the Buyer accepted in writing Computer Recyclers quotation within twenty one (21) days.

4.3 If GST or other taxes are payable on Goods or Services supplied or on any amount payable under clause 9, the Buyer shall pay such tax.

4.4 Unless otherwise agreed, prices quoted are valid for a period of twenty one (21) days from date of quote and are subject to the conditions noted below and in clause 5;

(b) All quotations are subject to the availability of stock. (c) All Goods shall remain the property of Computer Recyclers until paid for in full.

(d) All prices quoted are in New Zealand dollars and are exclusive of freight, GST and any other applicable taxes unless otherwise stated.

5. VARIATION

5.1 A quotation will apply only to the Goods, services and quantities specified.

5.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of Computer Recyclers quotation and will be shown as extras on the invoice. Payment for all extras must be made in full at their time of completion unless agreed otherwise in writing by Computer Recyclers.

5.3 Computer Recyclers reserves the right to alter the quotation at any time; (a) Because of circumstances beyond its control; and (b) The Buyer varies its original requirements.

6. ORDERS

In all cases where a Buyer places an order with Computer Recyclers for the supply of Goods or Services which either contains no Terms or Conditions or which contain Terms and Conditions identical to these Terms and Conditions of Trade, such written order shall constitute an offer by the Buyer to be supplied Goods or Services in accordance with these Terms and Conditions of Trade. In any case where an order which is placed by a Buyer contains Terms and Conditions which are inconsistent with these Terms and Conditions of Trade such written order shall amount to an offer to be supplied Goods or Services which is incapable of acceptance by Computer Recyclers. Any subsequent delivery of ordered Goods or Services to the Buyer shall constitute a counteroffer to supply Goods or Services in accordance with these Terms and Conditions of Trade which shall be deemed to be accepted on acceptance of the delivered Goods or Services by the Buyer.

7. TERMS OF TRADE

7.1 All customers not having an account with Computer Recyclers or not having previously made credit arrangements with Computer Recyclers shall pay for the Goods and Services intended to be supplied before they are delivered or supplied to the Buyer by Computer Recyclers. Any arrangements for credit shall be made at the sole discretion of Computer Recyclers. Those customers desiring to open a credit account shall provide such information as may be required by Computer Recyclers from time to time and any approval for the opening of a credit account will include a credit limit.

7.2 Unless the Buyer has a valid credit account with Computer Recyclers, payment for any Goods or Services (together with any other amounts owing to Computer Recyclers) must be made by cash, cheque or electronic funds transfer in cleared funds prior to Delivery.

8. PAYMENT ON ACCOUNT

8.1 The Buyer is liable for all purchases made in its account name. It is not Computer Recyclers responsibility to confirm authority for the purposes of supplying or delivering Goods to the Buyer or its agents. It is the sole responsibility of the Buyer to ensure there is no unauthorised use of its account.

8.2 Computer Recyclers may withdraw, suspend or alter the Buyers credit facilities at any time without notice at its sole discretion. Any such change to the Buyers credit facilities will not release the Buyer from any liability whatsoever.

8.3 The full amount charged for all Goods and Services supplied by Computer Recyclers shall be paid by the Buyer within seven (7) days of delivery or supply of the Goods or Services, whichever shall occur first unless otherwise agreed to in writing.

8.4 If the Buyer fails to comply with Computer Recyclers Terms and Conditions of payment, Computer Recyclers may in its own discretion immediately stop any further supply of Goods and Services to the Buyer even where there is an existing order uncompleted for the supply of Goods and Services to the Buyer.

8.5 Where there is failure to make prompt payment all other monies due by the Buyer to Computer Recyclers, even if time for payment has not yet fallen due, shall immediately become due and payable by the Buyer to Computer Recyclers without the necessity of making demand for payment. So long as there are monies outstanding by a Buyer to Computer Recyclers all future orders accepted for the supply of Goods and Services by Computer Recyclers shall be accepted on a cash basis only.

8.6 If payment is not received after 3 (three) written demands the Buyer accepts that any collection costs incurred will be fully recoverable by Computer Recyclers from the Buyer.

8.7 Payment of all monies due by a Buyer to Computer Recyclers shall be made without the right of set-off deduction whether under statute, in equity or howsoever arising, unless the Buyer is a Consumer for the purposes of the Consumer Guarantees Act 1993.

9. DEFAULT

9.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Computer Recyclers sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

9.2 In the event that the Buyer payment is dishonoured for any reason the Buyer shall be liable for any dishonour fees incurred by Computer Recyclers.

9.3 If the Buyer defaults in payment of any invoice when due, the Buyer shall pay all costs incurred by Computer Recyclers,

including costs on a solicitor-Buyer basis and debt collection costs incurred in the recovery or attempted recovery of outstanding monies and the enforcement of these Terms and Conditions of Trade.

9.4 Without prejudice to its other remedies, Computer Recyclers shall be entitled to cancel this and any other contract for supply with the Buyer in the following circumstances: (a) If the Buyer becomes insolvent or is adjudicated bankrupt; or (b) If a receiver is appointed in respect of the assets of the Buyer; or (c) If the Buyer no longer carries on business or threatens to cease carrying on business; or (d) If an arrangement with the Buyers creditors is made or likely to be made in the opinion of Computer Recyclers; or (e) If the ownership or effective control of the Buyer is transferred, sold, merged, assigned or otherwise altered or the nature of the Buyers business is materially altered.

9.5 Payments made by the Buyer shall be applied by Computer Recyclers first in repayment of interest accrued to the account, satisfaction of any liquidated damages payable by the Buyer and all costs incurred by the Buyer and payable pursuant to these Terms and Conditions of Trade. The balance of any payments made shall then be applied by Computer Recyclers in reduction of any amounts due by the Buyer pursuant to these Terms and Conditions of Trade.

9.6 If default in payment to Computer Recyclers continues for longer than ninety (90) days then Computer Recyclers may after seven (7) days' notice has been given to the Buyer, sell such items and apply the sale proceeds in reduction of the amount due and all costs described above and pay the balance, if any, to the Buyer.

10. DELIVERY

10.1 Computer Recyclers shall not be liable for any loss or damage to the Goods however caused even though such loss or damage may be caused by Computer Recyclers negligence or other default PROVIDED THAT this clause shall not prevent a Buyer who is a Consumer from exercising any remedies that Buyer may have under the Consumer Guarantees Act 1993.

10.2 Dates given for shipment or delivery are stated in good faith but are not to be treated as a condition of the sale. If delivery of the Goods is delayed for any reason whatsoever, Computer Recyclers shall not be responsible or liable in any way to the Buyer or any other party for loss sustained due to such delay.

10.3 Where the Buyer does not take delivery of the Goods by the delivery date specified or such later date as the parties agree, the Buyer shall pay reasonable storage costs until such time as the Buyer accepts the Goods, such costs to be determined by Computer Recyclers, and Computer Recyclers shall be entitled to invoice the Buyer in accordance with clause 7.

10.4 Delivery by Computer Recyclers to a carrier shall be deemed to be delivery to the Buyer.

10.5 Computer Recyclers shall be entitled to cancel or suspend delivery of the Goods in the event of any delay or non-performance due directly or indirectly to wars, strikes, lock-outs, delays or defaults of manufacturers or suppliers, act of God, or any other cause (whether similar or dissimilar) beyond the reasonable control of Computer Recyclers. The Buyer shall have no claims whatsoever against Computer Recyclers in consequence of any such cancellation or suspension.

11. OWNERSHIP AND RISK

11.1 Title in the Goods does not pass to the Buyer until the Buyer has paid for the Goods in full.

11.2 Notwithstanding that title in the Goods does not pass until full payment has been made, the risk of any loss or damage to the Goods will pass to the Buyer immediately upon Delivery.

11.3 The Buyer shall insure the Goods at all times and keep them fully insured against loss or damage by fire, theft or any other insurable cause whatsoever, and pay all premiums or other sums of money necessary for retaining such insurance. If the Goods are lost or destroyed the Buyer agrees to make a claim against the insurance policy, and to immediately pay the proceeds from such a claim to Computer Recyclers.

11.4 Nevertheless any period of credit, legal and beneficial ownership of any and all Goods shall remain with Computer Recyclers until payment is made in full for them and for all other Goods supplied by Computer Recyclers to the Buyer.

11.5 Receipt of any cheque, or other bill of exchange for the Goods by Computer Recyclers, shall not be deemed to be payment until the cheque, or bill of exchange has been honoured or credited to Computer Recyclers account. Until such time this shall not prejudice or affect Computer Recyclers rights or powers or remedies against the Buyer and/or the Goods.

11.6 If payment is overdue in whole or in part in respect of any of the Goods supplied by Computer Recyclers, Computer Recyclers may (without prejudice to any of its other rights) recover and/or re-sell the Goods or the mixed Goods referred to in clause 11.9 and may enter upon the Buyers premises or any other place where the Goods and/or mixed Goods are stored by its servants or agents for that purpose. The Buyer grants to Computer Recyclers an irrevocable right and authority to recover re-enter and re-sell, provided that Computer Recyclers may only recover and re-sell for its own account sufficient of the Goods and/or the mixed Goods to satisfy all unpaid liability in respect of the Goods and the costs of resale. If any excess is recovered by Computer Recyclers, it shall not be liable in damages but shall account for the excess to the Buyer.

11.7 The Buyer acknowledges that until the date of full and complete payment of the Goods to Computer Recyclers, the Buyer is required to identify and store the Goods separately or in such a way as to show that they remain the property of Computer Recyclers.

11.8 If the Goods are sold or otherwise disposed of by the Buyer prior to Computer Recyclers receiving payment in full, the Buyer expressly acknowledges that: (a) any cash sale from Goods supplied by Computer Recyclers, at a time when any payments are outstanding, shall be applied to the reduction of the owed amount and (b) only when all payments are received by Computer Recyclers, do the Goods become the property of the Buyer. If the Buyer sells the Goods and / or mixed Goods, it will hold the proceeds of such sale on trust for Computer Recyclers and will account to Computer Recyclers for the value of the Goods and keep the proceeds in a fund separate from its own money (which does not have a debit balance prior to such deposit) and will keep separate records in respect of such money.

11.9 It is the responsibility of the Buyer to notify Computer Recyclers if the Goods are used in conjunction with and/or combined with other Goods (Mixed Goods), while remaining the property of Computer Recyclers as set out in these terms. Also in this case to keep Computer Recyclers informed of the location of the Goods.

11.10 When Computer Recyclers has reasonable cause to believe: (a) The Buyer has not strictly complied with these Terms and Conditions of Trade and, in particular, default of payment in accordance with clause 9, or (b) The Buyer has or will commit an act of bankruptcy or (being a company) has had a receiver appointed or about to be appointed, or is declared insolvent or a liquidator is appointed or is about to be appointed; Computer Recyclers may recover any or all of the Goods or mixed Goods and resell the Goods or the mixed Goods and for such purpose may at any time of the day or

night enter by force if necessary upon any premises where such Goods or mixed Goods are reasonably thought to be stored (and the Buyer grants to Computer Recyclers an irrevocable right and authority to so recover, re-enter and re-sell).

11.11 In exercising its rights pursuant to this clause, Computer Recyclers shall be entitled to deduct from any sale of Goods or mixed Goods recovered from the Buyer all the liabilities and expenses (including legal expenses) incurred by Computer Recyclers in enforcing or attempting to enforce its rights pursuant to this clause 11.

12. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

12.1 All terms in this clause have the meaning given in the PPSA and section references are to the sections of the PPSA.

12.2 For the purposes of the PPSA the Buyer agrees these Terms and Conditions of Trade constitute and create a security agreement.

12.3 On the request of Computer Recyclers the Buyer will promptly execute any documents, provide all necessary information and do anything else required by Computer Recyclers to ensure that any security interests created under these Terms and Conditions of Trade constitute perfected security interests in the Goods supplied.

12.4 The Buyer waives its rights under sections 114(1)(A), 116, 117, 119, 120(2), 121, 125, 126, 129, 131, 133, 134 and 148 of the PPSA.

12.5 Unless otherwise agreed to in writing by Computer Recyclers, the Buyer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

13. INTELLECTUAL PROPERTY

13.1 Where Computer Recyclers has designed, drawn or written Goods for the Buyer then the copyright in those designs and drawings and documents shall remain vested with Computer Recyclers and shall only be used by the Buyer at the discretion of Computer Recyclers.

13.2 The Buyer warrants that all designs or instructions to Computer Recyclers will not cause Computer Recyclers to infringe any patent, registered design or trademark in the execution of the Buyers order and the Buyer agrees to indemnify Computer Recyclers against any action taken by a third party against Computer Recyclers in respect of any such infringement.

13.3 The Buyer agrees that Computer Recyclers may use any documents, designs, drawings or Goods created by Computer Recyclers for the purposes of marketing, advertising, or entry into any competition.

14. RISK OF DATA LOSS

The Buyer assumes all risk of data loss from any and all causes or in any way related to or resulting from the Repair or Service of computer hardware, software or other equipment by Computer Recyclers. The Buyer agrees to take full responsibility for all data backup prior to any Repair or Service of computer hardware, software or other equipment by Computer Recyclers. Computer Recyclers will endeavour to prevent data loss but does not make any guarantees that there will be no loss of Data. The Buyer expressly excludes Computer Recyclers liability for any loss of Data no matter the cause.

15. COMPUTER VIRUSES, ADWARE & SPYWARE

The Buyer assumes all risk of computer Viruses, Spyware & Adware and will not hold Computer Recyclers responsible. Computer Recyclers agrees to take all reasonable measures to protect the Buyers computer systems from computer Viruses, Spyware & Adware. The Buyer is responsible for the costs of

consulting time and materials required to remove any computer Viruses, Adware or Spyware or any damage caused by such infections.

16. SUPPLY FOR BUSINESS PURPOSES

If the Buyer is acquiring Goods for the purposes of a trade or business, the Buyer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Computer Recyclers to the Buyer. The Buyer agrees that the Goods are supplied to the Buyer for business purposes in terms of sections 2 and 43 of the Consumer Guarantees Act 1993. Such a Buyer is not a Consumer for the purpose of these Terms and Conditions of Trade.

17. WARRANTY

17.1 Subject to the conditions of warranty set out in Clause 17.2 Computer Recyclers warrants that if any defect in any workmanship of Computer Recyclers becomes apparent and is reported to Computer Recyclers within Ninety (90) days of the date of delivery (time being of the essence) then Computer Recyclers will either (at Computer Recyclers sole discretion) replace or remedy the workmanship.

17.2 The conditions applicable to the warranty given by Clause 17.1 are: (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

- (i) failure on the part of the Buyer to properly maintain any Goods; or
- (ii) any use of any Goods other than the application specified on a quote or order form;
- (iii) or failure on the part of the Buyer to follow any instructions or guidelines provided by Computer Recyclers; or
- (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- (v) fair wear and tear, any accident or act of God.

17.3 The warranty shall cease and Computer Recyclers shall subsequently in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or refurbished without Computer Recyclers consent.

17.4 Except as provided in any express warranty given by Computer Recyclers, no warranty or condition shall be implied against Computer Recyclers by any statute, at common law or otherwise and no representation, express condition, warranty or variation of these Terms and Conditions of Trade shall be binding on Computer Recyclers unless it is in writing and signed for on behalf of Computer Recyclers.

17.5 Where any of the Goods are subject to an express warranty given by Computer Recyclers to remedy any defect by repairing or replacing the Goods with Goods of identical type, then the Consumer shall not be able to exercise its remedies set out in the Consumer Guarantees Act 1993, without first giving Computer Recyclers a reasonable opportunity to remedy the defect by repair or replacement in accordance with its express warranty.

17.6 Goods returned under warranty must be returned free of charge to the Computer Recyclers premises, all transportation charges, insurance, taxes, duties and charges being borne by the Buyer.

17.7 Software is not covered by warranty except by the manufacturer of the software.

17.8 For Goods not manufactured by Computer Recyclers, the warranty shall be the current warranty provided by the manufacturer of the Goods. Computer Recyclers shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

17.9 Batteries of any kind are excluded from warranty unless otherwise expressly covered by the manufacturer's warranty.

18. CONSUMER GUARANTEES ACT 1993

18.1 This clause shall apply where the Buyer is a Consumer for the purposes of the Consumer Guarantees Act 1993.

18.2 Subject to the rights and remedies contained in the Consumer Guarantees Act 1993, if, as the result of some fault on Computer Recyclers part, the Goods supplied are defective in that; (a) They are not acceptable quality; or (b) They are not reasonably fit for any particular communicated purpose where the Consumer has reasonably relied on Computer Recyclers skill and judgement; or (c) They do not comply with the description given to the Consumer before purchase; or (d) They do not comply with the sample or demonstration model shown to the Consumer before purchase. Then the Consumer must notify Computer Recyclers within seven (7) days of when such defect was discovered or ought to have been discovered and, return the Goods to Computer Recyclers.

18.3 Where appropriate, Computer Recyclers will remedy the defect by way of repair, replacement, or (if necessary) refund.

18.4 Where the defect cannot be remedied or is of a substantial character, Computer Recyclers will, at its option, refund the Consumers money or replace the Goods, or compensate the Consumer for the amount of any reduction in value of the Goods below the price paid or payable.

18.5 With the exception of the relevant statutory warranties contained in the Consumer Guarantees Act 1993, no warranty or condition shall be implied against Computer Recyclers by any other statute, at common law or otherwise; and no representation, express condition, warranty or variation of these Terms and Conditions shall be binding on Computer Recyclers unless it is in writing and signed for on behalf of Computer Recyclers.

18.6 Where the Goods or any of them are subject to any express warranty given by Computer Recyclers to remedy any defect by repairing or replacing the Goods with Goods of identical type, then the Consumer shall not be able to exercise its remedies set out in the Consumer Guarantees Act 1993 without first giving Computer Recyclers a reasonable opportunity to remedy the defect by repair or replacement in accordance with its express warranty.

18.7 Goods returned under express warranty for the purposes of remedying any defect, must, where practical be returned free of charge to the Computer Recyclers premises, all transportation charges, insurance, taxes, duties and charges being borne by the Consumer.

18.8 Where hardware is purchased from a supplier Computer Recyclers may assist the Buyer, at the Buyers cost to exercise the Buyers rights under the suppliers warranty provisions.

19. UNPAID SELLER'S RIGHTS

19.1 Where the Buyer has left any item with Computer Recyclers for repair, modification, exchange or for Computer Recyclers to perform any other Service in relation to the item and Computer Recyclers has not received or been tendered the whole of the Price, or the payment has been dishonoured, Computer Recyclers shall have: (a) A lien on the item; (b) The right to retain the item for the Price while Computer Recyclers is in possession of the item; (c) A right to sell the item.

19.2 The lien of Computer Recyclers shall continue despite the commencement of proceedings, or judgement for the Price having been obtained.

20. CLAIMS

20.1 Where claims for non-delivery, errors, or damage are made by the Buyer then; (a) All claims must be received by Computer Recyclers within seven (7) days of delivery in the ordinary course of trade of the Goods; (b) All claims must be accompanied by the number and date of supplying invoices;

(c) All claims must specifically identify the problem and where appropriate be accompanied by the Goods; and (d) Computer Recyclers shall have a reasonable opportunity to investigate the claim provided that this clause 20.1 shall not prevent the Buyer who is a Consumer from exercising any remedies that Buyer may have under the Consumer Guarantees Act 1993.

20.2 Goods returned by a Buyer must be returned free of charge to the Computer Recyclers premises free of all transportation charges, insurance costs, taxes, duties and any other additional charges to the intent that all such charges, be paid by the Buyer.

20.3 If claims are not received in accordance with the requirements specified in clause 20, the Buyer shall be conclusively deemed to have accepted the Goods and Computer Recyclers shall not incur any subsequent liability whatsoever in relation to the Goods.

21. RETURNS AND CANCELLATIONS

21.1 When Goods are not returned in the original condition as supplied to the Buyer, Computer Recyclers may in its sole and absolute discretion fix the value of those Goods and make whatever deduction it sees fit for the alteration in condition of the Goods supplied. All freight charges and costs incurred shall not be refunded in any event and shall be at the cost of the Buyer.

21.2 Computer Recyclers may cancel any contract to which these Terms and Conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice Computer Recyclers shall repay to the Buyer any sums paid in respect of the Price. Computer Recyclers shall not be liable for any loss or damage whatsoever arising from such cancellation.

21.3 In the event that the Buyer cancels delivery of the Goods the Buyer shall be liable for any loss incurred by Computer Recyclers (including, but not limited to, any loss of profits) up to the time of cancellation.

21.4 Cancellation of orders for Goods made to the Clients specifications or non-stocklist items will definitely not be accepted, once production has commenced.

22. LIMITATION OF LIABILITY

22.1 Computer Recyclers liability in any case of defect or fault, shall be limited to the purchase price of the Goods in respect of which such liability arises. Computer Recyclers shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever and

howsoever arising PROVIDED THAT this clause 22.1 shall not prevent a Buyer who is a Consumer from exercising any remedies that Buyer may have under the Consumer Guarantees Act 1993.

22.2 Computer Recyclers shall not be responsible for any damage whatsoever caused either to the Goods supplied or as a result of the malfunction of such Goods if; (a) The Goods are fitted by unqualified tradesmen; or (b) The Goods are fitted in an untradesmanlike manner; or (c) The Goods are in any way adapted to a use for which they are not specifically intended; or (d) The Goods are added to or repaired using components not recommended or approved by the manufacturer of such Goods; or (e) The Goods are improperly transported or stored.

23. OPERATING HOURS

Standard office operating hours are from 9am to 5:30pm, Monday through to Friday. Our workshop also operates most Saturdays from 9am until 12:30pm.

24. PRIVACY ACT 1993

24.1 The Buyer authorises Computer Recyclers or Computer Recyclers agents to; (a) Access, collect, retain and use any information about the Buyer (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Buyers creditworthiness; or (for the purpose of marketing products and services to the Buyer). (b) Disclose information about the Buyer, whether collected by Computer Recyclers from the Buyer directly or obtained by Computer Recyclers from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Buyer.

24.2 Where the Buyer is an individual the authorities under clause 24.1 are authorities or consents for the purposes of the Privacy Act 1993.

24.3 The Buyer shall have the right to request Computer Recyclers for a copy of the information about the Buyer retained by Computer Recyclers and the right to request Computer Recyclers to correct any incorrect information about the Buyer held by Computer Recyclers.

25. COMMUNICATIONS

Computer Recyclers may use information received to inform potential Buyers of specials or promotions and to supply information or assistance to Buyers when dealing with Computer Recyclers.