

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "AlphanetPABX" shall mean AlphanetPABX Limited, or any contractors, agents or employees thereof.

1.2 "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing products and services from AlphanetPABX.

1.3 "Products" shall mean:

1.3.1 all Products of the general description specified on the front of this agreement and supplied by AlphanetPABX to the Client; and

1.3.2 all Products supplied by AlphanetPABX to the Client; and

1.3.3 all inventory of the Client that is supplied by AlphanetPABX; and

1.3.4 all Products supplied by AlphanetPABX and further identified in any invoice issued by AlphanetPABX to the Client, which invoices are deemed to be incorporated into and form part of this agreement; and

1.3.5 all Products that are marked as having been supplied by AlphanetPABX or that are stored by the Client in a manner that enables them to be identified as having been supplied by AlphanetPABX and

1.3.6 all of the Client's present and after-acquired Products that AlphanetPABX has performed work on or to or in which goods or materials supplied or financed by AlphanetPABX have been attached or incorporated.

1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.

1.4 "Products and Services" shall mean all products, services, goods and advice provided by AlphanetPABX to the Client and shall include without limitation the supply, installation and maintenance of telephone headsets and telephones and all associated services and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by AlphanetPABX to the Client.

1.5 "Price" shall mean the cost of the Products and Services as agreed between Voicepro and the Client and includes all disbursements eg charges AlphanetPABX pay to others on the Client's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

2.1 Any instructions received by AlphanetPABX from the Client for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

3.1 The Client authorises AlphanetPABX to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by AlphanetPABX to any other party.

3.2 The Client authorises AlphanetPABX to disclose any information obtained to any person for the purposes set out in clause 3.1.

3.3 Where the Client is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

4.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by AlphanetPABX at the time of the contract.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of AlphanetPABX between the date of the contract and delivery of the Products and Services.

5. PAYMENT

5.1 Payment for Products and Services shall be made in full before goods are released.

5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.

5.3 Any expenses, disbursements and legal costs incurred by AlphanetPABX in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.

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

5.5 A deposit may be required.

5.6 Where the Client undertakes a free Product trial, and does not return the Products by the end of the trial date, AlphanetPABX retains the right to charge the Client's credit card in full for the agreed price of the Products.

6. QUOTATION

6.1 Where a quotation is given by AlphanetPABX for Products and Services:

6.1.1 Unless otherwise agreed the quotation shall be valid for seven (7) days from the date of issue; and

6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;

6.1.3 AlphanetPABX reserves the right to alter the quotation because of circumstances beyond its control.

6.2 Where Products and Services are required in addition to the quotation the Client agrees to pay for the additional cost of such Products and Services.

7. AGENCY

7.1 The Client authorises AlphanetPABX to contract either as principal or agent for the provision of Products and Services that are the matter of this contract.

7.2 Where AlphanetPABX enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the Client agrees to pay any amounts due under that contract.

8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

8.1 Title in any Products and Services supplied by AlphanetPABX passes to the Client only when the Client has made payment in full for all Products and Services provided by AlphanetPABX and of all other sums due to AlphanetPABX by the Client on any account whatsoever. Until all sums due to AlphanetPABX by the Client have been paid in full, AlphanetPABX has a security interest in all Products and Services.

8.2 If the Products and Services are attached, fixed, or incorporated into any property of the Client, by way of any manufacturing or assembly process by the Client or any third party, title in the Products and Services shall remain with AlphanetPABX until the Client has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be part of or a constituent of any new Products and Services, title to these new Products and Services shall be deemed to be assigned to AlphanetPABX as security for the full satisfaction by the Client of the full amount owing between AlphanetPABX and Client.

8.3 The Client gives irrevocable authority to AlphanetPABX to enter any premises occupied by the Client or on which Products and Services are situated at any reasonable time after default by the Client or before default if AlphanetPABX believes a default is likely and to remove and repossess any Products and Services and any other property to which Products and Services are attached or in which Products and Services are incorporated. AlphanetPABX shall not be liable for any costs, damages, expenses or losses incurred by the Client or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. AlphanetPABX may either resell any repossessed Products and Services and credit the Client's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and Services and credit the Client's account with the invoice value thereof less such sum as AlphanetPABX reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

8.4 Where Products and Services are retained by AlphanetPABX pursuant to clause 8.3 the Client waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

8.5 The following shall constitute defaults by the Client:

8.5.1 Non payment of any sum by the due date.

8.5.2 The Client intimates that it will not pay any sum by the due date.

8.5.3 Any Products and Services are seized by any other creditor of the Client or any other creditor intimates that it intends to seize Products and Services.

8.5.4 Any Products and Services in the possession of the Client are materially damaged while any sum due from the Client to AlphanetPABX remains unpaid.

8.5.5 The Client is bankrupted or put into liquidation or a receiver is appointed to any of the Client's assets or a landlord distains against any of the Client's assets.

8.5.6 A Court judgment is entered against the Client and remains unsatisfied for seven (7) days.

8.5.7 Any material adverse change in the financial position of the Client.

8.6 If the Credit Repossession Act applies to any transaction between the Client and AlphanetPABX, the Client has the rights provided in that Act despite anything contained in these terms and conditions of trade.

9. DISPUTES AND RETURN OF PRODUCTS

9.1 No claim relating to Products and Services will be considered unless made within seven (7) days of delivery or installation.

9.2 The Client shall be deemed to have accepted the Products and Services unless the Client notifies otherwise within seven (7) days of delivery or installation of the Products and Services.

9.3 No Products and Services will be accepted for return by AlphanetPABX without prior approval.

9.4 All Products returned to AlphanetPABX will incur a restocking fee.

10. LIABILITY

10.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon AlphanetPABX which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on AlphanetPABX, AlphanetPABX'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.

10.2 Except as otherwise provided by clause 10.1 AlphanetPABX shall not be liable for: 10.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products & Services to the Client by AlphanetPABX, including consequential loss whether suffered or incurred by the Client or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by AlphanetPABX to the Client.

10.3 If, contrary to the disclaimer of liability contained in these terms and conditions of trade, AlphanetPABX is deemed to be liable to the Client, following and arising from the supply of Products and Services by it to the Client, then it is agreed between AlphanetPABX and the Client that such liability is limited in its aggregate to \$500.00.

11. WARRANTY

11.1 Manufacturer's warranty applies where applicable.

12. CONSUMER GUARANTEES ACT

12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Products and Services from AlphanetPABX for the purposes of a business in terms of section 2 and 43 of that Act.

13. MISCELLANEOUS

13.1 AlphanetPABX shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

13.2 Failure by AlphanetPABX to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations AlphanetPABX has under this contract.

13.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

VOICE AND CONNECTIONS BUSINESS TERMS

1. Definitions

"we", "our", or "us" refers to AlphanetPABX Limited, and "you" or "your" refers to the Customer.

"Service", "Services", "Product", or "Products" shall refer to all goods and services of any kind that we provide to you as specified in a Service Agreement.

"Service Agreement" means the Voice Service Agreement which is not confirmed by us until we accept and confirm your order and verify that the requested Service and installation method is available.

"Commencement Date", unless otherwise specified, means the date on which we notify you that the Service is available.

"Terms" means these Voice Business Terms.

2. Our Charges

The cost ("Charges") for each Product or Service shall be outlined in a Service Agreement and shall begin from the Commencement Date, regardless of when they begin to be used. You are liable for all Charges regardless of who uses the Product or Service.

If Services are provided for a specific term and that term has ended, then we will continue to charge you on a month to month basis for that Service unless we agree to a new term. You shall remain liable for those Charges and these Terms shall continue to apply.

3. Billing & Resale

We will send you an invoice for the Charges at the end of each month, which you will pay without deduction (other than validly disputed amounts) on the 20th day of the month following ("the Due Date"). Unless agreed otherwise, fixed charges are payable in advance, and other charges are payable in arrears.

Part payment of any invoice will not amount to full and final settlement and the remainder of your invoice will remain due on the Due Date.

Unless we explicitly agree in writing, you are not permitted to resell any Product or Service and you affirm that you are the end user.

4. Disputed Accounts

You agree that unless you dispute a Charge prior to the Due Date, then you accept that Charge as valid and agree to pay it in full and without deduction. If you dispute a Charge, you must notify us immediately and without delay. We will investigate the dispute, and while we are doing this you do not need to pay the disputed amount, but are required to pay any amount due that is not disputed. If we agree with your assessment, we will issue an amended invoice without delay. If we do not agree with your assessment and you still dispute the account, then you agree to submit the dispute for final and binding resolution to a mediator appointed by the Chair of LEADR New Zealand Inc in accordance with their standard mediation agreement.

5. Overdue Accounts

If you do not pay an invoice by the Due Date, we may charge you interest at 12% per annum on the unpaid amount from the Due Date until the date you pay it. Interest shall be calculated and compounded daily. You must also pay any costs that are incurred by us or our agents in recovering the money that you owe us.

We reserve the right to suspend or restrict any Service that we provide for you until payment is made in full, and you will continue to remain liable for all Charges.

This section does not apply to the portion of any invoice that is validly disputed.

6. Consumer Guarantees Act

Our Product(s) and Service(s) are provided for business purposes and you acknowledge and agree that the Consumer Guarantees Act 1993 does not apply.

7. Subcontract & Assignment

We may, at our sole discretion, subcontract any or all of our obligations under this or any other Agreement you have with us without your consent, provided that we will remain ultimately responsible to you for carrying out those obligations.

You may not assign or have someone else perform your side of any agreement with us without our prior written consent. We may assign or have someone else perform our side of any agreement we have with you.

8. Changes to these Terms

We may change these Terms from time to time, and will provide you no less than 30 days written notice when we do so. We may further change any Service Agreement, provided that we are providing the same or equivalent Products or Services for the same or lower cost. If any change to our Terms or Service Agreement is seriously detrimental to you, then you may elect to terminate the affected Service without penalty or fee.

9. Confidential Information

All Product & Service information and pricing that is not on our website is to be treated as confidential and shall not be disclosed to any other party unless we agree to this in writing. You must also not disclose any commercially sensitive information that you receive from us, unless we agree to this in writing.

10. Termination

We require 30 days written notice for the termination of any Service. If that Service is being provided to you for a specific term and you cancel within that term, then you must also pay us a penalty fee of 50% of the total monthly Charges remaining in your term, unless explicitly stated otherwise in the Service Agreement.

Be sure to check with your current provider before giving us authority to port your numbers and/or broadband that you are out of contract. Any and all termination fines and fees from your old provider are your responsibility to pay unless otherwise discussed with us in written format.

Either party may terminate any or all Services immediately and without penalty if the other party:

- Materially breaches these Terms; or
- (or its directors/principals) goes into liquidation, bankruptcy, or receivership; or

- has a receiver or statutory manager appointed over any or all of its assets; or
- is removed from the Companies Register, is dissolved, or dies; or commits an act of fraud, theft, or dishonesty that impacts the other party.

If we require consent from owners of any site for access in order to supply you with a particular Service and the owners of that site withdraw such consent or request us to remove our equipment, then we may terminate the Service provided to you by written notice with effect of the date on which access to the site will be unavailable to us. You acknowledge and accept that we will not be liable to you in any way for failure to supply any Service where we terminate such Service under this provision.

Termination due to breach of these Terms will not affect other rights and remedies. If

Services are terminated due to breach, then you agree to pay us any monies owing (including any applicable penalty fee of 50% of the total monthly Charges remaining in your term, unless explicitly stated otherwise in the Service Agreement) and immediately return any equipment owned by us or provide us access to retrieve our equipment.

11. Our Equipment & Access

We will supply and install any equipment needed to provide the Services, unless agreed otherwise. Acquiring our Products or Services does not give you any proprietary rights to any part of our network or equipment.

You agree to provide a safe and secure operating environment for our equipment; follow our directions when connecting anything to our network or equipment; not damage or interfere with our equipment; and notify us as soon as reasonably practicable if there is any failure of or damage to our equipment.

You agree to pay for any damage or loss to our equipment caused by any reason other than normal wear and tear.

You agree to provide us access to any premises where our equipment is located or due to be located for the purposes of installing, maintaining, replacing, or retrieving that equipment. We will endeavour to provide at least 24 hours' notice of requiring access to your premises.

12. Invalidity and Severance

If any provision of these Terms is unlawful and/or unenforceable, then it will be severed from the rest of these Terms which shall remain in force. Each provision of these Terms is separately binding.

13. These Terms

These Terms supersede all prior Terms.

The termination of Services with us does not affect any rights and responsibilities that are intended to continue or come into force after such termination.

14. No Partnership & No Third Party Rights

Nothing in these Terms is deemed to constitute either party as partners, agents, or legal representatives of the other.

Neither you nor we intend to create rights in or grant remedies to any third party as a beneficiary of these Terms or any Agreement with you, and these Terms or any Agreement with you shall be for the sole and exclusive benefit of you and us.

15. Pricing excludes GST

Unless explicitly stated otherwise, all pricing quoted to you by us excludes New Zealand Goods and Services Tax of 15%.

16. New Zealand Law

All Products and Services are provided to you under New Zealand law. You may take action against us only in a New Zealand court or tribunal with the appropriate jurisdiction.

17. Cost Recovery

You are liable and will indemnify us for all costs and losses we incur because of your default to us. That means being liable to pay the full cost of any expenses or losses we incur when we enforce or attempt to enforce any of our legal rights against you. Examples include any attempts by us to collect any money you owe us and any debt recovery commissions or legal fees we incur or are about to incur as part of our recovery process.

The Customer Confirms that all the information above is correct and that they have read and agreed to the Voice Business Terms above.