

Protex-Mobile Alarms Limited – Terms and Conditions

1. The initial lease term is whatever number of weeks you have selected up to a maximum of fifty-two (52) weeks (minimum of eight (8) weeks). At the end of the initial lease term a four (4) weekly rolling lease applies subject to termination under 3 below.
2. The rate per camera leased is forty dollars (\$40) per week plus GST. This is payable by a payment in advance for the first eight (8) weeks and thereafter in advance for each rolling four (4) week term. All payments by charge against your credit card unless prior alternative arrangements have been agreed with us in writing. Where you have given notice of termination under clause 3 we may choose at our discretion to defer charging of your credit card until the due date for the return of equipment under clause 3 has passed.
3. You can terminate the lease by giving us no less than five (5) working days prior written notice of your chosen termination date (which cannot be earlier than the expiry date of the initial lease term, or if that date has passed then the expiry date of the current four (4) weekly rolling term or any future (4) weekly rolling term as you may elect) and returning all leased equipment to us. Where that equipment is received by us within ten (10) working days after the relevant termination date no rental is payable past that termination date and any rental charges that have been charged past that date will be refunded otherwise rental will be charged for the whole of the four (4) week term in which the equipment is received by us. In all cases the termination of the lease by return of the equipment, and the cessation of charging, is subject to the equipment returned meeting the specified standard (see 15 below) or having been repaired to that standard or a replacement item having been ordered and received by us.
4. A preauthorisation (or "hold") will be placed on your credit card of \$850.00 per camera as security for the leased equipment. Following the expiry of the term, and the return of the equipment meeting the specified standard, the preauthorisation will be released subject to the charging and payment of any other monies payable.
5. Our specified lease rate is based upon rates and costs as at the date of the contract. The rate may be changed at any time to reflect any increase in rates and costs, and following the expiry of the initial lease term may be changed at our discretion on no less than one (1) months' notice.
6. Time is of the essence for all of your payment obligations.
7. If at any time we deem your credit or any previously given security to be unsatisfactory, we may require security or additional security and may suspend performance until provided. All costs and expenses of or incurred by us as a result of such suspension and any re-commencement are at your cost.
8. You are not entitled to withhold payment or to make any deductions without our prior written consent.
9. Interest at 24% per year on a daily accruing and compounding basis is payable on any moneys outstanding under the contract from the date payment was due until the date payment is received by us whether before or after judgment but without prejudice to our other rights in respect of non-payment or late payment.
10. We will arrange for delivery to the New Zealand address you have advised in your online order within 5-7 working days, subject to the payment of any additional delivery charge (most New Zealand Addresses are free delivery) or as otherwise agreed by us in writing. All items provided by us are provided pursuant to a shipment contract and risk of loss damage or deterioration passes to you upon our delivery to the carrier.
11. Without limitation to clause 10, we reserve the right to deliver equipment (and any incidental items) by instalments and delay or failure to make delivery of an instalment shall not entitle you to take termination actions in respect of any delivered equipment (or incidental items), nor to take any termination actions in respect of any undelivered equipment (or incidental items) without first giving us one (1) month's written notice to remedy.
12. Time of delivery is 5-7 working days. Delivery is not of the essence and we will have no liability to you in connection with any delay. In respect of any shortfall, and without prejudice to clause 11, our liability to you is limited to making up that shortfall.
13. You have seven (7) days from receipt of the equipment to advise us of any defects failing which you are deemed to have accepted the equipment (and any incidental items) as complying with your requirements. In respect of any defect which we accept as valid we may agree to, and our obligation and liability is without prejudice to clause 11, limited to, sending out a replacement item and where this is to be shipped before the defective item has been returned by you and received by us we may place a further preauthorisation on your credit card.
14. The legal and equitable ownership of, and title to, the equipment remains with us at all times.
15. Following lease termination (see 3 above) all equipment must be returned to us by dispatching the equipment in the packaging and return bag provided by us at the time the equipment was provided to you. The equipment is returned at your risk and when received by us must be in good operational order and in the same as new condition as when provided to you except for fair wear and tear.
16. Any costs of repair to bring the equipment up to the specified standard (see 15 above) will be at your cost and we may charge this against your credit card.
17. Where repair is not feasible in our opinion replacement equipment of the same (or if the same is not easily obtainable, then better), quality, specification, and standard, will be ordered at a cost to you of the greater of \$1,250 and actual cost. We may charge this against your credit card.
18. Clause 14 creates a security interest in the equipment and these terms and conditions constitute a security agreement for all monies and obligations. You agree we may register a financing statement on the Personal property Securities Register and that sections 114(1)(a), 133, and 134 of the Personal Property Securities Act 1999 (PPSA) will not apply to the security interests created by these terms and conditions, the buyer's rights referred to in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, 132 of the PPSA are contracted out of, and you waive your right to receive a verification statement under Section 148.
19. Except as expressly set out in these terms and conditions, all representations, conditions, and warranties (express or implied), applying between us, whether statutory or otherwise, are excluded to the maximum extent permitted by law, and, further, because we do not manufacture the equipment (or any incidental items) no warranties are given by us in respect of those. Where the manufacturer or supplier to us of any such goods, services, or components, provides any warranty, then to the extent that we are able to do so will make such warranty available to you.
20. To the maximum extent permitted by law, our entire liability to you or any other person, whether statutory, contractual, tortious or otherwise (and including without limitation in negligence), excludes indirect losses, consequential losses and financial or economic losses, is limited to the cost of repair or replacement of the equipment or, in the case of services, the contract price actually paid by you, and is further limited to claims made within one (1) year after the date the cause of action accrued.

21. We shall not be deemed to have waived any term or condition unless such waiver is in writing under signature of our director or any other authorised officer and any such waiver, unless the contrary is expressly stated, applies to and operates only in a particular transaction, dealing or matter.
22. You authorise any person or company to provide us with information in response to our credit enquiries.
23. We may from time to time amend these terms and conditions whereupon you shall be deemed to have agreed to the amended terms and conditions which shall prevail over any previous terms and conditions to the maximum extent permitted by law consistent with the existence of a contract.