

Standard Terms and Conditions of:**SAVANT CREATIVE (Savant) - an n-Gon Group facet - Page 1 of 2**

1. Acceptance: Any instructions received by Savant from the Client for the supply of Goods and/or Services shall constitute acceptance by the Client of these terms and conditions. Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Fee. Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of Savant. None of Savant's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by Savant in writing nor is Savant bound by any such unauthorised statements.

2. Goods / Services: The Goods and/or Services are as described on the invoice, quotation, or any other order forms as provided by Savant to the Client.

3. The Customer's Verbal Instructions: Savant shall not be held liable for errors or omissions arising from an oversight or misinterpretation of the customer's verbal instructions.

4. Proofs: Savant shall not be liable for errors where a proof has been submitted to and approved by the Client either in writing or verbal. Colour Proofs. No guarantee shall be given to exactly match a print production with a colour proof due to variances in proof preparation methods and substrates.

5. Urgent Delivery: Should urgent delivery be specified and agreed upon and should such delivery necessitate overtime or other additional cost, then such additional charges will be at the Client's expense.

6. Fees, Payment and Credit: The Fee shall be as quoted or as indicated on invoices in the event of unquoted service. An invoice is provided by Savant to the Client in respect of Goods and/or Services supplied. The Fee shall be increased by the amount of any GST which may be applicable. Payment for the Goods and/or Services shall be made on presentation of invoice unless credit arrangements have been made and approved by Savant prior to the commencement of service. Any such arrangements will however be limited to and not exceed payment by the 20th of the month following the supply of invoice. Savant do not issue statements, payment is therefore made against the invoice issued by due date. Domain name registration or renewal, together with web hosting fees are payable annually in advance, without exception - No credit will be provided on these items.

7. Default & Consequences of Default: Interest on overdue invoices shall accrue, at a rate of 2.5% per calendar month, from the date when payment becomes due, until the date of payment. If the Client defaults in payment of any invoice when due, the Client shall indemnify Savant from and against Savant's costs and disbursements including legal costs on a solicitor and/or collections agency and own Client basis, and in addition, all of Savant's costs and collection commissions and/or fees. If any account remains unpaid at the end of the second month, after supply of the Goods and/or Services, an immediate amount of 10% of the amount overdue shall be levied for administration fees. In the event of default, any time employed in the pursuit of the recovery of such debt such as time/travel/expenses/arbitration/disputes or legal processes will be charged out to the Client at a rate of \$150 per hour or part thereof in addition to any legal fees. These sums shall become immediately due and payable in addition to the interest payable. Without prejudice to any other remedies Savant may have, if at any time the Client is in breach of any obligation (including those relating to payment), Savant may suspend or terminate the supply of Goods and/or Services (including websites and/or email service) to the Client and any of its other obligations under the terms and conditions, Savant will not be liable to the Client for any loss or damage the Client suffers because Savant exercised its rights under this clause.

Suspension of a website will incur a fee over and above that already owed in the amount of \$250 for reactivation. The site will only be reactivated once all payments together with the reactivation fee are settled in full. No exceptions will be considered in regards website material. Savant will not be liable to the Client for any loss or damage the Client suffers because Savant exercised its rights under this clause, including the loss of the website, it's content, database, domain name, emails or anything related to such.



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8. Client Delays: Savant reserves the right to invoice the full quoted price or for work done to date, at their discretion, on any project on which delayed completion is due to the client. This can include but not limited to - delayed project sign-off or delayed supply of material required for the project completion or where no response is received from the client within a reasonable period of time after the supply of proof or concept.

9. Privacy Act 1993: The Client authorises Savant to collect, retain and use any information about the Client, for the purpose of assessing the Client's creditworthiness, debt recovery action, or marketing any Goods and/or Services provided by the Savant to any other party. The Client authorises Savant to disclose any information obtained to any person, for the purposes set out above. Where the Client is a natural person, the authorities above, are authorities or consents for the purposes of the Privacy Act 1993.

10. Delivery of Goods and/or Services: Savant shall not be liable for any loss or damage whatever due to failure by Savant to deliver the Goods and/or Services by due date or at all due to circumstances beyond the control of Savant.

11. Errors & Omissions: The Client shall inspect the Goods and/or Services on completion and shall within three (3) days of supply, notify Savant of any alleged defect, or failure to comply with the description or quote. The Client shall afford Savant a reasonable time following notification of defect to inspect the Goods and/or Service and rectify as deemed appropriate/practical. The Goods and/or Services will be deemed to have been supplied to specification if the Client fails to advise Savant within the above mentioned time period.

12. Intellectual Property: Where Savant has designed, drawn or photographed items for the Client, then the copyright in those designs and drawings shall remain vested in Savant until full payment has been made for such, and shall, in the interim, only be used by the Client at Savant's discretion. Where any designs or drawings have been supplied by the Client for manufacture by or to the order of Savant, then the Client warrants that the use of those designs or drawings shall not infringe the rights of any third party. The Client warrants that any designs or instructions supplied to Savant will not cause Savant to infringe any patent, registered design, copyright or trademark in the execution of the Client's order.

13. Disclaimer: The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any representative or agent of Savant and the Client acknowledges that he buys the Goods and/or Services relying solely upon his own skill and judgement.

14. Cancellation: Savant may cancel these terms and conditions or cancel delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice. On giving such notice Savant shall promptly repay to the Client any sums paid in respect of the Fee for those Goods and/or Services if having been paid in advance for such Goods and/or Services. Savant shall not be liable for any loss or damage whatsoever arising from such cancellation. At Savant's sole discretion the Client may cancel delivery of Goods and/or Services. In the event that the Client cancels delivery of Goods and/or Services the Client shall be liable for any costs incurred by Savant up to the time of cancellation.

15. Consumer Guarantees Act 1993: This agreement is subject, in all cases except where the Client is contracting within the terms of a trade/business (which cases are specifically excluded), to the provisions of the Consumer Guarantees Act 1993.

16. General: If any provision of these terms and conditions shall be deemed invalid, void, illegal or unenforceable, the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. All Goods and/or Services supplied by Savant are subject to the laws of New Zealand and Savant takes no responsibility for changes in the law that affect the Goods and/or Services supplied. In the event of any breach of this contract by Savant the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Savant exceed the Price of the Goods and/or Services. Savant may license or sub-contract all or any part of its rights and obligations without the Client's consent. The Client shall not set off against the Price amounts due from Savant. Savant reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which Savant notifies the Client of such change.

