

PRODUCTS AND SERVICES

Offer

1. We offer products and services via our website, by email, by hard copy brochures and by face to face selling. Our offers are made only for acceptance within New Zealand by persons over the age of 18 years. Every offer is made on the basis that we will consider an order from you pursuant to the offer and will conclude a sale at our discretion by accepting your offer. When we elect to accept your offer we will notify you by email within 7 days of your order.

Commissions

From time to time UBT offers products and services via our website, by email, by hard copy brochures and by face to face selling, which products or services are provided by third parties which are typically subject to agreements whereby UBT benefits, whether by cash payment rebate, commission or otherwise for introducing you as purchaser of those goods and services. You hereby expressly acknowledge and consent to this arrangement .UBT may also receive transactional information in relation to these agreements for auditing of benefits and marketing purposes.

Description

2. We describe each product and service as accurately as we are able. Images and pictures are provided by way of illustration and do not necessarily show the full designs or options. No product or service comes with any add on or accessory unless we expressly say so.

Prices and Payments

3. Prices advertised are in New Zealand Dollars and exclude GST unless we advise otherwise. In these terms and conditions, on our website and in any advertising material we use, "GST" has the meaning given to it in Goods and Services Tax Act 1985. If payment with order is requested, we will tell you the methods available and no sale can be concluded without payment in full. If payment is by subscription we will tell you the methods available and you will be subject to the Subscriptions section of these terms and conditions.

Delivery

4. Depending on the product or service offered, delivery may be electronically by download or physically by our nominated transport, or by progressive release and delivery of products and services over a specified period. The title to any product sold to you will not pass to you until we have received payment in full. Costs of packaging and delivery to you will be paid by us unless we tell you otherwise.

Customer Service Contact and Response Time

5. Our Customer Service team operates during business hours 8.00 AM – 4.30 PM Monday to Friday, public holidays excepted. They will respond within one business day to any customer enquiries sent to onesupport.nz@ubteam.com during business hours. Our goal is to respond to at least 80% of these enquiries within 60 minutes. Otherwise contact can be made by calling 0800 828123 to speak to a Customer Service representative; if you call out of hours, please leave your contact details so we can return your call.

Customer Satisfaction Guarantee

6. Under our Customer Satisfaction Guarantee we promise that if for any reason you are not satisfied with a UBT supplied product, you may return it for a refund of your purchase price. The refund will depend on your returning the product to us in an original saleable condition within 30 days of the sale. The product will remain at your risk until received by us. This guarantee extends only to products supplied directly by us and not by one of our preferred suppliers. Other rights and remedies in relation to the products purchased from us include:
 - The benefit of all manufacturers' warranties in relation to the products.
 - Our warranty against defect in respect of all electronic hardware for the period of the manufacturers' warranties provided the hardware is used according to the manufacturers' recommendations.
 - Our warranty that any electronic hardware that is inoperable on arrival or that fails within 30 days of shipping will be replaced by us as soon as possible, the faulty hardware to be returned to us.

Requirements for returns generally are shown in clause 26.

Statutory Warranties

- a. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire goods from UBT for business purposes in terms of Sections 2 & 43 of that Act

Limitation of Liability

- a. The Sale of Goods Act 1908, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon UBT 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 UBT the liability of UBT 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.
- b. Except as otherwise provided above UBT shall not be liable for any loss or damage of any kind whatsoever, arising from the supply of Goods by UBT to you including Consequential loss whether suffered or incurred by you 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 Goods provided by UBT to you.

Returns

7. To utilise Warranty Support, repair services or return requests, please contact onesupport.nz@ubteam.com or call 0800 828123 You will be given a reference number and instructions how product is to be delivered to us. When returning products it is at your risk until we receive it. Always include the reference number provided, your current contact details, a description of the service you are seeking and any requested supporting documentation. Where any returned product contains data, we cannot guarantee the recovery or transfer of that data. You are strongly recommended to back-up all your data on a regular basis and prior to returning any items for repair or warranty claims.

Warranty Claims:

If you purchase our products or services and they or any part of them are defective, we may at our option:

- Repair or replace products or part of them or reimburse you for repair or replacing the products
- Resupply the services or pay the cost of having the services supplied again
- Refund your purchase price.

We will always contact you to advise of valid warranty claims, to accept a claim under our Customer Satisfaction Guarantee, or to notify you that required repairs are chargeable.

Tampering with, attempting to repair or damaging any product or device may void your warranty. Warranties do not cover user damage to the device. Warranties may not cover abnormal use, or consumable parts.

Please refer to the procedures in clause 26 for making warranty claims and arranging returns.

Repairs

8. When repairing or replacing equipment and hardware we may use refurbished or like new parts, and where we are unable to replace an item we may provide an alternative that is like or superior to the goods replaced.

Software

9. All software provided is subject to the terms and conditions of the license agreement relating to that software. You acknowledge your obligation to honour such licence agreements. All rights, title or interest in respect of the intellectual property rights in the software remain with us or the licensor of the software.

Monthly Software and System Licence

10. All computer hardware has the Streamline3 software pre-installed which you are licensed to use by the Monthly Software and System Licence fee. It manages access to the "World Wide Web" on your behalf with default settings which you as the responsible business owner are able to modify for your intended use.
- It uses a system of "whitelisting" approved web sites, and "blacklisting" inappropriate sites which an administrator can modify at your discretion for users.
 - This software is not transferable to another device or user.
 - The Purchaser of a Computer or Laptop is responsible for the administration of the pre-installed Streamline3 software settings and must agree to the software licensing Terms and conditions.
 - Removal and circumvention of the Streamline3 protection system provided is not to be undertaken in any way, form or fashion and may breach its warranty.
 - Also pre-installed is the ESET NOD32 anti-virus software.
 - The licence fee also includes email, fax and telephone support to assist you with administering pre-installed software.

Whole Agreement

11. These terms and conditions, when read with any terms and conditions included with product descriptions or at check-out, represent the whole of the terms of the contract between you and us and all representations, undertakings, prior agreements or arrangements are expressly excluded. Where there is a conflict between these terms and conditions and terms and conditions included with product descriptions, the product terms and conditions take precedence. You expressly acknowledge that in entering into a purchase you have not relied upon any prior representation made by us concerning the products and services, their uses, fitness, quality or specifications.