

Terms and Conditions of Use

These Terms and Conditions of Use are important

These Terms and Conditions of Use form a legal contract between you our Customer and Panel Quote Limited in relation to your use of the website based computer software system known as “Panel Quote”. These Terms and Conditions of Use specify:

- Your obligations, rights and responsibilities when using the website based computer software system known as “Panel Quote”;
- Our obligations, rights and responsibilities in relation to the provision of the website based computer software system known as “Panel Quote”;
- Other important matters including privacy, termination of access to the website based computer software system known as “Panel Quote”, amendments to our Services and these Terms and Conditions of Use and how you may receive notices.

Licence to Use

Panel Quote Limited will provide access for The Customer to its website based computer software system known as “Panel Quote” and all supporting and necessary documentation for use by The Customer in consideration for the price stated in Schedule 1 of the main licence agreement and in accordance with paragraphs 6, 7, 8, 9, 10, 11 and 12 of this agreement.

Grant of Licence

Panel Quote Limited hereby grants a Non-Transferable Licence to The Customer to use the website based computer software system known as “Panel Quote” in accordance with the Terms and Conditions of this agreement.

The Customer hereby acknowledges that the software including without limitation, the design thereof, documentation and other information relating thereto remain the property of the head Licensee Panel Quote Limited and title thereto does not at any time pass to The Customer. This Agreement grants The Customer access to and use of the website based computer software system known as “Panel Quote” and continued access to and use thereof is conditional upon The Customer strictly adhering to the Terms and Conditions of this agreement. No rights or Licences are granted to The Customer other than those set forth in this Agreement.

The rights in the software shall remain with **Panel Quote Limited**, as head Licensee of the website based computer software system. Panel Quote Limited reserves the right to restrict access to the website based computer software system known as “Panel Quote”, until The Customer has paid all fees and any on going charges in full in accordance with this Agreement.

Warranty of Title

Panel Quote Limited warrants that it holds the rights to the website based computer software system known as Panel Quote within the geographical area of New Zealand pursuant to this Agreement and that it conveys good rights for The Customer to use the software as provided by this Agreement.

Payment

The Customer shall pay to Panel Quote Limited the software installation and training costs, on-going licence fees, support charges and travel costs (if any) as per its agreement with Panel Quote Limited and upon paying such software installation and training costs, on-going licence fees, support charges and travel costs (if any) shall receive access rights to the website based computer software system known as “Panel Quote”.

Payment of software installation and training costs will be by cheque or bank credit to Panel Quote Limited’s bank account and payment thereof made in advance of the provision of software installation and training.

Payment of on-going licence fees will be by monthly direct debit authority from The Customer’s bank account and paid monthly in advance, on the 5th working day of the month.

Payment of support charges and travel costs will be by monthly direct debit authority from The Customer’s bank account and paid monthly in arrears, on the 15th day of the following month.

You authorise us to debit your nominated bank account for the amount of our fees and charges.

Terms are strictly cash and no credit will be given.

Failure by The Customer to make a payment under this agreement by the due date will result in a \$20 plus GST administrative fee. Panel Quote Limited will however exercise its discretion in levying this administrative fee and such discretion will be solely at the option of Panel Quote Limited.

Review of On-Going Licence Fees and Support Charges

On-going licence fees and support charges will be reviewed in February each year by Panel Quote Limited and any increase advised to The Customer in March that same year. The increase in on-going licence fees and support charges will come into effect from 1 April in the same year.

Panel Quote Limited will, at its sole discretion, adjust its on-going licence fees and support charges in accordance with clause 13 of this Agreement.

The Customer is required to advise Panel Quote Limited as to the number of technical staff, supervisors and managers employed by The Customer so that on-going licence fees can be correctly charged. Any change to the fee charged to The Customer for on-going licence fees will come into effect from 1 April in the following year.

Access

Panel Quote Limited will provide access to and use of the website based computer software system known as “Panel Quote” in accordance with a timetable as agreed by The Customer and Panel Quote Limited.

Training

Panel Quote Limited will undertake training in accordance with a timetable as agreed by The Customer and Panel Quote Limited at the time this agreement is signed.

Warranties and Limitation of Liability

Panel Quote Limited warrants that the software operates as specified in its documentation and for its intended application.

Under no circumstances shall Panel Quote Limited, its employees or agents be held responsible for or liable in contract, tort or otherwise to compensate The Customer for any loss of profits, loss of use or interruption of business, or for indirect, special, incidental or consequential damages of any kind whether under this agreement or otherwise. The Customer must provide its own insurance against all business risks and The Customer is responsible for maintaining its own back up systems for instances such as power outage or computer hardware failure.

Enforcement and Support

Panel Quote Limited will support and maintain the website based computer software system known as “Panel Quote” as supplied to The Customer and the enhancement and support fees shall be those set out in Schedule 1 of the main licence agreement, subject to clauses 13, 14 and 15.

Breach and Termination

In the event of breach of this Agreement by The Customer, Panel Quote Limited will give written notice of such a breach to The Customer. Written notice may be via the internet and addressed to The Customer’s e-mail address. After fifteen (15) working days of such written notice and failure by The Customer to remedy such breach of this agreement, Panel Quote Limited may, at its sole discretion;

Advise The Customer that its access rights to use the website based computer software system known as “Panel Quote” have been suspended.

Direct The Customer to return to Panel Quote Limited (without retaining copies) all documentation that may have been provided by Panel Quote Limited to The Customer during the term of this Agreement.

In the event of breach of this Agreement by Panel Quote Limited, and in particular if there is a breach of the warranties contained in this Agreement on the part of Panel Quote Limited, then The Customer may give written notice of such a breach to Panel Quote

Limited. If Panel Quote Limited fails to remedy such breach within fifteen (15) working days of receiving such notice then The Customer may at its sole discretion:

- a) Cancel this agreement

If the software supplied by Panel Quote Limited is defective then Panel Quote Limited will immediately repair the defect.

Changes to Services and Terms and Conditions of Use

Panel Quote Limited may at any time modify, add or delete:

- Any of our Services; or
- Any of these Terms and Conditions of Use

Panel Quote Limited will give The Customer fifteen (15) working days notice of any changes to its Services or Terms and Conditions of Use, and notice of the changes to its Services and Terms and Conditions of Use will be notified to The Customer's current e-mail address.

Accounting Information

The Customer is responsible for record keeping and maintaining a hard copy system which meets the requirements of the Income Tax Act 1994, Goods and Services Tax Act 1985 and Companies Act 1993 or any other legislative requirements.

Panel Quote Limited accepts no liability whatsoever to The Customer for the customers failure to maintain a paper record of its data recorded on the website based computer software system known as "Panel Quote". Further The Customer warrants that it will maintain a paper based system that mirrors the data and records held on the website based computer software system known as "Panel Quote", as required to meet the requirements of the abovementioned Acts of Parliament.

Data Storage and Back Up

Panel Quote Limited will digitally back up the data on the website based computer software system known as "Panel Quote" at the end of every working day, Monday to Friday excluding public holidays.

Panel Quote Limited will take all practical steps to securely store and digitally back up The Customers data, however Panel Quote Limited accepts no liability whatsoever to The Customer for any failure in storage or back up of The Customers data which is outside of its direct control.

It is The Customer's responsibility to maintain a proper paper record system of all output generated by the website based computer software system known as "Panel Quote" as generated from the data The Customer inputs.

Security of Data

Panel Quote Limited will take all practical steps to ensure the ongoing security of The Customer's data, however Panel Quote Limited cannot accept any liability to The Customer for any breach of its security fence by a third party.

System Login and Password

The Customer warrants that it will not disclose its website based computer software system Login/s and Password/s to third parties. If The Customer chooses to disclose login/s and password/s to staff members actively involved with the website based computer software system known as "Panel Quote", The Customer warrants that immediately upon the departure of a staff member who was actively involved with the website based computer software system known as "Panel Quote", The Customer will contact Panel Quote Limited to have its login/s and password/s changed.

The Customer agrees that it will not:

- Choose passwords that are easily guessed or identified as relating to The Customer.
- Choose passwords that directly related to information that can be easily identified.
- Make its login/s and password/s known to any other person, excluding employees if this is deemed by The Customer to be appropriate. The Customer understands that if The Customer makes login/s and password/s known to a staff member then that staff member can access The Customer's data and output on the website based computer software system known as "Panel Quote" from another site which has access to the internet.

It is The Customer's responsibility to safeguard its login/s and password/s and commit its login/s and password/s to memory. Panel Quote Limited will not be held responsible for a failure on The Customers part to protect its login/s and password/s.

Confidential Information

During the course of this Agreement Panel Quote Limited, its employees and/or agents may receive and handle knowledge and information regarding The Customer's business and its customers that is considered to be confidential. Panel Quote Limited, its employees or agents shall not, either directly or indirectly, use or disclose such information, which has or may be acquired during the course of the Agreement with The Customer, concerning the business affairs of The Customer. This clause applies to all information whether recorded or memorised.

Notwithstanding clause 34 Panel Quote Limited may use information regarding The Customer's business and its customers that is considered to be confidential in nature for statistical purposes only and may make such statistical information available to third parties. At no time will The Customer's name, its customers' names or any other such information be used in connection with such statistical information.

The restriction applied to this Agreement as per clause 34 will apply throughout The Customer's Agreement with Panel Quote Limited and after termination without any limit

in point of time. However, the restriction will cease to apply to such knowledge or information that may become publicly known other than by breach of clause 34 on the part of Panel Quote Limited, its employees and/or agents.

Hours of Availability

The website based computer software system known as “Panel Quote” will be available during the hours of 7am and 7pm, Monday to Friday and during the hours of 7am and 1pm, Saturday.

The website based computer software system known as “Panel Quote” may be unavailable at times other than the hours stated in clause 37, including Sundays and Public Holidays for maintenance, back up and up grade.

Where the website based computer software system known as “Panel Quote” is to be unavailable as per clause 38, Panel Quote Limited will notify The Customer in advance by e-mail to The Customer’s e-mail address.

Telephone Support - Hours of Availability

The telephone support line will be available Monday to Friday from 8am to 5pm, excluding public holidays.

Hardware, Software and Internet Browser Requirements

The following specifications are required by minimum for the website based computer software system known as “Panel Quote” to operate correctly on The Customer’s Personal Computer:

Hardware

- PC with 300 MHz or higher processor clock speed recommended (single or dual processor system)* Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended
- 128 megabytes (MB) of RAM or higher recommended
- 1024 x 768 or higher resolution monitor
- Keyboard and Mouse or compatible pointing device

Operating System

- Windows 98

Browser

- Firefox

The following specifications are required by minimum for the website based computer software system known as “Panel Quote” to operate as intended on The Customer’s Personal Computer:

Hardware

- PC with 2.8 GHz or higher processor clock speed recommended (single or dual processor system)
- 1 Gigabyte (GB) of RAM or higher recommended
- 1280 x 1024 (standard resolution) or 1680 x 1050 resolution monitor
- Keyboard and Mouse

Operating System

- Windows XP

Browser

- Firefox

Internet Connection Requirements

The Customer is required to have a broadband connection to the internet. It is not recommended that The Customer use a dial up connection to the internet to operate the website based computer software system known as “Panel Quote”.

Panel Quote Limited does not provide any guarantee of performance where The Customer accesses the website based computer software system known as “Panel Quote” by wireless internet connection.

Technicians Job Sheet

The Technicians Job Sheet section of the website based computer software system known as “Panel Quote” is a complex tool that requires an advanced level of understanding by The Customer before its functions can be made fully available to The Customer. On this basis a separate disclaimer must be signed by The Customer before the full function of the Technicians Job Sheet section of the website based computer software system is made available to The Customer.

Intellectual Property Protection

The Customer acknowledges the Intellectual Property rights of Panel Quote Limited in the website based computer software system known as “Panel Quote”.

The Customer specifically acknowledges the Copyright, Trade Mark and Patent rights of Panel Quote Limited with regard to the website based computer software system known as “Panel Quote”.

The Customer agrees not to infringe Panel Quote Limited’s Intellectual Property rights under New Zealand Copyright, Trade Mark and Patent law.

The Customer agrees to the legal test for infringement of Panel Quote Limited’s Copyright, Trade Mark and Patent rights under New Zealand law being increased to three times that required by New Zealand law.

Where The Customer wishes to copy or reproduce any material from the website based computer software system known as “Panel Quote”, *either supplied to The Customer in*

hard copy by Panel Quote Limited's representatives or taken directly from the website based computer software system known as "Panel Quote", The Customer must first obtain the written consent from a director of Panel Quote Limited.

The prohibition to copy or reproduce material from the website based computer software system known as "Panel Quote" as per clause 50, does not include use of the website based computer software system known as "Panel Quote" for its intended purpose.

Illegal or Offensive Content

All content recorded or attached to the website based computer software system known as "Panel Quote" and under The Customer's control cannot contain any content or material that will breach any legal conditions of any New Zealand or worldwide bodies of law. Any such occurrences either knowingly or unknowingly that incur legal action or repercussions of any other variant will be at the sole responsibility of The Customer.

At all times Panel Quote Limited will have the authority to remove content or material deemed as being offensive.

Without exception content of the following nature will not be allowed and/or is deemed as offensive:

- Illegal acts or encouragement of illegal acts
- Dangerous instructions (such as bomb making)
- Incest, rape, bestiality, or such illegal sexual conduct covered by the USC 2257 Act, the NZOFLC, and the NZDIA
- Statements that breach the Fair Trading Act
- Slandorous statements
- Spam harvesting
- Unethical pop-up scripts/functions, malicious or endless loop scripts
- Pirated or illegally obtained material
- Racist remarks
- Illegal hot-linking

Notices

We will notify The Customer of termination or suspension of its access to the website based computer software system known as "Panel Quote" or any other matter, in writing, by e-mail or by telephone.

We will notify The Customer of amendments to these Terms and Conditions of Use or Panel Quote Limited's Services by the following means:

- Written notice to The Customer via post or e-mail
- Posting information on our website

Severability

If any of these Terms and Conditions of Use is held to be invalid, illegal or unenforceable, that Term and Condition of Use will be severed and the remaining Terms and Conditions of Use will be enforceable.

Governing Law

These Terms and Conditions of Use and the contract between you The Customer and Panel Quote Limited are governed by New Zealand law and New Zealand courts have jurisdiction.

Entire Agreement

The parties to this agreement acknowledge that these Terms and Conditions of Use and the main Licence Agreement set out the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter. Section headings are provided throughout these Terms and Conditions of Use as a guide only and do not form part of the agreement between the parties.

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