

Terms and Conditions of Sale

All Services are carried out on the basis of the following terms and conditions unless otherwise agreed in writing. This agreement is not an arrangement by Idea Developments Ltd to provide credit or advance funds or loan monies in anyway.

1. Quoted and Estimated Prices

All quoted prices for services are valid for 20 days and GST **exclusive**. The quoted start date is only valid for 7 days. Where an Estimated Price is provided the client will receive the full benefit of any lesser cost for the service. Idea Developments Ltd uses its best endeavours to achieve the Project Aims at the Quoted or Estimated Price. Idea Developments Ltd does not warrant that the Project Aims can be met, but the Principal Designer will notify the Client immediately if Idea Developments Ltd cannot or is unlikely to achieve them. Additional design and tooling changes once the project has started will be charged, regardless of the original Project Aims and Goals or the Project status at the time of the request. Idea Developments Ltd shall not be liable for any delay in Project Aims arising from or attributable to circumstances beyond their control. Idea Developments Ltd shall not be liable for the delay or non-performance in the Project Aims or for exceeding the Estimated or Quoted Price because of any non-disclosure or withholding of information relevant to the Project Aims by the client.

2. Terms of Payment

- 2.1. Payment is due as per your payment terms agreed before the commencement of any work, within 7 days from the date of invoice. Idea Developments Ltd reserves the rights to charge on a monthly basis and or on completion of the Project Aims. The Client shall also be liable to pay all expenses, legal costs, and collection costs of Idea Developments Ltd in the relation of obtaining in remedy of the failure to comply.
- 2.2. In the event payment is not received by the due date as per your agreed payment terms, Idea Developments Ltd reserves the right to restrict or withhold the supply of further services and to enforce a stop credit policy on your project/s.
- 2.3. The Client shall make all payments due to Idea Developments Ltd whether in respect of the purchase price or otherwise howsoever in full without deductions of any nature whatsoever.
- 2.4. Idea Developments Ltd shall be entitled to deduct from and set off against any payments due to Idea Developments Ltd by the Client or any branch or subsidiary of the Client any credits, or amounts outstanding to the Client or any branch or subsidiary of the Client.

3. Title of Goods

The Goods, Designs, Intellectual Property/Copyright Ownership (excluding per-existing) and Prototypes the subject of this Agreement shall remain the sole and absolute property of Idea Developments Ltd as a legal and equitable owner until such time as the Client has made payment in full. While all care is taken Idea Developments Ltd shall not be liable for patent or copyright infringement (patent and IP searches can be conducted on request).

4. Error or Omissions

Clerical errors or omissions, whether in computation or otherwise in any quotation acknowledgements or invoices, shall be subject to correction.

5. Force Majeure

Idea Developments Ltd shall not be liable to the client for any loss or damaged directly or indirectly arising out of or in connection with any delay in delivery of the goods or failure to perform any terms of this contract where such delay or failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of the government, inability to obtain labour, materials, facilities, accidents, interruptions of, or delays in transportation of any cause beyond Idea Developments Ltd control.

6. Proper Law

The contract and these conditions of sale shall be governed by New Zealand law and the New Zealand Courts shall have exclusive jurisdiction in connection herewith.