

INTEGRAL STANDARD TERMS OF TRADE

The terms of trade set out below govern all of the supplies of Products and Services from Integral Limited ("Integral Ltd", "We", "Us", to the customer ("You"). They will replace all earlier Integral Ltd terms of trade and any conditions contained in any document used by you and purporting to have contractual effect. Your payment of any Invoice from Integral Ltd indicates your acceptance of these terms of trade.

1. General

1.1 In these conditions, "Products and Services" includes all relevant software, documentation, manuals, printed and written matter; and goods or services of any kind which are supplied by Integral Ltd to you; "Website" means any internet website owned and operated by Integral Ltd.

2. Price and Orders

2.1 Prices may be altered without notice.

2.2 Prices unless otherwise stated, do not include Goods and Services Tax (GST), other taxes, import duties or other levies or tariffs, freight or insurance charges, which, if applicable, will be an extra charge.

2.3 Integral Ltd reserves the right to refuse to accept any order or any part of an order.

3. Risk and delivery

3.1 You agree to pay any and all delivery costs.

3.2 We will make every effort to ensure delivery of Products, or performance of services, is on time.

4. Payment

4.1 Unless we have agreed to extend credit to you, you must pay in cash within 7 days of supply.

4.2 Where we have agreed to extend credit to you, you must pay in full within 7 days of supply, or (only if we have agreed in writing) by the 2nd to last business day of the month following the dispatch of an invoice. Your payment is made only when funds have fully cleared through the banking system into our bank account.

4.3 We have sole discretion to determine the amount of credit we will extend to you at any time.

4.4 Except for any part of an invoice in dispute, you agree to pay for the Products in full without deduction or setoff and to pay goods and services tax and any other government duties, levies or taxes in respect of the Products.

4.5 Any invoice or part thereof that may be in dispute must be notified to Integral Limited within five working days of receipt of invoice.

4.6 With the exception of any invoice that may be in dispute, if payment is not made in full by the due date, we are entitled to charge you interest on the unpaid overdue balance at the current unsecured overdraft rate charged by our bankers, compounding monthly on the unpaid balance owing on the first day of each month until payment in full is received by us, and we may charge you costs (including collection costs and legal costs on a solicitor-client basis) and suspend delivery of further Products or performance of further services until the account is paid.

4.7 Notwithstanding clauses 4.2 and 4.3 above, all payments shall immediately become due to us if you refuse to accept delivery of any Products, if we reasonably believe that the information which you have given us in your application for credit is incorrect or no longer correct and you have failed to give us correct information satisfactory to us within 5 days of our request, if you sell or otherwise dispose of any goods which have not been paid for without our consent, if you become insolvent, commit any act of bankruptcy, if a receiver, liquidator or statutory manager is appointed over any of your assets or undertaking, if you make or attempt to make an arrangement or composition with creditors, or if you fail to comply with any of the provisions of clause 6.

5. Property

5.1 With the exception of Software which is subject to licence (where it is not intended that title should ever pass to you, but shall remain in Integral Ltd as principal or as agent for the software licensor), property and ownership in Products, whether in their original form or incorporated in or attached to another product will not pass to you but will remain with us until we receive payment in full of the purchase price of the Products.

5.2 Until property passes to you, you shall hold any Products in trust as fiduciary bailee for us and/or the software licensor.

6. Security interests

6.1 You authorise us to search the Personal Property Securities Register at any time for any information about your company, your parent or associated companies.

7. Warranties

7.1 Goods are subject to the manufacturer's warranties only. We will pass on the benefit of those warranties to you, without being directly liable to you under any warranty.

7.2 Where goods are subject to a return to base warranty, you are responsible for returning them to us or the manufacturer (as provided by the warranty) and you may be responsible for additional costs including (but not limited to) freight.

7.3 Any warranty may be voided by damage to or misuse of the system, problems caused by the use or misuse of software, negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorised repairs, modifications or the addition of incompatible hardware.

8. Limitation of liability

8.1 The provisions of the Consumer Guarantees Act shall not apply to any supply of Products and Services to you.

8.2 Integral Ltd's maximum liability to you shall be limited to the value of any faulty Products or services supplied, and Integral Ltd and its employees, contractors and agents, any manufacturers of the Products or any of their materials or components and any licensors of Software or suppliers of services, will not be liable to you for loss or damage of any kind however that loss or damage is caused or arises. This exclusion of liability includes, but is not limited to, costs (including costs of returning Products to Integral Ltd or to any manufacturer or licensor), consequential loss, loss of profits and damage caused by or arising from delays in manufacturing or delivery, faulty or delayed installation, unreasonable use, negligence (including a failure to do something which should have been done or to prevent something from happening), faulty specifications and design, and faulty materials, components, manufacture, compilation, or assembly of the Products.

9. Intellectual property and Confidentiality

9.1 All intellectual property (with the exception of client specific documentation produced and work resulting thereof) shall remain the property of Integral Ltd or any Supplier entitled to it, and neither Integral Ltd nor its Suppliers transfer any right, title or interest in the intellectual property to you, except where agreed in writing.

9.2 You must not use any trademarks, which are the property of Integral Ltd or its Suppliers, or any similar words or marks, or any combination of words, which includes any of those, trademarks or any similar words or marks, except to the extent authorised by Integral Ltd in writing.

9.3 You must not cause or permit anything, which may interfere with, damage or endanger the trademarks or other intellectual property rights of Integral Ltd or its Suppliers, or assist or allow others to do so.

9.4 You must advise Integral Ltd immediately when you become aware of any unauthorised use or attempted use by any person of the trademarks or other intellectual property rights of Integral Ltd or its Suppliers.

9.5 If your account with Integral Ltd is terminated, you must immediately discontinue use of any of the trademarks, which are the property of Integral Ltd in any sign, or advertising and thereafter you shall not use those trademarks directly or indirectly in connection with your business.

9.6 You agree to ensure that all Confidential Information given by Integral Ltd to you is made available to your employees only on the basis that those employees at all times maintain strict confidentiality.

9.7 Where any designs or drawings have been supplied by You for manufacture by or to the order of Integral Ltd, then You warrant that the use of those designs or drawings shall not infringe the rights of any third party. You warrant that any designs or instructions supplied to Integral Ltd will not cause Integral Ltd to infringe any patent, registered design or trademark.

9.8 Integral agrees to ensure that all measures are taken to secure all Confidential Information provided by the client.

9.9 Integral warrants that the Products and Services do not infringe the intellectual property rights of any third party and fully indemnifies the client in this regard.

10. Claims

10.1 Any complaint shall be made in writing within 21 days of the cause for complaint becoming apparent to the client in order to remedy faults or complaints.

11. Force Majeure

11.1 Either party shall be entitled to cancel or suspend delivery of Products and Services in the event of any delay or non-performance due directly or indirectly to wars, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God, or any other cause (whether similar or dissimilar) beyond the

reasonable control of a party. Neither party shall have any claim whatsoever against the other in consequence of any such cancellation or suspension.

12. Suitability

12.1 Integral Ltd shall perform all services: (a) Diligently, and competently, with the care and skill expected of a person qualified to provide such services, and will ensure that the services are supplied in a manner that does not prejudice the Client's goodwill, commercial reputation or overall public image; (b) in accordance with best industry practice observing the highest standards of quality, workmanship and professional conduct; and (c) in accordance with the Client's instructions, health and safety policies, and Information Security Policy; and (d) to Ensure that its work activities do not cause harm to the Client or its employees or subcontractors, to any other contractor or subcontractor, or to members of the public and do not cause damage to the environment.

13. Technology and System Access

13.1 Integral Ltd only supports technologies for Products and Services that were current at the time of development. We accept no responsibility if technology changes and a product or service is no longer accessible.

13.2 Integral Ltd will maintain a list of all staff or subcontractors with access to the Client's ICT infrastructure and/or data and the level of access granted to these individuals for what services and the times during which such access was granted.

13.3 Integral Ltd will ensure no malware is introduced into the Client's ICT infrastructure.

14. Suspended Work on Client's Instructions

14.1 If you suspend any work it will entitle Integral Ltd to payment in full for all Products and/or Services in progress at the time of suspension and for any work already completed that has monies outstanding.

15. Solicitation

15.1 Both during the period of provision of services, and during a 3 month restraint period following the completion of the services, neither party shall solicit for employment, either directly or indirectly, any person who is employed by the other party.

16. General

16.1 This agreement may only be varied by agreement in writing between the parties.

16.2 Integral is an independent contractor to, and not a partner, agent or employee of, the Client. Except as expressly set out in this agreement, Integral Ltd has no power or authority to bind the Client in any way nor incur any debt or obligation in the Client's name.

17.3 This is not an exclusive agreement and the Client is free to contract other service providers.

17.4 If either party fails to enforce any terms or to exercise its rights under these terms of trade at any time, that party has not waived those rights.

17.5 If either party has any dispute or difference under this agreement, then both parties will act in good faith to settle the dispute by agreement.

17.6 Neither party will transfer, assign, encumber, subcontract or deal in any manner with all or any part of their rights or obligations under this agreement without first obtaining the consent of the other

party, such consent will not be unreasonably withheld.

17.7 Integral will not undertake any work which creates or could create a conflict of interest with its obligations under this agreement.

17.8 If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade.

17.9 This agreement is governed by the laws of New Zealand and any dispute under it shall be subject to the exclusive jurisdiction of the Courts of New Zealand.