

# Property3D Global Limited

## Terms and Conditions

### **Background.**

This agreement is between Property3D Global Limited (the “Company”) located at 3 Byron Avenue Takapuna, Auckland and the person, firm or company placing an order with the Company (the “Client”) for goods and/or services provided by the Company (“Services”).

### **Application.**

The terms and conditions apply to any provision of Services or materials by the Company to the Client.

### **Formation of Contract.**

All Services sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed below) which form part of the Client’s contract with the Company.

### **Quotes.**

The prices, quantities required and delivery times stated in any quote are not binding on the Company. These are commercial estimates only which the Company will make reasonable efforts to achieve. The Company reserves the right to increase a quoted fee in the event that the Client requests a variation to the Services agreed.

### **Orders.**

Orders will be deemed to have been placed when an email confirmation has been received from a responsible agent of the Client company. Where an agreement is undocumented, the Order will be deemed to have been placed when a responsible agent of the Client company permits the Company’s personnel to commence work.

### **Right to Subcontract.**

The Company shall be entitled to sub-contract all or any part of the work unless otherwise agreed.

### **Usage of the Services or Materials.**

The Client shall bear responsibility for ensuring that all usage of the Services and information contained therein is in accordance with, and does not contravene the platform’s Terms of Service or any relevant legislation.

### **Copyright.**

The Company grants the Client the right to use the imagery within the client’s business e.g. for marketing purposes. This excludes for the imagery to be used by a third party solution provider contracted by the Client unless agreed with the Company. The Client grants the Company display rights of the imagery created under this Agreement as “samples’ or “portfolio copies” for the Company to advertise of market its professional services.

### **Delivery.**

Due to their nature, the majority of Services as supplied by the Company are delivered electronically by email and shall be deemed as having been delivered when the email is received by the Client. The Company reserves the right to substitute its conventional delivery methods without notice should electronic despatch prove inconvenient; in which case delivery by the Company will be deemed to have taken place once the Services are available online and the Client has been informed either verbally or in writing.

### **Risk of Loss.**

The risk of loss or damage to the Services shall pass to the Client upon delivery of the Services. The Company will however, take all reasonable steps to ensure protection from loss, damage, or destruction of the Services or materials it supplies to the Client (or which may be received from the Client).

### **Cancellation.**

In view of the nature of the service, any order – once confirmed by the Company – is not cancellable. Cancellation of the order by the Client will only be accepted on condition that any costs or expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses, work or cancellation conditions will be reimbursed to the Company forthwith.

### **Payments.**

New Clients or other Clients out of terms may be expected to pay in advance for their Services or no later than seven days after invoice date. All other invoices issued by the Company shall be paid by the Client by the 20<sup>th</sup> of the month following invoice date.

### **Refunds.**

The Company will refund all prepaid amounts for Services to the Client (but will have no further liability with respect to the agreement) if the Services are unable to be delivered due to restrictions enforced by the platform.

### **Defaults.**

If payment is not received as per the agreed terms, the Company may remove the live imagery from the platform and destroy all images. In the event of late payment, the Company may charge interest on the outstanding amount at the rate of five percent above the Unarrange Overdraft Rate of Westpac Bank in force from the due date until the date of payment. As a last resort, if payment is not received within 60 days of the due date, or at an agreed time, the Company has the option to refer the debt to external debt collection agencies which may or may not incur a \$550.00 collections fee over and above the contracted amount. If images have been destroyed then a reshoot will need to be rescheduled and additional fees will apply.

### **Disputes.**

If any amount of an invoice is disputed then the Client shall inform the Company of the grounds for such dispute within seven days of delivery of the Services and shall pay to the Company the value of the invoice less the disputed amount in accordance with the payment

terms agreed. Once settlement of the dispute has been agreed, any sum outstanding shall also be payable in accordance with these payment terms.

**Insurance.**

The Company has comprehensive general liability insurance coverage for the Company's activities at the Client's premises.

**Employment of Personnel.**

Subject to the prior written consent of the Company, the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with the delivery of the Services.

**Confidentiality.**

Any information that parties receive or otherwise have access to incidental to or in connection with the Services ("Confidential Information"), shall remain the property of the disclosing party. Confidential Information shall not include information which is publicly available, or already in possession of the receiving party. Confidential Information may be used to the extent necessary to perform the Services and the parties shall not disclose Confidential Information to any third party, except to its agents (who have agreed to similar confidentiality terms) as necessary to provide the Services.

**Warranty.**

The Company warrants that the Services will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate, or complete. The Company makes no further representations and, to the maximum extent permitted by law, disclaims all further warranties, express or implied, regarding the Services, including any warranties of merchantability or fitness for a particular purpose.