

Terms & Conditions

1. Terms

These Terms & Conditions ("terms") govern the supply of all goods and/or services from GeekHQ Ltd ("GeekHQ") to the company, or person, buying the goods and/or services ("client").

If any instruction is received by GeekHQ from the client for the supply of goods and/or services, the client agrees they have read, understood and accept these terms and that anything to the contrary in the client's enquiries, orders or confirmations will not apply.

These terms supersede any prior negotiations, agreements or undertakings between the client and GeekHQ and any waivers or variations to these terms are only effective if made in writing and signed on behalf of GeekHQ.

GeekHQ reserves the right to amend these terms from time to time with one month's prior notice to the changes becoming current. Any subsequent order made by the client deems acceptance of the changes.

2. Orders

Orders must be in writing and addressed to GeekHQ. The client may not cancel or vary an order once it has been placed or confirmed without GeekHQ's written consent. GeekHQ has no obligation to enquire into the authority of any person placing orders on the client's behalf.

No order submitted by the client shall be deemed to be accepted by GeekHQ unless and until it is confirmed in writing by GeekHQ's authorised representative.

3. Quotations

GeekHQ reserves the right to alter the prices quoted in a quotation, provided to the client for the supply of goods and/or services, to reflect increases or decreases in procurement costs.

GeekHQ reserves the right to withdraw or amend a quotation unless the client has given written acceptance of the quotation to GeekHQ within the time period specified in the quotation. If no period for acceptance has been specified, the quotation will be open for acceptance for thirty days from the date of the quotation.

In some instances, prices provided by GeekHQ within a quotation may be calculated based on a project or package of items. Variations in the scope of a project or package, or to project timescales, may affect the pricing of individual components and GeekHQ reserves the right to adjust the prices contained within the quotation accordingly.

Terms & Conditions

4. Prices

All prices quoted by GeekHQ are exclusive of GST unless specified otherwise. If GST is payable, it is payable by the customer.

5. Payment Terms

The client must pay the price indicated on the invoice or other document or statement issued by GeekHQ. All freight, packaging and other relevant costs (if any) are charged to the client's account as shown on the invoice.

Payment for goods and/or services supplied by GeekHQ to the client is due in accordance with the terms stated on the relevant invoice, or as otherwise agreed in writing. Where no payment terms are stated on the invoice, payment will be due on delivery of the goods or the provision of the services. If credit has been granted to the client by GeekHQ by opening a 20th of the month account, the said invoice is due for payment on or before the 20th of the month following the month the goods and/or services are supplied.

If at any time GeekHQ deems the credit of the client to be unsatisfactory, it may immediately terminate their credit arrangement and require the client to pay the price on delivery of the goods and/or services. All costs and expenses of, or incurred by, GeekHQ as a result of the termination and recommencement of any credit arrangement are payable by the client upon demand.

GeekHQ may charge interest on any monies which are overdue under these terms, commencing on the due date until the date of actual payment. The interest charged will be 2.5% per month calculated on a daily basis on the overdue amount until all amounts owed by the client are paid in full. The charging of interest does not imply the granting or an extension of credit. The client agrees to pay, on demand, all costs (including legal fees) incurred by GeekHQ or GeekHQ's agents relating to the recovery of any amounts payable by the client to GeekHQ.

All payments by the client must be made in full and without any deduction or right of set off or counterclaim. The client agrees, however, that all moneys which GeekHQ may owe the client on any account whatsoever may, at GeekHQ's option, be set off against payments due by the client to GeekHQ.

Terms & Conditions

6. Intellectual Property

The client acknowledges that GeekHQ (or its suppliers) are the sole owners or licensors of all intellectual property (including business know-how, methodologies, ideas, routines, systems and processes) relating or arising (directly or indirectly) to the client; or as otherwise developed or contributed to by GeekHQ (or its suppliers) in relation to any information, fault, repair or documentation that GeekHQ supplies to the client, or as a result of GeekHQ performing services or any other work for the client.

The client covenants that any material provided by the client to GeekHQ, and the use of it by GeekHQ, for the purpose of supplying goods and/or services does not infringe any trade mark, copyright, patent, trade secret or any other proprietary right of any third party.

7. Delivery

Delivery of goods is deemed to be complete when made at the client's premises or any other premises agreed to in writing by GeekHQ. On delivery, the goods are at the client's sole risk and with effect from the time of delivery, and in accordance with clause 9 of these terms, the client will have in place all risks insurance to cover both its interest as bailee of the goods and GeekHQ's interest as owner of the goods.

GeekHQ may choose the carrier and the method of transport, unless otherwise agreed by GeekHQ in writing, and it may choose to deliver by instalments. Should GeekHQ fail to deliver or make defective delivery of one or more instalments, this will not entitle the client to repudiate these terms.

If GeekHQ believes that the client may not make any payment when due, then it may suspend or cancel any delivery and GeekHQ shall not be held liable for non-delivery or late delivery (however caused), or failure to deliver by any specific method, means or vehicle.

Terms & Conditions

8. Guarantee

In consideration of GeekHQ supplying the goods and/or services on account, the guarantor(s) personally guarantees, jointly and severally, payment upon demand of all monies owed by the client from time to time to GeekHQ.

The guarantor(s) agrees to indemnify us at all times against all damages, claims, costs (including all legal costs), losses and expenses which we may suffer or incur as a breach by the client of their obligations under these terms.

The guarantor(s) further agrees:

(a) That they waive any right to require the client to proceed first against the guarantor and agree that they are deemed to be liable as principal debtors under these terms;

(b) That their obligations as guarantor continue, notwithstanding:

(i) Any variation of these terms;

(ii) The liquidation, insolvency or receivership of the client;

(iii) Any judgment GeekHQ obtains against the client

(c) That the guarantee in this clause is a continuing security and will not be discharge while, in GeekHQ's opinion, any money is or may become owing under these terms by the client or by the giving of time or any other act which would release the guarantor's liability as surety only.

9. Retention of Title

Title to ownership (both legal and equitable) in all goods delivered by GeekHQ to the client does not pass (and the client is a bailee only in respect of those goods) until payment in full is made for all such goods and other goods supplied by GeekHQ to the client. Until property has passed, the client will store all goods in such a way that they are clearly identifiable as the property of GeekHQ.

Until the client has paid GeekHQ in full for all goods supplied, the client may not sell (unless such sale is in the ordinary course of the client's business), dispose of, or charge the goods and must hold or deal with the goods for and on behalf of GeekHQ. However, if the goods are sold in the ordinary course of the client's business, prior to property passing to the client, the proceeds of that sale are held by the client on trust for and on behalf of GeekHQ.

Prior to the client acquiring full property in the goods, GeekHQ or GeekHQ's agents may at any time enter upon any land, premises or property where it believes such goods may be to view and inspect them, and if the client has not paid for them in full retake possession of the goods.

Terms & Conditions

10. Force Majeure

If GeekHQ is prevented, hindered or delayed from complying with this contract, or supplying goods and/or services in accordance with this contract, by a Force Majeure Event, GeekHQ may at its option:

- (a) Suspend deliveries while the Force Majeure Event continues;
- (b) If GeekHQ has insufficient stocks to meet its commitments, apportion available stocks between its clients as it decides; and
- (c) Terminate any orders placed by the client so affected, with immediate effect, by written notice to the client, and GeekHQ is not liable for any loss or damage suffered by the client as a result.

In this clause "Force Majeure Event" means an event beyond the reasonable control of GeekHQ including, without limitation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workers, materials or transport, or other circumstances affecting GeekHQ's source of supply or means of delivery.

11. Warranty and Liability

Except as set out in this clause, all terms, conditions, warranties and representations, expressed or implied by statute, common law or otherwise (including, without limitation, (i) those implied pursuant to the Sale of Goods Act 1908 and (ii) implied warranties of merchantability and fitness for a particular purpose with respect to hardware, software and written accompanying manuals), in relation to the goods are excluded to the fullest extent permitted by law.

To the maximum extent permitted by the applicable laws of New Zealand, GeekHQ shall not be liable for any other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss, damage or injury) arising out of the use, or inability to use, any goods, services or accompanying documentation supplied by GeekHQ.

Notwithstanding any other clause in these terms, the entire liability of GeekHQ under or in connection with the supply of the goods and/or services, whether for negligence, breach of contract, misrepresentation or otherwise, is limited, in respect of each event or series of connected events, to the cost of the defective, damaged or undelivered goods and/or services which give rise to such liability as determined by the price (net of GST) invoiced to the client.

Terms & Conditions

12. Consumer Guarantees Act 1993

If the client is ordering goods and/or services under these terms for business purposes, the client agrees that the provisions of the Consumer Guarantees Act 1993 do not apply.

13. Client Indemnity

The client will indemnify us for any physical, direct and indirect damage, economic loss or other loss or cost or expenses (including legal expenses on a solicitor and client basis), and against any claims or proceedings against GeekHQ to the extent caused or contributed by the client (or any of its agents or employees) or arising from a breach of these terms.

14. PPSA: Personal Property Securities Act 1999

The client acknowledges that these terms create a security interest (as that term is defined in the Personal Properties Securities Act 1999 ("PPSA")) in the goods ("security interest"). The client will, if requested by GeekHQ, sign any documents (including any new agreements), provide all necessary information and do anything else required by GeekHQ to ensure that the security interest is a perfected security interest (as that term is defined in the PPSA).

The client will not enter into any agreement which permits any other person to register any security interest under the PPSA in respect of the goods without GeekHQ's prior written consent.

The client agrees, to the extent permitted under the PPSA and unless GeekHQ agrees by notifying the client in writing, that the client will have no rights under Part 9 (Enforcement) of the PPSA. For example, but without limitation, the client will have no rights under sections 114(1)(a) and 116 (to receive notice of sale and statement of account), sections 121(2) and 122 (to receive any proposal or object to any proposal to retain the goods), sections 125 and 129 (relating to removal of accessions), and sections 132 and 133 (to redeem the goods or reinstate the contract).

The client waives its right under the PPSA to receive a copy of any verification statement or financing change statement (as those terms are defined in the PPSA).

Terms & Conditions

15. Privacy Information

The client and any director(s) and/or guarantor(s) agree that any information about them provided to GeekHQ may be used by GeekHQ for purposes connected with our business including but not limited to direct marketing, debt collection and credit reporting or assessment. The client and the director(s) and/or guarantor(s) authorise us, should it be required, to provide such information to any external agency or any party for credit information, debt collection and assessment purposes and that agency or party are hereby authorised to use and continue to use such information as part of their business services. Any personal information is held at the main business premise office of GeekHQ and the client and the director(s) and/or guarantor(s) have certain right of access and correction to their personal information under the Privacy Act 2020.

16. Unsolicited Electronic Messages Act 2007

The client and the guarantor(s) consent to receiving electronic messages (including emails and text messages) from GeekHQ from time to time.

GeekHQ will cease sending electronic messages on receipt of written confirmation from the client or the guarantor(s) that they no longer wish to receive such messages or if they use the unsubscribe function in the electronic message.

17. Dispute Resolution

Unless otherwise provide in these terms, if a party considers that there is a dispute in respect of any matters arising out of, or in connection with, these terms then that party shall immediately give notice to the other party setting out details of the dispute. The parties will endeavour in good faith to resolve the dispute between themselves within 5 working days of the receipt of the notice, failing which the parties will endeavour in good faith within a further 10 working days to appoint a mediator and resolve the dispute, time being of the essence.

Neither party will commence legal proceedings against the other except for injunctive relief before following the procedure set out above.

Terms & Conditions

18. Non-Solicitation of Staff

During the term that GeekHQ provides goods and/or services to the client pursuant to these terms and for 6 months thereafter, the client will not, whether directly, indirectly through an associated company, or otherwise, solicit for employment any person GeekHQ has employed or contracted.

The client and GeekHQ agree that this restraint of trade is reasonable in all the circumstances. However, if a court of competent jurisdiction finds it to be unenforceable, the client and GeekHQ agree to accept any modification of the duration of the restraint concerned which the court sees fit to impose, or if it does not see fit, which may be required to make the restraint enforceable.

19. Waiver

If GeekHQ exercises or fails to exercise any right or remedy available to it, this shall not prejudice GeekHQ's rights in exercising that or any other right or remedy. Waiver of any provision in these terms must be specified and agreed to, in writing, by GeekHQ.

20. Assignment

The client may not assign all or any of its rights or obligations under these terms without the prior written consent of GeekHQ. GeekHQ is not bound by any error or omission on any invoice or other document, or statement issued by GeekHQ.

From time to time, third parties and/or subcontractors will be needed to preform work for clients on behalf of GeekHQ. The client agrees that GeekHQ may engage third parties to perform such work as GeekHQ deems necessary.

21. Severability

If any provision of these terms 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.

22. Governing Law

These terms shall be governed by the laws of New Zealand and GeekHQ and the client each submit to the non-exclusive jurisdiction of the New Zealand courts.