

TERMS

1. This Agreement is between POM Computer Services, hereafter known as "POM" and "Customer", being the person/Corporation entering into this Agreement.

2. Goods means the goods sold to Customer by POM and includes all installation & maintenance services provided by POM to Customer.

REPAIR

3. The repair of the customer's goods may result in the loss of any user generated data, and as such the customer is wholly responsible for any backups of aforementioned data. (Please ensure that you have made a copy of any data saved on your goods.)

PAYMENT

4. Payment terms are strictly 14 days from the date of the invoice.

5. All work performed on an hourly basis will be at the POM's applicable rates.

6. Customer acknowledges that, should any amount not be paid on the due date, or any payment by cheque be unpaid, the entire balance then outstanding shall immediately become due and payable without any further notice. Customer agrees that a service charge of 0.1% per day on overdue balances may be charged to Customer's account at the discretion of POM.

7. In the event of POM instructing its agents to collect an overdue amount, all legal fees, collection charges, tracing agents fees & any other recovery costs incurred by POM, shall be borne by Customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.

8. Dishonoured cheques are subject to a \$80.00 charge.

CONDITIONS

9. Notice of cancellation is required at least 2 hours prior to a scheduled appointment otherwise Customer will incur a cancellation fee of 1 hour at the applicable rate for the scheduled works.

10. POM assumes no liability for unlicensed software, data loss, or problems arising caused by hardware failure, the user or software. POM assumes no responsibility or liability for direct or consequential loss resulting from any service or product provided by POM

11. Any problems with services performed should be reported immediately to POM.

TITLE AND RISK

12. Title and property of any goods supplied by POM to Customer will only be completed on full payment and title and property of any goods supplied by POM shall not pass to Customer if the agreed payment is withdrawn or defaulted. Notwithstanding the aforementioned reservation of ownership clause, the risk of any loss or damage to or deterioration in product from whatever cause shall pass to Customer at the time of delivery. Delivery occurs when goods are provided to Customer prior to installation by POM.

POM Computer Services

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