

# MultiPIT™

## USER ACCESS CONDITIONS

Multispares NZ Limited (NZCN 484788) (***Multispares, we, us*** and similar) invites ***you***, an authorised employee of our Authorised Customer to access the Multispares Parts Interpreting and Transaction™ service (***MultiPIT™***).

MultiPIT is accessible via the Authorised Customer login facility at [www.multispares.co.nz](http://www.multispares.co.nz) (***the Site***).

### ACCEPTANCE OF THESE CONDITIONS

We only provide MultiPIT subject to these user access conditions (***the UAC***). Before you access MultiPIT, it is important that you read, understand, and agree to the UAC.

### ERRORS AND VIOLATIONS

Please help us keep MultiPIT clean. If you see anything that violates the UAC, please send details to us at [multiplit@multispares.co.nz](mailto:multiplit@multispares.co.nz).

### PRIVACY POLICY AND PERSONAL INFORMATION

Some of the Registration Data as referred to below, and certain other personal information, is subject to the Supply Network Group Privacy Policy. For more information, please read the current Supply Network Group Privacy Policy accessible from a link at the bottom of the MultiPIT login screen or [www.supplynetwork.co.nz](http://www.supplynetwork.co.nz) or we will supply you with a hardcopy on request.

### VARYING THE UAC

We may change the UAC from time to time without notice to you. It is important that you regularly review the most up to date version of the UAC, as it will contain the conditions upon which you access MultiPIT at any time. The most recent version of the UAC can be read from a link on the MultiPIT login screen. Bookmark this page to review the UAC conveniently when you use MultiPIT.

### REGISTRATION AND USER ACCOUNT INFORMATION

We provide access to MultiPIT to users authorised by our customers, and require personal information about those users before we will authorise access.

We treat all personal information submitted to us in accordance with our Privacy Policy, which is available online for you to read or print out (see above) or we can provide a hardcopy to you on request.

As a person who accesses or applies to access MultiPIT or any other online service we provide from time to time, you agree to:

- submit only true, accurate, current and complete information about yourself as prompted by any automated procedure at the Site or MultiPIT, or requested by us (***the Registration Data***); and
- maintain and regularly update the Registration Data to keep it true, accurate, current and complete. This includes an obligation on you to notify us immediately if there is a change, and to modify the Registration Data to reflect the new situation (if you are no longer employed by a customer of ours, you may – in our absolute discretion - lose registered user access to MultiPIT or other services we provide).

## MultiPIT™ USER ACCESS CONDITIONS

To initiate your user account, we are provided with your initial information (including your name, the name of your employer, your job title and email address).

As part of the Registration Data, you must provide us with personal information required by us from time to time, to allow us to determine whether to enable your user access account or continue to allow access to your account once created.

If you provide any information to us, including any Registration Data, that is untrue, inaccurate, not current, not updated as it becomes outdated or incomplete or inaccurate, or we suspect that you have provided such information to us, we may suspend or terminate your account and refuse any and all current or future use of MultiPIT or any part.

If we consider it appropriate, for example to verify that the information we have received from you is accurate, we may contact you via the contact details you or your employer provide to us.

You may receive or have already received a user name and password to enable you to login to MultiPIT.

By using your user name and password to login to MultiPIT, you will be able to receive information (including without limitation information about us and our offerings, and MultiPIT content we make accessible to our customers' personnel) that is not made generally accessible by us to the public (***Multispares Information***).

You agree that:

- you are responsible for maintaining the confidentiality of your account code and password and all Multispares Information you receive, and you must not use or disclose any of that information to any person for any purpose unless permitted under the UAC;
- except where required by law, or where the Multispares Information is generally available (other than by a breach of the UAC or any other obligation of confidentiality), you may disclose the Multispares Information you receive only to a person employed by your same employer, and only where:
  - the person has first agreed to use and keep the Multispares Information confidential as required under the UAC; and
  - the person needs to know the information in order to determine whether or not your employer will purchase goods or services from us;
- you acknowledge that we may charge for access to certain Multispares Information, and that we will suffer losses and damage where you allow any other person to access or receive any of the Multispares Information except as allowed under the above provisions;
- you must not use the Multispares Information except to determine whether or not your employer will purchase goods or services from us (in that case, other legal provisions will apply, and the UAC are not intended to reduce our rights under those provisions);
- you are fully responsible for all activities that occur under your password or account and must immediately notify us in writing of any unauthorised use of your password or account or any other breach of security that you suspect or of which you become or ought to have become aware;
- you must not access the Multispares Information from more than one computer at any one time;
- you must use no more than one user account at MultiPIT at any one time, and will exit at the end of each session; and
- you must immediately stop using your account code and password to access MultiPIT if you cease to be an authorised employee of our Authorised Customer.

# MultiPIT™

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### INFORMATION AT AND THROUGH MULTIPIT

In general, MultiPIT presents information about the goods that we can supply to our customers, by specification only.

It is up to you to identify the relevant purpose for which you wish to use or re-supply the goods that can be identified through MultiPIT.

We make no representations as to the accuracy of the information presented at or via MultiPIT. Unless the information is noted as expressly originating with us, the information presented at or via MultiPIT is deemed for the purposes of the UAC not to originate with us. We do not prepare the content of information that is contained on third party web sites that are linked to the Site (**Linked Sites**). We take no responsibility for the content or any other aspect of Linked Sites. Any links at MultiPIT are for information only, and are not an endorsement of the content at the Linked Sites.

Whilst you can submit an order to us using MultiPIT, we review orders placed through MultiPIT before contacting you to advise our acceptance or otherwise. Our receipt of an order through MultiPIT does not constitute acceptance of the order and all details and prices of goods and services must be confirmed by us to you before we accept any order from you.

You agree that you must evaluate, and bear all risks associated with the use of all information at or accessible from MultiPIT, including any reliance on the accuracy, completeness, or usefulness of it. By using MultiPIT you agree that Multispares and any of its subsidiary or related or affiliated companies and their employees and agents are not responsible for:

- the accuracy or otherwise of the information displayed or omitted from MultiPIT or Linked Sites;
- any person's reliance on information available or omitted from MultiPIT or Linked Sites;
- any loss in connection with the use of MultiPIT or any Linked Sites.

### DEALINGS WITH US

We only agree to supply goods or services subject to the Multispares NZ Standard Trading Conditions. You acknowledge and agree that any contract formed through your exposure to information presented at or via MultiPIT is subject to the detailed provisions of the Multispares Standard Trading Conditions current at the time the contract was formed. All our quotations are also subject to the Multispares NZ Standard Trading Conditions.

The current Multispares NZ Standard Trading Conditions are accessible via a link at the bottom of the MultiPIT login screen and or at [www.multispares.co.nz](http://www.multispares.co.nz) or we will supply you with a hardcopy on request.

### MULTISPARES' PROPRIETARY RIGHTS

You acknowledge and agree that:

- MultiPIT and any necessary software used in connection with MultiPIT (**the Software**) contain proprietary and confidential information that is protected by applicable intellectual property and other laws; and

# MultiPIT™

## USER ACCESS CONDITIONS

- the information presented to you via MultiPIT is protected by copyrights, trademarks, patents or other proprietary rights and laws.

Except as expressly authorised by us in writing, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on MultiPIT or the Software, in whole or in part. We grant you a personal, non-transferable and non-exclusive right and license to use the object code of the Software on a single computer solely for the purpose of learning the types of products we offer for sale; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. We may terminate the license at any time without cause or notice to you.

You agree not to access MultiPIT by any means other than through the home page interface that is provided by us for use in accessing MultiPIT at [www.multispares.co.nz](http://www.multispares.co.nz). You must not link any online site to any information in MultiPIT without our prior written permission.

### **DISCLAIMER OF WARRANTIES, EXCLUSIONS AND LIMITATIONS**

You expressly understand and agree that:

- your use of MultiPIT is at your sole risk;
- MultiPIT is provided on an "as is" and "as available" basis; and
- we expressly disclaim all warranties of any kind in relation to use of MultiPIT and information accessible from MultiPIT, whether express or implied, including without limitation all implied warranties of merchantability, fitness for a particular purpose and non-infringement; and
- we make no warranty or representation that:
  - MultiPIT will meet your requirements;
  - MultiPIT will be uninterrupted, timely, secure, or error-free;
  - results that may be obtained from the use of MultiPIT will be accurate or reliable;
  - the quality of any information obtained by you through MultiPIT will meet your expectations; and
  - any errors in the Software will be corrected and
- any material downloaded or otherwise obtained through the use of MultiPIT is done at your own discretion and risk, and you will be solely responsible for any damage to your computer systems or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from us or through or from MultiPIT shall create any warranty not expressly stated in the ACAC or UAC. To the extent legally possible, all terms, conditions and warranties are excluded.

You understand and agree that subject to the UAC Multispares, its related corporations and the officers, employees and agents of each is not liable for any damages, economic or other loss or damage whether direct, indirect, incidental, special, consequential or exemplary and even if we have been advised of the possibility of such damages, arising out of any breach of any implied or express term, condition or warranty or suffered as a result of the negligence of any of them (including without limitation loss of profits, goodwill, use, data or other intangible losses) or in respect of:

- the use of, or the inability to use MultiPIT;
- the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into via or from MultiPIT;

# MultiPIT™

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- unauthorised access to or alteration of your transmissions or data;
- statements or conduct of any third party on MultiPIT; or
- any other matter relating to MultiPIT.

Some legislation does not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages, so some of the limitations in the UAC may not apply to you. Our liability for any breach of a condition or warranty which must be implied into the UAC by the Fair Trading Act 1986 is limited (at our option) to the supply of the services again or the payment of the cost of having the services supplied again; or the repair of the goods, or the supply of the goods again or the supply of equivalent goods, or the payment of the cost of replacing the goods supplied again or of acquiring equivalent goods, or the payment of the cost of having the goods repaired.

### TRADEMARK INFORMATION

The Multispares name and other trademarks, including the distinctive Multispares logo, which appear at the Site, are trademarks of Multispares, or other third parties (*the Trademarks*). You agree not to display or use or link to the Trademarks in any manner without prior written permission from Multispares or the relevant third party owner.

### COPYRIGHT

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please let us know.

When using MultiPIT you may provide us with information about yourself or other matters. Subject to the current Supply Network Group Privacy Policy in relation to personal information under the Privacy Act 1993, you grant us rights to use in any way or otherwise exploit all of this information, and all information derived or generated from it, in all existing or future media. These rights include without limitation the right to search the information, and collect, store, use and disclose the information consistent with the current Supply Network Group Privacy Policy. As used in this paragraph, "information" includes but is not limited to data, text, photographs, drawings, sound recordings, feedback, and any other information or data displayed or presented by you on or in respect of your use of MultiPIT.

### GENERAL INFORMATION

The UAC constitute the entire agreement between you and Multispares, and governs your use of MultiPIT, superseding any prior agreements between you and Multispares. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third party content or third party software.

The UAC and the relationship between you and Multispares shall be governed by the laws of New Zealand without regard to its conflict of law provisions. Headings in the UAC are for convenience only and do not affect interpretation. You and Multispares agree to submit to the personal and non-exclusive jurisdiction of the courts located within New Zealand.

The failure of Multispares to exercise or enforce any right or provision of the UAC must not be treated as a waiver of the right or provision.

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If any provision of the UAC is found by a court of competent jurisdiction to be invalid, then the provision is deemed deleted but the court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of the UAC remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Multispares or any of our officers, employees, or agents arising out of or related to use of MultiPIT or the UAC must be filed within one year after the claim or cause of action arose, or be forever barred.

You agree that there is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between Multispares and you or any other third party simply by virtue of MultiPIT or creation or use of a user account at or by means of MultiPIT.

Your rights and obligations under the UAC are personal and may not be assigned or dealt with in any way without the permission of Multispares, and permission may be withheld (or granted conditionally) in Multispares' absolute discretion.