

## TERMS AND CONDITIONS OF TRADE

### 1. Quotations

All quotations are based on printed, typewritten, electronic or other good copy acceptable to the supplier. Where the customer supplies its own printing plates or any other item, they must be of an acceptable quality and quantity as determined by the supplier. If the supplier finds it necessary to carry out additional work or to supply materials in order to obtain good copy upon which to base a quotation, the customer will pay for that work and materials. For the purpose of these terms of trade "quotation" includes "estimate". If a quotation is given on a page basis, every page, whether printed or not and including flush cut paper covers shall be paid for at the page rate.

### 2. Acceptance

Quotations will lapse if not accepted within 30 days.

### 3. GST

Quotations do not include GST unless shown as doing so.

### 4. Variations/Alterations

All quotations are based on the conditions and specifications in the quotation, (ink, paper or other medium, layout, quantity, delivery etc.) and provide for all work and materials required to complete the order. Any (a) variation or alteration to the conditions and specifications or (b) increase in material and/or labour costs may increase the quoted price.

### 5. Experimental and/or Creative Work

Experimental work, preliminary sketches, dummies and other creative work, intermediate materials and any resultant goods must be paid for by the customer unless the cost is separately identified and provided for as part of the quoted price and the customer shall not use any proposal or idea from the supplier for content, medium, layout or presentation until such work has been paid for.

### 6. Colour Proofs

The supplier provides no guarantee that production prints will exactly match colour proofs because of variations in proof preparation methods and substrates. The supplier will however use its best endeavors to provide a commercially acceptable finished product.

### 7. Proof Approval

The supplier is not liable for errors or variations in the finished work where such errors or variations were contained in the proof approved by the customer.

### 8. Holding of Plant to Customer's Instructions

If any plant is set up to print or otherwise work on the customer's job or on goods being prepared for the customer and the progress or completion of the work is delayed by or on behalf of the customer the customer will pay the supplier's waiting charges for such plant.

### 9. Customer's Property

The supplier will take reasonable care of the customer's property but the risk shall be on the customer and the supplier shall not be responsible for any damage. Unless it is otherwise agreed in writing the supplier will not be responsible for insurance cover. Unless otherwise agreed in writing, the supplier may dispose of any materials held twelve months following the date of the invoice.

### 10. Intermediate Materials (*that product which comes into existence during the preparation or processing of the customer's order but which is not the final product*).

Ownership of intermediate materials except those supplied by the customer, will remain the suppliers property. The customer shall have no right or title to material stored by the supplier on disc, tapes or any other form of electronic storage.

### 11. Electronic Images and/or Files

It is the customer's responsibility to retain a copy of any electronic image or file supplied by the customer to the supplier. The supplier is not responsible for accidental damage to any electronic material supplied and such material is held at the customer's risk. The supplier may charge for any additional translating, editing or programming needed to utilise customer supplied files or images and such charges shall be in addition to the quoted price. Subject to clause 10 the supplier's own electronic records shall remain the property of the supplier.

### 12. Quantity

Over runs and under runs will not exceed 10 percent of the quantity ordered. The customer will pay for the actual quantity delivered within this tolerance.

### 13. Delivery

Unless otherwise agreed delivery of the goods is at the supplier's factory door in a continuous uninterrupted delivery of the complete order.

### 14. Cancellation

**14.1** The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any money paid by the Customer for the Goods. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.

**14.2** In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).

**14.3** Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

### 15. Claims

Complaints regarding finished goods must be received by the supplier within 10 days of the receipt of goods. Beyond this no claim shall be accepted.

### 16. Legal or Libellous Material

The supplier is not required to reproduce any material or produce any goods that are, in the suppliers opinion, illegal, objectionable, or libellous in nature or that is in breach of any copyright, patent, design or statute.

The supplier will be indemnified by the customer in respect of any and all damages claims, costs, and expenses (including actual legal costs and disbursements on a solicitor and own client basis) for which the supplier may be liable or which it may suffer arising out of any libel or breach of statute or infringement of copyright, patent or design which may arise out of or be associated with the goods provided by the supplier to the customer.

## 17. Supplier's Liability

Where the customer is a company or a person acquiring or holding him or her self out as acquiring goods or services or both for the purposes of a business the Consumer Guarantees Act 1993 will not apply to the supply of goods under this agreement. The supplier will not be liable for any indirect or consequential loss to the customer or to any third party arising from errors in the work or from delay in delivery. No warranty is given or responsibility accepted by the supplier to ensure that finished or any goods produced comply with the requirements of any legislation relating to the marking and/or labeling, and/or packaging of goods. Compliance with any such legislation shall be the customers responsibility. No guarantee is given that the goods supplied to the customer are fit for any purpose not made known to the supplier or suitable for any market requirement. The supplier shall not be responsible for any delay, default, or consequential loss or damage due to any industrial disputes, accidents, natural disasters, acts of terrorism, equipment failure, mischievous damage or other cause beyond the suppliers control.

## 18. Payment

Payment is due in full on or before the 20th of the month following delivery unless otherwise stated in these terms or in the supplier's invoice to the customer. If invoices are not paid in full and on time the customer will pay collection and legal fees and such fees may include additional fees or commissions charged by debt collecting firms and actual legal costs and disbursements charged on a solicitor and own client basis. For invoices remaining unpaid after 3 months the customer will pay in addition to other charges as set out herein an administration charge as follows; accounts up to \$1,000 the sum of \$50.00, accounts over \$1,000 5% of the amount outstanding. In addition to the cost of recovery the customer will pay penalty interest on any unpaid amount from the due date until payment in full at the rate of 24% per annum and such penalty interest shall continue to be payable after and notwithstanding any judgement obtained by the supplier against the customer. If the supplier finds it necessary to sue the customer, service of any document will be deemed to be effected on the customer if that document is left at the address shown as the customer's business address or home address or registered address

## 19. Security interest

The supplier retains a security interest in all goods supplied to the customer until the supplier receives payment in full of all sums owing by the customer under any contract for the supply of the goods. The nature of the security interest is that the supplier retains title to the goods. The security interest shall apply to goods supplied to the customer in the future. The customer shall not allow any goods subject to the security interest to become an accession to other goods.

- (a) The customer hereby waives the customer's right to receive a copy of the verification statement following registration of the supplier's security interest.
- (b) The supplier may allocate any payment received from the customer against any debt owed by the customer in any manner that the supplier may decide, notwithstanding any purported allocation by the customer.
- (c) If after due date the debt remains unpaid the supplier is entitled to enter the customer's premises and seize the goods unpaid for and to dispose of them as the supplier sees fit and to apply such proceeds towards the debt. The customer hereby irrevocably authorises the supplier or the supplier's agents to enter the premises of the customer to locate and seize the goods.
- (d) If the supplier does not at any time have priority over all other secured parties in relation to any goods then pursuant to section 107(1) of the

PPSA, for the purposes of dealing with those goods the parties contract out of sections 108 and 109 to the extent of deleting the words "with priority over all other secured parties" in sections 108 and 109(1) of the PPSA and the PPSA shall be read as if sections 108 and 109(1) did not have the words "with priority over all other secured parties".

- (e) The customer agrees that none of sections 114(1)(a), 133 or 134 of the PPSA will apply to any dealings with the goods under this agreement. The customer further waive their rights:
  - i To receive a statement of account under section 116;
  - ii To receive any part of the surplus under section 117(1)(c) or recover it under section 119 if the supplier has in good faith made any payment to any person under sections 117(1)(a) or 117(1)(b) to which it subsequently transpires that person was not entitled;
  - iii To receive notice of any proposal of the supplier to retain goods under section 120(2);
  - iv To object to the supplier's proposal to retain goods under section 121;
  - v To make any claim for damages to any other goods if the supplier removes an accession under section 125;
  - vi To be given notice of the removal of any accession under section 129;
  - vii To apply to the Court for any order with respect to removal of an accession under section 131;
  - viii To redeem any goods under section 132;

## 20. Dispute Resolution

The attention of the customer is drawn to the mediation facility offered by Printing Industries New Zealand Incorporated.

The law applicable to the supply of the goods shall be the law of New Zealand and any disputes shall be adjudicated in the New Zealand courts.

## 21. Privacy Act 1993

- 21.1 The Customer authorises the Supplier or the Supplier's agent to:
  - (a) access, collect, retain and use any information about the Customer;
    - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
    - (ii) for the purpose of marketing products and services to the Customer.
  - (b) disclose information about the Customer, whether collected by the Supplier from the Customer directly or obtained by the Supplier from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 21.2 Where the Customer is an individual the authorities under clause 1.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 21.3 The Customer shall have the right to request the Supplier for a copy of the Information about the Customer retained by the Supplier and the right to request the Supplier to correct any incorrect information about the Customer held by the Supplier.

## 22. General

The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.

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