



## Terms of Trade

### 1. Quotations

All quotations are based on printed, typewritten, electronic or other good copy acceptable to the supplier. Where the customer is supplying their own printing plates or any other item, they must be of an acceptable quality and quantity as determined by the supplier. The quotation is an interpretation of the customer's instructions, both written and verbal. Customers are therefore advised to carefully check quotations before accepting them. For the purpose of these terms of trade "quotations" includes "estimates".

### 2. Acceptance

The quotation will lapse if not accepted within 30 days.

### 3. GST

All quotations are exclusive of GST.

### 4. Variations/ Alterations

All quotations are based on the conditions and specifications in the quotation, (ink, paper, quantity, delivery etc.) and covers all work and materials required to complete the order. Any variation or alteration to the specifications, copy and/or layout supplied by the customer, increase in material costs, or delivery schedule may make the quotation subject to amendment.

### 5. Experimental and/or Creative Work

Experimental work, preliminary sketches, drafts and other creative work may be charged by the supplier.

### 6. Colour Proofs

There is 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 endeavours to provide a commercially acceptable finished product.

### 7. Proof Approval

The supplier is not liable for errors in the finished work where a proof has been submitted to and approved by the customer.

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

Customers will be charged for any plant held waiting for customer's instructions.

### 9. Customer's Property

The supplier will take reasonable skill and care of the customer's property and return it to the customer in good condition. If the supplier agrees to the storage of the customer's property, unless it is 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. Film and Art

Ownership of these materials will pass when it has been paid for unless otherwise agreed in writing at the time of order, the customer shall have no right or title to material stored by the supplier on discs, tapes or any other form of electronic storage, but if the supplier agrees to duplicate or transfer stored electronic material to the customer, the supplier shall have the right to charge for the service.

### 11. Electronic Images and/or Files

It is the customer's responsibility to retain a copy of any image or file supplied. The supplier is not responsible for accidental damage to any material supplied. Any additional translating, editing or programming needed to utilise customer supplied files or images will be charged.

### 12. Quantity

Unless otherwise agreed the supplier will deliver the quantity specified.

### 13. Delivery

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

### 14. Termination of Contract

Where a contract is cancelled by the customer, all work properly done by the supplier will be paid for by the customer. Contracts for the printing of periodicals can only be cancelled on the supplier receiving the agreed amount of notice in writing.

### 15. Claims

Complaints regarding finished goods must be received by the supplier within a reasonable time. What is a "reasonable time" will depend on the circumstances of each case.

### 16. Illegal or Libellous Material

The supplier is not required to reproduce any material that is, in the supplier's opinion, illegal or libellous in nature or that is in breach of any statute. The supplier will be indemnified by the customer in respect of any and all claims, costs, and/or expenses arising out of any libel or breach of statute or infringement of copyright, patent or design.

### 17. Supplier's Liability

Where the customer is a company or a person in trade the Consumers Guarantee Act 1994 will not apply.

The supplier will not be liable for any indirect or consequential loss to the customer arising from third party claims occasioned by errors in the work or by delay in delivery.

No warranty is given or responsibility accepted by the supplier to ensure that goods produced comply with the requirements of any legislation relating to the marking and/or labelling, and/or packaging of goods. Compliance with any such legislation is the customer's responsibility.

No guarantee is given that the goods supplied to the customer are fit for any purpose not made known to the supplier.

The supplier shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, acts of nature, equipment failure or mischievous damage or other cause beyond the supplier's control.

### 18. Payment Terms

Payment is due by the 20th of the month following date of invoice. Days of grace are allowed to the end of the month due, after which unpaid amounts become overdue. Such overdue amounts will be charged interest at the supplier's penalty bank rate of 1.47% per month calculated on a daily basis until paid. Where a customer's account is in excess of 30 days past due (ie invoices showing in 60 days column of supplier's statement), such account will be placed on stop supply.

### 19. General Lien/ Romalpa Clause

The supplier has in respect of all unpaid debts, a general lien on all the goods delivered by the supplier or in the supplier's possession. If after 14 days written notice a debt remains unpaid the supplier is entitled to enter the customer's premises and seize the goods unpaid for and to dispose of the goods as the supplier sees fit and apply such proceeds towards the debt.

### 20. Dispute Resolution

In the first instance any dispute between the parties must be discussed between them to attempt to settle the dispute. Where the parties cannot reach a settlement between themselves, the supplier as a member of Printing Industries New Zealand allows the parties access to the services of Printing Industries New Zealand to resolve any differences between the parties by mediation. If no agreement can be reached through mediation the parties may agree to arbitration by Printing Industries New Zealand by signing a separate agreement. This clause does not remove the customer's right to refer any dispute to any other body or organisation, or impose any requirement that the customer attend any mediation or arbitration.