

Terms and Conditions of Sale

Introduction

These Terms and Conditions of Sale apply to all Goods and Services from time to time provided by Graphicworks Ltd ("Graphicworks") to the purchaser of those goods ("the Buyer").

In the event that other terms and conditions are imported into any contractual documentation between Graphicworks and the Buyer then, unless specifically authorised in writing by a director of Graphicworks, these Terms and Conditions of Sale shall prevail.

1. Quotations / Ordering

- Buyers are recommended to follow up verbal communications about requirements/orders in writing. Written communications should clearly state the Buyer's particular requirements. Graphicworks will not be responsible for errors or omissions due to oversight or to misinterpretation of the Buyer's verbal instructions.
- Written quotations will be provided only for work according to the original specifications. If through the Buyer's error, or omission, work has to be redone or alterations and /or modifications to specifications are required, then additional charges (over and above the quotation provided) may be incurred.
- A quotation, unless previously withdrawn, is valid only for 30 days from the date it is given, unless otherwise specifically stated on the quotation form. Following this a new quotation may be required for any goods or services ordered.
Quoted prices are based on the cost of materials, labour, and services as at the date of the quotation. Should there be any increase in these costs, such increases may, at Graphicworks sole discretion, be added to the quoted price and are subject to the same payment terms as the quoted price.
Graphicworks reserves the right not to undertake any work which in its opinion is or may be unlawful, offensive, or otherwise inappropriate.
- Should Graphicworks be required to match to an existing shade or colour, then a tolerance will be allowed to such extent as shall reasonably achieve a match.
- Additional costs may be incurred should the Buyer requests expedited delivery. This requirement should be included in the original specifications / requirements and will be included in the quotation provided as a separate line item.

2. Prices

- The prices of goods or services supplied are as shown on Graphicworks' quotation, acceptance order, invoice, or other document. Graphicworks reserves the right to charge for delivery, in addition to the amount shown in the quotation, acceptance of order, or other document. Furthermore, installation and original product removal charges, which may be included in the quote as an estimated charge (based on information supplied at the time of quotation), may be adjusted to reflect the full cost incurred once these aspects have been completed.
- Any additional charges (over and above the quote price) necessarily incurred by Graphicworks to fulfil an order, will be invoiced to the Buyer and are subject to the same payment terms as the quoted price. Such additions will be communicated to the Buyer, where possible, prior to being incurred.
- Graphicworks reserves the right to make minor alterations to the size of signage to ensure the finished product is dimensionally balanced. Where materials are not available for any reason, Graphicworks reserves the right to substitute materials of a similar specification.
- Experimental work, preliminary sketches and designs produced at the Buyer's request shall constitute an order, which may be charged for, even if the job does not proceed further. All work submitted on a preliminary basis shall remain the property of Graphicworks, and cannot be used by the Buyer either in full or in part. Upon the Buyer making appropriate payment to Graphicworks these items shall pass to the Buyer.

Charges made to the Buyer for initial setting up or origination do not give the Buyer any rights to dies, jigs, screens, patterns, films, or any other mediums containing such works. These shall at all time remain the property of Graphicworks, unless otherwise specifically agreed in writing.

- Goods and Services Tax and any other tax duty or impost necessarily incurred in the course of completing the work, shall be invoiced to the Buyer and are subject to the same payment terms as the quoted price.

3. **Payment Terms**

- A deposit of up to 50% may be requested before work commences.
The Buyer agrees that the terms of trade are strictly settlement of the balance owing by the 7th day following the date of the invoice.
If the account is not paid within 30 days after the due date, Graphicworks' debt recovery agency will charge additional collection costs.
- Regular progress payments may be required should the work remain in progress for more than one month.
- If accounts become overdue, any debt may be passed onto an appropriate collection agency. All collection costs, including collection agency and actual solicitor's costs, will be added to the outstanding debt. Graphicworks reserves the right to charge interest at the rate of 1.5% per month on any overdue amounts.
- The risk of all goods and services sold passes to the Buyer upon delivery. Ownership of the goods and services remains with Graphicworks until payment is made in full for those goods or services. Graphicworks is authorised to enter the premises of the Buyer and reclaim any goods that have not been paid for.
- If you have a query relating to a particular invoice, please contact Janine Dalton in the first instance on Ph.: 0275200907 or via email: janine@graphicworks.co.nz . If payment is due before the query has been resolved, please deduct the invoice amount from your statement total and make payment of the remaining amount by the due date
- **An application form for 20th of the Month credit terms is available upon request**

4. **Delivery and Installation**

- Graphicworks will use every reasonable endeavour to deliver every order within the time specified (if any) by the Buyer, but Graphicworks will not be liable for any loss or damage sustained, as a consequence of inability to do so, or any delay.
- On delivery of goods the Buyer must immediately inspect them to satisfy itself that they meet the order, and are in good condition. If at such time the Buyer is not satisfied, then it must immediately notify Graphicworks in writing. Unless notification is made within 5 working days of delivery, then irrespective of the nature or extent of the alleged defect or deficiency, Graphicworks will not be liable in any way in respect of it.

5. **Warranty**

- Whilst all care and attention is undertaken by Graphicworks to deliver and/or install goods of the highest quality, and to ensure that all components (including vinyl, inks, media, paints and other materials) are purchased from reputable manufacturers, Graphicworks does not guarantee the manufacture of such items. Where any defect or alleged defect is beyond the ability of Graphicworks to control quality, Graphicworks has no liability. Any defects due to faulty workmanship must be notified within 7 days after delivery. Any such defects will, at the discretion of Graphicworks, be repaired or replaced free of charge
- Where you as the Buyer have acquired goods or services from Graphicworks Ltd for the purposes of a business or have held yourself as acquiring them for the purpose of a business, section 5(1)(c) of the Consumer Guarantees Act (which guarantees undisturbed possession of the goods) shall not apply.
- It is the responsibility of the Buyer to ensure the suitability of the good or services purchased are acceptable for its intended use.
Graphicworks Ltd cannot guarantee how the final product is used except for its intended purpose

6. **Termination**

- If the Buyer is at any time in default of any of its obligations, covenants or agreements under these Terms and Conditions of Sale, then Graphicworks may, by notice in writing to the Buyer, terminate any contract.
- In such event the Buyer shall be liable to pay for the cost of any work (including preliminary work) undertaken at that time. Such cost shall be payable as a debt due immediately upon demand.
- In the event that an order is cancelled or suspended by the Buyer, then Graphicworks may immediately require the Buyer to pay for work completed up to the date of cancellation or suspension.