

## TERMS AND CONDITIONS OF TRADE AND CREDIT

The quotation is an interpretation of the customers instructions, both written and verbal. Customers are therefore advised to carefully check quotations before accepting them.

### GRAPHICWORKS LTD AND THE CUSTOMER AGREE:

"Goods" herein are printing products provided by Graphicworks Ltd to the customer including (but not in any of the following examples, so as to restrict the generality of the definition) cards, pamphlets, flyers, signage, brochures, signage (building and vehicle), any other product which has had printing processes applied to it and any computer disk or other means of electronic storage which contains electronic records, programs and processes which enable the creation of any form of text or numeral or graphic image on any surface including a surface for the display of temporary images whether moving or not such as a computer monitor or video screen and any computer disk or medium containing electronic record supplied by Graphicworks Ltd and paper and office equipment and office furniture (including but not so as to restrict the generality of the definition) computers, scanner, monitors, printers and other computer associated equipment, photocopiers, facsimile machines, desks, chairs, shelving and cabinets. "PPSA" means the Personal Property Securities Act 1999.

#### 1. QUOTATIONS

All quotations are based on printed, typewritten, electronic or other good copy acceptable to Graphicworks Limited. When the customer supplies its own printing plates or other item, they must be of an acceptable quality and quantity as determined by Graphicworks Limited. If Graphicworks Limited 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 quote 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 10 working days from the date it is given

#### 3. PRICE

The price will be increased;

- I. to include the amount of GST (and any other taxes and/or duties) that may be applicable unless such taxes are expressly included in the quotation given.
- II. to include delivery and/or installation costs unless such costs are expressly included in the quotation given.
- III. by the amount of any increase in the cost of the supply of Goods after the quotation has expired
- IV. by any costs incurred by Graphicworks Limited in relation to method of payment including but not limited to credit card payments.

#### 4. VARIATIONS / ALTERATIONS

All quotations are based on the conditions and specification in the quotation (ink, paper, or other medium, layout, quantity, delivery etc) and provide for all work and material required to complete the order. Any (a) variation or alteration to the conditions and specification 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 material 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 Graphicworks Limited for content, medium, layout or presentation until such work has been paid for or consent given by Graphicworks Limited in writing.

#### 6. COLOUR PROOFS

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

#### 7. PROOF APPROVAL

Graphicworks Limited is not liable for errors or variations in the finished work when 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 Graphicworks Limited's waiting charges for such plant

#### 9. CUSTOMERS PROPERTY

Graphicworks Limited will take reasonable care of the customers property but the risk shall be on the customer and Graphicworks Limited shall not be responsible for any damage. Unless it is otherwise agreed to in writing Graphicworks Limited will not be responsible for insurance cover. Unless otherwise agreed in writing, Graphicworks Limited may dispose of any material held for twelve (12) months following the date of invoice.

#### 10. INTERMEDIATE MATERIALS (that product which comes into existence during the preparation or processing of the customer order but which is not the final product)

Ownership and possession of intermediate materials will pass to the customer when they have been paid for.

#### 11. ELECTRONIC IMAGES AND/OR FILES

It is the customers responsibility to retain a copy of electronic image or file supplied by the customer to Graphicworks Limited is not

responsible for accidental damage to any electronic material supplied and such material is held at the customers risk. Graphicworks Limited may charge for and additional translating, editing or programming required to utilise the customer supplied files or images and such charges shall be in addition to the quoted price. Subject to clause 10 Graphicworks Limited's own electronic records shall remain the property of Graphicworks Limited

#### 12. QUANTITY

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

#### 13. DELIVERY

Unless otherwise agreed, delivery of the goods is at the Graphicworks Limited factory door in a continuous uninterrupted delivery of the complete order.

Any time stated is an estimate only. Graphicworks Limited is not liable for any delays to delivery.

#### 14. SUSPENSION OF CONTRACT

The suspension of any work on customer's instruction for a period in excess of 30 days shall entitle Graphicworks Limited to payment in full for all work in progress at the time of suspension. Suspension instructions must be given in writing.

Graphicworks Limited may revise the quotation for the uncompleted portion of the order before re-commencing the job.

#### 15. CANCELLATION OF CONTRACT

Notwithstanding any other clause in this agreement, where a contract is cancelled by the customer, all work carried out and goods supplied by Graphicworks Limited will be paid for by the customer immediately on presentation of the invoice.

#### 16. CLAIMS FOR DAMAGED OR DEFECTIVE GOODS

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

#### 17. ILLEGAL OR LIBELOUS MATERIAL

Graphicworks Limited is not required to reproduce any material or produce any goods that are, in Graphicworks Limited's opinion, illegal, objectionable or libelous in nature or that is in breach of any copyright, patent, design or statute.

Graphicworks Limited will be indemnified by the customer in respect of any or all damages claims, costs and expenses (including actual legal costs and disbursements on a solicitor and own client basis) for which Graphicworks Limited may be liable for 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 Graphicworks Limited to the customer.

#### 18. LIMITATION OF LIABILITY

Where the customer is a company or a person acquiring or holding him of herself to be acquiring goods or services or both for the purposes of a business the Consumer Guarantees Act 1993 shall not apply to the supply of goods under this agreement. Graphicworks Limited shall not be liable for any indirect or consequential loss to the customer or any third party arising from errors in the work or from delay in delivery. no warranty is given or responsibility accepted by Graphicworks Limited to ensure the finished product or any goods produced comply with the requirements of any legislation relating to the marketing 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 Graphicworks Limited or suitable for any market requirement.

Graphicworks Limited shall not be responsible for any delay, default, or consequential loss or damage to any industrial disputes, accidents, natural disasters, acts of terrorism, equipment failure, mischievous damage or other cause beyond Graphicworks Limited's control.

#### 19. PAYMENT

Payment is due in full 7 days following delivery unless otherwise stated in these terms or in Graphicworks Limited's invoice to the customer. If invoices are not paid in full and on time the customer will pay collection, administration 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. In addition to the costs of recovery the customer will pay penalty interest on any unpaid amounts 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 judgment obtained by Graphicworks Limited against the customer. If

Graphicworks Limited 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 as shown as the customers business addressed or home address or registered address.

#### 20. RISK AND SECURITY INTEREST

Risk of any loss or damage or deterioration of the Goods passes to the Customer upon delivery. Graphicworks Limited retains a security interest in all goods supplied to the customer until Graphicworks Limited receives payment in full of all sums owing by the customer under any contract of the supply of goods. The nature of the security interest is that Graphicworks Limited retains title to the goods. The security interest shall apply to all 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 rights to receive a copy of the verification statement following registration of Graphicworks Limited's security interest.
- b) Graphicworks Limited may allocate any payment received from the customer against any debt owed by the customer in any manner that Graphicworks Limited may decide, notwithstanding any purported allocation by the customer.
- c) If after the due date the debt remains unpaid Graphicworks Limited is entitled to enter the customers premise and seize the goods unpaid for and to dispose of them as Graphicworks Limited sees fit and to apply any proceeds towards the customers debt. The customer hereby irrevocable authorizes Graphicworks Limited or Graphicworks Limited's agents to enter the premises of the customer to locate and seize the goods.
- d) If Graphicworks Limited 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 these 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 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 and 134 of the PPSA will apply to any dealing with the goods under this agreement. The customer further waives their right:
  - 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 Graphicworks Limited has in good faith made any payment to any person under sections 117(1)(a) or 117(1)(b) to which is subsequently transpires that person was not entitled;
  - iii. To receive notice of any proposal of Graphicworks Limited to retain goods under section 120(2);
  - iv. To object to Graphicworks Limited's proposal to retain goods under section 121;
  - v. To make any claim for damages to any other goods if Graphicworks Limited 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 the removal of an accession under section 131;
  - viii. To redeem any goods under section 132;

#### 21. USE OF INFORMATION

The customer agreed that Graphicworks Limited may obtain information about the customer from the customer or any other person (including credit or debt collections agencies) in the course of Graphicworks Limited business including fir credit assessment, debt collecting and direct marketing activities. The customer agrees that Graphicworks Limited may use any information about the customer relating to the customer's credit rating and give that information to any other person including credit or debt collection agencies.

If the customer if an individual, the customer has rights under the Privacy Act 1993 and request can request the correction of any personal information which Graphicworks Limited holds about the customer

#### 22. DISPUTE RESOLUTION

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 court