



1. Orders - Orders will be on such forms as the Vendor may require from time to time.

2. Acceptance - Each Order shall constitute acceptance by the Customer of these Terms and Conditions of Trade.

3. Price variation - Price estimates are based on the Vendor's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance, where such amendment is required in order to meet any rise or fall in such costs.

4. Preliminary work - All work carried out, whether experimentally or otherwise, at customer's request shall be chargeable.

5. Copy - Where any additional work of whatever nature is necessary as a result of copy supplied by a customer not being clear and/or legible, the Vendor shall be entitled to make additional charges on a time and materials basis to cover such additional work.

6. Proofs - Proofs of all work may be submitted for customer's approval and the Vendor shall incur no liability for any errors not corrected by the customer in proofs so submitted. Additional charges shall be made for any additional proofs that are required as a result of alterations required by the customer. When style, type or layout is left to the Vendor's discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis.

7. Copyright - Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by the Vendor shall vest in and belong to the Vendor. The customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials ("Materials") prior to instructing the Vendor to reproduce the same. The customer shall indemnify and hold the Vendor and its agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that the reproduction of the Materials by the Vendor infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.

8. Health and Safety in Employment Act 1992 -The Vendor shall be responsible for the actions of its employees in terms of section 15 of the Health and Safety in Employment Act 1992 ("HSEA"). The Customer shall be responsible for compliance with the HSEA in respect of the Customer's site and shall advise the Vendor prior to commencement of any work of any hazards on the Customer's site.

9. Delivery and Payment -Turnaround is measured in Working Days. For orders made on a Guaranteed Turnaround service (being orders guaranteed to be ready within a certain period (the "Guaranteed Period"), delivery (as more particularly described in paragraph 9(b) below) will be made no later than 5pm on the last Working Day of the Guaranteed Period. Should the Vendor fail to deliver within the Guaranteed Period (see also paragraph 10 Variations in quantity), a service 'credit' will be awarded up to the value of the order in question (redeemable against future orders within 6 months of issue of the Credit in question) (the "Credit"). The customer will still be obliged to pay in full for the order in respect of which delivery was late, including any of the sums charged specifically for the provision of the Guaranteed Turnaround Service ("the Premium Charges"). Where the late delivery is as the result of the action or inaction of a third party, such as a carrier, the Vendor, at their absolute discretion, may elect to extend the

turnaround by one Working Day and the customer shall not be awarded a Credit during this time. Rural Deliveries are excluded from our Guaranteed Turnaround. **a.** These services rely on the customer not delaying the progress of the order in any way (which delays include but are not limited to the customer not returning proofs by the time such payment is due) (a "Customer Delay"). In the event of a Customer Delay the customer shall not be awarded a Credit and the customer shall still be obliged to pay the Premium Charges but the Vendor shall not be bound to deliver within the Guaranteed Period. **b.** Delivery of work by the Vendor shall be deemed to take place upon collection of the work by the customer (where the customer is obliged to collect the work) or (where the Vendor is obliged to deliver the work) actual delivery of the work to the customer by the Vendor. Where the customer is obliged to collect the work, customer's failure to collect the work on the day on which the Vendor is contractually obliged to have it ready for collection shall be classed as a Customer Delay. Where the Vendor is obliged to deliver the work to the customer but the customer provides the Vendor with incomplete or incorrect delivery information or is not available to accept delivery, then provided that the Vendor has used reasonable endeavours to deliver the work to the customer, a failed delivery shall be classed as a Customer Delay. **c.** Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days or more the Vendor shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage. **d.** Unless otherwise specified, payment for all Goods and Services shall be made no later than: (i) on completion for non-account Customers; (ii) the 20th day of the month following invoice for account Customers. **e.** The Vendor may, at its sole discretion, require payment of a deposit by the Customer prior to processing any Order. **f.** An administration fee may be charged on all overdue amounts in addition to any other charges pursuant to this clause. **g.** Interest will accrue on all amounts overdue at the rate of 2.5% per month and will be calculated on a day by day basis until payment is made in full. **h.** All costs of or incurred by the Vendor as a result of a default by the Customer including but not limited to administration charges, debt collection costs and legal costs as between solicitor and client shall be payable by the Customer. **i.** If the Customer defaults in any payment or commits any act of bankruptcy or any act which would render it liable to be wound up or if a resolution is passed or proceedings are filed for the winding up of the Customer or if a receiver is appointed for all or any assets of the Customer, the Vendor may cancel any Order without prejudice to any other rights it may have and payment for all completed Orders shall immediately become due.

10. Claims - Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Vendor and the carrier within three clear days of delivery (or, in the case of non-delivery within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Vendor and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to the Vendor within 28 days of delivery. The Vendor shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

11. Liability - a. The Vendor's liability to the Customer shall be limited to the value of the Order supplied. b. The Sale of Goods Act 1908, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon the Vendor which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed

on the Vendor the Vendor's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

12. Illegal Matter - The Vendor shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party.

13. Full Colour Printing - All reasonable efforts shall be made to obtain the best possible colour reproduction on customer's work but variation is inherent in the print process and it is understood and accepted as reasonable that, the Vendor shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof, electronic graphic file, previously printed matter (whether printed by Vendor or other party) or any other materials supplied by the customer and the printed article the customer's order.

14. Payment Allocation - The Vendor may in its discretion allocate any payment received from the Customer towards any invoice that the Vendor determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Vendor may reallocate any payments previously received and allocated.

15. Ownership - Until payment is made by the Customer, the Customer agrees to: **a.** enable the Goods to be readily identifiable as the property of the Vendor; **b.** hold the Goods as trustee for the Vendor and will deal with the Goods as agent for and on behalf of the Vendor (but will not hold the Customer out as an agent to any third parties); **c.** if the Goods are resold, the proceeds of resale will belong to the Vendor and the Customer shall keep the proceeds of sale in a separate account for which separate records are kept.

16. Recovery of Goods - **a.** In the event of non payment or if payment of the Customer's Account is overdue the Vendor shall be entitled without prejudice to any right it has at law or in equity to enter the place where the Goods are stored whether at the Customer's premises or property or the premises or property of a third party for the purpose of recovering and taking possession of the Goods supplied. **b.** The Customer warrants to the Vendor that where the Goods are stored on the premises or property of a third party the Customer is acting as agent for the third party and has the full authority of the third party to authorise entry on to the premises or property of the third party for the purpose of recovering the Goods supplied without releasing the Customer from liability. **c.** The Vendor may resell the Goods and apply the proceeds towards payment of the Customer's outstanding Account with the Vendor. Any shortfall will remain the liability of the Customer. The Customer indemnifies the Vendor for all costs and expenses including legal costs as between solicitor and client which the Vendor may incur in recovering the Goods and any monies owed to it.

17. Electronic Images and/or Files - It is the customers responsibility to retain a copy of any electronic image or file supplied by the customer to the Vendor. The Vendor is not responsible for accidental damage to any electronic material supplied and such material is held at the customer's risk. The Vendor 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.

18. Disputes - **a.** In the event of any dispute arising between the Vendor and the Customer, such dispute shall in the first instance be referred to mediation for resolution. **b.** In the event that resolution by mediation is not achieved to the satisfaction of both parties within 30 days of referral to mediation, either party may then take legal action to resolve the dispute. **c.** Nothing in this clause prevents the Vendor from taking legal action to enforce payment of any debt due, nor where required to seek interlocutory or injunctive relief.

19. Notices - All notices required or committed under these Terms of Trade are to be served as provided in sections 353, 359, 360 and 361 of the Property Law Act 2007 and section 387 of the Companies Act 1993, or by facsimile, in which case notice is deemed to be given the day after sending.

20. Entire Agreement - These Terms and Conditions of Trade constitute the entire agreement and supersede and extinguish all prior agreements and understandings between the Vendor and the Customer.

21. Other Agreements - If there is inconsistency between these Terms and Conditions of Trade and any order submitted by the Customer or any other arrangement between the Vendor and Customer, these Terms and Conditions of Trade prevail unless otherwise agreed in writing by the parties.

22. Modification of Terms - WAIKATO PRINTING COMPANY may amend these Terms of Trade at any time and for any reason, including the right to terminate all or any part of the Services. When/if we do so, we will update the "Last Updated" date at the beginning of these Terms.

23. Governing Law - These Terms and Conditions of Trade will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand Courts will have exclusive jurisdiction over any dispute in relation to the Goods and Services.

Definitions In these Terms of Trade:

"Account" - means the Customer's account with the Vendor.

"Customer" - means the person or entity making the application or any person acting with ostensible authority on behalf of the customer.

"Non-Production Days" - are days in which the production hub is non-operational. (i.e. these days may have an impact on delivery turnarounds at times like Christmas and public holidays).

"Goods" - means goods supplied by the Vendor to the Customer at any time.

"Order" or "Orders" - means the order or orders of the Customer to the Vendor to supply Goods and Services.

"PPSA" - means the Personal Property Securities Act 1999.

"Services" - means services supplied by the Vendor to the Customer at any time.

"Vendor" - means WAIKATO PRINTING COMPANY reseller.

"Working Days" - means Mondays to Fridays, with the exception of statutory public holidays and including provincial anniversary holidays pertaining to the region.

Acceptance of Terms of Trade

I/We agree to these terms of trade.

SIGNED:

Name

Signature

date: ____/____/____