

## TERMS OF TRADE PHOTOARTS NEW ZEALAND LIMITED

1. **Quotations** All quotations are based on printed, typewritten, electronic or other good copy acceptable to 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 of the quotations** will lapse if not accepted within 30 days.
3. **Variations/Alterations** All quotes 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 will make the quotation subject to amendment.
4. **Experimental and/or creative work**, experimental work, preliminary sketches, dummies and other creative work will be charged by the supplier.
5. **Colour Proofs** there is no guarantee that the 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.
6. **Proof Approval** the supplier is not liable for errors in the finished work when a proof has been summated and approved by the customer.
7. **Customers 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 customers property, unless it is agreed in writing the supplier will not be responsible for insurance cover. Unless otherwise agrees in writing, the supplier may dispose of any materials held twelve months following the date of the invoice.
8. **Intermediate Material** Ownership of Intermediate materials will pass when it has been paid for. Charges for intermediate material will be determined at the time of quoting, or ownership of intermediate materials except those supplied by the customer, will remain the suppliers property.
9. **Electronic Images and/or files** It is the customers responsibility to retain a copy of any images or file supplied. The supplier is not responsible for accidental damage to any material supplied. And additional translating, editing or programming needed to utilize customer supplied files or images will be charged.
10. **Quantity** Unless otherwise agreed the supplier will deliver the quantity specified.
11. **Delivery** Unless otherwise agreed delivery is at the suppliers factory door in a continuous uninterrupted delivery of the complete order.
12. **Termination of Contract** Where a contract is cancelled by the customer, all work property 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.
13. **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.
14. **Illegal or Libellous Material** The supplier is not required to reproduce any material that is, in the suppliers 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 stature or infringement of copyright, patent or design.

15. **Suppliers 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 marketing and/or labelling, and/or packaging of the goods. Compliance with any such legislation is 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. The supplier shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, acts of God, equipment failure or mischievous damage or other caused beyond the suppliers control.
16. **Payment** Payment is due in full on or before the 20<sup>th</sup> of the month following delivery. Interest at a rate of 24% per annum will be applied to outstanding accounts.
17. **Conditions of credit** I/we agree to abide by your conditions of credit as listed. I/we understand that the terms of trade for a credit account are for payment within 20 days following the invoice. Failure to meet this requirement may mean closure of the account, and if necessary to revert to collection agency procedures, all commissions and legal costs will be added to the account and will become my/our responsibility.
18. **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 the 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 customers right to refer any dispute to any other body or organization, or impose any requirements that the customer attend any mediation or arbitration.