

PRINT HOUSE LIMITED

P.O. Box 5544 - 142 Kent Street, Hamilton
Telephone 07 847 8102 Facsimile 07 847 8103
E-mail admin@phprint.co.nz

TERMS OF TRADE

A considerable number of our quotations and estimates are being faxed or electronically supplied to clients to meet deadlines. As our Terms of Trade do not form part of the transmissions, please file this copy as relating to all work undertaken by us.

- 1. QUOTATIONS.** All quotations are submitted in good faith and are based on the specifications printed on our quotation. The quotation shall be deemed to interpret the customer's instructions written and verbal. Customers are accordingly advised to exercise due care and attention when checking quotations before any further work proceeds. The term "quotation" shall include estimates for the purpose of these conditions.
- 2. ACCEPTANCE.** The quotation shall lapse unless accepted within the stated time shown on the quotation. Unless otherwise specified quotations are valid for three (3) months.
- 3. GOODS AND SERVICES TAX.** The customer shall pay Goods and Services Tax at the rate applying at the time of completion of their order.
- 4. INKS.** Unless otherwise specified all single colour work is quoted on the basis of using black ink. Any changes in the ink required after quotation shall be charged as an extra. If possible please indicate ink colours when asking for quotations.
- 5. ALTERATIONS.** Quotations shall be based on specifications supplied by the customer at the time of quoting and any deviation from these specifications may result in additional charges. Should any additional work be required to correct the condition of the copy or files provided such work shall be carried out at the customer's expense.
- 6. BLANK PAGES.** Unless otherwise stated, where a price has been quoted at a per page rate for a book, pamphlet, magazine or similar work, every page in the production, including cut-flush paper covers shall be chargeable at the full rate, whether printed or not.
- 7. AUTHOR'S CORRECTIONS.** Author's corrections on and after the first proof, including alterations in style, shall be an additional charge.
- 8. CUSTOMER'S EXPERIMENTAL ORDERS.** Work of an experimental nature prepared at the customer's request shall be considered an order and charged for accordingly.
- 9. PRINTER'S SPECULATIVE WORK.** Sketches, dummies, impositions/layout sheets and designs submitted by the printer on a speculative basis shall remain the printer's property and no use shall be made nor any idea obtained therefrom be used, without the agreement of the printer in writing.
- 10. CUSTOMER'S VERBAL INSTRUCTIONS.** The printer shall not be held liable for errors or omissions arising from an oversight or a misinterpretation of a customer's verbal instruction. Instructions should be typewritten.
- 11. 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.
- 12. PRODUCTION PROOFS.** Where a material being used is significantly different to that on which a proof is produced, the supplier may show the customer a press proof to indicate the differences. Press proofs will be charged in addition to the quotation, unless specified as being included.

- 13. SUPPLIED MATERIALS.** Any images, film, plates, cutting forms or materials supplied by the customer must be to Print House's specifications. Any additional costs incurred by not meeting these specifications will be charged to the customer.
- 14. HANDLING PAPER STOCK.** All paper supplied by the customer for the production of the customer's work shall be subject to a charge for handling, storage and profit as determined by the printer.
- 15. ELECTRONIC DATA STORAGE, ORIGINATION, PLATES.** Unless otherwise specified in writing, in all cases where the customer has been separately invoiced for and paid for such work, the ownership of such material remains with the customer. If there are any alterations, duplicating, corrections, downloads, or electronic relay of the above mentioned material there will be a charge for the service. Unless notified in writing within 12 months of the invoice date, the Printer may dispose of any such material and proceeds from their disposal may be used to offset the cost of storage. Any retrieval and downloads of stored electronic data, for example artwork files, will incur charges that will be invoiced to the client.
- 16. CUSTOMER'S PROPERTY AND PROPERTY SUPPLIED.** Customer's property and all property supplied to the printer by or on behalf of the customer shall be held at the customer's risk. Every care will be taken to secure good results where the materials or equipment are supplied by the customer. If any change or correction is necessary in order to supply properly finished work, the additional work shall be at the customer's expense. Responsibility shall not be accepted for sub-standard work caused by defects or unsuitability of such materials or equipment supplied by the customer. Where the customer supplies materials adequate supplies shall be furnished to cover spoilage as agreed with the printer.
- 17. COPYRIGHT and INTELLECTUAL PROPERTY.** Notwithstanding anything to the contrary in these Terms of Trade, all copyright and other intellectual property rights in all data, images, designs, layouts, texts and other material in any form supplied by the customer vest solely in the customer at all times, and the printer shall have no right or claim to, or interest in, such copyright and intellectual property for any reason.
- 18. HOLDING PRESS TO CUSTOMER'S INSTRUCTIONS.** Presses held awaiting a customer's instructions shall be at an additional charge for the time standing. Where film and/or plates are supplied by the customer, the acceptance of quotations recognises that loss of press time due to imperfections in such items is to the customer's account. Such charges will relate to "hold press" time awaiting the remaking of plates - or the lifting of the job (at the discretion of the printer) plus the cost of the subsequent make-ready. Such charges to be based on the time involved at the hourly press rate on which the quotation was based.
- 19. SUSPENDED WORK ON CUSTOMER'S INSTRUCTIONS.** The suspension of any work on customer's instructions for a period of 30 days or more shall entitle the printer to payment in full for all work in progress at the time of suspension. The printer may revise the quotation for the uncompleted portion of the order before proceeding.
- 20. CANCELLATION OF ORDERS.** Orders shall not be cancelled except upon terms which compensate the printer for all expenses incurred and otherwise protect the printer against loss.
- 21. DELIVERY.** Unless specified otherwise quotations shall be based on (a) delivery at the printer's factory door; and (b) a continuous and uninterrupted delivery of the complete order.
- 22. URGENT DELIVERY.** Should urgent delivery be agreed to, all related costs including overtime shall be an additional charge.
- 23. VARIATION IN QUANTITY.** Every effort shall be made by the printer to deliver the quantity specified. All quotations however are conditional upon a margin of up to 5% being over or under supplied. If the margin of 'under supply' is greater than the 5% the final printing charge to the client will be deducted respectively on a pro rata basis.

24. TERMINATION OF CONTRACT FOR PUBLICATIONS. A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as follows:

Nature of Publication	Length of Notice
Weekly	One month
Fortnightly	One month
Monthly	Three months
Quarterly	Three months

Notwithstanding the above, the printer may terminate the contract forthwith should any sum due remain unpaid.

25. CLAIMS. Any complaint shall be made in writing within 10 days of receipt of goods. Beyond this a claim may not be recognised.

26. OUTSIDE INFLUENCES. The printer 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 causes beyond the printer's control.

27. PROOF APPROVAL. The printer shall not be liable for errors in the finished work where a proof has been submitted to and approved by the customer. All proofs, including proofs subsequent to amendments or alterations shall be charged to the customer.

28. LIABILITY. The printer shall not be liable for any indirect or consequential loss or for the loss to a customer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery. No warranty shall be given or responsibility accepted by the printer 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 the requirements of any such legislation shall be the sole responsibility of the customer.

29. ILLEGAL OR LIBELLOUS MATTER. The printer shall not be required to print any matter which in the printer's opinion is or may be illegal or libellous in nature or in breach of the Fair Trading Act 1986 or any other statute or any provision thereof. The printer shall be indemnified by the customer in respect of any claims, costs and/or expenses arising from or out of any illegal or libellous matter or any breach of the Fair Trading Act 1986 or any other statute or any infringement of copyright, patent or design.

30. SUITABILITY OF GOODS. No guarantee shall be given or implied that the goods supplied at the customer's instructions or designed by the printer to those instructions are suitable for specific market requirements.

31. PAYMENT TERM. Unless otherwise stipulated by the printer or otherwise agreed between the printer and the customer, payment of the printer's account is due in full on or before the 20th of the month following invoice. 18% per annum (1.5% per month) will be charged on overdue accounts. All new clients will be required to pay a deposit before printing commences or meet a schedule of payments which is agreed upon prior to commencement of work.

32. GENERAL LIEN. The printer shall in respect of all unpaid debts due from the customer have a general lien on all the goods and property in the printer's hands and the printer shall be entitled upon the expiration of 14 days notice, to dispose of the goods or property as the printer thinks fit and apply the proceeds towards such debts. All material remains the property of Print House while any monies remain outstanding.

33. PRIVACY ACT 1993. The customer authorises (a) Print House to disclose any information provided in the credit application to any person or company for the purpose of assessing the credit worthiness of the customer and to use or disclose any of the information for the purpose of assisting Print House to carry out its usual business function. (b) Print House to provide credit references relating to the customer when requested by third parties. The privacy act may entitle the customer to have access to, and if necessary, to request the correction of personal information which Print House holds about the applicant.

ACCEPTANCE FORM

Please sign and return to:

Print House Ltd
PO Box 5544
Hamilton 3242

I have read the Print House Ltd Terms of Trade and accept the conditions contained therein. I agree to abide by the conditions of credit as listed. I understand that the terms of trade for a credit account are for payment by the 20th of the month following the month of invoice. If after three months it is necessary to revert to collection agency procedures, all commissions and legal costs will be added to the account and will become my responsibility.

Signed: _____
Signature

Name (print)

Company: _____

Date: _____

Signed: _____
on behalf Print House Ltd

A copy of the acceptance form will be returned to you by mail.

PRINT HOUSE LIMITED

P.O. Box 5544, Hamilton Telephone 07 847 8102 Facsimile 07 847 8103

I/We hereby make application for a credit account to be opened in the name of the company below in accordance with your Terms of Trade and Payment which I have read and agreed to by signing the Acceptance Form.

CREDIT ACCOUNT APPLICATION

Please Print

Date _____

Company / Customer Name _____

Postal Address _____

Physical Address _____

Name of Applicant and position in Company _____

Limited Company: YES / NO Telephone Number _____ Facsimile Number _____

Company Registration Number _____ E-mail: _____

Directors: Name _____ Address _____

Telephone _____ Date of Birth _____

Name _____ Address _____

Telephone _____ Date of Birth _____

Name _____ Address _____

Telephone _____ Date of Birth _____

If not a Limited Company, Proprietor's full name _____

Guarantor / Guarantee details _____

Bankers _____ Accountant _____

Address _____ Address _____

Phone _____ Phone _____

Trade References: (1) _____
_____ Phone _____

(2) _____
_____ Phone _____

(3) _____
_____ Phone _____

Signature of Applicant _____

Please Note: Completion of this application form does not guarantee that an account will be opened.