

## Hilt Printing Services Ltd

### Terms of Trade

#### 1. Quotations

All quotations are based on printed, typewritten, electronic or other good copy acceptable to the supplier. Where the customer is supplying their own printing plates or any other item, they must be of an acceptable quality and quantity as determined by 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

The quotation will lapse if not accepted within 30 days.

#### 3. GST

All quotations are exclusive of GST.

#### 4. Variations/Alterations

All quotations 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.

#### 5. Experimental and/or Creative Work

Experimental work, preliminary sketches, dummies and other creative work will be charged by the supplier.

#### 6. 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.

#### 7. Proof Approval

The supplier is not liable for errors in the finished work where a proof has been submitted to and approved by the customer.

#### 8. Holding of Plant to Customer's Instructions

Customers will be charged for any plant held waiting for customer's instructions.

#### 9. Customer's 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 agreed in writing, the supplier may dispose of any materials held twelve months following the date of the invoice.

#### 10. Intermediate Material

Ownership of intermediate materials except those supplied by the customer, will remain the supplier's property.

#### 11. Electronic Images and/or Files

It is the customers responsibility to retain a copy of any image or file supplied. The supplier is not responsible for accidental damage to any material supplied. Any additional translating, editing or programming needed to utilise customer supplied files or images will be charged.

#### 12. Quantity

Over runs and under runs will not exceed 10 percent of the quantity ordered. The supplier will charge the actual quantity delivered within this tolerance.

#### 13. Delivery

Unless otherwise agreed delivery is at the supplier's factory door in a continuous uninterrupted delivery of the complete order.

#### 14. Termination of Contract

Where a contract is cancelled by the customer, all work properly 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.

#### 15. 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.

#### 16. 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 statute or infringement of copyright, patent or design.

#### 17. Supplier's 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 marking and/or labelling, and/or packaging of 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 cause beyond the supplier's control.

#### 18. Payment

Payment is due in full on or before the 20th of the month following date of invoice, or as otherwise indicated on the quotation or invoice. All unpaid accounts will incur collection / legal fees payable by the client.

#### 19. General Lien

The supplier shall retain ownership of the goods until it receives payment in full of all sums owing by the buyer under this contract. If any of the products are incorporated in or used as material for other goods before such payment the property in the whole of such other goods shall be and remain with the seller or supplier until such payment has been made.

#### 20. Property to pass on payment

It is agreed that property in any product covered by this agreement shall not pass from the company until full payment thereof has been made and unless payment shall have been made the dealer shall be bailee only of such and accordingly the supplier has in respect of unpaid debts a general lien on all the goods delivered by the supplier or in the supplier's possession. If after 14 days written notice the debt remains unpaid the supplier is entitled to enter the customer's premises and seize the goods unpaid for and to dispose of them as the supplier sees fit and to apply such proceeds towards the debt.

#### 21. 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 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 customer's right to refer any dispute to any other body or organisation, or impose any requirement that the customer attend any mediation or arbitration.