

PRESTIGE PRINT (1965) LTD

TERMS OF TRADE AND CREDIT

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.

PRESTIGE PRINT AND THE CUSTOMER AGREE:

"Goods:" herein are printing products provided by Prestige Print to the customer including (but not, in any of the following examples, so as to restrict the generality of the definition) cards, pamphlets, flyers, newspapers, periodicals, magazines, any other product which has had printing processes applied to it and any computer disk or other medium of electronic storage which contains electronic records, programmes 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 other medium containing any electronic record supplied by Prestige Print and paper and office equipment and office furniture (including but not so as to restrict the generality of the definition) computers, scanners, 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 Prestige Print. Where the customer supplies its own printing plates or any other item, they must be of an acceptable quality and quantity as determined by Prestige Print. If Prestige Print 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 quotation 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 30 days.

3. GST

Quotations do not include GST unless shown as doing so.

4. VARIATIONS/ALTERATIONS

All quotations are based on the conditions and specifications in the quotation, (ink, paper or other medium, layout, quantity, delivery etc.) and provide for all work and materials required to complete the order. Any (a) variation or alteration to the conditions and specifications 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 materials 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 Prestige Print for content, medium, layout or presentation until such work has been paid for.

6. COLOUR PROOFS

Prestige Print provides no guarantee that production prints will exactly match colour proofs because of variations in proof preparation methods and substrates. Prestige Print will however use its best endeavours to provide a commercially acceptable finished product.

7. PROOF APPROVAL

Prestige Print is not liable for errors or variations in the finished work where 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 Prestige Print's waiting charges for such plant.

9. CUSTOMER'S PROPERTY

Prestige Print will take reasonable care of the customer's property but the risk shall be on the customer and Prestige Print shall not be responsible for any damage. Unless it is otherwise agreed in writing Prestige Print will not be responsible for insurance cover. Unless otherwise agreed in writing, Prestige Print may dispose of any materials held twelve months following the date of the invoice.

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

(a) 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 customer's responsibility to retain a copy of any electronic image or file supplied by the customer to Prestige Print. Prestige Print is not responsible for accidental damage to any electronic material supplied and such material is held at the customer's risk. Prestige Print 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. Subject to clause 10 Prestige Print's own electronic records shall remain the property of Prestige Print.

12. QUANTITY

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

13. DELIVERY

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

14. TERMINATION OR SUSPENSION OF CONTRACT

Notwithstanding any other clause in this agreement, where a contract is suspended or cancelled by the customer, all work carried out and goods supplied by Prestige Print will be paid for by the customer forthwith on presentation of the invoice. Contracts for the printing of periodicals may only be cancelled on Prestige Print receiving the agreed amount of notice in writing. If there is no such agreement, the notice period shall be two months. If work is suspended the customer will pay any additional costs or for any loss caused to Prestige Print by the suspension.

15. CLAIMS

Complaints regarding finished goods must be received by Prestige Print within a reasonable time. What is a "reasonable time" will depend on the circumstances of each case.

16. ILLEGAL OR LIBELLOUS MATERIAL

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

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

17. SUPPLIER'S LIABILITY

Where the customer is a company or a person acquiring or holding him or her self out as acquiring goods or services or both for the purposes of a business the Consumer Guarantees Act 1993 will not apply to the supply of goods under this agreement. Prestige Print will not be liable for any indirect or consequential loss to the customer or to any third party arising from errors in the work or from delay in delivery. No warranty is given or responsibility accepted by Prestige Print to ensure that finished or any 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 shall be the customer's responsibility. No guarantee is given that the goods supplied to the customer are fit for any purpose not made known to Prestige Print or suitable for any market requirement.

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

18. PAYMENT

Payment is due in full on or before the 20th of the month following delivery unless otherwise stated in these terms or in Prestige Print's invoice to the customer. If invoices are not paid in full and on time the customer will pay collection 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 amount 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 judgement obtained by Prestige Print against the customer. If Prestige Print 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 shown as the customer's business address or home address or registered address.

19. SECURITY INTEREST

Prestige Print retains a security interest in all goods supplied to the customer until Prestige Print receives payment in full of all sums owing by the customer under any contract for the supply of the goods. The nature of the security interest is that Prestige Print retains title to the goods. The security interest shall apply to 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 right to receive a copy of the verification statement following registration of Prestige Print's security interest.

(b) Prestige Print may allocate any payment received from the customer against any debt owed by the customer in any manner that Prestige Print may decide, notwithstanding any purported allocation by the customer.

(c) If after due date the debt remains unpaid Prestige Print is entitled to enter the customer's premises and seize the goods unpaid for and to dispose of them as Prestige Print sees fit and to apply such proceeds towards the debt. The customer hereby irrevocably authorises Prestige Print or Prestige Print's agents to enter the premises of the customer to locate and seize the goods.

(d) If Prestige Print 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 those 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 be 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 or 134 of the PPSA will apply to any dealings 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 Prestige Print has in good faith made any payment to any person under sections 117(1)(a) or 117(1)(b) to which it subsequently transpires that person was not entitled;
- iii To receive notice of any proposal of Prestige Print to retain goods under section 120(2);
- iv To object to Prestige Print's proposal to retain goods under section 121;
- v To make any claim for damages to any other goods if Prestige Print 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 removal of an accession under section 131;
- viii To redeem any goods under section 132;

20. DISPUTE RESOLUTION

The attention of the customer is drawn to the mediation facility offered by Printing Industries New Zealand Incorporated.

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 courts.