



TERMS AND CONDITIONS OF TRADE

1. **QUOTATIONS.** All quotations are based on printed, typewritten, electronic or other good copy acceptable to the printer. The quotation is an interpretation of the Customer's instructions, both written and verbal, and Customers are therefore advised to carefully check quotations before accepting them. For the purpose of these terms of trade the term "quotations" includes estimates.
2. **ACCEPTANCE.** Quotations will lapse if not accepted within 30 days.
3. **GOODS AND SERVICES TAX (GST).** All quotations are exclusive of GST. The Customer shall pay GST in addition to the price quoted.
4. **INKS.** Unless otherwise specified all single colour work is quoted on the basis of using black ink. Any changes in ink required will make the quotation subject to amendment.
5. **VARIATIONS / ALTERATIONS.** Quotations are based on the costs prevailing and specifications supplied by the Customer at the time of quoting. The quoted price shall be subject to amendment if there is any movement in costs or there is any variation or alteration from the specifications supplied.
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 and designs submitted by the printer on a speculative basis shall remain the printer's property and the Customer shall not use the same without the agreement of the printer in writing.
10. **TYPE AND OTHER INTERMEDIARY MATERIAL.** Unless otherwise agreed in writing, typesetting, artwork, colour separations, and any other intermediary materials specifically required for the completion of a Customer's order, shall be an additional charge. The printer may dispose of any intermediary materials which are not uplifted by the Customer within a period of twelve months from the date of invoice and any proceeds arising from their disposal may be used by the printer to offset the cost of storage of such materials.
11. **Customer's VERBAL INSTRUCTIONS.** All instructions must be in writing. The printer shall not be liable for errors or omissions arising from an oversight or a misinterpretation of a Customer's verbal instructions.
12. **COLOUR PROOFS.** The printer does not guarantee to exactly match a print production with a colour proof because of variances in proof preparation methods and substrates. However, the printer shall at all times endeavour to provide the Customer with a commercially acceptable interpretation of the proof.
13. **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.
14. **ELECTRONIC IMAGES AND/OR FILES.** It is the Customer's responsibility to retain a copy of any image or file supplied. The printer is not responsible for accidental damage to any image or file supplied. Any additional translating, editing or programming needed to utilise files or images supplied by the Customer shall be an additional charge. Unless otherwise agreed in writing the Customer shall have no right or title to material stored by the printer on discs, tapes or any other form of electronic storage, but if the printer agrees to duplicate or transfer stored electronic material to the Customer the printer shall have the right to charge for the service. Discs, tapes and any other form of electronic storage supplied by the Customer shall remain the property of the Customer and unless otherwise instructed in writing, the printer shall assume that these are a copy of the original.
15. **Customer's PROPERTY SUPPLIED.** Any printing plates or other items supplied by the Customer must be of an acceptable quality and quantity as determined by the printer. If any additional work is required

as a result of any defect or unsuitability of such items in order to supply properly finished work the additional work will be at the Customer's expense. The printer will take reasonable care of the Customer's property and return it to the Customer in the same condition as it was supplied subject to fair wear and tear. If the printer agrees to store the Customer's property, risk will remain with the Customer and the printer will not be responsible for insuring the Customer's property.

16. **HOLDING PRESS TO Customer's INSTRUCTIONS.** Presses held awaiting a Customer's instruction shall be an additional charge for the time standing.
17. **SUSPENDED WORK ON Customer's INSTRUCTIONS.** The suspension of any work on a 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.
18. **CANCELLATION OF ORDERS.** Orders shall not be cancelled except upon terms acceptable to the printer that compensate the printer for all costs and expenses which may be incurred by the printer as a result thereof.
19. **STANDING TYPE.** Type may be distributed after the order is complete unless written arrangements have been made to the contrary.
20. **DELIVERY.** Unless specified otherwise quotations shall be based on delivery at the printer's factory door and continuous and uninterrupted delivery of the complete order.
21. **URGENT DELIVERY.** Should urgent delivery be agreed to, all related costs, including overtime, shall be an additional charge.
22. **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 5% in single colour work and 10% in multicolour work being supplied over or under. Unless otherwise agreed in writing this margin shall be charged or deducted respectively on a pro rata basis.
23. **TERMINATION OF CONTRACT FOR PUBLICATIONS.** The Customer may cancel a contract for the printing of periodicals by giving to the printer written notice as set out below and subject to the provisions of clause 18 of these terms of trade.

Nature of Publication	Length of Notice
Weekly	Three Months
Fortnightly	Three Months
Monthly	Six Months
Quarterly	Six Months
24. **CLAIMS.** Complaints regarding finished goods must be received by the printer within a reasonable time and if possible within seven days of the date of delivery.
25. **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 an additional charge.
26. **PRINTER'S LIABILITY.** The printer makes no representation and gives no assurance, condition or warranty of any kind to the Customer in relation to any goods or services supplied to the Customer and accepts no liability for any assurance, condition, warranty, representation, statement or term not expressly set out in these terms of trade or other writing given by the printer to the Customer (including any assurance, condition or warranty implied by law except to the extent that such cannot be excluded). Where the Customer is acquiring the goods or services for business purposes, the Consumers Guarantee Act 1993 ("the Act") shall not apply. The printer will not be liable for any indirect or consequential loss or damage of any kind occasioned by errors in the work or delay in delivery.

The printer will not be liable for any loss or damage whether direct or indirect caused to the Customer's own printers or other equipment through the use of goods or materials supplied by the printer to the Customer. The printer shall not be responsible for any delay, default, loss or damage due to industrial disputes, accidents, acts of God, equipment failure or mischievous damage or other cause beyond the printer's reasonable control. No warranty is 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 any such legislation is the Customer's responsibility.
27. **ILLEGAL OR LIBELLOUS MATERIAL.** The printer is not required to reproduce any material that is, in the printer's opinion, illegal or libellous in nature or that is in breach of any statute or constitutes an infringement of copyright or any other intellectual property right. The Customer indemnifies the printer in respect of any and all claims and/or expenses arising out of any illegal or libellous matter or breach of statute or infringement of copyright or any other intellectual property right.
28. **PAYMENT TERM.** Unless otherwise agreed by the printer, payment of the printer's account is due in full on or before the 20th of the following month. The printer may allocate any payment received from a

Customer against any debt owed by the Customer in any manner the printer may decide, notwithstanding any purported allocation by the Customer.

29. **OVERDUE ACCOUNTS.** If payment is not made by the due date the printer is entitled to exercise all or any of the following remedies:
- a. Charge interest on any overdue account at the rate of 2% per month or part month calculated on a daily basis from the due date for payment until payment of the account in full. With a maximum of three months then legal proceedings will commence.
 - b. Withhold any deliveries or cancel any undelivered orders in whole or in part.
 - c. Cancel or hold production of any other order either in whole or in part (including any contract for the printing of periodical publications) and sue the Customer for damages. The Customer shall upon demand reimburse the printer for any costs (including legal costs on a solicitor/own client basis), expenses or other sums incurred by the printer in attempting to recover payment of any overdue accounts, which sums shall also carry interest at the rate specified above if unpaid within 14 days of demand having been made.
30. **GENERAL LIEN.** The printer has in respect of all unpaid debts a general lien on all goods in the printer's possession. If a debt remains unpaid for more than 14 days after written notice of the debt, has been given by the printer to the Customer, the printer is entitled to dispose of the goods as the printer sees fit and apply such proceeds towards the debt.
31. **RESERVATION OF TITLE/SECURITY INTEREST.** . The printer shall retain ownership of any goods supplied by the printer until payment in full of all moneys owed by the Customer to the printer (whether for the goods or otherwise). Until payment is made the Customer shall hold any goods as bailee for the printer and shall keep the goods in a good condition and a secure manner and so that the goods can be identified as the goods of the printer. The printer may at any time after payment is due enter any premises on which the goods may be situated and take possession of the goods. If all or any of the goods are wholly or partially attached to or intermingled with or incorporated in any other goods the printer may in its sole discretion, disconnect, retrieve or sever the goods in order to remove them. The printer shall not be liable for any loss or damage caused or any liability incurred in exercising its rights under this clause and the Customer hereby indemnifies the printer for any claims for loss or damage that may be made against the printer as a result of the exercise by the printer of its rights pursuant to this clause. If the Customer resells the goods or any of them before payment is made it shall hold the sale proceeds in trust for the printer in a separate bank account so that the proceeds are identifiable and traceable and account to the printer for all monies owed by the Customer to the printer. If the Customer resells the goods or any of them so as to create a debt owed to the Customer, the Customer hereby assigns all legal and equitable title to that debt to the printer and the Customer hereby irrevocably appoints the printer as its attorney with all powers permitted by law for the purposes of effecting any such assignment and recovery of any such debt in the name of the Customer for the benefit of the printer.
- The Customer acknowledges that this clause creates a security interest in all present and after acquired goods and any proceeds of the sale of the goods as security for all of the Customer's obligations to the printer pursuant to the Personal Property Securities Act 1999 ("the PPSA") and that the printer may register a financing statement to perfect its security interest in the goods delivered or to be delivered to the Customer in accordance with the provisions of the PPSA.
- The Customer shall provide all information, execute or arrange for execution of all documents and do all other things that the printer may require to ensure that the printer has a perfected first ranking security interest under the PPSA and shall upon request by the printer procure from any person considered by the printer to be relevant to its security position such agreements and waivers as the printer may at any time require.
- The Customer shall immediately notify the printer of any change in the Customer's name, address details and any other information provided to the printer to enable the printer to register a financing change statement if required. The Customer waives its rights to received a verification statement in respect of any financing statement or financing change statement registered by or on behalf of the printer under the PPSA and agrees that as between the printer and the Customer, the Customer will have no rights under (or by reference to) sections 113(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA. The Customer agrees that sections 108 and 109(1) of the PPSA are varied by deleting the words "with priority over all other secured parties". The Customer agrees where the printer has rights in addition to those in part 9 of the PPSA, those rights shall continue to apply.
- The Customer shall not allow any goods subject to the security interest created by this clause to become an accession to other goods.
- For the purpose of this clause the term "goods" shall include any goods, type and other intermediary material, proofs and all other products provided by the printer to the Customer.
32. **DISPUTE RESOLUTION.** If any dispute or difference arises between the parties they must attempt to settle the dispute or difference by negotiation. If the dispute or difference is not resolved within 14 working days of the commencement of negotiations the parties may agree to refer the dispute or difference to mediation with a mediator appointed by Printing Industries New Zealand. If the parties cannot agree to refer the dispute or difference to mediation or no agreement can be reached through

mediation, the dispute or difference shall be referred to the arbitration of a single arbitrator to be appointed by Printing Industries New Zealand such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be a condition precedent to any action at law save that nothing shall prevent any party obtaining a restraining order or injunction to ensure maintenance of the status quo and/or rights of the parties pending hearing and completion of arbitration.

33. WAIVER/VARIATION. The printer shall not be deemed to have waived or varied any of the provisions of these terms of trade or any right or remedy which it may have pursuant to these terms of trade or at law or in equity or otherwise unless the waiver or variation is in writing signed by the printer or an authorised person on its behalf. No waiver of a breach shall be deemed to be a waiver of any other breach or any further breach.
34. GENERAL. These terms of trade shall be incorporated into all contracts involving goods supplied by Landeman Print & Mint Print Solutions (Riverland Enterprises Limited) ("the printer"). These terms of trade shall prevail over any Customer's terms and conditions to the intent that any sale of goods by the printer shall be concluded on these terms of trade only.
Notwithstanding this, the printer may by written notice to the Customer alter or replace these terms of trade. All orders placed subsequently by the Customer shall be upon the altered or replaced terms of trade.

BASED ON THE STANDARD TERMS AND CONDITIONS AND RECOGNISED CUSTOMS OF THE PRINTING INDUSTRY

Issued by the Printing Industries Federation of New Zealand Inc
Issued originally in 1929, revised in 1948, 1961, 1972, 1978, 1984, 1987, 1998 and July 2002 to incorporate technological change and Government legislation.

Terms and Conditions of trade for:

Riverland Enterprises Limited trading as Landeman Print and Mint Print Solutions