

# TERMS AND CONDITIONS OF SALE

## ADOPTED BY THE NEW ZEALAND SIGN & DISPLAY ASSOCIATION (INC)

1. **GENERAL:** Acceptance of this quotation includes the acceptance of the following conditions unless modified in writing in the body of this quotation or unless expressly agreed elsewhere in writing.
2. **VALIDITY:** This quotation unless previously withdrawn is valid for thirty days only from the date hereof unless otherwise stated and requires the customer's confirmation and acceptance.
3. **PRICES:** This quotation is based on the costs of materials, labour and services as at the date hereof, and should there be any increase in costs of materials, labour or services utilised by us in carrying out the said work such increases shall be added to the quoted price and be payable by the customer to us on the date that the balance of the price is payable in accordance with these conditions and shall be limited to such an amount as may be allowed by law. All prices are exclusive of G.S.T. unless otherwise indicated.
4. **ADDITIONAL FEES:** Permit fees, drawing and engineers calculations etc., required by local authorities shall be charged as extras.
5. **TERMS OF PAYMENTS:** All prices quoted are unless otherwise stated net, ex factory, strictly payable as per the terms on the front of this quotation (or our standard payment terms to the extent not set out on the front of this quotation). In the event of payment not being received by us in full by the due date for payment, interest at three percent per annum over our bank overdraft rate may be charged by us on the overdue balance from the due date for payment. The charging of interest does not imply the granting of any extension of the credit terms above. In addition to interest, we may charge the customer for all expenses and costs incurred by us (including legal costs on a solicitor / client basis) to obtain payment of any monies owing to us.
6. **PACKING AND FREIGHT:** This quotation is for the cost ex-factory, any additional charge for packing and freight shall be paid by the customer.
7. **INSTALLATION:** All prices for installation are strictly estimates only and will not be binding on us.
8. **RETENTIONS:** Unless specifically stated in the body of this quotation no retentions will be recognised nor will any other special conditions of contract affect this quotation unless stated. Special conditions where applicable must be agreed upon in writing prior to our acceptance of the customer's order.
9. **DELIVERY:** Delivery times are given in good faith based on all information in our possession at the date of this offer and we cannot accept any liability whatsoever for delays in delivery whether due to circumstances beyond our control or otherwise.
10. **PRIMARY WIRING:** Quotations do not include the cost of primary wiring. A separate quote for primary wiring will be supplied if desired.

11. **RESPONSIBILITY:** Where plans or drawings of specification are supplied to us we are not responsible for their practicability or their compliance with Government and local authority by-laws.
12. **CUSTOMER'S VERBAL INSTRUCTIONS:** We shall not be responsible for errors or omissions due to oversight or to misinterpretation of the customer's verbal instructions.
13. **PRELIMINARY WORK:** Experimental work, preliminary sketches and designs etc., produced at the customer's request will constitute an order and will be charged for. Sketches, designs and prototypes submitted by us on a speculative basis, including copyright to them, shall remain our property and no use of them shall be made, nor shall any idea obtained from them be used by the customer. If, notwithstanding this term, the customer makes use of sketches, designs and prototypes submitted by us on a speculative basis, the customer will on demand pay us for our work on the basis of our standard rates. Upon the customer making payment to us, the property and copyright shall pass to the customer. Charges made for initial setting-up do not give the customer any rights to dies, jigs, screens, patterns, films etc., which at all times remain our property unless otherwise agreed.
14. **ALTERATIONS:** Quotations are only for work according to original specifications. If through customer's error or omission work has to be re-done or alterations or additions to specifications are required by the customer, any extra work involved will carry an additional charge.
15. **RUSH RATES:** Should expedited delivery be required an extra charge may be made.
16. **VARIATIONS IN QUANTITY:** All reasonable endeavours will be made to deliver the correct quantity ordered, but quotations are conditional upon a margin of 10% being allowed for overs or shortages, the same to be charged for or deducted on a pro-rata basis.
17. **VARIATION IN COLOUR:** Should we be required to match any shade or colour a tolerance shall be allowed to such extent as shall be agreed upon at the time the colour is specified. Where other than standard colours are used a matching charge will be extra.
18. **OWNERSHIP:** The ownership of any sign or signs delivered to the customer will remain our property and shall not pass to the customer until all accounts owing to us have been paid in full. Until payment the customer shall keep the goods in question for us and if required shall store goods in such a way that they can be identified as our property. In the event of the customer breaching any of these conditions, without prejudice to our other rights, we or our agents shall be entitled to take all reasonable steps to regain possession of the goods, and the Customer grants us a license to enter into the customer's premises and detach and remove the goods from any building or other object without being liable to make good any resulting damage, or to meet any claim by the owner or lessor of any such building or object and you shall indemnify us and hold us harmless from any such claim.

19. CANCELLATION OF ORDERS: In the event of firm orders being cancelled, suspended for thirty days, or altered for any reason, all costs incurred prior to same will be charged.
20. ILLEGAL MATTER: The customer shall indemnify us in respect of any claims, costs and expenses arising out of any illegal or libellous matter, infringement of copyright, patent or design supplied by the customer.
21. GUARANTEES: All goods supplied and/or installed by us are believed to be of high quality and all components including inks, paints and vinyls, which are purchased by us, are purchased from reputable manufacturers. However as the manufacture of the inks, paints and vinyls, and other purchased components are beyond our control we accept no liability howsoever arising there from. Any defects due to faulty workmanship must be notified to us in writing within 7 days after delivery. Any such defects will at our discretion be replaced or repaired by us free of charge. Save as aforesaid all conditions or warranties representation or promises whomsoever made and whether express or implied by statute, common law and otherwise and all other obligations and liabilities on our part in relation to the goods or installation thereof including for consequential damage of whatsoever nature are expressly excluded and negative to the maximum extent permitted by law.
22. STORAGE: If we do not receive forwarding instructions from the customer sufficient to enable us to deliver within fourteen days after notification that the goods are ready for dispatch, the customer shall be deemed to have taken delivery of the goods and the terms of payment per clause 5 hereof shall apply as from such date. Storage from that date is at the customer's risk and may be charged for if considered necessary.
23. AUTHORITY TO SIGN: The person signing this quotation on behalf of the customer acknowledges that he/she together with any nominated person are personally responsible for the debt or that they are duly authorised officers of a limited liability company and have authority to bind the company.
24. GOODS IN TRANSIT: We will not be responsible for loss or damage to goods once they have left our factory and the goods will not be insured by us against loss or other risk unless at the customer's request and cost. All risk associated with the goods shall be borne by the customer once the goods have left our factory.
25. TAXES: The customer is liable for all taxes and similar Government charges levied upon that customer's work. This includes G.S.T., which may or may not have been shown on the quotation or invoice.
26. CUSTOMER'S PROPERTY: Where a customer supplies copy, tools, material samples etc., these are held at the customer's risk. No responsibility for any damage to these items will be accepted by us.
27. PROGRESS PAYMENTS: After work has been in hand for one month an invoice for a progress payment of up to seventy-five percent of the value of work done may be issued to the customer. Further invoices for progress payments calculated on the same basis may be issued from month to month on account of work done until completion of the work.



28. FORCE MAJEURE: We are not liable for any delay or failure in performing our obligations under these conditions if it is due to a cause reasonably beyond our control and we have used our best endeavours to perform on time despite the cause of the force majeure.
29. GENERAL: No delay of, or failure to act by, us is a waiver and no waiver is effective unless it is in writing. Unless we agree otherwise in writing, this quotation represents the entire agreement we have with the customer. The customer acknowledges that it did not rely on any representations, opinions or statements from us unless attached or referred to in this quotation.

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