

CREDIT ACCOUNT APPLICATION

including

TERMS OF TRADE

Please note:

Read all clauses carefully.

The terms of trade you include are for you to decide.

In some clauses we have provided options for you to choose from.

Future Print & Design Ltd
CUSTOMER INFORMATION; CREDIT APPLICATION; TERMS OF TRADE

CUSTOMER (Trading Name) _____
(If a partnership, what name has it in any partnership agreement?)

General

Street address of Business _____

Postal Address of Business _____

Business Phone No (0___) _____ Fax (0___) _____

Contact Person re Accounts. Name: _____

Address: _____

(This person will be shown as the person acting on behalf of an organisation (Company, Partnership, Trust) on the PPSR)

Sole Trader

Full Name (Surname) _____ (Middle) _____ (First) _____

This must be the same as appears on a driver's licence, birth or marriage certificate, passport, certificate of NZ Citizenship or other similar official document.

Home Address _____

DOB ____/____/____ Home Phone No (0___) _____ Home Fax (0___) _____

Company/Partnership/Trust

Company Registered Office Address _____

_____ Co. Number _____

Full Names of Directors or Partners or Trustees

(Surname) _____ (Middle) _____ (First) _____

Address _____

(Surname) _____ (Middle) _____ (First) _____

Address _____

(Surname) _____ (Middle) _____ (First) _____

Address _____

Full Names of Major Company Shareholders

(Surname) _____ (Middle) _____ (First) _____

Address _____

(Surname) _____ (Middle) _____ (First) _____

Address _____

General

Persons with authority to order are: _____

Credit References – (Must be your major trading accounts by value)

1. _____ Annual value of trade \$ _____

2. _____ Annual value of trade \$ _____

3. _____ Annual value of trade \$ _____

Estimated monthly purchases from Future Print & Design 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.

The supplier and the customer agree:

"Goods:" herein are printing products provided by the supplier 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 the supplier 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 the supplier. Where the customer supplies its own printing plates or any other item, they must be of an acceptable quality and quantity as determined by the supplier. If the supplier 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 the supplier for content, medium, layout or presentation until such work has been paid for.

6. Colour Proofs

The supplier provides 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 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 the supplier's waiting charges for such plant.

9. Customer's Property

The supplier will take reasonable care of the customer's property but the risk shall be on the customer and the supplier shall not be responsible for any damage. Unless it is otherwise 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 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.

Or

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

12. Quantity

Unless otherwise agreed the supplier will deliver the quantity specified.

Or

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 the supplier'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 the supplier will be paid for by the customer forthwith on presentation of the invoice. Contracts for the printing of periodicals may only be cancelled on the supplier 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 the supplier by the suspension.

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 or produce any goods that are, in the suppliers opinion, illegal, objectionable, or libellous in nature or that is in breach of any copyright, patent, design or statute.

The supplier 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 the supplier 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 the supplier 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. The supplier 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 the supplier 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 the supplier or suitable for any market requirement.

The supplier 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 the supplier'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 the supplier'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 the supplier against the customer. If the supplier 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

The supplier retains a security interest in all goods supplied to the customer until the supplier 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 the supplier 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 the supplier's security interest.

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

(c) If after due date 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. The customer hereby irrevocably authorises the supplier or the supplier's agents to enter the premises of the customer to locate and seize the goods.

(d) If the supplier 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 rights:

- 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 the supplier 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 the supplier to retain goods under section 120(2);
- iv To object to the supplier's proposal to retain goods under section 121;
- v To make any claim for damages to any other goods if the supplier 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.

DECLARATION:

1. On behalf of (or as) the customer I have read and understand the Terms of Trade stated above and this page and agree to abide by them.
2. Under the terms of the Privacy Act 1993, I authorise any person or company to provide you with such information as you may require in response to your credit enquiries. I also authorise you to furnish to any third party, details of this application and any subsequent dealings that the customer may have with you.
3. If any separate contract for the supply of goods has terms which are inconsistent with terms of this agreement the terms of the separate contract shall predominate over the terms of this agreement.

If this form is faxed, I the signatory will forward the original signed copy to the supplier.

I declare that I have the authority to enter this agreement on behalf of the customer.

Signed: _____

Print Name: _____ Application date: _____

Designation: _____

For and on behalf of: _____

This form must be signed by the sole trader personally and preferably by a director of the customer company or by a partner of a partnership or a trustee of a trust. If the signatory is not a director, partner or trustee, he or she must be authorised in writing by a director, partner or trustee to sign this application on behalf of the customer. Remember also that consent under the Privacy Act must be given by the person about whom information is to be sought or provided. An employee cannot normally give consent to the release of information about his or her employer. The Privacy Act does not apply to companies but does apply to the human beings who are sole traders, partners or trustees.

CUSTOMER INFORMATION; CREDIT APPLICATION; TERMS OF TRADE

Customer information:

In an effort to assist members, Printing Industries New Zealand has redeveloped its comprehensive document that obtains all the information you require when opening a credit account for a prospective customer.

Legislative changes recently introduced impact on the rights suppliers have to claim unpaid goods and services. This has meant a substantial review of our previous Credit Application form and draft Terms of Trade.

Terms of Trade:

The policies of your company in relation to both your credit accounts and terms of trade are for you alone to decide.

Personalisation:

The following document needs to be personalised to your company. You need to read it carefully to ensure that the statements you are making are as you wish them to be. Particular attention needs to be paid to:

- Terms of Trade and Credit:
- "Goods" - a list of possible products and services is supplied. If there are products or services not listed then you should include these.
- CI 10 Intermediate Materials - options are provided for your consideration
- CI 12 Quantity - options are provided for your consideration

Customer Knowledge of Terms of Trade

Legal opinion confirms that if a dispute concerning the Terms of Trade arises, you must be able to prove that your customer was not only aware of your Terms of Trade, but had agreed to them. It is therefore essential that you ensure that all customers have a copy of your Terms of Trade and that all orders placed by the customer are subject to those Terms of Trade. We recommend that your Terms of Trade are printed on the reverse of all Quotation forms and Confirmation of Order forms and on the front of those forms is a statement which says:

"This Quotation (or order) is subject to this company's Terms of Trade as printed on the reverse of this form or as previously provided to the customer."

Members need to ensure that when a quotation or order is transmitted by facsimile that, where appropriate, the Terms of Trade are also transmitted.