

PRINTHOUSE NELSON (2003) LTD
Customer Information : Credit Application



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 no (0__) _____ email: _____

Contact Person re Accounts: Name _____

Email address for accounts: _____
(Please enter this if you wish to receive invoices and/or statements electronically rather than by post)

Address: _____
(This person will be shown as the person acting on behalf of the Company/Partnership/Trust on the PPSR)

SOLE TRADER

Full Name (Surname) _____ (First) _____ (Middle) _____
This must be the same as it 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) _____ (First) _____ (Middle) _____

Address _____

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

Address _____

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

Address _____

Full Names of Major Company Shareholders

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

Address _____

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

Address _____

GENERAL

Persons with authority to order are: _____

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

1. _____ Phone _____

2. _____ Phone _____

3. _____ Phone _____

Estimated monthly purchases from Printhouse. \$ _____

DECLARATION

1. On behalf of (or as) the customer I have read and understand the Terms of Trade stated above 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 Printhouse Nelson.

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

Signed: _____

Print Name: _____

Designation: _____

For and on behalf of: _____

Application date: _____

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 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 the 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 individuals who are sole traders, partners or trustees.

PRINTHOUSE USE ONLY:

Approved by: _____ Date: _____ a/c Rep: _____ a/c No. _____

PRINTHOUSE NELSON (2003) LTD

Terms and Conditions of Trade

The supplier and the customer agree:

“Goods” herein are printing products provided by Printhouse to the customer including (but not, in any of the following examples, so as to restrict the generality of the definition) cards, pamphlets, packaging, 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.

“PPSA” means the Personal Property Securities Act 1999.

1. Quotations

All quotations are based on printed, typewritten, electronic or other good copy acceptable to Printhouse. The quotation is an interpretation of the customer’s instructions, both written and verbal. The quotation is an estimate only until all job specifications are confirmed. 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 90 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 or other medium, quantity, delivery, etc.) and covers all work and materials required to complete this 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

Printhouse reserves the right to charge for any experimental work, preliminary sketches, dummies and other creative work.

6. Colour Proofs

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

7. Proof Approval

Printhouse is not liable for errors in the finished work where a proof has been submitted to and approved by a 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

Printhouse will take reasonable skill and care of the customer’s property and return it to the customer in good condition, but the risk shall be on the customer and Printhouse shall not be responsible for any damage. Printhouse agrees to the storage of the customer’s property, however unless it is agreed in writing Printhouse will not be responsible for insurance cover. Unless otherwise agreed in writing, Printhouse may dispose of any materials held twelve months following the date of invoice.

10. Intermediate Material

Ownership of intermediate materials will pass to the customer when it has been paid for. Charges for intermediate material will be determined at the time of quoting.

11. Electronic Images and/or Files

It is the customer’s responsibility to retain a copy of any image or file supplied. Printhouse is not responsible for accidental damage to any material supplied and such material is held at the customer’s risk. Any additional translating, editing or programming needed to utilise customer supplied files or images shall be in addition to the quoted price.

12. Quantity

Delivery of 10% more or less than the quantity of goods ordered shall constitute performance of the contract and the amount under or over supplied shall be deducted from or charged to the customer’s sale invoice on a pro-rata basis.

13. Delivery

Unless otherwise stated delivery of one complete order to one Nelson address is included in quotation. All other freight will be charged at cost.

14. Termination of Contract

Where a contract is suspended or cancelled by the customer, all work properly done and goods supplied by Printhouse will be paid for by the customer forthwith on presentation of the invoice. Contracts for the printing of periodicals can 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 Printhouse within a reasonable time. What is a "reasonable time" will depend on the circumstances of each case.

16. Illegal or Libellous Material

Printhouse is not required to reproduce any material that is, in the supplier's opinion, illegal, objectionable or libellous in nature or that is in breach of any copyright, patent, design or statute.

Printhouse will be indemnified by the customer in respect of any and all damages claims, costs, and/or expenses (including actual legal costs and disbursements on a solicitor and own client basis) 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 in trade the Consumers Guarantee Act 1993 will not apply to the supply of goods under this agreement. Printhouse 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 Printhouse 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. No guarantee is given that the goods supplied to the customer are fit for any purpose not made known to Printhouse or suitable for any market requirement.

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

18. Payment and Debt Collection

Please note additional costs of late payment fees and debt collection fees will be charged if the goods are not paid for by the required date.

Cash on delivery for first order, then on account, ie. 20th of the month following receipt of goods once a credit application has been received and approved by Printhouse. 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 disbursement 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. General Lien/Romalpa Clause

Printhouse has in respect of all 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 a debt remains unpaid, Printhouse is entitled to enter the customer's premises and seize the goods unpaid for and to dispose of the goods as Printhouse sees fit and apply such proceeds towards the debt.

20. 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, Printhouse as a member of the 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.