

Pope Print Timaru Limited - TERMS AND CONDITIONS OF TRADE

1 Definitions

- 1.1 "Customer" means the person or entity that is named in the Personal Guarantee as the Customer. If no guarantee accompanies this Contract then the Customer is the natural person who instructs Pope Print to deliver goods and/or carry out services.
- 1.2 "Pope Print" means Pope Print Timaru Limited and its assigns and successors.

2 Terms of Contract

- 2.1 Any goods or services supplied to the Customer by Pope Print shall be subject to these terms and conditions of trade unless Pope Print agrees in writing to alter them.
- 2.2 If the Customer accepts delivery of goods from Pope Print, the Customer will be deemed to have accepted these terms and conditions, notwithstanding anything that may be stated to the contrary by Pope Print.
- 2.3 If a Guarantee has been signed in connection with the Contract then it is intended that such Guarantee will be read with these Terms and Conditions of Trade.

3 Use of Account

- 3.1 Use of this account will constitute acceptance of these terms of the trade, notwithstanding that the Customer has not signed in the designated areas.
- 3.2 The Customer shall not be liable for the fraudulent use of their account provided that the Customer notifies Pope Print immediately on discovering such fraudulent use. The Customer shall bear the burden of proving that the use of their account was fraudulent.
- 3.3 The Customer shall endeavour to return all goods acquired by fraudulent use.

4 Price and Payment

- 4.1 At Pope Print's sole discretion the price shall be either:
 - (a) as indicated on invoices provided by Pope Print to the Customer in respect of goods and/or services supplied; or
 - (b) Pope Print's quoted price (subject to clause 4.2) which shall be binding upon Pope Print provided that the Customer shall accept the quotation in writing within thirty (30) days. All prices quoted are exclusive of GST unless otherwise stated. Quoted prices do not include packaging and delivery surcharges, should any apply.
- 4.2 Pope Print reserves the right to change the price in the event of a variation to Pope Print's quotation. Any variation as a result of increases to Pope Print in the cost of materials and labour will be:
 - (a) notified to the Customer, in writing, at least one month before such change takes effect; and
 - (b) will be charged for on the basis of any quotation and will be shown as variations on the invoice.
- 4.3 At the Pope Print's sole discretion:
 - (a) a non-refundable deposit may be required; and/or
 - (b) payment shall be due on delivery of the goods / completion of the services; or
 - (c) payment shall be due prior to delivery of the goods / commencement of the services; or
 - (d) payment for approved Customers shall be made by instalments in accordance with the Pope Print's payment schedule.
- 4.4 Time for payment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due by the twentieth (20th) of the month following the month in which the invoice is dated.
- 4.5 Payment will be made by cash, or by EFTPOS, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Customer and Pope Print.
- 4.6 GST and other taxes and duties that may be applicable shall be added to the price except when they are expressly included in the price.
- 4.7 If any account is in dispute, then the Customer shall be required to pay the full amount in accordance with the specified payment terms. The disputed amount shall be held on trust by Pope Print until the dispute is resolved. A disputed account must be brought to the attention of

Pope Print no longer than seven (7) days from the cause of the dispute being discovered by the Customer. This clause is subject to clause 6.

5 Delivery

- 5.1 The Customer shall notify Pope Print as to where goods are to be delivered.
- 5.2 The Customer shall have the right to inspect the goods on delivery, or as soon as practicable after delivery, to ascertain whether the goods are of acceptable quality. The Customer shall have the opportunity at the point of inspection to reject the goods. Rejection under this clause shall have the effect of non-delivery, including no liability on the Customer to pay the purchase price.
- 5.3 The Customer, on rejecting the goods, must notify Pope Print in writing immediately, stating its reasons for rejection and give Pope Print the opportunity to re-perform the services and/or re-supply the goods at an acceptable quality.
- 5.4 The Customer must notify Pope Print no later than thirty (30) days after delivery that the Customer requires proof of delivery. At the end of thirty (30) days after delivery no liability shall rest with Pope Print arising out of disputes where delivery is a material factor.

6 Ownership

- 6.1 Ownership in any goods supplied or delivered to the Customer by Pope Print shall not pass to the Customer but shall remain with Pope Print until full payment for all moneys owing by the Customer in relation to the goods has been paid to Pope Print.

7 Consumer Guarantees Act

- 7.1 If the Consumer Guarantees Act applies, these terms and conditions shall be read subject to the Customer's rights under the Consumer Guarantees Act provided that where the Customer is acquiring goods and/or services for business purposes, the Consumer Guarantees Act shall not apply.

8 Default and Consequences Of Default

- 8.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Pope Print's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 8.2 In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by Pope Print.
- 8.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Pope Print from and against all costs and disbursements incurred by Pope Print in pursuing the debt including legal costs on a solicitor and own client basis and Pope Print's collection agency costs.
- 8.4 Without prejudice to any other remedies Pope Print may have, if at any time the Customer is in breach of any obligation (including those relating to payment), Pope Print may suspend or terminate the supply of goods and/or services to the Customer and any of its other obligations under the terms and conditions. Pope Print will not be liable to the Customer for any loss or damage the Customer suffers because Pope Print has exercised its rights under this clause.
- 8.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 8.6 Without prejudice to Pope Print's other remedies at law, Pope Print shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Pope Print shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to Pope Print becomes overdue, or in Pope Print's opinion the Customer will be unable to meet its payments as they fall due; or
 - (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

9 Property Securities Act 1999 (“PPSA”)

9.1 The Customer acknowledges and agrees that:

- (a) By assenting to these terms and conditions the Customer grants a security interest to Pope Print on any goods previously supplied by Pope Print to the Customer (if any) and all subsequently-acquired goods supplied by Pope Print to the Customer; and
- (b) These terms and conditions shall apply notwithstanding anything expressed or implied to the contrary.

9.2 The Customer undertakes to:

- (a) Sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which Pope Print may reasonably require to enable registration of a Financing Statement or Financing Change Statement on the Personal Property Securities Register;
- (b) Not register a Financing Change Statement or a Change Demand in respect to the goods (as those terms are defined in the PPSA) without Pope Print's prior written consent; and
- (c) Give Pope Print not less than fourteen (14) days' prior written notice of any proposed change in the Customer's name and/or any other changes in the Customer's details (including, but not limited to, changes in address, facsimile and telephone number, trading name or business practice).

9.3 Waiver and Contracting out:

- (a) Unless otherwise agreed to in writing by Pope Print, the Customer waives the right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement relating to the security interest.
- (b) To the maximum extent permitted by law, the Customer waives its rights and, with Pope Print's agreement to contract out of the Customer's rights under the sections referred to in sections 107(2)(c) - (e) and 2(g) - (i) of the PPSA.
- (c) The Customer agrees that nothing in sections 114(a), 133 and 134 of the PPSA shall apply to these terms and conditions and, with our agreement, contract-out of such sections.
- (d) The Customer and Pope Print agree that section 109(1) of the PPSA it has contracted-out of in respect of particular goods if and only for as long as Pope Print are not the secured party with priority over all other secured parties in respect of those goods.

10 Privacy Act

10.1 The Customer and the guarantor/s (if separate to the Customer) authorises Pope Print to:

- (a) collect, retain and use any information about the Customer and/or guarantors, for the purpose of assessing the Customer's and/or guarantors creditworthiness or marketing products and services to the Customer and/or guarantors; and
- (b) disclose information about the Customer and/or guarantors, whether collected by Pope Print from the Customer and/or guarantors directly or obtained by Pope Print from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer and/or guarantors.

10.2 Where the Customer and/or guarantors are an individual the authorities under clause 10.1 are authorities or consents for the purposes of the Privacy Act 1993.

10.3 The Customer and/or guarantors shall have the right to request Pope Print for a copy of the information about the Customer and/or guarantors retained by Pope Print and the right to request Pope Print to correct any incorrect information about the Customer and/or guarantors held by Pope Print.

11 Applicable Law

11.1 The Customer and Pope Print agree that New Zealand Courts shall have exclusive jurisdiction in regard to all matters arising out of these Terms of Trade.