

TERMS & CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "Supplier" shall mean Tabbing Services Limited.
- 1.2 "Customer" shall mean the customer or any person or company acting on behalf of and with the authority of the customer.
- 1.3 "Goods" shall mean all goods, chattels, or services, provided by Tabbing Services Limited to the customer, and shall include all charges for labour and work, hire charges, insurance charges, freight charges, or any fee or charge associated with the supply of goods by Tabbing Services Limited to the customer.
- 1.4 "Price" shall mean the cost of the goods or services as agreed between Tabbing Services Limited and customer subject to clause 4 hereto.

2. ACCEPTANCE

- 2.1 Any instructions received by Tabbing Services Limited from the customer for the supply of goods shall constitute acceptance of the terms and conditions contained herein.

3. PRIVACY ACT

- 3.1 The customer authorises Tabbing Services Limited to collect, retain and use any information about the customer, or for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any goods and services provided by Tabbing Services Limited to any other party.
- 3.2 The customer authorises Tabbing Services Limited to disclose any information obtained to any person for the purposes set out in clause 3.1.

4. QUOTATIONS

- 4.1 Where a quotation is given by Tabbing Services Limited for goods or services:
 - 4.1.1 The quotation shall be valid for one month from the date of issue; and
 - 4.2 The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.
 - 4.3 Where goods or services are required in addition to the quotation the customer agrees to pay for the additional cost of such goods or services.

5. PAYMENT

- 5.1 Payment for goods shall be made in full on or before the 20th day of the month following the date of the invoice, or on receipt of delivery of goods, whichever is the earlier ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Tabbing Services Limited in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.

6. RISK

- 6.1 The goods remain at Tabbing Services Limited's risk until the delivery to the customer, but when title passes to the customer the goods are at the customer's risk whether delivery has been made or not.
- 6.2 Delivery of goods shall be deemed complete when Tabbing Services Limited gives possession of the goods for delivery to the customer, or possession of the goods is given to a common carrier, or other bailee for the purposes of transmission to the customer.
- 6.3 The time agreed for delivery shall not be an essential term of this contract unless the customer gives written notice to Tabbing Services Limited making time of the essence.
- 6.4 Where Tabbing Services Limited delivers goods to the customer by instalments and Tabbing Services Limited fails to deliver one or more instalments the customer shall not have the right to repudiate the contract but shall have the right to claim compensation as a severable breach.

7. AGENCY

- 7.1 The customer authorises Tabbing Services Limited to contract either as principal or agent for the carriage, storage, or protection of the goods and any such contract will be made upon the terms and subject to the conditions of any bill of lading or any other forms or terms of contract for carriage, whether by sea, road, rail or air.
- 7.2 Where Tabbing Services Limited enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.

8. TITLE

- 8.1 If the goods are ascertained and in a deliverable state, title in the goods passes to the customer when the customer has made payment for all goods supplied by Tabbing Services Limited.
- 8.2 Where the customer has not paid for any goods in the possession of the customer property in such goods shall remain with Tabbing Services Limited and:
 - 8.2.1 The goods shall be held by the customer as bailee; and
 - 8.2.2 If the goods are attached, fixed, or incorporated into any property of the customer, by way of any manufacturing or assembly process by the customer or any third party, title in the goods shall remain with Tabbing Services Limited until the customer has made payment for all goods, and where those goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall be deemed to be assigned to Tabbing Services Limited as security for the full satisfaction by the customer of the full amount owing between Tabbing Services Limited and customer.
 - 8.2.3 The customer gives irrevocable authority to Tabbing Services Limited to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. Tabbing Services Limited shall not be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever.

9. RETURN OF GOODS

- 9.1 The customer shall be deemed to have accepted the goods unless the customer notifies Tabbing Services Limited otherwise within 5 working days of delivery of the goods to the customer.
- 9.2 If the goods are not accepted according to clause 9.1 of this contract the customer shall pay for the delivery of the returned goods to Tabbing Services Limited whereby the customer shall not be entitled to a credit for the purchase price of any such goods, but may be considered, at the discretion of Tabbing Services Limited.

10. LIABILITY

- 10.1 Except as otherwise provided by statute Tabbing Services Limited shall not be liable for:
 - 10.1.1 Any loss or damage of any kind whatsoever whether suffered or incurred by the customer or another person whether such loss or damage arises directly or indirectly from goods or services or advice provided by Tabbing Services Limited to the customer and without limiting the generality of the foregoing of this clause Tabbing Services Limited shall not be liable for any consequential loss or damage of any kind including without limitation any financial loss; and
 - 10.1.2 Except as provided in this contract Tabbing Services Limited shall not be liable in contract, or in tort, or otherwise for any loss, damage, or injury beyond the value of the goods or services provided by Tabbing Services Limited to the customer; and
 - 10.1.3 The customer shall indemnify Tabbing Services Limited against all claims of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Tabbing Services Limited or otherwise, brought by any person in connection with any matter, act, omission, or error by Tabbing Services Limited its agents or employees in connection with the goods or services.

11. CONSUMER GUARANTEES ACT

- 12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from Tabbing Services Limited for the purposes of a business in terms of section 2 and 43 of that Act.

12. GENERAL LIEN

- 12.1 The customer agrees that Tabbing Services Limited may exercise a general lien against any goods or services or any property belonging to the customer that is in the possession of Tabbing Services Limited for all sums outstanding under this contract and any other contract to which the customer and supplier are parties.
- 12.2 If the lien is not satisfied within 7 days of the due date Tabbing Services Limited may having given notice of the lien at its option either:
 - 12.2.1 Remove such goods, services or property and store them in such a place and in such a manner as Tabbing Services Limited shall think fit and proper and at the risk and expense of the customer; or
 - 12.2.2 Sell such goods, services or property or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

13. WARRANTY

- 13.1 No representation, condition, warranty, or promise expressed or implied by law or otherwise applies to goods except where goods are supplied pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.

14. JURISDICTION

- 14.1 The law of New Zealand shall apply to this contract except to the extent expressly negated or varied by this contract.

15. PREVAILING

- 15.1 Where the terms of this contract are at variance with the order or instruction from the customer, this contract shall prevail.

16. NON-WAIVER

- 16.1 Failure by Tabbing Services Limited to enforce any of the terms and condition contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Tabbing Services Limited has under this contract.

17. GUARANTORS

- 17.1 Any personal guarantee made by any third party shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and customer shall be jointly and severally liable under the terms and conditions of this contract.

18. CANCELLATION

- 18.1 Tabbing Services Limited shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods or services to the customer if the customer fails to pay any money owing after the due date or the customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.
- 18.2 Any cancellation or suspension under clause 18.1 of this agreement shall not effect Tabbing Services Limited's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract.

19. FORCE MAJEURE

- 19.1 Tabbing Services Limited shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

20. ASSIGNMENT

- 20.1 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of Tabbing Services Limited.

21. MISCELLANEOUS

- 21.1 The customer is advised to check the suitability of boards ink suitability, and measured requirements before proceeding to print.
- 21.2 The customer hereby undertakes to advise the supplier immediately of any error appearing in any proof prior to work commencing.
- 21.3 This agreement is subject to alteration by the supplier by sending to the customer, an amended terms of trade with goods or services ordered or by advising the customer prior to order.