

**Displayways (NZ) Ltd – Standard Trading Conditions**

**1. QUOTATIONS:**

Prices quoted are based on prices at date of quotation. Any increases which are beyond our control, in costs of materials and labour after the quotation date shall be to clients account. Unless otherwise stated prices are net and excludes GST, packaging, postage, cartage and freight.

**2. ESTIMATES:**

Estimates should be treated as an approximate price only and will not be binding as in a quotation.

**3. DESIGNS:**

Unless otherwise agreed in writing we retain the property and copyright in all designs. Development and experimental work is undertaken at the client's expense whether or not an order is subsequently placed. Unless otherwise agreed in writing charges made for initial tooling and setting up do not entitle the client to the dies, moulds, tools, drawings or prints.

**4. DELIVERY:**

Delivery within 5% of the quantities ordered shall be permissible and the quoted unit cost shall apply. Delivery dates are stated in good faith and we do not accept liability for any delay arising from negligence or default on our part.

**5. PAYMENTS:**

Accounts are due for payment by the 20<sup>th</sup> day of the month following the date of delivery. We shall be entitled to make an additional charge for costs incurred in order to meet the delivery date by reason of the client's failure to supply promptly information or materials required for the completion of the order. Interest will be charged on all overdue accounts at the rate of 2.5% per month on the overdue amount. Collection and solicitors fees are to be borne by the Client for recovery of equipment and monies.

**6. PROGRESS PAYMENTS:**

After work has been in hand for one month a progress payment up to seventy-five percent of value of work done may be requested. Further progress payments calculated on the same basis may be made from month to month on account of work done until completion of the work unless otherwise agreed in writing prior to work commencing.

**7. DAMAGED TO:**

In case of damage to goods in transit we must be notified in writing of the claim within 3 days of receipt of the goods otherwise responsibility cannot be accepted. Any such claim shall be limited to the quoted unit price. Damaged goods returned to us shall be sent freight paid.

**8. OWNERSHIP:**

Ownership of the goods is retained by us until full payment is made to Displayways (NZ) Ltd. Until full payment of all monies due by you to us, you shall hold the goods for us as fiduciary owner. Notwithstanding any period of credit allowed by us. If any goods supplied to you are sold or otherwise used by you prior to payment therefore to us, then the proceeds of sale thereof shall be kept separate and shall be our property.

Upon default in any payment due by you to us or, either before or after any period of credit expires, upon you becoming insolvent or having a receiver appointed or going into liquidation, we may enter upon the premises where the goods are kept and recover possession of the goods and resell the same. So long as you hold the goods as fiduciary owner you are entitled to sell the goods to third parties in the ordinary course of your business on condition that you hold any claims you have against such third parties.

**9. DELIVERY:**

Delivery shall be deemed to be completed upon receipt of the goods by the customer or on arrival at the location specified by the customer. Displayways (NZ) Ltd shall not be responsible for any failure or delay in delivery caused by Act of God, war, strike, industrial stoppage, or unrest, fire, earthquake, shortage of suitable labour or material, unavailability of or delay in transportation, Government Act or any event beyond the Company's control.

**10. RISK:**

Notwithstanding that ownership in the goods may remain with us all risk in respect of goods supplied shall pass to the customer upon delivery.

**11. EXEMPTION FROM LIABILITY:**

We shall not be liable for:

- a. Any claim for damage to or faults or shortages in goods not notified within 3 days of invoice.
- b. Loss caused by any factor beyond our control.
- c. Failure to deliver the goods by any specified dates.
- d. Loss consequential to any of the above.

Our Liability for defective or damaged goods and loss caused thereby is limited at our option to either:

- a. Replacing the defective or damaged goods: or
- b. Refunding the price of the defective or damaged goods rejected.

**12. RENTAL:**

**HIRE PERIOD AND CHARGES:**

In the absence of arrangements to the contrary, hire is chargeable per calendar day, unless otherwise stated, from when the equipment leaves the owner's premises until it returns.

**OWNERS RIGHT TO TERMINATE HIRE:**

The owner may terminate the hire at any time. The owner will not be responsible to the hirer for any loss he may claim to have suffered in respect of such termination.

The Owner or its servant or servants, agent or agents shall be entitled at all reasonable times to inspect the equipment hired and the hirer hereby gives irrevocable leave and licence to the Owner or its servant or servants, agent or agents to take possession of and remove such equipment and for such purpose to enter the premises of the hirer, and, as the hirer's agent and as his act, to enter upon any premises whereon the equipment or any part thereof may be for any of the aforesaid purposes.

**CARE OF EQUIPMENT:**

- a. The hirer shall take proper care of the equipment and shall indemnify the owner against any damage or loss arising out of its use or theft.
- b. It is the hirer's responsibility to satisfy himself that the equipment is suitable for the work intended and that it is used in a way that complies with all statutory requirements.
- c. The equipment does not purport to be new stock or equal to new but when sent out all items are understood to be in good condition and fit for normal purposes.
- d. An extra charge will be made by the Owner for all cleaning of equipment necessitated, where the same or any of it is returned in otherwise than hygienic condition.
- e. Damaged or missing equipment will be charged to the Hirer. Until the equipment is returned to the Owner it shall be at the risk in all things of the Hirer.

**INJURY OR DAMAGE TO HIRER OR THIRD PERSONS OR PROPERTY:**

The Hirer shall not have any claim against the Owner for loss or damage suffered by the Hirer as a result of the Hirer's use of equipment and further the Hirer will indemnify the Owner against any claim made against the Owner by a third person or other losses arising out of the use of the equipment by the Hirer.

**NO ASSIGNMENT OF HIRE AGREEMENT:**

This agreement is personal to the Hirer and not capable of assignment by Him. The person accepting this document for and on behalf of the hirer (if not personally the Hirer) warrants that he has the authority of the Hirer to make this contract on the Hirer's behalf and that he is empowered by the Hirer to bind the Hirer to this agreement. The person so accepting hereby indemnifies the Owner against all loss and costs that may be incurred by the Owner arising out of the person so accepting the agreement failing to have such power or authority.

COMPANY NAME: \_\_\_\_\_

NAME OF SIGNATORY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_