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Terms of Trade

The quotation is an interpretation of the customers instructions, both written and verbal. Customers are therefore advised to carefully check quotations before accepting them.

The supplier La'brandx Limited and the customer agrees:

"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, signage, decals, digital print or any other product which has had printing processes applied to it and any computer disk or other medium of electronic storage which contains electronics records, programmes and processes which enable the creation of any form of text of numerical 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) computer, scanners, monitors printers and other computer associated equipment, photocopiers, facsimile machines, desk, 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 copies 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 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. Color 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 endeavors to provide a commercially acceptable finished product.

7. Proof Approval:

The supplier is not liable for errors or variations in the finish where such errors or variations were contained in the proof approved by the customer.

8. Holding of Plant to Customers Instructions:

If any plant is set up to print or otherwise work on the customers 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 suppliers waiting charges for such plant.



9. Customers Property:

The supplier will take reasonable care of the customers 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 Material: (the product which comes into existence during the preparation or processing of the customers order but which is not the final product)

Ownership of intermediate material except those supplied by the customer, will remain the suppliers property.

11. Electronic Images and / or Files:

It is the customers 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 customers risk. The supplier may charge for any additional translating, editing or programming needed to utilize customer supplied files or images and such charges shall be in addition to the quoted price. Subject to clause 10 the suppliers own electronic records shall remain the property of the supplier.

12. Quantity:

Unless otherwise agreed the supplier will deliver the quantity specified.

13. Delivery:

Unless otherwise agreed delivery of the goods is at the suppliers 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 Libelous Material:

The supplier is not required to reproduce any material or produce any goods that are, in the suppliers opinion, illegal, objectionable or libelous 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 of 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. Suppliers Liability:

Where the customer is a company or a person acquiring or holding him or herself out as acquiring goods or services or both for the purpose 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 consumer or to any third party arising from errors in 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 labeling, and / or packaging of goods. Compliance with any such legislation shall be the customers 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 requirements. 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 suppliers control.

Terms of Trade

18. Payment:

Unless a current account is held with La'brandx Limited all goods are to be paid for at time of collection. The supplier has the right to request a deposit for orders place, prior to commence of work. Any deposits requested will be 50% of total purchase. Account holders payments are due 20th of the month following delivery. If invoices are not paid in full and on time the customer will pay any 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 documents will be deemed to be effected on the customer if that document is left at the address shown as the customers 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 customers right to receive a copy of the verification statement following registration of the suppliers 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 customers 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 suppliers 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 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 waive 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 with not entitled;
 - iii To receive notice of any proposal of the supplier to retain goods under section 120(2);
 - iv To object to the suppliers 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 law application to the supply of goods shall be the law of New Zealand and any disputes shall be adjudicated in the New Zealand Courts.



Ordering Info

Set Up Charges:

Some products do not include a set-up charge and will be charged separately.

If a product attracts any special setup charges or surcharges, this will be indicated before printing. If an order requires multiple changes to details this will occur set up charges per change.

Proofs:

An electronic proof will be sent before printing commences. This must be checked carefully and if correct signed or electronically signed and returned.

No printing will proceed without a signed proof or email. La'brandx Limited will take no responsibility for errors or omissions once a proof is signed or emailed confirmation received, so please check proofs carefully.

Email Orders and Artwork:

Email your orders with the artwork attached to lynee@labrandx.co.nz, with your Company Name, Address, Contact phone number and name of person placing order. Always remember to send your artwork as PDF, EPS, AI JPEG or Corel Draw (CDR) All fonts need to be embedded or converted to paths or curves. All files must be supplied as CMYK. Alterations to artwork will occur charges.

All artwork, film positives and screens will remain the property of La'brandx Limited.

Standard Lead Times:

Under normal circumstances delivery of printed products will be within 5 - 10 working days after receiving your signed proof and completed artwork, presuming products are in stock. This may vary depending on the factory workload and we cannot be held responsible for orders taking longer. Urgent orders required under 5 working days will occur a 10% surcharge.

Exact Quantities:

We reserve the right to supply 10% above or below the quantity ordered. If you require the exact amount ordered please specify this on your order.

Pricing:

All prices quoted in this price book are exclusive of G.S.T. Please add this to all orders. Prices printed in this catalogue reflect the list price at the time of print. They are subject to change at any time. Prices are per each item therefore please multiply amount by quantity + GST.

Freight:

All orders that need to be freighted will occur a freight charge. Freight charges will vary depending on delivery destinations.

Damaged or Lost Goods:

We must be notified of any claims for lost or damaged goods within 7 days of the despatch date. Liability for any settlement rest with the carrier and we do not take liability for their actions, however will assist wherever possible to help track any items if required.

Warranties:

Although La'brandx Limited will stand by their products and will try to rectify any problems (if they occur) we will not issue warranties. Every care is taken to ensure the best quality materials and inks are used along with the preparation of materials before print. Please notify us of the conditions your products will be used in, if applicable. Suitable storage of products (when not in use) will increase lifespan of items.

Ordering Info

Hardware:

High quality hardware is used when required, to complete orders. Weight considerations and item size will be a factor for some work and the correct hardware will be supplied.

Product Finishing:

Any product that requires finishing options e.g. Guillotining, sewing, carding or hardware attached will be done before completion of job, if required. These will be completed to a professional standard. Washing instructions will be available if applicable to products.

Garments:

High quality garments are supplied with every effort to have colour and sizes as indicated in catalogue, however dyes may vary from batch to batch. Please read product information carefully or ask for assistance if unsure of products. Once screen printings has taken place there are no returns allowed. On receipt of your order confirmation we will send you a graphic layout of your artwork placed onto a garment, for your approval.

Deposits:

Unless a current account is held with La'brandx Limited, all work is a 'cash' only basis. Depending on the dollar value of the work you may be asked to pay a deposit before we commence work. This amount will be approximately 50% of total value of job.

Colours:

Every effort will be made to supply items as per colour ranges in catalogue, however La'brandx Limited will not be liable for any variations to this. From time to time we may request that you select a second colour option, so as to not disappoint you.

Our Logo:

La'brandx Limited reserve the rights to apply our Company Logo and Details in non-invasive area on products unless specifically requested not too, by our client. The items that this would apply to would be general signage, some decals and selected promotional goods.



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