

GENERAL TERMS AND CONDITIONS OF TRADE



1. DEFINITIONS

- a) "Papawai Press" shall mean Papawai Press Limited, or any agents or employees thereof.
- b) "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods from Papawai Press.
- c) "Goods" shall mean all goods or services provided to the customer, or any fee or charge associated with the supply of goods by Papawai Press to the customer.
- d) "Price" shall mean the cost of the goods as agreed between Papawai Press and the customer subject to clause 4 of this contract.

2. ACCEPTANCE

- a) Any instructions received by Papawai Press from the customer for the supply of goods shall constitute acceptance of the terms and conditions contained herein.

3. USE OF INFORMATION

- a) The customer authorises Papawai Press to collect, retain and use any information about the customer, or for the purpose of assessing the customer's credit worthiness, or enforcing any rights under this contract.
- b) The customer authorises Papawai Press to disclose any information obtained to any person for the purposes set out in clause 3(a).
- c) Where the customer is a natural person the authorities under clauses 3(a) and 3(b) are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- a) Where no price is stated in writing or agreed to orally the goods shall be deemed to be sold at the current amount as such goods are sold by Papawai at the time of the contract.
- b) The price may be increased by the amount of any reasonable increase in the cost of supply of the goods that is beyond the control of Papawai Press between the date of the contract and delivery of the goods.

5. PAYMENT

- a) Except where otherwise agreed in writing payment for goods shall be made in full on or before the 20th day of the month following the date of the invoice ("the payable by date" or "the due date").
- b) Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- c) Papawai Press reserves the right to charge an administrative fee to cover the cost of correspondence with the customer regarding any amount unpaid after the due date.
- d) Any expenses, disbursements and legal costs incurred by Papawai Press 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.
- e) Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. RISK AND TITLE

- a) All risk of any loss or damage or deterioration in respect of the goods shall pass to the customer upon delivery to the customer, however ownership remains with Papawai Press until the purchase price has been paid in full. All claims for loss or damage in transit must be made on the carrier.
- b) The customer grants to Papawai Press a security interest in the goods as security for all amounts owing by the customer to Papawai Press. The customer shall ensure that the goods are always able to be identified from any other goods that may be in their possession. If any such goods are sold by the customer prior to payment then the proceeds of sale thereof shall remain Papawai Press' property.
- c) The customer gives irrevocable authority to Papawai Press or its agent to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. Papawai Press 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.

7. RETURN OF GOODS

- a) The customer shall be deemed to have accepted the goods unless the customer notifies Papawai otherwise within 48 hours of delivery of the goods to the customer.

8. LIABILITY

- a) Except as otherwise provided by statute Papawai Press shall not be liable for:
 - i. 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 Papawai Press to the customer and without limiting the generality of the

foregoing of this clause Papawai Press shall not be liable for any consequential loss or damage of any kind including without limitation any financial loss; and

- ii. Except as provided in this contract Papawai Press shall not be liable in contract, or in tort, or other wise for any loss, damage, or injury beyond the value of the goods provided by Papawai Press to the customer; and
- iii. The customer shall indemnify Papawai Press 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 Papawai Press or otherwise, brought by any person in connection with any matter, act, omission, or error by Papawai Press its agents or employees in connection with the goods.

9. WARRANTY

- a) No representation, condition, warranty, or premise 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.
- b) Papawai Press does not provide any warranty that the goods are fit and suitable for the purpose for which they are required by the customer and shall not be liable if they are not.
- c) The customer warrants and undertakes to Papawai Press that there is no statement, or representation or information in any material supplied by the customer that is or is likely to be misleading or deceptive or in any way infringe the Fair Trading Act 1986, or is in full or part defamatory, libellous, or slanderous, or in breach of copyright, trademark or other intellectual property right, or is otherwise in breach of any statute, regulation, rule or law.

10. CANCELLATION

- a) Papawai Press 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 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.
- b) Any cancellation or suspension under clause 10(a) of this agreement shall not affect Papawai Press' claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the customer's obligations to Papawai Press under this contract.

11. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- a) If the customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration Papawai Press agreeing to supply goods and grant credit to the customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Papawai Press the payment of any and all monies now or hereafter owed by the customer to Papawai Press and indemnify Papawai Press against non-payment by the customer. Any personal liability of a signatory hereto shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

12. MISCELLANEOUS

- a) The customer shall not assign all or any of its rights or obligations under this contract without the written consent of Papawai Press.
- b) Papawai Press shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- c) Failure by Papawai Press to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Papawai Press has under this contract.
- d) Where the terms of this contract are at variance with the order or instruction from the customer, this contract shall prevail.
- e) 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.
- f) If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.