

Terms & Conditions of Trade

1. Definitions

- 1.1 "Pages" means Pages Design & Print Services Ltd, its successors and assigns or any person acting on behalf of and with the authority of Pages Design & Print Services Ltd.
- 1.2 "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by Pages to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Goods as agreed between Pages and the Client in accordance with clause 2 below.

2. Price and Payment

- 2.1 The Price shall be as indicated on invoices provided by Pages to the Client in respect of the Goods supplied.
- 2.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due seven (7) days following the date of the invoice.
- 2.3 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Pages an amount equal to any GST Pages must pay for any supply by Pages under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

3. Risk

- 3.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 3.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Pages is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Pages is sufficient evidence of Pages's rights to receive the insurance proceeds without the need for any person dealing with Pages to make further enquiries.

4. Title to Goods (Including any incidental items supplied as part of any Services)

- 4.1 Pages and the Client agree that ownership of the Goods shall not pass until:
 - (a) the Client has paid Pages all amounts owing to Pages; and
 - (b) the Client has met all of its other obligations to Pages.
- 4.2 Receipt by Pages of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 4.3 It is further agreed that:
 - (a) until ownership of the Goods passes to the Client in accordance with clause 4.1 that the Client is only a bailee of the Goods and must return the Goods to Pages on request.
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Pages and must pay to Pages the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Pages and must pay or deliver the proceeds to Pages on demand.
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Pages and must sell, dispose of or return the resulting product to Pages as it so directs.
 - (e) the Client irrevocably authorises Pages to enter any premises where Pages believes the Goods are kept and recover possession of the Goods.
 - (f) Pages may recover possession of any Goods in transit whether or not delivery has occurred.
 - (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Pages.
 - (h) Pages may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

5. Personal Property Securities Act 1999 ("PPSA")

- 5.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
 - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Incidental Items previously supplied by Pages to the Client (if any) and all Incidental Items that will be supplied in the future by Pages to the Client.
- 5.2 The Client undertakes to:
 - (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Pages may reasonably require to register a

financing statement or financing change statement on the Personal Property Securities Register;

- (b) indemnify, and upon demand reimburse, Pages for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Incidental Items charged thereby;
 - (c) not register a financing change statement or a change demand without the prior written consent of Pages.
- 5.3 Pages and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
 - 5.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
 - 5.5 Unless otherwise agreed to in writing by Pages, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
 - 5.6 The Client shall unconditionally ratify any actions taken by Pages under clauses 5.1 to 5.5.

6. Default and Consequences of Default

- 6.1 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 Pages's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 6.2 If the Client owes Pages any money the Client shall indemnify Pages from and against all costs and disbursements incurred by Pages in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Client basis, Pages's collection agency costs, and bank dishonour fees).

7. Security and Charge

- 7.1 In consideration of Pages agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 7.2 The Client indemnifies Pages from and against all Pages's costs and disbursements including legal costs on a solicitor and own Client basis incurred in exercising Pages's rights under this clause.
- 7.3 The Client irrevocably appoints Pages and each director of Pages as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 7 including, but not limited to, signing any document on the Client's behalf.

8. Privacy Act 1993

- 8.1 The Client authorises Pages or Pages's agent to:
 - (a) access, collect, retain and use any information about the Client;
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Client.
 - (b) disclose information about the Client, whether collected by Pages from the Client directly or obtained by Pages 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 Client.
- 8.2 Where the Client is an individual the authorities under clause 8.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 8.3 The Client shall have the right to request Pages for a copy of the information about the Client retained by Pages and the right to request Pages to correct any incorrect information about the Client held by Pages.

9. General

- 9.1 The failure by Pages to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Pages's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 9.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 9.3 Pages shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Pages of these terms and conditions (alternatively Pages's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 9.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Pages nor to withhold payment of any invoice because part of that invoice is in dispute.
- 9.5 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.