



Digitising Services New Zealand  
42 Charles Prevost Drive  
The Gardens, Manukau  
New Zealand  
Phone/Fax: +64 9 268 7495  
Email: info@digitising-services.co.nz

TERMS AND CONDITIONS OF SALE DIGITISING SERVICES NEW ZEALAND (herein called "the Company")

**1 CONTRACT - INCORPORATION OF TERMS**

- (a) These terms and conditions together with the Company's confirmation of order (if any) and the provisions of a quotation (if any) shall constitute the contract between the Company and the Customer for the sale and purchase of goods and services.
- (b) No agent or representative of the Company is authorised to make any representations, warranties, conditions or agreements not expressly confirmed by the Company in writing and the Company is not bound by any such unauthorised statements, nor can any such statements be taken to form part of the contract between the Company and the customer or to constitute any contract collateral to the main contract.

**2 PRICE**

- (a) Unless otherwise stated all prices quoted are exclusive of Goods and Services Tax and insurance/freight/handling charges are in addition to the quoted prices. The Company reserves the right to revise its prices at any time prior to accepting an order.
- (b) The prices quoted may be revised by the Company subsequent to accepting an order in the event of any occurrence affecting delivery caused by War, Government action, variation in customs duties, increased shipping charges, and any other matter beyond the control of the Company. In that event the Customer shall have the right to withdraw its order.

**3 PAYMENT**

- (a) Unless the Company agrees in writing that a Customer's payment terms shall be those contained in paragraph (b) below, payment for all orders placed by a Customer shall be due upon the Customer receiving an account; and in any event, must be made before the goods or services to which the order relates are released by the Company.
- (b) All accounts, other than accounts to which paragraph (a) above relates, are payable on the 20th of the month following delivery of the goods or services to which the account relates.
- (c) A Penalty is payable on all amounts not paid when due for the period from due date until actual payment at the Company's current bank interest rate plus 3%, such interest to be chargeable on a daily basis from the due date for payment until the time of actual payment.
- (d) The customer will upon demand pay to the Company all moneys (including but not limited to solicitors costs, Court costs and disbursements) incurred or expended by the Company in recovering payment of any overdue account.

**4 DELIVERY/COMPLETION**

- (a) The company will use all reasonable endeavours to make delivery/effect completion at the time requested by the Customer but if for any reason whatsoever delivery/completion shall not take place or be delayed then the Company shall not be responsible for any loss whatsoever sustained by the Customer or any other person. The Customer shall not be entitled to cancel the contract as a result of delays in delivery/completion arising out of any cause beyond the Company's control.



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(b) The Company will use its best endeavours to fulfil the orders specified in the Company's order and reserves the right to cancel any order relating to any goods or services which in the opinion of the Company it is impractical or uneconomic to produce or supply.

(c) Transportation will be arranged by the Company unless otherwise agreed.

#### 5 RISK AND TITLE

The risk in goods supplied by the Company to the Customer shall pass to the Customer upon delivery but ownership in the goods shall not pass to the Customer until the Customer has paid for the same in full. Receipt by the Company of any cheque or other form or promissory or conditional payment shall not be deemed payment until the same has been cleared and honoured and until such time shall not prejudice the Company's rights, powers or remedies against the Customer.

#### 6 LIABILITY

(a) In the case of any claims arising from original defects caused from faulty workmanship by the Company under proper and normal conditions of use; the Company will at its option replace or give credit all goods sold only if the following terms are met;

(i) The terms of payment have been promptly complied with.

(ii) Claims must be received in writing by the Company within 7 days after delivery of the goods or services.

(iii) In the case of defective goods, claims must specifically identify the defect and where possible be accompanied by the defective goods.

(b) In no case will the Company be liable for indirect or consequential loss or damage of any kind arising from defective workmanship or otherwise howsoever.

(c) Regardless of the legal basis of any claim made against the Company in no case shall the extent of the Company's liability under that claim exceed the original contract price payable for the goods supplied by the Company which gave rise to that claim.

#### 7 STATUTORY GUARANTEES

Where the Customer is acquiring goods or services for the purpose of using them in business (in terms of Section 43(2) of the Consumer Guarantees Act 1993) then the Customer agrees not to assert or attempt to assert any right or claim against the Company under the provisions of that Act.

#### 8 COPYRIGHT

Where the Company reproduces logo or artwork at the request of a Customer then, the Customer shall be solely responsible for any breach of copyright or intellectual property right in the work or subject matter reproduced and will indemnify the Company against all claims in respect thereof including all demands, proceedings, damages, costs, expenses and liabilities however arising in respect of infringement and/or breach.