

TERMS & CONDITIONS OF QUOTATION

Heartland Digital Print (HDP) endeavors to hold customer's files for 3 months from date of print. Should a customer wish for HDP to hold a file longer than 3 months a request should be made. We recommend customers keep copies of all their print files. While all care is taken by HDP to ensure the safety of files we take no responsibility for lost or damaged files.

This Quotation is subject to the standard conditions and accepted customs of the printing trade as outlined in this quotation. Graphic Design is an estimate only. Any file manipulation or imposition will incur additional charges. The quote is valid for 30 days from the above date. All prices are exclusive of GST (15%). Payment 20th of the following month if an account is opened and accepted otherwise payment will be required on completion of the job. Some larger cash jobs may require a 50% deposit.

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

The supplier and the customer agree: "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, any other product which has had printing processes applied to it and any computer disk or other medium of electronic storage which contains electronic records, programmes and processes which enable the creation of any form of text or numeral 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) computers, scanners, monitors printers and other computer associated equipment, photocopiers, facsimile machines, desks, 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 copy acceptable to the supplier. Where the customer supplies its own paper stocks 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 and 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 variation or alteration to the conditions and specifications may increase the quoted price.

5. Proof Approval

The supplier is not liable for errors or variations in the finished work where such errors or variations were contained in the proof approved by the customer. A proof may be chargeable where the job does not go ahead after the proof has already been printed.

6. Customer's Property

The supplier will take reasonable care of the customer's 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.

7. Electronic Images and/or Files

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

8. Delivery

Unless otherwise agreed delivery of the goods is at the supplier's factory door in a continuous uninterrupted delivery of the complete order.

9. 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.

10. Illegal or Libellous Material

The supplier is not required to reproduce any material or produce any goods that are, in the suppliers opinion, illegal, objectionable, or libellous 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 on 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.

11. Supplier's Liability

Where the customer is a company or a person acquiring or holding him or her self out as acquiring goods or services or both for the purposes 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 customer or to any third party arising from errors in the 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 labelling, and/or packaging of goods. Compliance with any such legislation shall be the customer's 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 requirement. 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 supplier's control.

12. Payment

Payment will be required on completion of the job unless an account has been opened and accepted in which case the following payment terms apply. Payment is due in full on or before the 20th of the month following delivery unless otherwise stated in these terms or in the supplier's invoice to the customer. If invoices are not paid in full and on time the customer will pay 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 at the rate of 18% per annum (1.5% per month), or \$10.00 (ten dollars) which ever is the greater amount on all accounts that have not been paid in full by 30th of the month following the date of invoice.