

**Definitions:**

“**Customer**” – the person/entity signing our Credit Application (or placing an Order); “**Guarantor**”- any party executing a Guarantee of your account with us; “**L&L**” – Label & Litho Limited; “**Order Confirmation**” - our written confirmation of what you have ordered; “**PPSA**” the Personal Property Securities Act 1999; “**Proof**” - the proof that we supply to you to check; “**Quotation**” – our written quote of our interpretation of your instructions, also includes our response described as an estimate; “**Terms**” – our Terms and Conditions.

1. **Quotation (our quote is our interpretation of your instructions, both written and verbal. Please check our quote carefully before accepting)**
  - a. If you accept our quote we won't be liable for any errors or omissions arising from oversight/misinterpretation of your instructions.
  - b. Our quotes are valid for 30 days from date of issue and are exclusive of Freight, GST and other reasonable charges that you will be notified of (if any)..
  - c. All quotes for Foil & Embossing Blocks are subject to final artwork and quotes from our external suppliers.
2. **Orders** - We will confirm Orders with an Order Confirmation - please tell us ASAP if the Order Confirmation is wrong. The Order Confirmation represents what we will be printing.
3. **Prices** - We reserve the right to alter any Quotation or Price based on changes in quantity, corrections or alterations in style (as directed by you) or circumstances beyond our control that result in additional costs. **Note:** All prices relating to pre-production work are estimates only.
4. **GST** - All pricing is exclusive of GST.
5. **Delivery** – Our delivery dates are given in good faith and we will always do our best to meet a stated delivery date. All delivery charges are payable by the Customer (unless otherwise agreed).
6. **Terms of Payment** - Unless we agree otherwise, payment is due on the 20th of the month following supply. **Note:** all costs incurred by us as a result of a default by you - are chargeable.
7. **Proofs**
  - a. Proofs will be provided for ‘new’ or ‘altered’ Labels and are subject to your approval. Proofs aren't provided for ‘repeat’ work involving unamended Labels that we have printed previously.
  - b. Proofs will be charged.
  - c. We won't be liable for errors/omissions arising from an oversight or misinterpretation of your instructions if our Proof has been accepted by you.
  - d. We can't guarantee to exactly match a print production with a colour Proof. However, at all times we will provide you with commercially acceptable Labels.
  - e. Digital Proofs are available for an additional cost.
8. **Bar Code Symbol** - We will produce barcodes in accordance with the relevant recommended procedures. We won't be liable for consequential loss or damage arising out of non-compliance of the barcode on any packaging.
9. **Electronic Images/Files**
  - a. Disks, tapes and any other form of electronic storage supplied remain your property and we will assume that these are copies of the original.
  - b. We are not responsible for accidental damage to any material supplied.
10. **Variations In Quantity** - We will make every effort to deliver the quantity specified in an Order – but sometimes there will be over-runs or under-runs within 10% of the quantity ordered. We will charge on the basis of actual quantity supplied.
11. **Errors or Omissions** - Clerical errors/omissions will be subject to correction.
12. **Customer's Property**
  - a. We will take care of your property and return it in good condition.
  - b. Unless otherwise agreed in writing, we may dispose of any property or Labels held 24 months following the date of invoicing.
13. **Ownership**
  - a. Ownership of the Labels is ours until the Labels are paid for and we retain the right to withhold delivery of production materials/knives until any outstanding money owing is paid.
  - b. If the Labels are attached/fixed/incorporated before payment is made ownership remains with us until payment is made. Our Security Interest in the Labels will continue in the terms of section 82 of the PPSA.
14. **Warranties**
  - a. We give no warranty as to the quality, description or fitness for any particular purpose of the Labels.
  - b. All rights and remedies under the Consumer Guarantees Act 1993 are hereby excluded.
  - c. If we supply labels that are proven to be defective, we will, at our discretion, replace or repair them.
15. **Illegal or Libellous Matter** - You will indemnify us in respect of any claims/costs/expenses arising from any breach of the Fair Trading Act 1986 or any other statute or any infringement of copyright, patent or design.

16. **Cancellation and Returns** - If you cancel an Order, all work done by us up to the time of cancellation will be charged and will be payable under these Terms.
17. **Personal Property Securities Act 1999**
- a. These Terms constitute a security agreement, which creates a security interest in favour of us for all product previously supplied by us.
  - b. By placing an Order you are granting a security interest to us for that order and subsequent orders – and that security interest may be a Purchase Money Security Interest as defined in the PPSA.
  - c. You undertake:
    - i. to sign any further documents and/or provide any further information which we may require to enable registration of financing statements or financing change statements on the Personal Property Securities Register ("PPSR");
    - ii. not to register a financing change statement as defined in section 135 of the PPSA or make a demand to alter a financing statement pursuant to section 162 of the PPSA in respect of the Labels without our prior written consent;
    - iii. to give us written notice of any proposed change in your name and/or any other changes in yours details;
    - iv. to be responsible for the full costs incurred by us (including legal fees/disbursements on a solicitor/client basis) in obtaining an order pursuant to section 167 of the PPSA; and
    - v. to waive any rights you may have under sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
  - d. Pursuant to section 148 of the PPSA, unless otherwise agreed to in writing, you waive the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.
  - e. To the maximum extent permitted by law, you waive the right and, with our agreement, contract out of your right under sections referred to in sections 107(2), 8(e) and (g) to (i) of the PPSA.
  - f. You agree that nothing in section 113, 114(1)(a), 117(1)(c), 133 and 134 of the PPSA will apply to these Terms, and, with our agreement, contracts out of such sections.
  - g. You agree that section 109(1) of the PPSA is contracted out of in respect of particular Labels if and only for as long as L&L is not the secured party with priority over all other secured parties in respect of those Labels and Services.
  - h. You agree that immediately on request you will procure from any third parties such agreement and waivers as we may at any time require to protect our security position.
18. **Liability** - L&L's liability is limited to the value of the Order supplied out of which any liability arose and L&L will not be liable for any loss or damage arising from the supply of Labels, including consequential loss.
19. **Suitability of Labels** - You need to satisfy yourself that the Labels you have ordered are right for purpose.
20. **Disputes** - Print New Zealand (PrintNZ) offer a mediation facility if it all goes wrong.
21. **Changes of General Terms and Conditions** - The existence of an account does not automatically entitle you to credit in the future, i.e. if you don't pay on time your account may change to Cash Before Delivery.

***Any variation to these Terms of Trade  
must be agreed and recorded in writing between the parties.  
Up to date Terms & Conditions are available on our website  
[www.label.co.nz](http://www.label.co.nz)***