

## TERMS & CONDITIONS OF TRADE

### 1. DEFINITIONS

**"Cloudbase Concepts"** means Cloudbase Concepts Limited and any of its subsidiaries, related trading entities, employees, authorised representatives and contractors.

**"Customer"** means the customer of Cloudbase Concepts and its agents and employees.

**"Quotation"** means an estimate of the amount that Cloudbase Concepts will charge the Customer for the work it completes.

**"Work"** means printing (including proofs), design, reproduction, management, storage, distribution or the provision of any other such products or services by Cloudbase Concepts.

### 2. CUSTOMER ACKNOWLEDGEMENT

2.1 These terms of trade and any subsequent amendments as displayed on Cloudbase Concepts website form contract between the Customer and Cloudbase Concepts.

### 3. CLOUDBASE CONCEPT'S QUOTATION

3.1 The quotations are based on printed, typewritten or other good copy acceptable to Cloudbase Concepts. The customer may pay any costs incurred by Cloudbase Concepts in obtaining a hard copy of a standard form which Cloudbase Concepts can base its quotation.

3.2 Quotations are based on the costs prevailing at the date of quotation. The quoted price is always subject to amendment in recognition of movements in these costs after quotation date.

3.3 The Customer must accept the quotation within 28 days from the date of the quotation or it will expire.

3.4 Quotations are based on the original instructions from the Customer. If the Customer's instructions are varied any additional work will be charged to the Customer at Cloudbase Concept's current rates.

3.5 Every effort will be made to deliver the quantity specified but Cloudbase Concepts may produce up to 10% more or less than the quantity ordered by the Customer, and the Customer will pay for the work produced.

3.6 Work prepared on a trial basis at the Customer's request shall be considered an order and charged for.

### 4. ELECTRONIC IMAGES AND/OR FILES

4.1 The Customer must retain a copy of any image or file it supplies to Cloudbase Concepts.

4.2 The Customer will pay for any additional translating, editing or programming needed to utilise the Customer's supplied files and for any duplication, or transfer of stored material to the Customer. No such material will be used by the Customer other than as agreed between the Customer and Cloudbase Concepts.

### 5. QUALITY

5.1 Cloudbase Concepts is not liable for errors in the finished work if the Customer has approved the proof. The Customer will pay for any corrections after the first proof.

5.2 Cloudbase Concepts cannot guarantee to exactly match a print production with a colour proof because of variances in proof preparation methods and substrates.

### 6. EXPERIMENTAL AND/OR CREATIVE WORK

6.1 The Customer will pay for sketches, drawings, specifications, paragraphs, computerised designs, special type, logos and dummies submitted by Cloudbase Concepts but they will remain Cloudbase Concepts property. The Customer must obtain consent prior to each use of such designs.

### 7. PRODUCT NUMBERING AND BAR CODING

7.1 The Customer's specifications must be consistent with any recommendations made by EAN New Zealand or other such relevant authority for product numbering and bar code symbol markings. Any implied condition relating to the readability (whether by machine or any person) of any product numbering or bar code symbols is expressly excluded.

### 8. CANCELLATION OF ORDERS

8.1 Where the Customer cancels an order it must reimburse Cloudbase Concepts in full for all costs incurred to the date of cancellation, including Cloudbase Concepts loss of profits.

### 9. LIMITATION OF CLOUDBASE CONCEPTS LIABILITY

9.1 Cloudbase Concepts is not liable for any direct, indirect or consequential injury, loss or damage of any kind arising from or in connection with its work.

### 10. CONSUMER GUARANTEES ACT 1993

10.1 Where a supply is for business purposes, the Customer agrees that the provisions of the Consumer Guarantees Act 1993 do not apply.

10.2 Nothing in these terms limits any rights the Customer may have under the Consumer Guarantees Act 1993.

### 11. ILLEGAL MATERIAL

11.1 Cloudbase Concepts may choose not to do any work in relation to any material that is, in Cloudbase Concept's opinion, illegal.

11.2 The Customer indemnifies Cloudbase Concepts in respect of any claims, costs or expenses (including legal costs on a solicitor-own-client basis) arising out of any defamation, breach of statute, infringement of copyright, patent or design dispute or any other dispute.

### 12. RISK AND DELIVERY

12.1 Any products or electronic files held by Cloudbase Concepts on behalf of the Customer will be held at the Customer's risk. Cloudbase Concepts may dispose of any products held on behalf of the Customer 12 months following the date of the last invoice.

12.2 Risk will pass when any products created by Cloudbase Concepts for the Customer are delivered to the Customer or another person on the Customer's behalf.

12.3 Unless specified otherwise, quotations are based on:

- a) delivery from the door of Cloudbase Concepts premises and;
- b) a continuous and uninterrupted delivery of the complete order.

12.4 If urgent delivery is agreed upon the Customer will pay any additional charge.

### 13. SUSPENDED WORK

13.1 The suspension of any work for a period of 30 days shall entitle the Cloudbase Concepts to payment in full for the portion of the work completed.

### 14. HANDLING PRODUCTS

14.1 The Customer must pay Cloudbase Concepts for handling, storage and profit as determined by Cloudbase Concepts.

14.2 Cloudbase Concepts will deliver and the Customer must pay for all remaining products held 6 months following the date of Cloudbase Concepts receiving the products.

### 15. OWNERSHIP

15.1 Ownership of any products remains with Cloudbase Concepts until the full price of those products has been paid in full.

### 16. GOODS AND SERVICES TAX (GST)

16.1 The Customer will pay GST on quotations which are exclusive of GST

### 17. HOLDING PRESS TO THE CUSTOMER'S INSTRUCTIONS

17.1 The Customer will be charged for any products held waiting for the Customer's instructions.

### 18. CLAIMS

18.1 Any claim must be made in writing within 10 days of receipt of products or completion of Cloudbase Concepts work as specified.

18.2 Return of goods (for any reason) will not be accepted without the issue of a Cloudbase Concepts return authority number.

18.3 Where the Customer has incorrectly ordered and wishes to return product to our warehouse within the 10-day claim period, a restocking fee of \$50 will apply. Freight charges to return product to Cloudbase Concepts in this instance are the responsibility of the Customer.

18.4 Cloudbase Concepts will deduct the freight content of the original order from the Customer's refund.

### 19. TERMS OF PAYMENT

- 19.1 Cloudbase Concepts may require immediate payment, otherwise the Customer must pay by the 20<sup>th</sup> of the month following the date of invoice. Cloudbase Concepts reserves the right to charge interest at 5% above the base rate of the National Bank of New Zealand Limited ("the Overdue Rate") on all overdue accounts for any month or part thereof that the account remains overdue, including interest at the Overdue Rate from the date of judgement until payment in full.
- 19.2 Payment of all money is without set-off or deduction of any kind.
- 19.3 Cloudbase Concepts will apportion payments to outstanding accounts at it thinks fit.
20. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)
- 20.1 All terms in this clause 20 have the meaning given in the PPSA and section references shall be to sections of the PPSA
- 20.2 Clause 15 creates a security interest in all present and after acquired property and its proceeds.
- 20.3 On the request of Cloudbase Concepts, the Customer will promptly execute any documents, provide all necessary information and do anything else required by Cloudbase Concepts to ensure that the security interest created under this Agreement constitutes a perfected security interest in the goods and their proceeds which will have priority over all other security interests in the goods.
- 20.4 The Customer will pay to Cloudbase Concepts all fees and expenses incurred by Cloudbase Concepts in relation to the filing of a financing statement or and financing change statement in connection with these Terms of Trade.
- 20.5 The Customer agrees that nothing in section 133 and 134 of the PPSA will apply to these Terms of Trade.
- 20.6 The Customer waives its right to:
- a) receive a notice under section 114(1)(a) or 120(2);
  - b) receive a statement of account under section 116;
  - c) object to any proposal of the Company to retain collateral under section 121;
  - d) receive a copy of any Verification Statement.
21. COSTS
- 21.1 The Customer will pay all costs and charges (including legal costs as between solicitor and client) incurred by Cloudbase Concepts in consequence of or in connection with any breach or default by the Customer in the performance or observance of any of the terms of these conditions or their enforcement.
22. SUITABILITY OF WORK
- 22.1 Cloudbase Concepts gives no guarantee, implied or otherwise, that the work done at the Customer's instructions is suitable for specific market requirements.
23. NO ASSIGNMENT
- 23.1 The Customer will not assign, transfer or otherwise dispose of any right or obligation under any contract with Cloudbase Concepts.
24. NOTICES
- 24.1 All notices required or permitted under this agreement are to be served as provided in section 152 of the Property Law Act 1952, or be facsimile, in which case notice is deemed to be given the day after sending.
25. DISPUTES RESOLUTION
- 25.1 If a dispute arises out of or relates to these conditions then the parties agree to:
- a) Endeavour to settle the dispute by mediation
  - b) If agreement cannot be reached through mediation, to refer the dispute to arbitration by Printing Industries New Zealand.