

# STANDARD TERMS AND CONDITIONS RECOGNISED CUSTOMS OF THE PRINTING INDUSTRY

Issued by the Printing Industries Federation of New Zealand Inc

**1. Quotations:** All quotations are based on printed, typewritten, electronic or other good copy. Should any additional work be required to obtain copy in this condition such work shall be carried out at the customer's expense. The quotation shall be deemed to interpret the customer's instructions written and verbal. Customers are accordingly advised to exercise due care and attention when checking quotations before any further work proceeds. The term quotation shall include any estimates for the purpose of these conditions.

**2. Acceptance:** The quotation shall lapse unless within 14 days from the day it is given.

**3. Goods and Services Tax:** The customer shall pay Goods and Services Tax at the rate applying.

**4. Inks:** Unless otherwise specified all single colour work is quoted on the basis of using black ink. Any changes in the ink required after quotation shall be charged as an extra.

**5. Cost Variation:** Quotations are based on the costs prevailing at the time of quoting. The quoted price shall always be subject to amendment in recognition of the movements in these costs after the quotation date.

**6. Alterations:** Quotations shall be based on specifications supplied by the customer at the time of quoting and any deviation from these specifications may result in additional charges.

**7. Blank Pages:** Unless otherwise stated, where a price has been quoted at a per page rate for a book, pamphlet, magazine or similar work, every page in the production, including cut-flush paper covers shall be chargeable at the full rate, whether printed or not.

**8. Author's Corrections:** Author's corrections on and after the first proof including alterations in style shall be an additional charge.

**9. Customer's Experimental Orders:** Work of an experimental nature prepared at the customer's request shall be considered an order and charged for accordingly.

**10. Printer's Speculative Work:** Sketches, dummies and designs submitted by the printer on a speculative basis shall remain the printer's property and no use shall be made nor any idea obtained there from be used, without the agreement of the printer in writing.

**11. Type and Other Intermediary Material:** Unless otherwise agreed in writing, typesetting, artwork, colour separations, and/or any other intermediary material specifically required for the completion of a customer's order, shall be an additional charge.

**12. Customer's Verbal Instructions:** A printer shall not be held liable for errors or omissions arising from an oversight or a misinterpretation of a customer's verbal instructions.

**13. Colour Proofs:** No guarantee shall be given to exactly match a print production with a colour proof because of variances in proof preparation methods and substrates. However, the printer shall at all times endeavour to provide the customer with a commercially acceptable interpretation of the proof.

**14. Handling Paper Stock:** All paper supplied by the customer for the production of the customer's work shall be subject to a charge for handling, storage and profit as determined by the printer.

**15. Electronic Storage:** Unless otherwise agreed in writing the customer shall have no right or title to material stored by the printer on discs, tapes or any other form of electronic storage, but if the printer agrees to duplicate or transfer stored electronic material to the customer the printer shall have the right to charge for the service.

Discs, tapes or any other forms of electronic storage supplied by the customer shall remain the property of the customer and unless otherwise instructed in writing, the printer shall assume that these are a copy of the original.

**16. Customer's Property and Property Supplied:** Customer's property and all property supplied to the printer by or on behalf of the customer shall be held at the customer's risk. Every care will be taken to secure good results where the materials or equipment are supplied by the customer.

If any change or correction is necessary in order to supply properly finished work, the additional work shall be at the customer's expense. Responsibility shall not be accepted for sub-standard work caused by defects or unsuitability of such materials or equipment. Where the customer supplies materials adequate supplies shall be furnished to cover spoilage as agreed with the printer.

**17. Holding Press to Customer's Instructions:** Press held awaiting a customer's instructions shall be at an additional charge for the time standing.

**18. Suspended Work on a Customer's Instructions:** The suspension of any work on customer's instructions for a period of 30 days or more shall entitle the printer to payment in full for all work in progress at the time of suspension. The printer may revise the quotation for the uncompleted portion of the order before proceeding.

**19. Cancellation of Orders:** Orders shall not be cancelled except upon terms which compensate the printer for all expenses incurred and otherwise protect the printer against loss.

**20. Standing Type:** Type may be distributed after the order is complete unless written arrangements have been made to the contrary. If so a rental charge may be levied.

**21. Organisation, Platemaking, Positive or Negative Film, Plates, Blocks etc:** Unless otherwise specified in writing, in all cases where the customer has been separately invoiced with the cost of such work, the ownership of such material shall remain customer property. Unless advised in writing within a period of twelve months from the date of invoice the printer may dispose of these materials. Any proceeds arising from disposal may be used by the printer to offset the cost of storage.

**22. Delivery:** Unless specified otherwise quotations shall be based on (a) delivery at the printer's factory door, and (b) a continuous and uninterrupted delivery of the complete order.

**23. Urgent Delivery:** Should urgent delivery be agreed to, all related costs including overtime shall be an additional cost.

**24. Variation in Quantity:** Every effort shall be made by the printer to deliver the quantity specified. All quotations however are conditional upon a margin of 5% in single colour work and 10% in multicolour work being supplied under or over. Unless otherwise agreed in writing this margin shall be charged or deducted respectively on a pro rata basis.

**25. Termination for Contract for Publications:** A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as follows:

Nature of Publication	Length of Notice
Weekly _____	Three months
Fortnightly _____	Three months
Monthly _____	Six months
Quarterly _____	Six months

Notwithstanding the above the printer may terminate the contract forthwith should any sum due remain unpaid.

**26. Claims:** Any complaint shall be made in writing within 10 days of receipt of goods. Beyond this no claim shall be recognised.

**27. Outside Influences:** The printer shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, acts of God, equipment failure or mischievous damage or other causes beyond the printers control.

**28. Proof Approval:** The printer shall not be liable for errors in the finished work where a proof has been submitted to and approved by the customer. All proofs, including proofs subsequent to amendments or alterations shall be charges to the customer.

**29. Liability:** Where the customer is a company or person in trade the Consumers Guarantee Act 1994 will not apply. The printer shall not be liable for any indirect or consequential loss of for the loss to a customer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery.

No warranty shall be given or responsibility accepted by the printer to ensure that goods produced comply with the requirements of any legislation relating to the marking and/or labelling and/or packaging of goods. Compliance with the requirements of any such legislation shall be the sole responsibility of the customer.

**30. Illegal or Libellous Matter:** The printer shall not be required to print any matter which in the printer's opinion is or may be illegal or libellous in nature or in breach of the Fair Trading Act 1986 or any other statute or any provision thereof.

The printer shall be indemnified by the customer in respect of any claims, costs and/or expenses arising from or out of any illegal or libellous matter or any breach of the Fair Trading Act 1986 or any other statute or any infringement of copyright, patent or design.

**31. Suitability of Goods:** No guarantee shall be given or implied that the goods supplied at the customer's instructions or designed by the printer to those instructions are suitable for specific market requirements.

**32. Payment Term:** Unless otherwise stipulated by the printer or otherwise agreed between the printer and the customer, payment of the printer's account is due in full on or before the 20th of the month following delivery.

Property in goods sold by the printer will not pass until the buyer has made payment in full to the printer. Collection costs incurred by debt collectors to be recovered from customer.

**33. General Lien:** The printer shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in the printer's hands and the printer shall be entitled upon the expiration date of 145 days notice, to dispose of the goods or property as the printer thinks fit and apply the proceeds towards such debt.