



# bringing your business image to life through design, print and promotion

## Application to Open Credit Account

To be completed by applicant

Please complete all sections and read the terms overleaf

Trading Name: ..... Date: .....

Phone: ..... Fax: .....

Mobile: ..... Email: .....

Billing Address: ..... Physical Address .....

..... Post Code ..... Post Code .....

### Companies to complete

Approx Monthly spend ..... Company No.: ..... Established: .....

Contact 1: ..... Contact 2: .....

Position: ..... Position: .....

Phone: ..... Phone: .....

### Details of Owner (If Sole Trader) Partners (If Partnership) or Directors (company)

Full Name: .....	Full Name: .....
Home Address .....	Home Address .....
..... Post Code .....	..... Post Code .....
Home Ph: ..... DOB: .....	Home Ph: ..... DOB: .....

### Other Details Required

Solicitors name: ..... Phone: .....

Accountants name: ..... Phone: .....

I certify that the above information is true and correct and that I am authorised to make this application for credit. I authorise the use of my personal information as detailed in the privacy act clause overleaf. I have read and understand the Terms and Conditions of having this account (overleaf) which form part of and are to be read in conjunction with this credit Account Application and agree to be bound by these conditions.

I agree that if I am a director or a shareholder (owning at least 15% of the shares) I shall be personally liable for the performance of the customers obligations under this contract.

Customer Signed: .....

Name: .....

Position: .....

Date: ..... DOB: .....

Office Use only: Processed by: ..... PPSR  C/C  Approved  RDD2

# Terms and Conditions



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## FULL TERMS OF TRADE AND CREDIT as at August 2009

rainbowdigital ltd (the supplier) and the customer (the purchaser/buyer) agree that:

### 1. Quotations

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

### 2. Acceptance

We have the right to alter any quotations that has not been 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 (a) variation or alteration to the conditions and specifications or (b) increase in material and or labour costs may increase the quoted price.

### 5. Experimental and/or Creative Work

Experimental work, preliminary sketches, dummies and other creative work, intermediate materials and any resultant goods must be paid for by the customer unless the cost is separately identified and provided for as part of the quoted price and the customer shall not use any proposal or idea from rainbowdigital ltd for content, medium, layout or presentation until such work has been paid for.

### 6. Colour Proofs

rainbowdigital ltd provides no guarantee that production prints will exactly match colour proofs because of variations in proof preparation methods and substrates. The rainbowdigital ltd will however use its best endeavours to provide a commercially acceptable finished product.

### 7. Proof Approval

rainbowdigital ltd 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. Our policy is also to have happy customers, if you find an error in your final print please call us to discuss.

### 8. Holding of Plant to Customer's Instructions

If any plant is set up to print or otherwise work on the customer's job or on goods being prepared for the customer and the progress or completion of the work is delayed by or on behalf of the customer the customer will pay rainbowdigital ltd's waiting charges for such plant.

### 9. Customer's Property

rainbowdigital ltd will take reasonable care of the customer's property but the risk shall be on the customer and the rainbowdigital ltd shall not be responsible for any damage. Unless it is otherwise agreed in writing rainbowdigital ltd will not be responsible for insurance cover. Unless otherwise agreed in writing, rainbowdigital ltd may dispose of any materials held twelve months following the date of the invoice.

### 10. Intermediate Materials (that product which comes into existence during the preparation or processing of the customer's order but which is not the final product).

Ownership of intermediate materials except those supplied by the customer will remain rainbowdigital ltd's property.

### 11. Electronic Images and/or Files

rainbowdigital ltd is not responsible for accidental damage to any electronic material supplied and such material is held at the customer's risk. rainbowdigital ltd 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 rainbowdigital ltd's own electronic records shall remain the property of the rainbowdigital ltd.

If any electronic file held by rainbowdigital is required for any external purpose rainbowdigital reserves the right to charge for retrieval, conversion and sending of those files. A minimum rate may apply

### 12. Quantity

Unless otherwise agreed rainbowdigital ltd will deliver the quantity specified, if the agreed amount can not be delivered for any reason rainbowdigital has the right to adjust the invoice up or down.

### 13. Delivery

If rainbowdigital ltd organises delivery of goods, a reputable courier firm is used for dispatch of orders. rainbowdigital ltd is indemnified against and cannot be held accountable for lateness of deliveries if your parcel is delayed during shipment. However rainbowdigital ltd will endeavour to track the parcel and work with you on the best solution to help resolve any issue that may arise.

### 14. Termination or Suspension of Contract

Notwithstanding any other clause in this agreement, where a contract is suspended or cancelled by the customer, all work carried out and goods supplied by rainbowdigital ltd will be paid for by the customer forthwith on presentation of the invoice. Contracts for the printing of periodicals may only be cancelled on rainbowdigital ltd receiving the agreed amount of notice in writing. If there is no such agreement, the notice period shall be two months. If work is suspended the customer will pay any additional costs or for any loss caused to rainbowdigital ltd by the suspension.

### 15. Claims/Issues

Complaints regarding finished goods or account queries must be received by rainbowdigital ltd within 7 days of receipt of goods order/invoice. All claims are case by case but after this 7 day period rainbowdigital ltd is not liable to fix, repair, reprint, discount or negotiate.

### 16. Illegal or Libellous Material

rainbowdigital ltd is not required to reproduce any material or produce any goods that are, in rainbowdigital ltd's opinion, illegal, objectionable, or libellous in nature or that is in breach of any copyright, patent, design or statute. rainbowdigital ltd 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 rainbowdigital ltd 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 rainbowdigital ltd to the customer.

### 17. rainbowdigital ltd'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. rainbowdigital ltd 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 rainbowdigital ltd 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 rainbowdigital ltd or suitable for any market requirement. rainbowdigital ltd shall not be responsible for any delay, default, or consequential loss or damage due to any industrial disputes, accidents, natural disasters, acts of terrorism, war, equipment failure, mischievous damage or other cause beyond rainbowdigital ltd's control.

### 18. Payment and Default Consequences

rainbowdigital ltd does not offer credit unless an account form is completed, approved and these terms and condition are accepted in full. Payment is due in full on or before the 20th of the month following completion unless otherwise stated in these terms or in rainbowdigital ltd's invoice to the customer. If invoices are not paid in full and on time the customer will pay collection and/or collection agency and/or 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 on any unpaid amount from the due date until payment in full at the rate of 24% per annum and such penalty interest shall continue to be payable after and notwithstanding any judgement obtained by rainbowdigital ltd against the customer. The customer will also pay a \$12.50 account fee for each calendar month the invoice is unpaid in part or full. If rainbowdigital ltd finds it necessary to sue the customer, service of any document will be deemed to be effected on the customer if that document is left at the address shown as the customer's business address or home address or registered address.

### 19. Dispute Resolution

The attention of the customer is drawn to the mediation facility offered by Printing Industries New Zealand Incorporated. The law applicable to the supply of the goods shall be the law of New Zealand and any disputes shall be adjudicated in the New Zealand courts.

### 20. Jurisdiction:

If there is any requirement for action to be taken against the customer by rainbowdigital ltd all actions whether hearings and/or court matters will be heard in Porirua, Wellington.

### DECLARATION:

- On behalf of (or as) the customer I have read and understand the Terms of Trade stated above and this page and agree to abide by them.
- Under the terms of the Privacy Act 1993, The Customer and the Guarantor (if separate to the Customer) authorizes rainbowdigital ltd to collect, retain and use any information about the customer and/or the Guarantor, to provide rainbowdigital ltd with such information as rainbowdigital ltd may require in response to your credit enquiries. I also authorise you to furnish to any third party, details of this application and any subsequent dealings that the customer may have with you.
- If any separate contract for the supply of goods has terms which are inconsistent with terms of this agreement the terms of the separate contract shall predominate over the terms of this agreement.
- Where the Buyer is a natural person the authorities under (Declaration clause 2 and 3) are authorized and/or consents for the purposes of the Privacy Act 1993

If this form is faxed, I the signatory will forward the original signed copy to the rainbowdigital ltd. I declare that I have the authority to enter this agreement on behalf of the customer.

I have read and understand the terms of this contract

Customer:

Signed: ..... Date: .....

Print Name: ..... Title: .....

*This form must be signed by the sole trader personally and preferably by a director of the customer company or by a partner of a partnership or a trustee of a trust. If the signatory is not a director, partner or trustee, he or she must be authorised in writing by a director, partner or trustee to sign this application on behalf of the customer. Remember also that consent under the Privacy Act must be given by the person about whom information is to be sought or provided. An employee cannot normally give consent to the release of information about his or her employer. The Privacy Act does not apply to companies but does apply to the human beings who are sole traders, partners or trustees.*

Now the formalities are over lets get on with a great business relationship. I look forward to bringing your business image to life through design, print and promotion.  
Steve Lovell Director