

SIGNS OF SUCCESS LTD

TERMS AND CONDITIONS OF SALE

INTRODUCTION

These Terms and Conditions of Sale apply to all Goods and Services from time to time provided by Signs of Success Ltd to the purchaser of those goods ("The Buyer").

Acceptance of a quotation includes the acceptance of the following conditions unless modified in writing in the body of the quotation or unless expressly agreed elsewhere in writing.

ORDERING

Buyers are recommended to place orders in writing. Signs of Success Ltd shall not be responsible for errors or omissions due to oversight or to misinterpretation of Buyer's verbal instructions.

Quotations are only for work according to original specifications. If through the Buyer's error, or omission, work has to be redone or alterations or additions to specifications are required, then Signs of Success Ltd may include an additional charge. In the event that an order is cancelled or suspended by the Buyer, then Signs of Success Ltd may immediately require the Buyer to pay for work done to the date of cancellation or suspension.

A quotation unless previously withdrawn stands firm for thirty days only from the date hereof unless otherwise stated and requires your confirmation and acceptance.

Signs of Success Ltd reserves the right not to undertake any work which in its opinion is or may be unlawful, offensive or otherwise inappropriate.

Every endeavour will be made to supply the correct quantity ordered, but quotations are conditional upon a margin of 10% being allowed for overs or shortages, the same to be charged for or deducted on a pro-rata basis. Should we be required to match any shade or colour a tolerance shall be allowed to such extent as shall be agreed upon at the time the colour is specified. Where other than standard colours are used a matching charge will be extra. Because of the need to have a sign dimensionally balance Signs of Success Ltd reserves the right to make minor alterations to the size of the sign.

RESPONSIBILITY

Where plans, drawings of specification are supplied to Signs of Success Ltd we are not responsible for their practicability or their compliance with Government and local authority by-laws. The Buyer is solely responsible for obtaining necessary permits in relation to the installation and usage of any signs supplied by Signs of Success Ltd who accepts no responsibility for non-compliance with Government or local authority by-laws in this regard.

PRICES

Quoted prices are based on the costs of materials, labour and services as at the date of the quotation. Should there be any increase in these costs, as are necessarily incurred by Signs of Success Ltd in completing the order, then such increases shall be added to the quoted price and be payable by you to Signs of Success Ltd on the date that the balance of the price is payable in accordance with this provision.

Quotations are only for work according to original specifications. If through the Buyer's error or omission work has to be re-done or alterations or additions to specifications are required by you, such extra work involved will carry an additional charge.

In addition, installation, vinyl and paint removal charges which may in the first instance be an estimate based on information supplied at the time of the quotation may be adjusted to reflect the full cost incurred once these aspects have been completed.

Experimental work, preliminary sketches and designs etc., produced at the Buyer's request will constitute an order and will be charged for even if the job does not proceed further.

Sketches and prototypes submitted on a speculative basis shall remain the property of Signs of Success Ltd and no use of same shall be made, nor shall any idea obtained there from be used.

Upon the Buyer making appropriate payment to Signs of Success Ltd the property shall pass to the Buyer.

Charges made for initial setting-up do not give the Buyer any rights to dies, jigs, screens, patterns, films etc., which at all times remain our property unless otherwise agreed in writing.

VARIATIONS: Signs of Success Ltd may, at their sole discretion (and where Signs of Success Ltd deems it necessary), change the specifications of materials originally quoted to similar or better quality alternative. Variances in price of more than 10% will be subject to the Buyers approval.

ADDITIONAL FEES: Permit fees, drawing and engineers calculations etc., required by local authorities shall be charged as extras.

PACKING AND FREIGHT: The quotation is for the cost ex-factory, any additional charge for packing and freight shall be paid by you.

INSTALLATION: All prices for installation are strictly estimates only and will not be binding as in a quotation.

PRIMARY WIRING: Quotations do not include the cost of primary wiring. A separate quote for primary wiring will be supplied if desired.

RUSH RATES: Should expedited delivery be required an extra charge may be made.

GST and other taxes and duties that may be applicable shall be added to the price except when they are expressly included.

TERMS OF PAYMENTS

Standard Terms of Payment are 50% deposit with the order unless otherwise arranged, the balance payable immediately at completion. At Signs of Success Ltd's sole discretion payment shall be due on delivery of the goods.

After work has been in hand for one month a progress payment up to seventy-five percent of value of work done may be requested. Further progress payments calculated on the same basis may be made from month to month on account of work done until completion of the work.

All prices quoted are unless otherwise stated net, ex factory, strictly payable as per the terms on the front of an invoice or any other forms. If no time is stated then payment shall be due within 7 days following the date of the invoice. Payment will be made by cash, cheque, bank cheque, direct credit or by any other method as agreed to between Signs of Success Ltd and the Buyer.

In the event of payment not being received by the end of said term, interest at current ruling bank rates may be charged by the seller on the overdue balance from the first day of the month following the due date for payment. The charging of interest does not imply the granting of any extension of the credit terms above.

The Buyer will in addition be liable to pay all expenses and costs (including legal costs as between solicitor and Buyer) in relation to recovery of any overdue amount, or of any remedy sought by Signs of Success Ltd whether or not such action is successful. Late payment interest will accrue after as well as before any judgement.

In the event that a Buyer's payment is dishonoured for any reason the Buyer shall be liable for any dishonor fees incurred by Signs of Success Ltd.

CANCELLATION OF ORDERS: In the event of firm orders being cancelled, suspended for thirty days, or altered for any reason, all costs incurred prior to same will be charged.

RETENTIONS: Unless specifically stated in the body of a quotation no retentions will be recognised nor will any other special conditions of contract affect a quotation unless stated. Special conditions where applicable must be agreed upon in writing prior to acceptance of order.

AUTHORITY TO SIGN: The person signing a quotation on behalf of the BUYER acknowledges that he/she together with any nominated person are personally responsible for the debt or that they are duly authorised officers of a limited liability company and have authority to bind the company.

DELIVERY

Delivery times are given in good faith based on all information in our possession at the date of this offer and Signs of Success Ltd do not accept any liability whatsoever for delays in delivery due to circumstances beyond our control. At Signs of Success's sole discretion the cost of delivery are in addition to the Price, and where applicable charged to the Buyer's account.

STORAGE: If we do not receive forwarding instructions sufficient to enable us to deliver within fourteen days after notification that the goods are ready for dispatch the Buyer shall be deemed to have taken delivery of the goods and Terms of Payment shall apply as from such date. Storage is at the Buyer's risk and chargeable if considered necessary.

GOODS IN TRANSIT: We will not be responsible for loss or damage to goods in transit and the Buyer is required to insure goods against loss or other risks immediately following dispatch.

WARRANTY/INDEMNITY

Whilst all care and attention is undertaken by Signs of Success Ltd to deliver and/or install goods of the highest quality, and to ensure that all components (including inks, paints, vinyl, media and other materials) are purchased from reputable manufacturers, Signs of Success Ltd does not guarantee the manufacture of such items.

For Goods not manufactured by Signs of Success Ltd, the warranty shall be the current warranty provided by the original manufacturer of the Goods.

Signs of Success Ltd shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the original manufacturer of the Goods.

The Buyer acknowledges that any claim made by Signs of Success Ltd of the Goods is based on the original manufacturer's information (and of typical usage) and the actual life span may vary. This is out of Signs of Success Ltd's control and it is recommended that the Buyer take reasonable care, and ensure ongoing maintenance of the Goods.

The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery notify Signs of Success Ltd of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote.

The Buyer shall afford Signs of Success Ltd an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage.

For defective Goods, which Signs of Success Ltd has agreed in writing that the Buyer is entitled to reject, Signs of Success Ltd's liability is limited to either (at Signs of Success Ltd's discretion) replacing the Goods or repairing the Goods.

Goods will not be accepted for return other than in accordance with above.

BUYERS PROPERTY: Where a Buyer supplies specifications, plans, plant, goods or materials of any kind these shall be held by Signs of Success Ltd. at the Buyer's risk. All care will be taken but no responsibility for any damage thereto will be accepted by Signs of Success Ltd during such time. Signs of Success Ltd reserves the right to dispose of materials if they are not collected by the Buyer within one calendar month after the work is completed.

ILLEGAL MATTER: The Buyer shall indemnify Signs of Success Ltd in respect of any claims, costs and expenses arising out of any illegal or libellous matter, infringement of copyright, patent or design supplied by the Buyer.

TAXES: The Buyer is liable for all taxes and similar Government charges levied upon that Buyer's work. This includes tax, which may or may not have been shown on the quotation or invoice.

OWNERSHIP

The ownership of any sign or signs delivered to the Buyer remain the property of Signs of Success Ltd and shall not pass to the Buyer until all accounts owing to Signs of Success Ltd have been paid in full.

Until payment the Buyer shall keep the goods in question for Signs of Success Ltd and if required shall store goods in such a way that they be identified the property of Signs of Success Ltd.

In the event of default, Signs of Success Ltd shall be entitled to take all reasonable steps to regain possession of the goods, including entry to the Buyer's premises and detachment of the goods from any building or other object without being liable to make good any resulting damage, or to meet any claim by the owner or lessor of any such building or object.

INTELLECTUAL PROPERTY

Where Signs of Success Ltd has designed, drawn or written Goods for the Buyer, then Signs of Success Ltd retains all intellectual property rights, including copyright, patents, registered designs, or protection of confidential information in respect of any works undertaken by Signs of Success Ltd for the Buyer. Such Goods shall only be used by the Buyer at Signs of Success Ltd's discretion. The Buyer shall not use nor make copies of such Intellectual Property in connection with any work or business other than the work or business specified in writing to Signs of Success Ltd, unless express approval is given in advance by Signs of Success Ltd. Such licence shall terminate on default of payment or any other terms of this agreement by the Buyer.

The Buyer will at all times keep Signs of Success Ltd advised of any infringement or potential infringement by a third party of Signs of Success Ltd's intellectual property rights.

The Buyer shall indemnify Signs of Success Ltd against any claims by third parties for patent, trademark, design or copyright infringement, directly or indirectly arising out of the design, workmanship, material, construction, or use of the Goods or any other deficiency therein. Where the Buyer has supplied drawings, sketches, files or logos to Signs of Success Ltd, the Buyer warrants that the drawings, sketches, files or logos do not breach any patent, trademark, design or copyright, and the Buyer agrees to indemnify Signs of Success Ltd against any action taken by a third party against Signs of Success Ltd.

The Buyer hereby authorises Signs of Success Ltd to use photographic images or samples of the Goods designed or produced by Signs of Success in advertising, marketing, or competition material.

CONSUMER GUARANTEES ACT 1993

If the Buyer is acquiring Goods for the purposes of a trade or business, the Buyer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Signs of Success Ltd to the Buyer.

PRIVACY ACT 1993

In relation to the Privacy Act 1993 the Buyer acknowledges that:

The Buyer authorises Signs of Success Ltd to collect, retain and use any information about the Buyer for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer and enabling Signs of Success Ltd to communicate with the Buyer for any purpose.

Such personal information (where applicable) is collected by and will be held by Signs of Success Ltd whose address is specified in the quotation. The Buyer has the right under the Privacy Act to obtain access to, and request correction of, any personal information held by Signs of Success Ltd.

The Buyer authorises Signs of Success Ltd to disclose information about the Buyer whether collected by Signs of Success Ltd from the Buyer directly or obtained by Signs of Success Ltd from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Buyer.

The Buyer authorises Signs of Success Ltd at any time to obtain from any person or entity any information which Signs of Success Ltd requires to process and/or accept any application for credit.

The Buyer authorises any person to release to Signs of Success Ltd for the purpose of establishing the Buyer's creditworthiness any personal information that person holds concerning the Buyer.

If the Buyer fails to provide any information requested by Signs of Success Ltd in respect of any application for credit, such credit may not be provided.

GENERAL

If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of Wellington.

Signs of Success Ltd shall be under no liability whatsoever to the Buyer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by Signs of Success Ltd of these terms and conditions.

In the event of any breach of this contract by Signs of Success Ltd the remedies of the Buyer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

ASSIGNMENT: Signs of Success Ltd is entitled at any time to assign to any other party all or any part of a debt which is owing to Signs of Success Ltd.

Signs of Success Ltd may also assign or sub-contract any part of the work which is to be performed under any contract.

In respect of such assignment (in either case) the assignee shall be entitled to the full rights of Signs of Success Ltd previously applying.

SET OFF: Signs of Success Ltd (or any such assignee) shall be entitled to set off against any monies which may be or may be alleged to be owing to the Buyer, the amount of any debt incurred or payable by the Buyer to Signs of Success Ltd, or to such assignee.

The Buyer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Buyer by Signs of Success Ltd nor to withhold payment of any invoice because part of that invoice is in dispute.

DISPUTES: In the event of any dispute arising between Signs of Success Ltd and the Buyer, such dispute shall in the first instance be referred to mediation for resolution.

In the event that resolution by such manner is not achieved to the satisfaction of both parties within 30 days of referral to mediation, then either party may take legal action to resolve the dispute.

Nothing in this clause prevents Signs of Success Ltd from taking legal action to enforce payment of any debt due, nor where required to seek interlocutory or injunctive relief.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

Signs of Success Ltd reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Signs of Success Ltd notifies the Buyer of such change.

The failure by Signs of Success Ltd to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Signs of Success Ltd's right to subsequently enforce that provision.