



1. Introduction

1.1 These Terms and Conditions of Sale apply to all Goods and Services from time to time provided by River City Signs and Stripes Ltd to the Client of those goods ("the Client").

1.2 In the event that other terms and conditions are imported into any contractual documentation between River City Signs and Stripes Ltd and the Client then, unless specifically authorised in writing by a director of River City Signs and Stripes Ltd, these Terms and Conditions of Sale shall prevail.

2. Ordering

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

2.3 A quotation, unless previously withdrawn, is valid only for 30 days from the date it is given, unless otherwise specifically stated in the quotation form. Following this a new quotation will be required for any goods or services ordered.

2.4 River City Signs and Stripes Ltd reserves the right not to undertake any work which in its opinion is or may be unlawful, offensive, or otherwise inappropriate.

2.5 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 unders, these to be charged or deducted on a pro rata basis. Should River City Signs and Stripes Ltd be required to match any shade or colour, then a tolerance will be allowed to such extent as shall reasonably achieve a match.

2.6 Where expedited delivery is requested by the Client, then an extra charge may be added to the quoted price.

3. Prices

3.1 The prices of goods or services supplied are as shown on River City Signs and Stripes Ltd quotation, acceptance order, invoice, or other document. River City Signs and Stripes Ltd reserves the right to charge for delivery, in addition to the amount shown in the quotation, acceptance of order, or other document. 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 quotation, may be adjusted to reflect the full cost incurred once these aspects have been completed.

3.2 Permit fees, drawing and engineer's calculations, and other additional charges necessarily incurred to fill an order, are in addition to the quoted price. Quotations do not include the cost of primary wiring. If primary wiring is required, then a separate quote will be given for that part of the work.

3.3 Because of the need to have a sign dimensionally balanced River City Signs and Stripes Ltd reserves the right to make minor alterations to the size of the sign. Also where materials are not available for any reason River City Signs and Stripes Ltd reserves the right to substitute materials of a similar specification.

3.4 Experimental work, preliminary sketches and designs and origination costs produced at the Client's request will constitute an order, which 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 River City Signs and Stripes Ltd, and no use of them shall be made, nor shall any idea obtained from them be used by the Client. Upon the Client making appropriate payment to River City Signs and Stripes Ltd property in these items shall pass to the Client. Charges made to the Client for initial setting up or origination do not give the Client any rights to dies, jigs, screens, patterns, films, or any other mediums containing such works. These shall at all time remain the property of River City Signs and Stripes Ltd, unless otherwise specifically agreed in writing.

3.5 Goods and Services Tax and any other tax duty or impost necessarily incurred (other than River City Signs and Stripes Ltd own income tax) in the course of completing the work, shall be payable by the Client in addition to the quoted price, payable upon demand.

3.6 Quoted prices are based on the cost 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 River City Signs and Stripes Ltd in completing the order, then such increases may, at River City Signs and Stripes Ltd sole discretion, be added to the quoted price, payable at the same time, and in the same manner as the balance of the quoted price.

4. Payment Terms

4.1 River City Signs and Stripes Ltd standard terms of payment are C.O.D at completion of delivery/installation. Credit can be applied for by filling in a Credit Application form, which will apply to all subsequent work completed by River City Signs and Stripes Ltd for the Client. Terms of credit accounts are strictly 20th of the month following completed work.

4.2 If payment is not made on due date, then River City Signs and Stripes Ltd may charge interest on the overdue amount calculated on a daily basis from the due date until actual payment. This interest charged shall be at a rate of 25% per annum, but calculated on a daily basis on the amount outstanding from time to time. The Client will in addition be liable to pay all expenses and costs (including legal costs as between solicitor and client) in relation to the recovery of any overdue amount, or of any other remedy sought by River City Signs and Stripes Ltd, whether or not

such action is successful. Late payment interest shall accrue after as well as before judgement. Should River City Signs and Stripes Ltd bankers dishonour a Client's cheque, then the Client agrees to pay to River City Signs and Stripes Ltd, on each and every occasion, a \$25.00 administration charge.

4.3 Progress payments may be required where work is completed over an extended period of time. After work has been in hand for one month or more, a progress payment of up to 75% of the value of the work completed may be requested. Further progress payments calculated on the same basis may be required to be paid on a monthly basis, until completion of the work.

6. Risk and Title

6.1 Risk in goods will pass to the Client immediately upon delivery. River City Signs and Stripes Ltd will not be responsible for loss or damage to goods in transit, and the Client is required to insure goods against loss or other risks immediately following despatch.

6.2 Where the Client supplies plans, specifications, plant, goods or materials of any kind these shall be held by River City Signs and Stripes Ltd at the Client's risk. Whilst all care will be taken by River City Signs and Stripes Ltd, no responsibility is accepted for any damage to materials during such time, and River City Signs and Stripes Ltd reserves the right to dispose of materials if they are not collected by the Client within one calendar month after the work is completed.

6.3 Notwithstanding the above title in the goods will not pass to the Client until payment in full by the Client of all goods and services from time to time supplied by River City Signs and Stripes Ltd to the Client. River City Signs and Stripes Ltd other rights and remedies in respect of this security interest are as specified in Clause 9.10 hereof.

7. Warranty/Indemnity

7.1 Whilst all care and attention is undertaken by River City Signs and Stripes Ltd to deliver and/or install goods of the highest quality, and to ensure that all components (including vinyl, inks, media, paints and other materials) are purchased from reputable manufacturers, River City Signs and Stripes Ltd does not guarantee the manufacture of such items. Where any defect or alleged defect is beyond the ability of River City Signs and Stripes Ltd to control quality, River City Signs and Stripes Ltd has no liability. Any defects due to faulty workmanship must be notified within 7 days after delivery. Any such defects will, at the discretion of River City Signs and Stripes Ltd, be repaired or replaced free of charge.

7.2 Other than as provided in Subclause 7.1 hereof all warranties, representations or promises howsoever made, whether express, or implied by law are excluded and negated. In particular, where the Client acquires or holds itself out as acquiring, the goods for the purposes of a business the Consumer Guarantees Act 1993 will not apply.

7.3 Notwithstanding any other provision herein the total liability of River City Signs and Stripes Ltd will at all times be limited to replacing goods or materials or workmanship which are defective to the value received by River City Signs and Stripes Ltd under the relevant contract. No claim for consequential losses or damages of any kind will apply.

7.4 The Client will indemnify and hold harmless River City Signs and Stripes Ltd against any losses, liabilities, costs or actions suffered or incurred as a consequence of any third party claiming that work undertaken by River City Signs and Stripes Ltd is offensive or illegal, in breach of any intellectual property right, or other right which such third party may have.

8. Termination

8.1 If the Client is at any time in default of any of its obligations, covenants or agreements under these Terms and Conditions of Sale, then River City Signs and Stripes Ltd may, by notice in writing to the Client, terminate any contract.

8.2 In such event the Client shall be liable to pay for the cost of any work (including preliminary work) undertaken at that time. Such cost shall be payable as a debt due immediately upon demand.

9. General

9.1 Applicable Law/Unenforceability

9.1.1 The law applying to any contract arising between River City Signs and Stripes Ltd and the Client shall be the law of New Zealand.

9.1.2 In the event that any provision contained in these Terms and Conditions, or in any other collateral agreement or document between River City Signs and Stripes Ltd and the Client is deemed illegal or unenforceable, then such provision shall be deemed to be excluded therefrom, but only to the extent required to remedy the illegality or unenforceability, and these terms and conditions, and such collateral document shall in all other respects apply in accordance with their stated terms.

9.2 Assignment

9.2.1 River City Signs and Stripes Ltd is entitled at any time to assign to any other party all or any part of a debt which is owing to River City Signs and Stripes Ltd.

9.2.2 River City Signs and Stripes Ltd may also assign or sub-contract any part of the work, which is to be performed under any contract.

9.2.3 In respect of such assignment (in either case) the assignee shall be entitled to the full rights of River City Signs and Stripes Ltd previously applying.

9.3 Set-Off

9.3.1 River City Signs and Stripes 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 Client, the amount of any debt incurred or payable by the Client to River City Signs and Stripes Ltd, or to such assignee.

9.4 Waiver

9.4.1 All rights, powers and entitlements of River City Signs and Stripes Ltd at law in respect of any contract shall remain in full force, notwithstanding any neglect, forbearance, delay, or waiver by River City Signs and Stripes Ltd in enforcing them.

9.4.2 In the event that River City Signs and Stripes Ltd waives or is deemed to have waived any condition, then unless such waiver is in writing and signed by the director of River City Signs and Stripes Ltd, no such waiver shall be accepted. If accepted, such waiver shall apply only to the extent that it is specifically given, and shall not be deemed to affect any other dealing or matter between the Client and River City Signs and Stripes Ltd.

9.5 Authority to Sign

9.5.1 The person signing any quotation on behalf of the Client acknowledges that they have authority to bind the Client.

9.5.2 In the event that, due to alleged deficiency in such authority, the Client is not liable then the person signing will be personally liable for payment of the debt arising.

9.6 Intellectual Property Rights

9.6.1 Unless it is specifically agreed in writing to the contrary River City Signs and Stripes Ltd retains all intellectual property rights, including copyright, patents, registered designs, or protection of confidential information in respect of any works undertaken by River City Signs and Stripes Ltd for the Client.

9.6.2 The Client will at all times keep River City Signs and Stripes Ltd advised of any infringement or potential infringement by a third party of River City Signs and Stripes Ltd intellectual property rights.

9.6.3 The Client will also immediately advise River City Signs and Stripes Ltd of any alleged infringement by River City Signs and Stripes Ltd of a third party's intellectual property rights. The Client will indemnify and hold harmless River City Signs and Stripes Ltd against any losses, costs, actions or liabilities suffered or incurred as a consequence of such infringement or alleged infringement.

9.7 Right of Variation

9.7.1 River City Signs and Stripes Ltd reserves the right at any time to vary these Terms and Conditions of Sale, by notification to its customers.

9.8 Disputes

9.8.1 In the event of any dispute arising between River City Signs and Stripes Ltd and the Client, such dispute shall in the first instance be referred to mediation for resolution.

9.8.2 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.

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

9.9 Privacy Act

9.9.1 In relation to the Privacy Act 1993 the Client acknowledges that:

(a) Personal information collected or held by River City Signs and Stripes Ltd may be held, used or disclosed for any of the following purposes: administering (whether directly or indirectly) contracts or enforcing rights under contracts, marketing goods and services from time to time (including through River City Signs and Stripes Ltd National Office or any other River City Signs and Stripes Ltd), ascertaining at any time the Client's creditworthiness, and obtaining credit reports, character references or credit statements, enabling River City Signs and Stripes Ltd to notify any credit agency of any application for credit or default on any obligation of the Client to River City Signs and Stripes Ltd, and enabling River City Signs and Stripes Ltd to provide such personal information to any credit agency. Also enabling River City Signs and Stripes Ltd to communicate with the Client for any purpose.

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

(c) The Client authorises River City Signs and Stripes Ltd at any time to obtain from any person or entity any information which River City Signs and Stripes Ltd requires to process and/or accept any application for credit.

(d) The Client authorises any person to release to River City Signs and Stripes Ltd for the purpose of establishing the Client's creditworthiness any personal information that person holds concerning the Client.

(e) If the Client fails to provide any information requested by River City Signs and Stripes Ltd in respect of any application for credit, such credit may not be provided.

9.10 Personal Property Securities Act ("PPSA")

9.10.1 In respect of the security interest created by Clause 6.3 hereof:

(a) This security interest shall apply to all goods from time to time supplied by River City Signs and Stripes Ltd to the Client.

(b) The Client shall not allow any goods subject to such security interest to become an accession to other goods.

(c) The Client waives its right to receive a copy of any verification statement following registration of the supplier's security interest.

(d) River City Signs and Stripes Ltd may allocate any payment received from the Client against any debt owed by the Client, in any manner that River City Signs and Stripes Ltd may decide, notwithstanding any purported allegation by the Client.

(e) Where any amount owed between the Client and River City Signs and Stripes Ltd is overdue, then River City Signs and Stripes Ltd may enter any premises at which it believes such goods are located, to seize those goods, and to dispose of them as River City Signs and Stripes Ltd thinks fit, to apply such proceeds towards the amount then outstanding to River City Signs and Stripes Ltd. The Client hereby irrevocably authorises River City Signs and Stripes Ltd, and any of its agents or servants, to enter such premises, to locate, inspect, and/or seize such goods.

(f) At all times whilst such security interest exists, the Client will insure the goods for their full insurable value, noting the interests of River City Signs and Stripes Ltd as unpaid vendor.

(g) If any goods have been resold, then the sale proceeds of such resale are held upon trust for River City Signs and Stripes Ltd, and the Client will account to River City Signs and Stripes Ltd with such proceeds.

(h) River City Signs and Stripes Ltd will not be liable to the Client or any other person for the exercise of any of its rights under this clause.

(i) If River City Signs and Stripes Ltd at any time does not have priority over all secured parties in relation to any goods then, pursuant to Section 107(1) of the PPSA, for the purposes of dealing with those goods the Client and River City Signs and Stripes Ltd specifically contract out of Sections 108 and 109 of the PPSA, to the extent of replacing the words "a secured party with priority over all other secured parties", in each case, with "River City Signs and Stripes Ltd".