

Please return via email to [info@precisionsoar.co.nz](mailto:info@precisionsoar.co.nz)

**OR** Mail to **Att. Accounts: 20 Vesty Drive, Mount Wellington, Auckland 1060**

NZBN 9429047527287

**Company Details**

Company Name:	ABN:
Address:	
Account Name:	Phone:
Email:	

**Bank Details**

Bank:
Branch:

**Trade References**

Contact Name:	Position:
Phone:	Fax:
Email:	

**Guarantor Information**

I/We acknowledge that I/we have read, understood and are bound by the Trading Terms. I/We accept and consent to the guarantee and indemnity clause of the Trading Terms (clause 9) and by execution below consent, acknowledge, understand and agree that I/we will be a "Guarantor" for the purposes of that clause. **WARNING: YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING AS A GUARANTOR.**

Signed:	Signed:
Name:	Name:
Position:	Position:
Home Address:	Home Address:

**Terms & Conditions** (see overleaf for full terms)

The applicant whose Name, address and other relevant details appear above ("the customer") hereby applies to Precision at Soar for a 30 day credit account.

1. Warrants that all information provided in this application to Precision at Soar is true and correct in every detail.
2. Certifies that (if the undersigned is not the customer), the undersigned is duly authorised by the customer to sign this application on the customer's behalf and in a manner legally binding upon the customer.
3. Authorises Precision at Soar to make any enquires and/or exchange or disclose any information concerning the customer's credit worthiness from or to any person or other source.

Name:
Signed:
Date:

## 1. INTRODUCTION

1.1 Application of Terms and Conditions These Terms and Conditions are incorporated into any contract between Precision@Soar and client for the supply of goods and/or services by Precision@Soar to the client.

1.2 Interpretation In these Terms and Conditions;

"Business Day" has the meaning given to the term "working day" in section 29 of the Interpretation act 1999.

"client" means the person(s) to whom the Quote is provided.

"Estimate" means the estimate referred to in subclause 2 (as amended with clause).

"Goods" means the final goods produced by Precision@Soar by completing the order.

"Order" means the work required to be done in order to fulfil the client's instructions.

"Precision@Soar" means Precision @ Soar Limited, NZBN9429047527287."Quote" means the quote described in clause 2.1.2.

## 2. QUOTATIONS

2.1 Precision@Soar to supply quote. Precision@Soar may give the client a quotation specifying:

a) The work required to be done in order to fulfil the client's instructions; and  
b) An estimate of Precision@Soar's charge. The quotation shall not constitute an offer and may be varied or withdrawn by Precision@Soar at any time prior to acceptance by the client.

2.2 Acceptance by Client when Precision@Soar has given the client the quotation:

a) Precision@Soar need not commence work until the quote has been accepted by the client.

b) The client may accept the quotation by instructing Precision@Soar to commence work.

c) Acceptance by the client of the quote will constitute acceptance by the client of these Terms and Conditions.

2.3 Quote evidence of instructions If a written quote is accepted by the client, the written quote will be conclusive proof of the client's instructions and the Order.

2.4 Revision of Estimate Unless Precision@Soar and the client agree otherwise, the Estimate contained in the quote may at any time before the order is completed, be amended by Precision@Soar to take into account any rise or fall in the cost of performing the Order.

## 3. CHARGES

3.1 Invoices when the Order has been completed, Precision@Soar may issue an invoice to the client for the amount of the Estimate (or revised Estimate) or, if no Estimate was made, an amount representing Precision@Soar's charge for the work done, and for any of the other charges specified in clause 3.2. If permitted by these Terms and Conditions, Precision@Soar may, at other times, issue invoices to the client.

3.2 Charges additional to quoted price. In addition to the amount of the estimate, Precision@Soar may charge the client:

a) the amount of any G.S.T payable on:

(i) the Goods

(ii) any goods produced in the course of performing the order

b) fees for any preliminary work required to be done as a result of the client's request

c) fees for additional work required to be done as a result of the client's changing his, her or its instructions or by the material being badly presented;

d) fees and other charges for work required to be done urgently, including any overtime costs;

e) fees for handling or storing material or equipment supplied by the client for the purposes of the order;

f) freight costs and charges;

g) costs (on a solicitor-client basis) incurred by Precision@Soar in enforcing Precision@Soar's rights pursuant to these Terms and Conditions; and

h) other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause.

3.3 Verbal Instructions Where verbal instructions only are received from the client, Precision@Soar shall not be responsible for errors or omissions due to oversight or misinterpretation of these instructions.

## 4. DELIVERY

4.1 Notification Precision@Soar must notify the client when the Goods are ready for collection.

4.2 Collection. Unless Precision@Soar and the client agree otherwise, the client must collect the Goods from Precision@Soar's premises upon being notified by Precision@Soar that the Goods are ready for collection

4.3 Rejection. The client may only reject the Goods if they do not comply with the client's instructions. If the client wishes to reject the Goods, the client must notify Precision@Soar of the rejection:

(a) If Precision@Soar is required to deliver the Goods to client's premises, within 5 Business Days of delivery (or such other time as is agreed);

(b) Otherwise within 5 Business Days of notification that the goods are ready for collection (or such other time as is agreed).

4.4 Risk The risk in the Goods passes to the client:

(a) If Precision@Soar is required to deliver the Goods to the client's premises, at the time of delivery;

(b) Otherwise at the time Precision@Soar notifies the client that the Goods are ready for collection. If the client is entitled to reject the Goods and rejects the Goods in accordance with these terms and conditions, risk reverts to Precision@Soar at the time the client notifies Precision@Soar that the goods are rejected.

4.5 Title title to the Goods passes to the client only once Precision@Soar has been paid in full for the Goods, regardless of whether risk may have passed to the client.

4.6 Quantity delivered Every endeavour will be made to deliver the correct quantity delivered, but owing to the difficulty of producing exact quantities, estimates and/or orders are conditional upon a margin of five percent being allowed for over or shortages which shall be charged or deducted on a non-on cost basis.

## 5. PAYMENT

5.1 Time of Payment Unless Precision@Soar and the client agree otherwise, on delivery of the goods in accordance with the terms and conditions, the invoice price shall be paid to Precision@Soar on or prior to that day.

5.2 Interest Precision may charge interest at 12.25% on amounts not paid within the time specified in clause 5.1.

5.3 Advance and progress payments Precision@Soar may:

(a) If Precision@Soar has not previously done work for the client, issue an invoice for the amount of the Estimate before commencing the order;

(b) If completing the Order will take more than 2 months, at any time before the Order is completed, issue one or more invoices for a proportion of the amount of the Estimate (the proportion to be at Precision@Soar's discretion) or require a proportion of the estimate to be paid in advance of any work being done.

5.4 Suspension of work If the order is suspended for more than 30 days at the request of the client or as a result of something for which the client is responsible, Precision@Soar may issue an invoice for a particular sum (to be specified by Precision@Soar) for the work already done and for costs incurred by Precision@Soar (such as storage costs).

5.5 Damages The client must pay Precision@Soar any costs, expenses or losses incurred by Precision@Soar as a result of the client's failure to pay Precision@Soar all sums outstanding from the client to Precision@Soar (including, without limiting the generality of the obligation set out in this clause, any debt collection and legal costs).

## 6. NON - PAYMENT

6.1 Retention of ownership. Until the client has paid all sums outstanding in relation to the Goods:

(a) Title to the Goods does not pass from Precision@Soar to the client.

(b) If the Goods are in the client's possession, the client holds the Goods as trustee for Precision@Soar and must store the Goods so that they are clearly identifiable as the property of Precision@Soar.

(c) Precision@Soar may call for and recover possession of the Goods (for which purposes Precision@Soar's employees or agents may enter the client's premises and take possession of the Goods without liability to the client) and the client must deliver the Goods to Precision@Soar if so directed by Precision@Soar.

(d) The client may, in the ordinary course of the client's business sell the Goods to a third party but:

(i) The proceeds of sale to the third party are held by the client as trustee for Precision@Soar and the client must account to Precision@Soar for those sums.

(ii) If Precision@Soar requires, the client must assign to Precision@Soar the client's claim against the third party and must execute all documents necessary to effect that management.

6.2 General lien Precision@Soar shall, in respect of all sums owed by the client to Precision@Soar, have a general lien on all property of the client in Precision@Soar's possession and may after 14 days' notice to the client sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed.

6.3 PPSA

(a) The client hereby grants a security interest in the Goods supplied, in respect of which Precision@Soar may register a financing statement pursuant to the Personal Property Securities Act 1999 ("the PPSA"). In the event that payment for the Goods is not made on time, Precision@Soar may repossess and sell such Goods and/or any other Goods which have been made by using the Goods supplied, in order to satisfy any outstanding liability.

(b) The client will, upon request by Precision@Soar, execute all documents and do all things necessary to enable Precision@Soar to create the security interest pursuant hereto.

(c) The client shall:

(i) Immediately notify Precision@Soar in writing of any change in the client's name;

(ii) Provide any information Precision@Soar reasonably requires to complete a financing change statement;

(iii) Waive any right to receive a copy of a verification statement under the PPSA.

(d) The client agrees that these Terms and Conditions of Trade constitute a "Security Agreement" for the purposes of the PPSA, and that they have received a copy of this Agreement.

(e) The client agrees:

(i) that if, at any relevant time, Precision@Soar did not have priority over all other secured parties in relation to the Goods or any other personal property relating to these Terms and Conditions, then Precision@Soar shall, for the purposes of Section 109(1) of the PPSA be deemed to have contracted out of that Section;

(ii) that nothing in Sections 114(1)(a) (to receive notice of sale of goods), 116 (to receive a statement of account), 119 (to recover any surplus), 120(2) (to receive notice of proposal to take goods), 133 (to reinstate Security Agreement) and 134 (limit on reinstatement) of the PPSA will apply to these Terms and Conditions or Precision@Soar's security interest;

(iii) to waive all its rights under Sections 121 (to object to proposal), 125 (damage to goods on removing accession), 129 (notice of removal of accession), 131 (court order preventing removal of accession) and 132 (redemption of collateral) of the PPSA; and

(iv) to waive its right to receive a copy of the Verification Statement confirming registration of a Financing Statement or Financing Change Statement relating to Precision@Soar's security interest.

(f) The client shall not permit any security interest (other than Precision@Soar's security interest) to attach to the Goods.

## 7. LIABILITY

7.1 Proofs and Dummies. If Precision@Soar submits to the client a proof or dummy of the Goods, Precision@Soar will not be responsible for any errors in the Goods which appeared in the proof or dummy and which were not corrected by the client before the order was completed.

7.2 Non-excludable Rights The parties acknowledge that certain conditions and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the client in relation to the provision of the Goods or of services which cannot be excluded, restricted or modified by agreement by statute ("Non-excludable Rights").

7.3 Disclaimer of Liability Precision@Soar disclaims all conditions and warranties expressed or implied and all rights and remedies conferred on the client, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. Where (and to the extent) permitted by law, the liability of Precision@Soar for a breach of a Non-excludable Right is limited at Precision@Soar's option, to the supplying of the Goods and / or any services again or payment of the cost of having the Goods and / or any services supplied again.

7.4 Indirect Losses. Notwithstanding any other provision of this agreement, Precision@Soar is in no circumstances (whatever the cause) liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the client for:

(a) any increased costs or expenses;

(b) any loss of profit, revenue, business, contracts or anticipated savings;

(c) any loss or expense resulting from a claim by a third party; or

(d) any special, indirect or consequential loss or damage of any nature whatsoever.

7.5 Client's property Precision@Soar will not be liable for the damage, loss or destruction of any property of the client in Precision@Soar's possession unless the loss or damage is due to the failure of Precision@Soar to exercise due care and skill in handling or storing the property.

7.6 Force Majeure Precision@Soar will have no liability to the client in relation to any loss, damage or expense caused by Precision@Soar's failure to complete the Order or to deliver the Goods as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, pandemic, lockdown, breakdown, war, the inability of Precision@Soar's normal suppliers to supply necessary materials or any other matter beyond Precision@Soar's control.

## 8. GENERAL MATTERS

8.1 Periodicals If a contract between Precision@Soar and a client exists, the specific Terms and Conditions of that agreement precede these Terms and Conditions. All terms and conditions not mentioned in the existing contract are governed by these Terms and Conditions. If the contract between Precision@Soar and the client relates to more than one issue of a periodical:

(a) Each issue will, for the purpose of these Terms and Conditions, be considered to be one order.

(b) Subject to sub-clause (c) a party may not terminate a contract to which these Terms and Conditions apply unless: (i) in the case of periodicals published weekly or more frequently, that party has given 4 weeks' notice of that party's intention to terminate the contract;

(ii) in the case of periodicals published fortnightly or more frequently (but less frequently than weekly), that party has given 8 weeks' notice of that party's intention to terminate the contract;

(iii) in the case of periodicals published less frequently than fortnightly, that party has given 13 weeks' notice of that party's intention to terminate the contract.

(c) Notwithstanding sub-clause (b), Precision@Soar may terminate the contract at any time if the client is in breach of any of the provisions of these Terms and Conditions relating to payment.

8.2 Outside Work If Precision@Soar has to obtain goods and/or services not normally stocked and supplied by Precision@Soar from a third party in order to carry out the client's instructions:

(a) Precision@Soar will not be liable for any breach of these Terms and Conditions if that breach is a result of or is connected with the supply by the third party of the goods and/or services.

(b) Precision@Soar acquires the goods and/or services as agent for the client and not as principal and will have no liability to the client in relation to the supply of those goods and/or services. Any claim by the client in relation to the supply of those goods and/or services must be made directly against the third party.

(c) The client must pay for the goods and/or services.

(d) Property in any goods obtained from a third party and incorporated into the Goods passes to Precision@Soar at the time of incorporation.

8.3 Material Supplied by Client. If Precision@Soar and the client agree that the client is responsible for supplying materials or equipment for the purposes of the Order:

(a) The client must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by Precision@Soar.

(b) Precision will not normally count or check the materials and if requested by the client to do so may charge for counting or checking.

(c) Precision@Soar will not be responsible for any defects in the Goods which are caused by defects in or the unsuitability of materials or equipment supplied by the client.

(d) Property in any materials supplied by the client and incorporated into the Goods passes to Precision@Soar at the time of incorporation.

8.4 Property left with Precision. If the client leaves property in Precision@Soar's possession without specific instructions as to what is to be done with it, Precision@Soar may, 12 months after gaining possession of the property, dispose of or sell the property and retain any proceeds of sale as compensation for holding and handling the property.

8.5 Responsibility to Insure. Precision@Soar has no obligation to insure any property of the client in Precision@Soar's possession. The client must pay the cost of any insurance arranged by Precision@Soar at the request of the client.

8.6 Ancillary Materials. Unless Precision@Soar and client agree otherwise, drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, Electro's, stereos and other material produced by Precision@Soar in the course of or in preparation for performing the Order (whether or not in fact used for the purposes of performing the Order) are the property of Precision@Soar.

8.7 Copyright

(a) Unless Precision@Soar and the client agree otherwise, the copyright in all artistic works created by Precision@Soar is the property of Precision@Soar.

(b) The client:

(i) warrants that the client has copyright in all artistic works supplied by the client to Precision for the purposes of the Order; and

(ii) must indemnify Precision@Soar against all liability, losses or expenses incurred by Precision@Soar in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright.

8.8 Ideas The client must keep confidential and not use any ideas communicated by Precision@Soar to the client without Precision@Soar's consent.

8.9 Notices

(a) All notices provided for or permitted under these Terms and Conditions may be sent by registered mail with postage prepaid or by hand delivery or email to the party concerned or to any other address notified by any party to the other in writing. All such notices or communications shall be deemed to have been duly given or made:

(i) Three (3) Business Days after being deposited in the mail by the sender to the recipient's last known physical address with mail postage prepaid;

(ii) On delivery, when delivered by hand to the recipient;

(iii) If transmitted by email, when such transmission is deemed to have been received in accordance with Part 4 of the Contract and Commercial Law Act 2017.

8.10 No Waiver. A power or right is not waived solely because the party entitled to exercise that power or right does not do so. A single exercise of a power or right will not preclude any other or further exercise of that power or right or of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

8.11 Severability. Any provision in these Terms and Conditions is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

8.12 Governing law and jurisdiction These Terms and Conditions are governed by the law in force in the country in which Precision@Soar premises are located and the parties submit to the non-exclusive jurisdiction of the courts of that country and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions.

8.12 All goods and services purchased from Precision@Soar are sold strictly in accordance with Precision@Soar's standard terms and conditions of sale as recommended by the Printing Industries New Zealand Inc. Precision@Soar reserves the right to deliver +/- 5% of the quantity ordered. In the event of a misunderstanding, conflict of opinion or dispute, Precision@Soar will refer to the mediation facility offered by Printing Industries New Zealand incorporated.

## 9. GUARANTEE

9.1 In consideration for the covenants and warranties given by the client pursuant to these terms and conditions, any party named as a guarantor in respect of the client's obligations pursuant to these terms and conditions either in these terms and conditions or any other document between the client and Precision@Soar, or, in the absence of such separate document, the director(s) and shareholder(s) of the client (the "guarantor") hereby jointly and severally:

(i) Guarantee the due and punctual payment of all sums due and owing to Precision@Soar by the client pursuant to these terms and conditions.

(ii) Indemnify Precision@Soar against all and any losses, costs, claims and expenses (including legal fees on a solicitor/client basis) incurred in any way arising from or relating to any default by the client in respect of its obligations to Precision@Soar and/or in respect of the enforcement or exercise or attempted enforcement or exercise of Precision@Soar's rights and remedies in respect of any sums owing by the client to Precision@Soar pursuant to these terms and conditions.

(iii) Acknowledge that no release, delay or other indulgence given by Precision@Soar to the client shall release, prejudice or affect the guarantor's liability.

(iv) Acknowledge that they may for all purposes be treated as the principal debtor and Precision@Soar shall be under no obligation to take proceedings against the client before taking proceedings against the guarantor.