

Customer Details:

Full Legal Name: _____
(referred to in this form as "you" or "the Customer")

Entity Type (tick one): Limited Liability Company Individual Other (describe) _____

Physical Address: _____

Postal Address: _____

Email: _____

Telephone: _____

Contact Person: _____

Declaration and Agreement:

In consideration of IBGNZ agreeing to undertake Work for the Customer at the Customer's request, the Customer:

- 1. Agrees to the Terms of Trade overleaf; and
- 2. Declares that the information supplied in this form is correct.

Signed for and on behalf of the Customer by:

Full Name: _____

Designation: _____

Credit References:

Name, address and telephone numbers (minimum of 2 regular established accounts)

1. _____

2. _____

Guarantee:

In consideration of IBGNZ agreeing to enter into this Agreement at my/our request:

- 1. I/We unconditionally guarantee to IBGNZ the due and punctual payment by the Customer of all moneys payable in accordance with this Agreement as and when the same become due and payable by the Customer.
- 2. I/We agree to be deemed as principal debtor for all accounts held by the Customer with IBGNZ.
- 3. I/We agree that this guarantee shall be a continuing guarantee and shall not be discharged by any settlement or payment of account and that this guarantee is both joint and several.
- 4. I/We agree that our liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
 - a. the granting of time, credit or the indulgence or other concession to the Customer;
 - b. any alteration, modification, variation or addition to any agreement in respect of the supply of Services and/or Products; or
 - c. any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect, my/our obligations under this guarantee or any powers or remedies conferred upon IBGNZ by this guarantee or by law.
- 5. I/We confirm that I/we have been advised by IBGNZ that I/we should seek legal advice before signing this guarantee.

Name: _____

Witness Name: _____

Name: _____

Witness Name: _____



Customer Application

IBGNZ Ltd. trades as



Speedy Print
Commercial Digital Print



Brand Strategy
Graphic Design

1. Application of These Terms

- 1.1 These Terms of Trade apply to all Work that we provide to you from time to time.
- 1.2 We will provide such Work as we agree with you (including any contact appointed by you) in writing or verbally from time to time.
- 1.3 You can ask us to cease providing Work at any time for any reason. If you do ask us to stop Work permanently we will be entitled to invoice you for what we have undertaken for you up until that point in time together with any materials that we have acquired specifically to enable us to undertake that Work.

2. What We Agree to Do

- 2.4 We agree that we will:
 - (a) perform the Work with reasonable skill, care and diligence in a professional manner;
 - (b) we will use our reasonable endeavours to ensure that the Work is performed in accordance with any time frames agreed with you;
 - (c) liaise with you during the course of performing the Work in accordance with your reasonable requirements; and
 - (d) ensure any Work we provide you will comply with any description and/or specification agreed between us (subject to clauses 2.2 and 2.4 below).
- 2.5 We will perform the Work to a standard that could reasonably be expected from a suitably qualified person with relevant experience. Given the nature of our work, and in particular the fact that some variation is inherent in the print process, this means that we cannot (and do not) guarantee that minor colour and quality variations will not arise throughout the course of a run of products.
- 2.6 If we have given you a time frame for completion of the Work, unless agreed in writing to the contrary, such time frame is approximate only and is not deemed to be of the essence.
- 2.7 We will make every effort to deliver the quantity of Work specified. All quotations however are conditional upon a margin of 5% in single colour work and 10% in multicolour work being supplied over or under. Where we do supply less or more Work as contemplated by this clause our Fee will be adjusted pro-rata to reflect the quantity actually supplied.

3. What You Agree to Do

- 3.8 You agree that you will give reasonable assistance to enable us to perform the Work by:
 - (e) giving clear instructions;
 - (f) provide your instructions in writing wherever possible (and you expressly agree that we will not be liable for errors or omissions arising from an oversight or a misinterpretation of your verbal instructions);
 - (g) promptly providing any information or content required from you for us to complete the Work;
 - (h) ensuring that the Work and products derived from the Work are fit for the purpose you intend to use them for and, in particular, that you have thoroughly checked and are 100% happy with any proof prior to approving the same (and you expressly agree that, notwithstanding any other provision of these Terms of Trade, we will not be liable for errors in Work where those errors were present in a proof which was submitted to and approved by you).

4. Delivery and Transfer of Risk

- 4.9 Unless we expressly agree otherwise, you will pick up all completed Work at your own cost from our premises within a reasonable period of time of being notified that such Work is ready and available for pick up (at which point risk in the same shall transfer to you). If you fail to pick up any Work within 7 days of being notified that it is ready and available for pick-up, you agree that we may (at our election):
 - (i) charge you a reasonable fee for storage of the same; and/or
 - (j) dispose of the Work in such manner as we think most appropriate in the circumstances, and entirely at your cost (and, for the avoidance of doubt, such disposal shall not in any way affect your liability to us for our Fee for producing the Work).
- 4.10 Where we agree to arrange for delivery of Work to you, such delivery shall be undertaken at your cost and risk in all respects (and risk in any Work shall transfer to you upon it leaving our premises). You agree that you shall be responsible for insuring the Work from the time it leaves our premises.

5. Electronic Images and/or Files

- 5.11 We may (at our discretion) retain a copy of any image or file supplied on a strictly non-reliance basis. We will delete the same should you ask us to do so. It is your responsibility to retain a copy of any image or file supplied. We are not responsible for accidental damage to any image or file supplied. We may charge you for any additional translating, editing or programming needed to utilise files or images which you supply us. Unless otherwise agreed in writing you will have no right or title to any material stored by us on discs, tapes or any other form of electronic storage, but if we agree to duplicate or transfer stored electronic material to you, we will have the right to charge for the service. Discs, tapes and any other form of electronic storage supplied by you will remain your property and at your risk in all respects and unless otherwise instructed in writing, we will assume that these are a copy of the original.

6. Fees

- 6.12 You agree to pay us our Fee in return for us performing the Work.
 - 6.13 In the absence of any agreement to the contrary, we will charge fees at our usual rates (which we will provide you if you ask and which we may change from time to time).
 - 6.14 If we agree to charge for Work on a fixed fee basis or other basis which departs from our usual rates, we will charge our Fee on that basis. Any quotation or estimate which we may provide will lapse if not accepted within 30 days.
 - 6.15 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.
 - 6.16 We will charge for additional Work undertaken outside the fixed fee parameters at our usual rates. We will (where it is reasonably practicable for us to do so in the circumstances) use our reasonable endeavours to notify you if we have agreed to undertake Work for you on a fixed fee basis and the scope of the Work required to be undertaken exceeds the fixed fee parameters.
 - 6.17 Unless we agree with you otherwise, all Fees are payable by you in New Zealand dollars and are plus GST (where applicable) and other taxes.
- ## 7. Terms of Payment
- 7.18 We may require you to pay a deposit, being an advanced payment for the Work, before we commence the Work.
 - 7.19 Payment for the Work (and any associated expenses and disbursements) is due 14 days following the date of our invoice except where we have agreed in writing that other terms shall apply ("the Due Date").
 - 7.20 If you do not make payment on the Due Date, you are in default and must pay default interest at the rate of 2% per month, which shall accrue on a daily basis on the total amount outstanding from the Due Date to the date of payment in full.
 - 7.21 If payment is outstanding for more than 7 days from the Due Date, we may suspend performing any Work until the date of payment in full.
 - 7.22 All payments of Fees and disbursements must be made without set-off or deduction of any kind.

8. Reservation of Title/Security Interest.

- 8.23 Notwithstanding that risk in Work shall transfer to you upon it leaving our premises in accordance with clause 4, we shall retain ownership of any Works supplied to you until we receive payment in full of all monies owed by you to us (whether for the Works or otherwise). Until payment is made you will hold any Works as bailee for us. We may at any time after payment is due enter any premises on which the Works may be situated and take possession of the Works. If all or any of the Works are wholly or partially attached to or intermingled with or incorporated in any other Works we may in our sole discretion, disconnect, retrieve or sever the Works in order to remove them. We shall not be liable for any loss or damage caused or any liability incurred in exercising its rights under this clause and you hereby indemnify us for any claims for loss or damage that may be made against us as a result of the exercise by us of our rights pursuant to this clause. If you resell the Works or any of them before payment is made you must hold the sale proceeds in trust for using a separate bank account so that the proceeds are identifiable and traceable and account to us for all monies owed by you to us. You acknowledge that this clause creates a security interest in the Works and any proceeds of the sale of the Works as security for all of your obligations to us pursuant to the Personal Property Securities Act 1999 ("the PPSA") and that we may register a financing statement to perfect our security interest in the Works delivered or to be delivered to you in accordance with the provisions of the PPSA. You must provide all information, execute or arrange for execution of all documents and do all other things that we may require to ensure that we have a perfected first ranking security interest under the PPSA. You hereby waive your rights to receive a verification statement in respect of any financing statement or financing change statement registered by us or on our behalf under the PPSA and agree that as between you and us, you will have no rights under (or by reference to) sections 113(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA.

9. Performance Guarantee and Extent of Liability

- 9.24 Unless we agree otherwise with you in writing, these Terms of Trade set out the full extent of our obligations to you as to the standard to which Work is to be undertaken.
- 9.25 Any and all implied warranties, conditions or obligations (including those under the Consumer Guarantees Act 1993 and/or the Fair Trading Act 1986), whether arising under statute, common law, equity or otherwise, are hereby excluded to the maximum extent permitted by law.
- 9.26 To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms of Trade or for any other reason, such liability is limited to an amount not exceeding the Fees paid to us by you in connection with any Work we have undertaken for you in the immediately preceding 12 month period.
- 9.27 Notwithstanding any other provision of these Terms of Trade, we will not be liable (whether in contract, tort or otherwise) for any indirect or consequential loss or damage which you may suffer arising from your engagement of us to undertake Work.



Customer Application

IBGNZ Ltd. trades as



Speedy Print
Commercial Digital Print

UOLTA

Brand Strategy
Graphic Design

10. Intellectual Property

- 10.1 For the purposes of this clause the term "Intellectual Property" includes all intellectual property rights (including without limitation copyright, patent and design rights, drawings, documents, data, source code, ideas, procedures and calculations).
- 10.2 In respect of any Intellectual Property used or created in the performance of the Work:
- all pre-existing Intellectual Property the subject of an Intellectual Property right resides with the owner as at the date of commencement of the Work (whether you or us);
 - any new Intellectual Property will be, unless we agree otherwise, owned by us.
- 10.3 If any Work is to be undertaken based on designs or any materials provided by you, you warrant that use of those designs and/or other material in the Work by us will not infringe any third party's Intellectual Property rights and you indemnify us against any loss, liability, costs and expenses in the event of any claim being made that the use of those designs or any materials provided by you in the Work infringes any ownership or Intellectual Property rights of any other person.

11. Illegal or Libellous Material

- 11.1 We may decline to produce or reproduce any material that is, in our opinion, illegal or libellous in nature or that is in breach of any law. You agree to indemnify us against any loss, liability, costs and expenses in the event of any claim being made that any material which you have asked us to produce or reproduce is illegal or libellous or otherwise in breach of any law.

12. Confidentiality

- 12.1 For the purposes of this clause the term "Confidential Information" includes:
- all information given by one party (or its advisers) to the other party or their advisers on a confidential basis;
 - any information of a confidential nature which is obtained by one party as a consequence of us undertaking the Work; and
 - the existence and the terms of this Agreement,
- in each case which is not in the public domain (otherwise than as the direct or indirect result of a breach of a confidentiality obligation of a party).
- 12.2 Each party must maintain as confidential at all times, and must not at any time directly or indirectly:
- disclose or permit to be disclosed to any person;
 - use for itself or for any purpose other than the purpose for which it was given; or
 - use to the detriment of another party,
- any Confidential Information, except:
- as required by law or the rules of any relevant stock exchange on which the relevant party is listed;
 - as is already or becomes public knowledge, otherwise than as a result of a breach of any provision of this Agreement by the party disclosing or using that Confidential Information;
 - to our respective employees, contractors and advisers on a strictly "need to know" basis and on the condition that:
 - they are made aware of and agree to abide by the terms of this confidentiality obligation; and
 - the disclosing party shall be responsible for any breach of such confidentiality obligation by such employee, contractor and/or adviser; or
 - as authorised in writing by the other party.
- 12.3 We each agree to:
- take reasonable steps in the circumstances to ensure that no third party may access any Confidential Information we each hold in respect of the other; and
 - destroy (or procure the destruction of) any Confidential Information we hold in respect of the other upon receipt of a request to do so.

13. Privacy of Information

- 13.1 You authorise us:
- to collect, retain and use information about you from any person for the purpose of assessing your creditworthiness;
 - to disclose information about you:
 - to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to your obligations to us;
 - to such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies and powers under these Terms of Trade.
- 13.2 Notwithstanding clauses 12 and 13.1, unless you notify us in writing otherwise, you authorise us to use Work that we have undertaken for you as part of our client portfolio.

14. Dispute Resolution

15. If any dispute or difference arises between you and us that we are unable to resolve between us, such dispute or difference shall be referred to the arbitration of a single arbitrator to be appointed by President of the New Zealand Law Society (or his or her nominee) and such arbitration shall be carried out in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be a condition precedent to any action at law save that nothing shall prevent any party obtaining a restraining order or injunction to ensure maintenance of the status quo and/or rights of the parties pending hearing and completion of arbitration.

16. Miscellaneous

- 16.1 Variation:** We shall be entitled at any time by notice in writing to you to vary any provision of these Terms of Trade and you shall be bound by such variation.
- 16.2 Costs:** You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under these Terms of Trade.
- 16.3 Termination:** Either party may terminate these Terms of Trade at any time by giving written notice to the other party.
- 16.4 Assignment:** You must not subcontract or assign any of your rights, powers or obligations under these Terms of Trade.
- 16.5 Force Majeure:** We shall not be liable for delay or failure to perform the Work if the cause of delay or failure is beyond our control.
- 16.6 Survival:** Any other provision which by its nature is intended to survive the termination or expiration of these Terms of Trade will survive the termination or expiration of these Terms of Trade or completion of the Work.
- 16.7 Governing Law and Jurisdiction:** The parties agree that these Terms of Trade shall be governed by New Zealand law and the parties hereby submit to the exclusive jurisdiction of the New Zealand courts in relation to any matter arising in connection with these Terms of Trade or the provision of Work (or the failure to provide Work) by us to you.

Once form has been completed and signed click submit to email your form to our accounts department. Once submitted applications can take up to 5 working days to process. You will be notified via email of your applications result after processing.