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Account Terms and Conditions

1. DEFINITIONS

- 1.1 "Seller" means Larsen's Art n Signs Studio Ltd, and any company which is directly or indirectly a subsidiary of Larsen's Art n Signs Studio Ltd and any duly authorised agent.
- 1.2 "Customer" means the person, authorised agent or legal entity described in the application, or stated on the Invoice or order form, buying goods and/or services from Larsen's Art n Signs Studio Ltd.
- 1.3 "Goods" has the same meaning as section 2 of the Sale of Goods Act 1908 and is any goods provided by the seller to the customer.
- 1.4 "Services" shall mean all services supplied by the seller to the customer and includes any recommendations or advice.
- 1.5 "Price" shall mean the purchase price of the goods and any other costs payable to the seller by the Customer as indicated on the Invoice.
- 1.6 "Guarantor" means the person who has agreed to be liable for the debts of the Customer.

2. ACCEPTANCE and QUOTES

- 2.1 Any verbal or electronic confirmation received from the customer to the seller for the supply of goods or services shall constitute acceptance of these terms and conditions.
- 2.2 All quotes are valid for a period of 30 (thirty) days only, unless otherwise stated.
- 2.3 All quotes, estimates and pricing, unless expressly stated otherwise, are deemed to be estimates only and are based on the current rates and charges in effect at the date of issue. Any increase in the costs of any items (including change in currency exchange rates) affecting the cost of supply, production and/or delivery of the goods or services will be added to the price payable by the customer. The seller reserves the right to withdraw a quote at any time.
- 2.4 Approving a proof is the responsibility of the customer before the job can proceed to production.
- 2.5 The seller is not responsible for any errors or omissions in works proofs supplied to the customer for approval. Proofing all work is the responsibility of the customer.
- 2.6 The seller is not responsible for any colour variance that may occur depending on the customers monitor brightness, contrast and colour adjustment settings.

3. PRIVACY ACT 2020

- 3.1 The customer permits the seller to collect, use and retain any information concerning the customer, for the purpose of assessing the customer's credit worthiness, to enforce any rights under this contract.
- 3.2 In accordance with the privacy act, the customer permits the seller to disclose information obtained to any person for the purposes set out in clause 3.1.

4. PAYMENT TERMS

- 4.1 Once goods or services are ordered payment shall be made for goods according to the terms and conditions stated herein, whether or not the goods have been delivered, and this contract cannot be cancelled except where allowed by law.
- 4.2 Payment for goods shall be made in full on receipt of delivery of goods or before the 20th day of the month

following date of Invoice, or whichever is the earlier (the due date).

- 4.3 Interest at the rate of 6.5% per month or part thereof may be charged on any amount owing after the due date.
- 4.4 Payment of goods or services may also be made by instalments if agreed in writing by the seller and must be agreed to prior to the comment on any work undertaken by the seller.
 - 4.4.1 The seller may charge an additional administration fee for payments made by instalments; however, this will be discussed with the customer prior to any agreement.
- 4.5 Any disbursements, expenses and legal costs incurred by the seller for default in payment shall be paid by the customer, including any debt collection agency fees or solicitor's fees.
- 4.6 Payment will be accepted by cash, eftpos, electronic banking or any other method as agreed in writing by the seller.

5. PRICE

- 5.1 Prices unless otherwise stated, do not include goods and services tax (GST), other taxes, levies, freight, delivery, installation or insurance charges which, if applicable, will be an additional charge to the customer.
- 5.2 Additional charges will be specified on the invoice or quotation and will be the current price at time of delivery.
- 5.3 Where the customer requests expedited delivery of goods an additional charge may be made by the seller.
- 5.4 The seller may also charge for any same-day or urgent work requested by the customer.

6. RISK AND DELIVERY

- 6.1 The goods remain at the sellers' risk until the delivery to the customer, but when ownership passes to the customer the goods are at the customers risk no matter if delivery has been made or not.
- 6.2 Delivery of goods shall be deemed complete when the seller gives possession of the goods for delivery to the customer, or possession of the goods is given to a general carrier, for delivery to the customer.
- 6.3 Goods will not be insured by the seller against loss or other risk unless the customer requests. Any additional costs will be at the customers' expense.
- 6.4 Where the seller delivers goods to the customer by instalments and the seller fails to deliver one or more instalment; the customer shall not have the right to recant the contract.
- 6.5 Any goods which are not uplifted by the customer, within 30-days of completion, or the customer fails to arrange collection, then the seller may dispose of or sell the goods without any obligation to account to the customer. Storage fees of goods which have not been collected may be on charged to the customer.

7. OWNERSHIP

- 7.1 Ownership of the goods passes to the customer when the customer has made payment in full for all goods supplied by the seller.
- 7.2 The customer gives necessary authority to the seller to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. The seller shall not be liable for

damages, costs or expenses or any other losses suffered by the customer as a result of this action.

8. RETURN OF GOODS

- 8.1** The customer shall be deemed to have accepted goods unless the customer notifies the seller otherwise within 5 (five) working days of delivery of the goods to the customer.
- 8.2** If the goods are not accepted according to clause 7.1 of this contract the customer shall pay for the delivery of the returned goods to the seller.
- 8.3** The seller will not accept product returned for credit that is in anyway damaged, or is not of merchantable quality, or product that has been specifically designed, manufactured or procured for the customer.
- 8.4** The seller, should agreement to accept returns to be granted, shall be entitled to charge the customer a re-stocking fee of 30% of the selling price for product returned in good merchantable quality.
- 8.5** At the seller's discretion defective goods will be replaced or refunded by the seller if the customer has notified the seller within 5 (five) working days of delivery.

9. LIMITATION OF LIABILITY

- 9.1** The seller shall not be liable for any loss of profits, or any consequential indirect loss, or damage of any kind arising directly or indirectly from any breach of the seller's obligation under this contract or in tort.
- 9.2** Where the seller is liable to the customer, the maximum cost of any liability shall not exceed the value of the goods or services provided by the seller to the customer.

10. CONSUMER GUARANTEES ACT 1993

- 10.1** The guarantee contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from the seller for the purposes of a business.
- 10.2** If the customer on sells the goods to a third party, the customer shall indemnify the seller for any losses incurred due to third party claims against the seller.

11. VEHICLE GRAPHICS

- 11.1** If the customer requests the seller to remove existing graphics, the seller will not be liable for any issues or damage that arises from that process. The customer accepts that the removal process, particularly for old or weathered vinyl, may be complex and could potentially cause damage to the vehicle's underlying surface.

12. JURISDICTION

- 12.1** The contract shall in all respects be deemed to be a contract made in New Zealand and the validity, construction and performance of the contract shall be governed by New Zealand law.

13. PERSONAL PROPERTY SECURITY

- 13.1** The customer gives the seller a security interest in all goods supplied and any other personal property, to secure payment of all amounts owed.
- 13.2** The seller may register this interest on the Personal Property Securities Register (PPSR). The customer agrees to provide any information needed for registration.
- 13.3** If the customer does not pay, the seller may take or sell the goods or other property to recover the debt.
- 13.4** This is a continuing security—it covers all current and future debts to the seller.

14. NON-WAIVER

- 14.1** Failure by the seller to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights the seller has in this contract and is not liable for any indirect loss or expense to the customer.

15. CANCELLATION

- 15.1** The seller may cancel these terms and conditions or cancel delivery of goods and services at any time before the goods are delivered by giving written notice. The seller shall not be liable for any loss or damage arising from such cancellation.
- 15.2** The customer may cancel delivery of goods at the seller's sole discretion, however, will be liable for any costs incurred prior to the cancellation.

16. FORCE MAJEURE

- 16.1** The seller shall not be liable for failure or delay, to perform its obligations if the delay or failure is beyond its control.

17. ASSIGNMENT

- 17.1** The customer shall not assign all or any of its rights or obligations under this contract without the written consent of the seller.

18. WARRANTY

- 18.1** For goods not manufactured by the seller the warranty shall be the current warranty provided by the manufacturer of the goods. The seller shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty.

19. SIGNAGE INSTALLATION AND SITE ACCESS

- 19.1** Customers must ensure the installation site is safe and accessible for the sellers team.
- 19.2** If a customer provides their own materials, the seller is not responsible for defects or any issues related to their quality or suitability. '
- 19.3** It is the customer's responsibility to ensure the installation surface is sound and can sustain the signage. The seller is not liable for structural failures.
- 19.4** Any necessary council or building consents are the responsibility of the customer unless specified in otherwise in the quote.

20. MISCELLANEOUS

- 20.1** If anything in this agreement is unenforceable, illegal or void it is severed, and the rest of this agreement remains in force.
- 20.2** Every endeavour will be made by the seller to deliver the correct quantity ordered; however, quotations are conditional upon a margin of 10% being allowed for overs or shortages, the same may be charged for or deducted pro-rata.
- 20.3** The customer may not claim any counter claim or set off against any payments due by it to the seller.
- 20.4** Under no circumstances shall the liability of the seller exceed the price of the goods in the event of a breach of this contract.
- 20.5** The seller may license or sub-contract all or any part of its rights and obligations without the customer's consent.
- 20.6** The seller reserves the right to review and change these terms and conditions at any time, updating the seller's website when changes take effect, this document will note the date and version number.
- 20.7** A minimum charge may apply for any signage or acrylic work.