

## RICCARTON SIGNS – TERMS OF TRADE (NZ) (V2)

### 1. Definitions

- 1.1 Supplier means Riccarton Signs (“we/us/our”).
- 1.2 Customer means the person or entity purchasing Goods and/or Services from us (“you/your”).
- 1.3 Goods includes signage, printed products, materials, and any items supplied by us.
- 1.4 Services includes design, production, installation, consultation, project management and any other services provided by us.
- 1.5 Work means the Goods and/or Services supplied by us to the Customer.

### 2. Acceptance of Terms

- 2.1 These Terms of Trade apply to all Work supplied by us to the Customer.
- 2.2 Placement of an order, acceptance of a quote, written approval to proceed, or acceptance of delivery of Work constitutes acceptance of these Terms.
- 2.3 If there is any conflict between these Terms and any Customer terms, our Terms apply unless we agree otherwise in writing.

### 3. Quotes & Pricing

- 3.1 Quotes are valid for 14 days unless stated otherwise.
- 3.2 Prices may change if there is a change to the scope, specifications, timing, materials, or any information supplied by the Customer.
- 3.3 Unless stated otherwise, all prices are exclusive of GST and GST will be added as required by law.

### 4. Orders & Variations (Changes)

- 4.1 Any request by the Customer to vary or change Work after approval (including changes to artwork, wording, colours, size, materials, quantity, or installation requirements) will be treated as a Variation.
- 4.2 Variations may result in additional charges and/or revised timeframes.
- 4.3 We may require written approval before proceeding with any Variation.

### 5. Artwork, Proofs & Approvals

- 5.1 Where proofs are provided, the Customer is responsible for checking all details including spelling, measurements, colours, layout, dates, and any compliance requirements prior to approving.
- 5.2 Once a proof is approved, the Customer accepts responsibility for the accuracy of that proof.
- 5.3 We are not liable for errors or omissions in approved proofs.
- 5.4 If Work must be redone due to Customer changes or approved-proof errors, additional costs will apply and must be paid by the Customer.
- 5.5 Proofs are not always required (for example repeat jobs). Where no proof is supplied or requested, the Customer remains responsible for confirming correctness of information provided.

## **6. Customer-Supplied Items & Information**

6.1 The Customer must ensure all information and files supplied to us are accurate, suitable, and complete.

6.2 Where the Customer supplies goods, materials or substrates for us to work on or apply signage to, we are not responsible for defects, incompatibility, or failures arising from those items.

## **7. Subcontractors**

7.1 We may engage subcontractors to perform any part of the Work (including installation) at our discretion.

7.2 The Customer authorises us to disclose relevant job information to subcontractors as required to complete the Work.

7.3 Where Work is carried out by a subcontractor, the Customer agrees to raise any concerns with us directly and not withhold payment while we investigate and remedy any issues reasonably within our control.

## **8. Installation & Site Access**

8.1 Where installation is required, the Customer must provide safe and clear access to the site at the agreed time.

8.2 If installation is delayed due to site access issues, unsafe conditions, third party delays, or Customer changes, additional costs may apply.

## **9. Timeframes & Delays**

9.1 Any timeframes provided are estimates only and may be affected by supplier delays, customer changes, weather, access limitations, or circumstances outside our control.

9.2 We are not liable for delays caused by factors outside our reasonable control.

## **10. Colour, Appearance & Finishes**

10.1 We will make every reasonable effort to ensure colours, finishes and appearance are as close as possible to the Customer's expectations.

10.2 The Customer acknowledges that colours may vary due to material differences, print processes, lighting conditions, viewing angle, and screen-to-print variation.

10.3 Minor colour variation does not constitute a defect.

## **11. Invoicing & Payment Terms**

11.1 Payment is due by the due date shown on the invoice.

11.2 Unless stated otherwise, our standard payment terms are 20th of the month following invoice date.

11.3 Where we specify shorter terms (e.g. 7 days) those terms apply as stated on the invoice.

11.4 Payment must be made in full without set-off or deduction unless required by law.

## **12. Overdue Accounts & Interest**

12.1 If any amount remains unpaid after the due date, the account is considered overdue.

12.2 Interest may be charged on overdue amounts at 18% per annum, calculated daily from the invoice due date until payment is received in full.

12.3 Interest is payable immediately on demand and is in addition to any other rights we may have.

### **13. Stop Credit / Suspension of Work**

13.1 If an invoice remains unpaid 7 days after the due date, we may place the Customer on stop credit.

13.2 While on stop credit, we may suspend Work in progress, decline to commence new Work, and/or withhold delivery or installation until all overdue amounts are paid.

13.3 We are not liable for any loss suffered by the Customer arising from suspension or delay where payment is overdue.

### **14. Withholding Delivery / Installation**

14.1 We may withhold delivery, installation, or release of Goods until payment is received in full (including for any overdue amounts on the Customer's account).

14.2 Any dates provided for delivery or installation are conditional upon the Customer's account being up to date.

### **15. Cancellation & Postponement**

15.1 If the Customer cancels or postpones Work after we have commenced design, production, ordering materials, booking installation, or scheduling subcontractors, the Customer remains liable for costs incurred up to the date of cancellation/postponement.

15.2 Where installation (including subcontractor installation) is cancelled or postponed within 48 hours of the scheduled time, the Customer may be charged any applicable call-out, travel, or subcontractor costs incurred.

### **16. Defects, Warranty & Claims**

16.1 The Customer must notify us of any issues with Goods or Services within a reasonable time after supply.

16.2 Manufacturer warranties (if any) apply to supplied materials where applicable, and the Customer must comply with manufacturer requirements for those warranties to apply.

16.3 Where permitted by law, our liability is limited (at our option) to repair, replacement, or re-supply of the affected Work.

### **17. Damage, Misuse & External Factors**

17.1 We are not liable for damage, failure, or deterioration of Goods caused by external factors including (but not limited to) weather events, vandalism, accidents, misuse, improper cleaning, harsh chemicals, pressure washing, or site/substrate conditions outside our control.

### **18. Retention of Title**

18.1 Title to Goods supplied by us does not pass to the Customer until all amounts owing to us (whether for that Work or any other Work) are paid in full.

18.2 Until payment is received in full, the Customer must not sell, dispose of, or encumber the Goods in any way.

### **19. Disputes & Payment**

19.1 Any dispute regarding an invoice or Work must be raised with us within 5 business days of the invoice date or delivery of the Work (whichever occurs first).

19.2 The Customer must pay all undisputed amounts in accordance with the invoice due date. The existence of a dispute does not entitle the Customer to withhold payment of undisputed amounts.

### **20. Debt Recovery & Costs**

20.1 If we incur costs recovering any overdue amount, the Customer must pay those costs, including but not limited to reasonable legal fees, debt collection fees, and any associated administrative costs.

**21. Limitation of Liability**

21.1 To the maximum extent permitted by law, we are not liable for indirect or consequential loss, loss of profit, or loss of business opportunity.

21.2 Our total liability for any claim relating to Work is limited to the value of the invoice for that Work.

**22. Governing Law**

22.1 These Terms are governed by the laws of New Zealand and the parties submit to the jurisdiction of New Zealand courts.