



TERMS OF TRADE

Version 1.0 2000
SPF Multimedia Ltd
22 Station Street, Timaru

1. DEFINITIONS

1.1 "SPF Multimedia Ltd" shall mean SPF Multimedia Limited, or any agents or employees thereof.

1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing Services and Goods from SPF Multimedia Limited.

1.3 "Services and Goods" shall mean all services, goods, products and advice provided by SPF Multimedia Limited to the Customer and shall include without limitation all multimedia, online projects and marine tinting and signage services and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Services and Goods by SPF Multimedia Limited to the Customer.

1.4 "Price" shall mean the cost of the Services and Goods as agreed between SPF Multimedia Limited and the Customer and includes all disbursements eg: charges SPF Multimedia Limited pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

2.1 Any instructions received by SPF Multimedia Limited from the Customer for the supply of Services and shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

3.1 The Customer authorises SPF Multimedia Limited to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness or enforcing any rights under this contract.

4. PRICE

4.1 Where no price is stated in writing or agreed to orally the Services and Goods shall be deemed to be supplied at the current amount as such Services and Goods are supplied by SPF Multimedia Limited at the time of the contract excluding gst.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Services and Goods that is beyond the control of SPF Multimedia Limited between the date of the contract and delivery of the Services and Goods.

5. PAYMENT

5.1 Payment for Services and Goods shall be made in full on completion of work, unless otherwise stated and arranged with Management.

5.2 - Any account remaining unpaid 10 days from due date will incur an automatic \$20 late payment fee and an additional administration fee of \$5 per week until paid, unless otherwise stated and arranged with Management.

5.3 Any expenses, disbursements and legal costs incurred by SPF Multimedia Limited in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable legal fees or debt collection agency fees.

5.4 A deposit may be required.

6. QUOTATION

6.1 Where a quotation is given by SPF Multimedia Limited for Services and Goods:

6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and

6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;

6.1.3 SPF Multimedia Limited reserves the right to alter the quotation because of circumstances beyond its control.

6.2 Where Services and Goods are required in addition to the quotation the Customer agrees to pay for the additional cost of such Services and Goods.

7. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

7.1 Title in any Services and Goods supplied by SPF Multimedia Limited passes to the Customer only when the Customer has made payment in full for all Services and Goods provided by SPF Multimedia Limited and of all other sums due to SPF Multimedia Limited by the Customer on any account whatsoever.

7.2 If Services and Goods are attached, fixed, or incorporated into any property of the Customer so as to be part of or a constituent of such property of the Customer then it is agreed that title to such property of the Customer shall be deemed to be assigned to SPF Multimedia Limited as security for the full satisfaction by the Customer of the full amount owing between SPF Multimedia Limited and Customer.

7.3 It is further agreed by the Customer that until the Customer has paid in full all amounts due for Services and Goods provided by SPF Multimedia Limited, including all sums due to SPF Multimedia Limited by the Customer on any account whatsoever, then SPF Multimedia Limited has a security interest in all of the Customers property upon which Services and Goods supplied by SPF Multimedia Limited are attached or incorporated and a security interest in all Services and Goods not paid for in full by the Customer.

7.4 The Customer gives irrevocable authority to SPF Multimedia Limited to enter any premises occupied by the Customer or on which Services and Goods are situated at any reasonable time after default by the Customer or before default if SPF Multimedia Limited believes a default is likely and to remove and repossess any Services and Goods and any other property to which Services and Goods are attached or in which Services and Goods are incorporated.

7.5 SPF Multimedia Limited shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded.

7.6 SPF Multimedia Limited may either resell any repossessed Services and Goods or other property to which Services and Goods are attached or in which Services and Goods are incorporated and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Services and Goods or other property to which Services and Goods are attached or in which Services and Goods are incorporated and credit the Customer's account with the invoice value thereof less such sum as SPF Multimedia Limited reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.

7.7 Where Services and Goods and any other property to which Services and Goods are attached or in which Services and Goods are incorporated are retained by SPF Multimedia Limited pursuant to clauses 7.4, 7.5 and 7.6 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

8. GENERAL LIEN

8.1 The Customer agrees that SPF Multimedia Limited may exercise a general lien against any property belonging to the Customer that is in the possession of SPF Multimedia Limited (hereafter referred to as "the property") for all sums outstanding under this contract and any other contract to which the Customer and SPF Multimedia Limited are parties.

8.2 If the lien is not satisfied within seven (7) days of the due date SPF Multimedia Limited may, having given notice of the lien at its option either:

8.2.1 Remove the property or project and store it in such a place and in such a manner as SPF Multimedia Limited shall think fit and proper and at the risk and expense of the Customer; or

8.2.2 Sell the property or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

9. LIABILITY

9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon SPF Multimedia Limited which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on SPF Multimedia Limited. SPF Multimedia Limited's liability shall, where it is allowed, be excluded or if not able to be excluded, only apply to the minimum extent required by the relevant statute.

9.2 Except as otherwise provided by clause 9.1 SPF Multimedia Limited shall not be liable for:

9.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Services and Goods by SPF Multimedia Limited to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Services and Goods provided by SPF Multimedia Limited to the Customer; and

9.2.2 If contrary to the disclaimer of liability contained in these terms and conditions of trade SPF Multimedia Limited is deemed liable to the Customer, following and arising from the supply of Services and Goods by SPF Multimedia Limited to the Customer, then such liability is limited in its aggregate to \$250.00.

10. WARRANTY

10.1 Manufacturer's warranty applies where applicable.

11. CONSUMER GUARANTEES ACT

11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Services and Goods from SPF Multimedia Limited for the purposes of a business in terms of section 2 and 43 of that Act.

12. PERSONAL GUARANTEE OF COMPANY DIRECTOR

12.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for SPF Multimedia Limited agreeing to supply Services and Goods and Services grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to SPF Multimedia Limited the payment of any and all monies now or hereafter owed by the Customer to SPF Multimedia Limited and indemnify SPF Multimedia Limited against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

13. MISCELLANEOUS

13.1 SPF Multimedia Limited shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

13.2 Failure by SPF Multimedia Limited 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 or obligations SPF Multimedia Limited has under this contract.

13.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

13.4 SPF reserves the rights and ownership to all working files created on behalf of the client.