

Conditions of Sale

1. Definitions

“Saito” means Saito Labels Limited. “The Customer” means the person, company or other business to whom the products are supplied. “The Order” means a written or verbal order for supply made by the Customer to Saito. “The Purchase Price” means the total price required by Saito for the supply of products made pursuant to the Order.

2. Agreement

(a) These conditions of sale shall apply to and determine the supply by Saito to the Customer of all goods as described in the Schedule (“Goods”). Should there be any conflict between these conditions and the terms of any Order submitted by the Customer or any price list, invoice or delivery docket issued by Saito, these conditions shall prevail unless otherwise agreed in writing by Saito.

(b) These conditions may only be varied in writing signed by a duly authorised signatory of Saito and no other employee, agent or representative of Saito shall have any authority to amend, modify or add to these conditions.

(c) Saito reserves the right at any time or from time to time, to amend, vary or add to these conditions with effect from the date of notification to the Customer.

3. Range of Application

Unless otherwise agreed to in writing the following provisions govern the sale and purchase of goods supplied by Saito.

4. Offer and Order

(a) All Saito quotes, estimates and prices are subject to change without notice.

(b) All specifications, including measures, weights, figures and drawings are binding only if confirmed by Saito in writing before production.

5. Extent of Supply

For all orders Saito reserves the right to supply up to 10% over or under the Order quantity, unless otherwise agreed or stipulated by Saito in writing.

6. Delivery

(a) Saito will use its best endeavours to deliver goods on the date/s or within the time frame/s specified or requested but shall have no liability whatsoever if unable for any reason to do so.

(b) Partial deliveries or delivery in instalments are at Saito’s discretion.

(c) Where delivery is requested urgently by the Customer all charges for delivery will be charged to the Customer.

7. Revocation of Contract

The Customer is liable for all costs of cancellation of any Order or part thereof.

8. Payment

(a) The stipulated prices do not include GST, unless otherwise stated.

(b) When an account application has been received and accepted by Saito all invoices are payable strictly on the 20th of the month following purchase unless otherwise agreed in writing otherwise Saito are entitled to cash on delivery (COD).

(c) The Customer agrees Saito shall be entitled to charge interest on all overdue accounts at the rate of 2% per month for the period commencing from the date the payment fell due to the date of actual payment. Such penalty charge shall be without prejudice to all other rights and remedies Saito may have against the Customer.

(d) Where the Customer fails to make payment and Saito is forced to take legal action, Saito reserves the right to pass on all legal costs and 3rd party collection costs to the Customer.

(e) Saito may at its discretion apply any payments it receives from the Customer in and towards the satisfaction of any indebtedness of the Customer and it shall not be bound by any conditions or qualifications that the Customer may make in relation to payments made under this or any other contract with Saito.

9. Risk and Title

(a) All risk of any loss or damage or deterioration in respect of the Goods shall pass to the Customer upon delivery to the Customer, however ownership remains with Saito until the Purchase Price has been paid in full.

(b) The Customer grants a security interest over all present and after acquired Goods supplied by Saito their proceeds as security for payment of the Purchase Price of those Goods.

(c) The Customer agrees that until payment has been made the Goods are held by it as bailee to be sold as agent for Saito, and that it will if requested to do so store the Goods in a manner that makes it clear that they are the property of Saito.

10. Repossession

Saito may take possession of the Goods where any event of default as defined in Clause 18 occurs or the Goods are at risk (as defined in Section 109 of the PPSA) and for that purpose it shall have the irrevocable right or licence by its agents, servants and employees to enter the premises of the Purchaser or any other premises where the Goods are situated without being liable in any way to the Purchaser, and the Purchaser shall indemnify Saito upon demand for all claims by any third party for any losses resulting from Saito effecting repossession.

11. Exemption of Liability

(a) Saito liability with respect to the Goods shall be limited to the warranty provisions of these Terms and Conditions.

(b) Saito shall have no liability for any loss, damage or injury arising directly or indirectly from any defect or non-compliance in the Goods or any other breach of Saito obligations herein other than as aforesaid.

(c) Saito will not be liable for any consequential, indirect or special damages or loss of any kind whatsoever to the Customer nor loss to the Customer's servants, agents, purchasers for any loss, damage or injury arising from any defect or non-compliance of the Goods.

(d) The Customer indemnifies Saito against all and any claims by customers' servants, agents, purchasers or other persons with respect to any loss, damage or injury arising from any defect or non-compliance of the Goods.

(i) In placing an order with Saito the Customer (where a Company, every Director and Shareholder of that Company and where a Partnership, every partner) irrevocably authorises any person or company to provide Saito with such information as it may require to establish the Customer's credit worthiness.

(ii) The Customer acknowledges all information collected by Saito concerning the Customer is collected for the purposes set out above and may be accessed and corrected by the Customer pursuant to the New Zealand Privacy Act 1993.

(iii) All information provided to Saito by the Customer and other information received about the Customer will be held by Saito at its Head Office in Auckland, New Zealand.

12. Warranty

(a) Saito shall remedy or replace any significant defect or deficiency in quantity of the Goods. Saito shall be the sole judge as to what constitutes a significant defect or significant deficiency in quantity.

(b) Where the Customer has inspected the Goods prior to delivery no notice of defect in the Goods as per sub-Clause (c) below shall be valid or accepted by Saito.

(c) Notice of any significant defect in the Goods or of deficient quantity must be delivered to Saito not more than seven (7) days after the date of delivery, excluding the day of delivery.

(d) In case of significant defect or deficiency in quantity, Saito retains the right to replace deliveries or remedy defects and shall have no liability whatsoever for any loss, including consequential loss, costs, damages or claims incurred by the Customer as a result, provided that Saito shall remedy the defect or deficiency with due expedience if accepted by Saito to be a significant defect or deficiency

(e) No warranty whatsoever shall apply to any goods sold or used by the Customer.

(f) Tolerances of technological origin such as size, colour, adhesive, quality, weight of material and details of finish and execution shall not be deemed a significant defect.

(g) No warranty is given regardless of the products offered by Saito for the purpose intended by the Customer. The onus of verifying suitability for the use intended lies with the Customer.

13. Proofs

(a) Proofs can be photomechanically or digitally produced. The Customer agrees the relevant production costs will be charged for any further proofs necessary as the result of the Customer's request for alterations. If the Customer requests alterations after giving permission to print, the Customer will pay all costs arising from the alteration in addition to the price agreed. The final proof copy approved by the Customer shall be deemed as acceptance by the Customer to proceed with production. The responsibility is on the Customer to verify whether the copy/proof is suited to the purpose. Saito shall not be held liable for any errors not corrected on the copy/proof by the Customer.

(b) Experimental and/or Creative Work: Experimental work, preliminary sketches, dummies and other creative work, intermediate materials and any resultant goods must be paid for by the customer unless the cost is separately identified and provided for as part of the quoted price and the customer shall not use any proposal or idea from the supplier for content, medium, layout or presentation until such work has been paid for.

14. Origination, Layout and Tooling

(a) Saito retains the right to all its own sketches, layouts, final drawings, originals, films, printing, punching and stamping, tooling etc used in any procedure and for any purpose. Drafts and layouts of Saito may not be duplicated, copied, imitated or made available to third parties. The Customer is responsible for ensuring that they are legally entitled to duplicate the printed matter ordered and fully indemnifies Saito in all respects should the Customer be in breach of this covenant.

(b) Printing origination and documents furnished by the Customer will only be kept in safe custody by Saito if agreed in writing. In all cases the period of safekeeping will expire after six months unless the Customer has placed a follow-up order before the deadline.

15. Electronic Images and/or Files

It is the customer's responsibility to retain a copy of any electronic image or file supplied by the customer to Saito. Saito is not responsible for accidental damage to any electronic material supplied and such material is held at the customer's risk. Saito may charge for any additional translating, editing or programming needed to utilise customer supplied files or images and such charges shall be in addition to the quoted price. Saito's own electronic records shall remain the property of Saito.

16. Data Processing

Saito is entitled to store in data files and, if necessary, process by its EDP computers any data concerning the Customer obtained relative to, or in connection with, the business relationship, irrespective of whether this data is obtained from the Customer or from third parties.

17. Labour

(a) The term "Labour" will include careful processing by Saito of all material furnished or made available by the Customer. Saito is not obligated to examine this material as regards to suitability.

(b) If parts of this material are subsequently found to be unsuitable all processing costs incurred shall be reimbursed to Saito by the Customer.

18. Default

(a) Saito shall be entitled to suspend or cancel all or any part of the Conditions of Sale and/or any other contract or contracts with the Customer, in addition to its other remedies, upon the happening of any of the following events of default:

(i) if any amount payable by the Customer to Saito is overdue;

(ii) if the Customer is in breach of any term of the Conditions of Sale;

(iii) if the Customer becomes insolvent;

(iv) if a receiver is appointed in respect of the assets of the Customer;

(v) if the Customer ceases or threatens to cease business;

(vi) if application is made for the liquidation of the Customer.

(b) If this agreement is cancelled all sums owing by the Customer shall become immediately due and payable.

19. Personal Property Securities Act 1999

I/We, the abovenamed Customer, hereby acknowledge/s in agreeing to these conditions of sale that:

(a) The terms contained in this application and conditions of sale constitute a security agreement for the purpose of Section 36 of the Personal Property Securities Act 1999.

(b) Pursuant to this security agreement the Customer will grant a security interest in all its present and after-acquired goods supplied by Saito and the proceeds of sale pursuant to the Personal Property Securities Act 1999.

(c) Saito may register a financing statement in respect of any such security interest on the Personal Property Securities Register and if so required by Saito the Customer will pay all Saito's expenses and legal costs (on a solicitor/client basis) in or in connection with the registration of a financing statement or financing change statement relating to the security interest created by this agreement or obtaining an order under section 167 of the PPSA.

(d) No goods will be supplied by Saito until this agreement has been signed by the Customer in accordance with the requirements of Section 36 Personal Property Securities Act 1999 and in a manner satisfactory to Saito and Saito is satisfied as to the creditworthiness of the Customer.

(e) The Customer agrees that sections 114(1) (a), 133 and 134 of the PPSA shall not apply to this agreement or the security under this agreement.

(f) The Customer waives their right to receive a copy of the verification statement confirming registration of a financing statement relating to the security interest created by this agreement.

(g) The Customer agrees that none of their rights as debtor under sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, and 132 shall apply to this agreement.

(h) The Customer agrees where Saito has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.

(i) The Customer will not change its name without first notifying Saito of its new name not less than seven days before the change takes effect.

20. Schedule of Goods

Goods that could be supplied include tags, labels, thermal transfer ribbons, thermal transfer printers, data capture equipment, software, bureau overprinting service and any other goods that may be described in any invoice rendered by Saito to the Customer.

21. Returns

- (a) Any goods/orders returned to Saito by the Customer shall be accepted at Saito's absolute discretion.
- (b) \$ 50.00 (+ GST) administration fee may apply to any orders accepted for return by Saito.
- (c) Any returns/credit that are our error will be exempt from any charges

22. Authorisation to obtain credit profile information

I/we authorise Saito to provide any of the above information to a credit risk management agency such as, but not limited to Veda Advantage Ltd. and in doing so agree that:

- (a) Saito will provide the information contained in the application relating to my trade references and credit worthiness via its reporting service.
- (b) Veda Advantage Ltd) will provide Saito with any information relating to my trade references and credit worthiness.
- (c) I/we acknowledge that the information obtained may be used to update specific credit reporting databases and acknowledge that this information will be made available to other parties that use similar credit referencing services.
- (d) If I/we default in my payment obligation to Saito, information about the default may be given to Veda Advantage, and Veda Advantage may give information about my default to other Veda Advantage customers. In accordance with the Privacy Act 1993, I /we am/are entitled to contact Veda Advantage to access my/our credit information, and if it is incorrect may request correction.