

→ NEW ACCOUNT REQUEST

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SMP SOLUTIONS

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ACCOUNT NAME	(NAME BY WHICH BUSINESS, ORGANISATION, ETC. IS KNOWN OR OPERATES)			
OWNERSHIP	(FULL LEGAL NAME OF COMPANY, ORGANISATION OR INDIVIDUALS, "TRADING AS" THE ABOVE IF DIFFERENT)			
TYPE OF BUSINESS <small>PLEASE CIRCLE ONE</small>	PUBLIC CO	REG. PRIVATE CO	INCORPORATED SOC.	PARTNERSHIP
	SOLE TRADER	CHARTERED CLUB	S.O.E.	GOVERNMENT
DATE OF INCORPORATION				
DELIVERY ADDRESS				
REGISTERED OFFICE ADDRESS				
POSTAL ADDRESS				
TELEPHONE NUMBERS	BUS.		PVT.	FAX
PROPRIETOR'S NAME				
MAJOR SHAREHOLDER				
NAMES AND ADDRESS OF ALL DIRECTORS, OR PARTNERS IF A PARTNERSHIP				
BANK AND BRANCH				
TRADE REFERENCES	1.		TEL	A/C No
	2.		TEL	A/C No
	3.		TEL	A/C No

SMP SOLUTIONS AND/OR ITS EMPLOYEES/AGENTS ARE HEREBY AUTHORISED TO MAKE ALL AND ANY ENQUIRIES REGARDING THE ABOVE TRADE REFERENCES AND/OR THE FINANCIAL POSITION OF THE APPLICANT AS IT CONSIDERS NECESSARY FOR THE DUE CONSIDERATION OF THIS APPLICATION.

MAIN BUSINESS ACTIVITY				
PERSONS WITH AUTHORITY TO ORDER ARE	1.		EMAIL:	
	2.		EMAIL:	
ACCOUNTS CONTACT:	EMAIL:			
ESTIMATED MONTHLY PURCHASES	\$			
WILL ALL PURCHASES FROM THIS COMPANY BE FOR RESALE? YES / NO				

DECLARATION:

1. WE HEREBY AGREE TO CONFORM TO YOUR TERMS AND CONDITIONS OF TRADE AS PRINTED ON THE REVERSE HEREOF AND FURTHER AGREE TO THE FOLLOWING.
2. I FURTHER AGREE THAT THE PRINTER SHALL RETAIN FULL OWNERSHIP OF ALL GOODS SUPPLIED UNDER THIS CREDIT AGREEMENT UNTIL SUCH TIME AS THE PRICE OF THE GOODS, INCLUDING ANY AND ALL OTHER GOODS SUPPLIED HAVE BEEN PAID FOR.
3. PAYMENT OF ALL GOODS AND SERVICES STRICTLY 20TH MONTH FOLLOWING RECEIPT OF INVOICE/STATEMENT.
4. UNDER THE TERMS OF THE PRIVACY ACT 1993, I AUTHORISE ANY PERSON OR COMPANY TO PROVIDE YOU WITH SUCH INFORMATION AS YOU MAY REQUIRE IN RESPONSE TO YOUR CREDIT ENQUIRIES. I ALSO AUTHORISE YOU TO FURNISH TO ANY THIRD PARTY, DETAILS OF THIS APPLICATION AND ANY SUBSEQUENT DEALINGS THAT I MAY HAVE WITH YOU.
5. I UNDERTAKE TO PAY THE ACCOUNT IN FULL ON OR BEFORE THE DUE DATE. IN DEFAULT OF ANY SUCH PROMPT PAYMENT, I UNDERTAKE TO PAY SUCH LATE PAYMENT INTEREST AT THE RATE OF 2% PER MONTH ON ANY AMOUNT OUTSTANDING, AND TO INDEMNIFY YOU AND PAY ALL COSTS AND EXPENSES WHICH YOU MAY INCUR IN RECOVERING FROM ME ANY OVERDUE AMOUNTS.
6. THE ACCOUNT HOLDER SHALL BE LIABLE FOR ALL ORDERS MADE ON ITS BEHALF OR OSTENSIBLY ON ITS BEHALF AND SMP SOLUTIONS SHALL NOT BE BOUND TO CHECK OR OTHERWISE CONFIRM THE SAME WHEN RECEIVED.

SIGNED _____ DATE _____
NAME _____ POSITION _____

OFFICE USE ONLY

CREDIT CHECK DONE BY:	DATE:	
APPROVED BY:	DATE:	
SALES CODE:	INDUSTRY CODE:	CUSTOMER CODE:
NEW ACCOUNT ENTERED BY:	CREDIT LIMIT:	DATE:

Standard Terms & Conditions & Recognised Customs of the PRINTING INDUSTRY (1-20)

Issued by the Printing Industries Federation of New Zealand. Inc.

1. QUOTATIONS. All quotations are based on printed, typewritten, electronic or other good copy acceptable to the supplier. Where the customer is supplying their own printing plates or any other item, they must be of an acceptable quality and quantity as determined by the supplier. The quotation is an interpretation of the customer's instructions, both written and verbal. Customers are therefore advised to carefully check quotations before accepting them. For the purpose of these terms of trade "quotations" includes "estimates".
2. ACCEPTANCE. The quotation will lapse if not accepted within 30 days.
3. GST. All quotations are exclusive of GST.
4. VARIATIONS/ALTERATIONS. All quotations are based on the conditions and specifications in the quotation, (ink, paper, quantity, delivery etc.) and covers all work and materials required to complete the order. Any variation or alteration to the specifications, copy and/or layout supplied by the customer, increase in material costs, or delivery schedule will make the quotation subject to amendment.
5. EXPERIMENTAL AND/OR CREATIVE WORK. Experimental work, preliminary sketches, dummies and other creative work will be charged by the supplier.
6. COLOUR PROOFS. There is no guarantee that production prints will exactly match colour proofs because of variations in proof preparation methods and substrates. The supplier will however use its best endeavours to provide a commercially acceptable finished product.
7. PROOF APPROVAL. The supplier is not liable for errors in the finished work where a proof has been submitted to and approved by the customer.
8. HOLDING OF PLANT TO CUSTOMER'S INSTRUCTIONS. Customers will be charged for any plant held waiting for customer's instructions.
9. CUSTOMER'S PROPERTY. The supplier will take reasonable skill and care of the customer's property and return it to the customer in good condition. If the supplier agrees to the storage of the customer's property, unless it is agreed in writing the supplier will not be responsible for insurance cover. Unless otherwise agreed in writing, the supplier may dispose of any materials held twelve months following the date of the invoice.
10. INTERMEDIATE MATERIAL. Ownership of intermediate materials will pass when it has been paid for. Charges for intermediate material will be determined at the time of quoting.
11. ELECTRONIC IMAGES AND/OR FILES. It is the customer's responsibility to retain a copy of any image or file supplied. The supplier is not responsible for accidental damage to any material supplied. Any additional translating, editing or programming needed to utilise customer supplied files or images will be charged.
12. QUANTITY. Every effort shall be made by the printer to deliver the quantity 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. Unless otherwise agreed in writing this margin shall be charged or deducted respectively on a pro rata basis.
13. DELIVERY. Unless otherwise agreed delivery is at the supplier's factory door in a continuous uninterrupted delivery of the complete order.
14. TERMINATION OF CONTRACT. Where a contract is cancelled by the customer, all work properly done by the supplier will be paid for by the customer. Contracts for the printing of periodicals can only be cancelled on the supplier receiving the agreed amount of notice in writing.
15. CLAIMS. Complaints regarding finished goods must be received by the supplier within a reasonable time. What is a "reasonable time" will depend on the circumstances of each case, however 10 days is to be regarded as the norm.
16. ILLEGAL OR LIBELLOUS MATERIAL. The supplier is not required to reproduce any material that is, in the supplier's opinion, illegal or libellous in nature or that is in breach of any statute.

The supplier will be indemnified by the customer in respect of any and all claims, costs, and/or expenses arising out of any libel or breach of statute or infringement of copyright, patent or design.
17. SUPPLIER'S LIABILITY. Where the customer is a company or a person in trade the Consumers Guarantee Act 1994 will not apply.

The supplier will not be liable for any indirect or consequential loss to the customer arising from third party claims occasioned by errors in the work or by delay in delivery.

No warranty is given or responsibility accepted by the supplier to ensure that goods produced comply with the requirements of any legislation relating to the marking and/or labelling, and/or packaging of goods. Compliance with any such legislation is the customer's responsibility.
- No guarantee is given that the goods supplied to the customer are fit for any purpose not made known to the supplier.
- The supplier shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, acts of God, equipment failure or mischievous damage or other cause beyond the supplier's control.
18. PAYMENT. Payment is due in full on or before the 20th of the month following delivery, unless as otherwise may be agreed.
19. GENERAL LIEN/ROMALPA CLAUSE. The supplier has in respect of all unpaid debts, a general lien on all the goods delivered by the supplier or in the supplier's possession. If after 14 days written notice a debt remains unpaid the supplier is entitled to enter the customer's premises and seize the goods unpaid for and to dispose of the goods as the supplier sees fit and apply such proceeds towards the debt.
20. DISPUTE RESOLUTION. In the first instance any dispute between the parties must be discussed between them to attempt to settle the dispute. Where the parties cannot reach a settlement between themselves, the supplier as a member of Printing Industries New Zealand allows the parties access to the services of Printing Industries New Zealand to resolve any differences between the parties by mediation. If no agreement can be reached through mediation the parties may agree to arbitration by Printing Industries New Zealand by signing a separate agreement. This clause does not remove the customer's right to refer any dispute to any other body or organisation, or impose any requirement that the customer attend any mediation or arbitration.
21. FILM & PLATES. Where film and/or plates are supplied by the customer, the acceptance of quotations recognises that loss of press time due to imperfections in such items is to the customer's account. Such charges will relate to "hold press" time awaiting the remaking of the plate(s) – or the lifting of the job (at the discretion of the supplier) plus the cost of the subsequent make-ready. Such charges to be based on the time involved at the hourly press rate on which the quotation was based.
22. OVERDUE ACCOUNTS. All legal costs calculated on a solicitor/client basis incurred by the supplier in the recovery of overdue accounts, all collection fees, late payment fees and the like are payable on demand by the customer.

Interest at the rate of 2% (or as otherwise may be agreed) per calendar month calculated on a daily basis shall be payable by the customer on any outstanding payments from the due date until actual payment. Such interest shall accrue both before and after any judgment.