

**PROCLAIM SOLUTIONS GROUP LTD  
CONDITIONS OF SALE**

Prior to placing an order for goods and/or services with Proclaim Solutions Group Ltd, customers are advised to carefully read the following terms under which Proclaim Solutions Group Ltd accepts orders.

If any of these conditions are not acceptable to an intending customer, please refer immediately to the Proclaim Solutions Group Ltd representative. Any negotiated change, deletion or modification to the Conditions of Sale requires the written acceptance of the Proclaim Solutions Group Ltd Managing Director prior to an order being placed. Such departure from normal trading terms shall not create a precedent, or apply to any other orders whether they are in progress or placed at a subsequent date.

1. QUOTATIONS. All quotations shall be deemed to interpret the customers' instructions, written and verbal, which will be assumed to be accurate. Customer's are accordingly advised to exercise due care and attention when checking quotations before any further work proceeds. Any deviation may require a revised quotation. Proclaim Solutions Group Ltd is liable only for written quotations and not for any verbal quotations or representations, such written quotations to remain open for acceptance for a period of one month from their date.
2. COST VARIATION. Quotations are based on the costs prevailing at the time of quoting. The quoted price shall always be subject to amendment in recognition of the movements in these costs after quotation date.
3. GOODS AND SERVICES TAX. The customer shall pay Goods and Services Tax at the rate applying.
4. INKS. Unless otherwise specified all single colour work is quoted on the basis of using black ink. Any changes in the ink required after quotation may be charged as an extra.
5. ACCEPTANCE. Placement of order shall constitute acceptance of Proclaim Solutions Group Ltd conditions of sale.
6. LATE MATERIAL. Where the customer fails to meet an agreed production schedule with the supply of copy, film or other material to Proclaim Solutions Group Ltd, additional costs may be incurred and it will be charged to the customer. Also, agreed production schedules may be deemed void if start dates are missed.
7. VARIATIONS AND 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.
8. AUTHOR'S CORRECTIONS. Author's corrections on and after the first proof including alterations in style shall be an additional charge.
9. CUSTOMER'S EXPERIMENTAL ORDERS. Work of an experimental nature prepared at the customer's request shall be considered an order and charged for accordingly.
10. PROCLAIM SOLUTIONS GROUP LTD SPECULATIVE WORK. Sketches, dummies and designs submitted by Proclaim Solutions Group Ltd on a speculative basis shall remain Proclaim Solutions Group Ltd property and no use shall be made nor any idea obtained from these, without the agreement of Proclaim Solutions Group Ltd in writing.
11. TYPE AND OTHER INTERMEDIARY MATERIAL. Unless otherwise agreed in writing, typesetting, artwork, colour separations and/or any other intermediary material specifically required for the completion of a customer's order, shall be an additional charge.
12. THE CUSTOMER'S INSTRUCTIONS. It is recommended that the customer should confirm all instructions in writing, as Proclaim Solutions Group Ltd will not be liable for errors or omissions relating to misinterpretation of the customer's verbal instructions.
13. COLOUR PROOFS. No guarantee shall be given to exactly match a print production with a colour proof because of variances in proof preparation methods and substrates. However, Proclaim Solutions Group Ltd shall at all times endeavour to provide the customer with a commercially acceptable interpretation of the proof.
14. SUPPLY OF ORIGINATION ON DISC. Proclaim Solutions Group Ltd does not take responsibility for any damage or loss of data and urges clients to supply back up files. We do not take any responsibility for errors or omissions that may occur in converting files. Where laser proofs are not supplied we do not take any responsibility for incorrect output and will charge for time spent to correct the output. Printing and delivery schedules are based on files being output without alterations or corrections required and so may be deemed to be void if such corrections are necessary. Proclaim Solutions Group Ltd will not accept responsibility for the final print quality if trapping (spreads, chokes) is not used, all supply instructions are not followed and a document information form not supplied with the files. Proclaim Solutions Group Ltd makes no claim or representation that it has expertise in converting material supplied on disc but that it will arrange for such conversions to take place with companies as are appropriate. Discs, USB and any other form of electronic storage supplied by the customer shall remain the property of the customer unless otherwise instructed in writing, Proclaim Solutions Group Ltd shall assume that these are a copy of the original.
15. ELECTRONIC IMAGES AND/OR FILES. It is the customer's responsibility to retain a copy of any image or file supplied. Proclaim Solutions Group Ltd 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.
16. COMPUTER AIDED DESIGN. Proclaim Solutions Group Ltd shall not take responsibility for finished quality where computer files do not include trapping spreads, chokes, bleeds and other accepted convention of the printing industry.
17. ELECTRONIC STORAGE. Unless otherwise agreed in writing the customer shall have no right or title to material stored by Proclaim Solutions Group Ltd on discs, tapes or any other form of electronic store, but if Proclaim Solutions Group Ltd agrees to duplicate or transfer stored electronic material to the customer Proclaim Solutions Group Ltd shall have the right to charge for the service.
18. PAPER SUPPLIED. All paper supplied by the customer for the production of the customer's work shall be subject to a charge for handling, storage and profit as determined by Proclaim Solutions Group Ltd. Paper supplied by the customer must be of a standard acceptable to Proclaim Solutions Group Ltd. Proclaim Solutions Group Ltd will not be responsible for quality on substandard paper and additional costs occasioned by paper problems will be charged to the customer where the customer supplies materials. Adequate supplies shall be furnished to cover spoilage as agreed by Proclaim Solutions Group Ltd.
19. THE CUSTOMER'S PROPERTY AND PROPERTY SUPPLIED. The customer's property and all property supplied to Proclaim Solutions Group Ltd by or on behalf of the customer shall be held at the customer's risk. Every care will be taken to secure good results where the materials or equipment are supplied by the customer. If any change or correction is necessary in order to supply properly finished work the additional work shall be at the customer's expense. Responsibility shall not be accepted for substandard property.
20. HOLDING PRESS TO THE CUSTOMER'S INSTRUCTIONS. Presses held awaiting the customer's instruction shall be at an additional charge for the time standing.
21. SUSPENDED WORK ON THE CUSTOMER'S INSTRUCTIONS. The suspension of any work on the customer's instruction for a period of 30 days or more shall entitle Proclaim Solutions Group Ltd to payment in full for all work in progress at the time of suspension. Proclaim Solutions Group Ltd may revise the quotation for the uncompleted portion of the order before proceeding.
22. CANCELLATION OF ORDERS. Orders shall not be cancelled except upon terms which compensate Proclaim Solutions Group Ltd for all expenses incurred and otherwise protect Proclaim Solutions Group Ltd against loss.
23. ORIGINATION, PLATES, BLOCKS ETC. Unless otherwise specified in writing, in all cases where the customer has been separately invoiced with the cost of such work, the ownership of such material shall remain with the customer. Unless advised in writing within a period of twelve months from date of invoice Proclaim Solutions Group Ltd may dispose of these materials. Any proceeds arising from their disposal may be used by Proclaim Solutions Group Ltd to offset the cost of storage.
24. DELIVERY. Unless specified otherwise, quotations shall be based on delivery at Proclaim Solutions Group Ltd door, insurance of the goods against loss or damage during freighting is the customer's responsibility unless otherwise specified in the quotation. Risk shall pass to the customer on delivery.
25. URGENT DELIVERY. Should urgent delivery be agreed to, all related costs including overtime shall be an additional charge.
26. VARIATION IN QUANTITY. Every effort shall be made by Proclaim Solutions Group Ltd to deliver the quantity specified. All quotations however are conditional upon a margin of 5% in single colour work and 10% in multicoloured work being supplied over or under. Unless otherwise agreed in writing this margin shall be charged or deducted respectively on a pro rata basis.
27. CLAIMS. Any complaint shall be made in writing within 10 days of receipt of goods. Beyond this no claim shall be recognised.
28. OUTSIDE INFLUENCES. Proclaim Solutions Group Ltd shall not be responsible for any delay, default loss or damage due to any industrial disputes, accidents, acts of God, equipment failure, unavailability or non-supply of ink, paper or other consumables or other causes beyond Proclaim Solutions Group Ltd's control.
29. PROOF APPROVAL. Proclaim Solutions Group Ltd shall not be liable for errors in the finished work where a proof has been submitted to and approved by the customer. All proofs, including proofs subsequent to amendments or alterations shall be charged to the customer.
30. LIABILITY. Proclaim Solutions Group Ltd shall not be liable for any indirect or consequential loss or for the loss to a customer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery. No warranty shall be given or responsibility accepted by Proclaim Solutions Group Ltd 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 the requirements of any such legislation shall be the sole responsibility of the customer. All other warranties are expressly excluded. Without limiting the generality of the foregoing, the customer acknowledges that any contract between Proclaim Solutions Group Ltd and the customer shall be a business transaction for purposes of the Consumer Guarantees Act 1993 and that Act shall not apply to any such contract.
31. ILLEGAL OR DEFAMATORY MATTER. Proclaim Solutions Group Ltd shall not be required to print any matter which in Proclaim Solutions Group Ltd's opinion is or may be illegal or defamatory in nature or in breach of the Fair Trading Act 1986 or any other statute or any provision thereof. Proclaim Solutions Group Ltd shall be indemnified by the customer in respect of any claims, costs and/or expenses arising from or out of any illegal or defamatory matter or any breach of the Fair Trading Act 1986 or any other statute or any infringement of copyright, patent or design.
32. SUITABILITY OF GOODS. No guarantee shall be given or implied that the goods supplied at the customer's instructions or designed by Proclaim Solutions Group Ltd to those instructions are suitable for specific market requirements.
33. PAYMENT TERM. Unless otherwise stipulated by Proclaim Solutions Group Ltd or otherwise agreed in writing between Proclaim Solutions Group Ltd and the customer, payment of Proclaim Solutions Group Ltd's account is due in full on or before the 20th of the month following delivery ex Proclaim Solutions Group Ltd. Proclaim Solutions Group Ltd may charge interest at commercial overdraft rates on any sum not paid by the due date. Proclaim Solutions Group Ltd shall not be obliged to complete any order where payment for any previous order is overdue.
34. GENERAL LIEN. Proclaim Solutions Group Ltd shall in respect of all unpaid debts due from the customer have a general lien on all the goods and property in Proclaim Solutions Group Ltd's hands and apply the proceeds toward such debts.
35. OWNERSHIP OF GOODS. All orders completed by Proclaim Solutions Group Ltd remains Proclaim Solutions Group Ltd's property until payment has been received.

**PLEASE INITIAL & EMAIL TO: [accounts@proclaim.co.nz](mailto:accounts@proclaim.co.nz)  
ALONG WITH SIGNED FRONT PAGE**