



APPLICATION FOR MONTHLY ACCOUNT

Please <input checked="" type="checkbox"/> as applicable	COMPANY	PARTNERSHIP	ORGANISATION (INC. SOCIETY)	SOLE TRADER
FULL LEGAL NAME				
TRADING NAME (IF DIFFERENT FROM ABOVE)			TELEPHONE	
POSTAL ADDRESS			FAX	
STREET ADDRESS			EMAIL	

LIMITED LIABILITY COMPANIES

COMPANY REGN. No.		DATE ESTABLISHED	
A/C'S PAYABLE CONTACT			

PLEASE GIVE DETAILS FOR THREE CREDIT REFERENCES.

	COMPANY	CONTACT NAMES	TELEPHONE NUMBER
1			
2			
3			

DECLARATION

I HEREBY DECLARE THE ABOVE INFORMATION TO BE CORRECT AND THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS ON BACK HEREOF. I SIGN BELOW AS A DULY AUTHORISED PERSON OR OFFICER.

We understand that the credit terms are strictly monthly, and that payment is to be made on the 20th of the month following delivery. Credit terms of Paul M Ltd are subject to change based on prevailing market conditions. Any changes, however, will be communicated in writing prior to implementation. If credit terms are not adhered to, interest will be charged on the monies owing at 2.5% per month or part thereof computed from such date. We understand that we are liable to pay all expenses, interest and legal costs incurred by Paul M Ltd as a result of our default.

SIGNED _____

NAME IN BLOCK LETTERS _____ DATE _____

PRIVACY ACT 1993

"I/We authorise any person or company to provide you with such information as you may require in response to your credit and/or employment enquiries.

I/We acknowledge that information collected by you has been collected to assess the application, and will be held by Paul M Ltd at its offices in Manurewa (where upon payment of a nominal fee you may access and correct any information so held). It is intended that in accordance with the authorisation above, we may furnish details of information to third parties who for the purposes of our assessment of your application and any ongoing dealing are required to comment upon that information.

Should you fail to provide any information requested by this application, your application may be declined."

SIGNED _____ DATE _____

CONDITIONS

1. URGENCY FEES

Paul M Ltd. do not charge an urgency fee. Our standard turn-around time is 6-8 hours, however should you require your job sooner, just indicate the time you require your job finished on the order forms provided and we will endeavour to meet your deadlines. Whilst every effort will be made we can not be held in any way responsible for not meeting deadlines.

2. DELIVERY

Paul M Ltd. offer a FREE PICK-UP & DELIVERY SERVICE by prior arrangement to customers in our area. Where customers are outside our in-house delivery service we can arrange courier delivery and pick-up at the additional cost to the client. Urgent 1 hour courier service and out-of-town courier services are also available. Paul M Ltd. can not be held liable for any material lost or damaged in the process of delivery when a package is delivered by a commercial courier company, nor is it responsible for meeting delivery deadlines.

3. PAYMENT

Payment is strictly 20th of the month following date of invoice for all those clients holding an approved account with Paul M Ltd. If you do not hold an account with Paul M Ltd. then payment is upon delivery, or within 7 days by prior arrangement. All outstanding accounts will attract interest calculated daily from the due date until full payment is made. Paul M Ltd. retain full legal and beneficial ownership of all goods and services until paid in full. All costs incurred in recovering monies owned be it commission, legal fees, etc will be at the customers expense and added to the sum owed. Paul M Ltd. reserves the right to repossess / withhold goods supplied should there be reasonable doubt of impending insolvency / receivership or inability to pay.

4. CUSTOMERS INSTRUCTIONS

All customers' instructions must be in writing and state clearly all requirements of the customer including any variation requested by the customer to original instructions.

5. ALTERING OR PROCESSING WORK

Altering or processing the customer's property is undertaken at the customer's risk. Paul M Ltd. is not liable for any damage caused to the original property or defects in the alterations if the customer's written instructions have been complied with to the satisfaction of Paul M Ltd.

6. CHARGES IN EXCESS OF QUOTATIONS

- An estimate may be given on any material submitted other than final art work but will not be binding as a quotation.
- Quotations are calculated on final art work only.
- All extra work or cost caused by variation to the original quoted art work will be automatically charged to the customer.
- Quotations are valid for 14 days unless otherwise agreed in writing.

7. CONSEQUENTIAL LOSS OR DAMAGE

It is the responsibility of the customer, his/her agent or his/her printer to examine all negatives, positives, proofs (electronic, photo mechanical or otherwise) or press plates before going to press and/or issue of the necessary instruction to the lithographer.

If such an examination occurs prior to printing or publication and thereafter printing or publication occurs despite the existence of a fault (whether apparent or otherwise) which has been overlooked by the customer, his/her agent or his/her printer, Paul M Ltd. will not be responsible for any loss that may occur as a result of the use of the negative, positive, electronic image or press plate. Where no such examination occurs prior to printing or publication and thereafter printing or publication occurs despite the existence of a fault which has been overlooked by the customer, his/her agent or his/her printer, Paul M Ltd. will not be responsible for any loss that may occur as a result of the use of the negative, positive, electronic image or press plate.

In particular, he/she is not liable for delay or expenses caused by a printing press being held up waiting for his/her plates, corrections or changes, or for reprinting, or for delays due to incorrect despatch or non-arrival after despatch of plates, film, disks, bromides etc, supplied by the customer and/or third

party supplier and advised by Paul M Ltd.. In the event of customer's copy not coming to hand in accordance with the original written instruction Paul M Ltd. shall not be liable for late delivery.

8. COPYRIGHT

Orders are accepted only where the customer has all legal rights to reproduce the copy submitted and has or will indemnify Paul M Ltd. against all liability consequent on reproduction at or prior to the issue of written instruction to Paul M Ltd.

9. CUSTOMER'S PROPERTY

All copy and other articles EITHER IN TRANSIT or submitted to Paul M Ltd. or our SUB-CONTRACTOR are at the customer's risk. Paul M Ltd. are not liable for any loss thereof or damage thereto. Unless otherwise arranged in writing, work left with Paul M Ltd. after completion of work is at the customer's risk.

10. EXPEDITED DELIVERIES

Where Paul M Ltd. undertakes an order for delivery in less than the time requisite for its proper production in ordinary working hours, he makes every effort to secure freedom from defects. However, on the acceptance of such written instruction by Paul M Ltd. the customer acknowledges that he/she is prepared to grant reasonable allowance for any loss in quality. Should the early delivery necessitate overtime being worked or other additional cost being incurred, an additional charge may be made to cover this enhanced service to the customer

11. AUTHORITY TO RELEASE CLIENT'S PROPERTY ON FILE

Any material held on file on the customer's behalf will be released to a third party only on receipt of WRITTEN AUTHORITY from the customer and a charge may be made at the discretion of Paul M Ltd.

12. OWNERSHIP OF INTERMEDIATE PRODUCTS

Where Paul M Ltd. is commissioned to produce final film, bromide, or otherwise, all immediate film work associated with its manufacture remains at all times the property of Paul M Ltd. Unless expressly ordered as such and for which separate charges have been made, negatives, positive, disks, bromides, etc used in producing the final article for sale remain the property of Paul M Ltd. and as such are not bound to retain such material for further production unless special arrangements are made, and confirmed in writing.

In the event of such special arrangements being made, no material will be held for longer than 12 months unless a renewal request for specified orders is made in writing. Paul M Ltd. in no way accepts responsibility for damage or loss while so stored even though a charge may have been made for this service.

In particular, should Paul M Ltd. initiate a design by their own production, import or otherwise; that design and negatives, positive, type fonts, etc, therefrom remain the property of Paul M Ltd.. In the absence of specific written agreement between Paul M Ltd. and his/her customer signed by both parties copyright in any negatives, positives, disks, bromides, type faces or other material made, produced or provided by Paul M Ltd. remain with Paul M Ltd.

13. OWNERSHIP OF FILM AND/OR IMMEDIATE FILM

Where Paul M Ltd. is commissioned to produce a printing plate. All film associated with its manufacture remains at all times the property of Paul M Ltd.

14. DISK, TAPE, CD OR OTHERWISE STORAGE

Unless arranged in writing prior to origination, the client shall have no right or title to material stored on any type of discs or magnetic tape or on any other electronic form of storage. Discs supplied by the client remain client property. Paul M Ltd. reserves the right to charge for duplication for transferring stored electronic material to client discs.

Unless instructed in writing to the contrary Paul M Ltd. will assume that any electronic storage material supplied by the customer is a duplicate copy of the original material.

15. PROGRESS PAYMENTS

After work has been in hand for one month Paul M Ltd. shall be entitled to payment for working completed in that given month.

16. PERFORMANCE OF PRODUCTS

Where the customer's written instructions have been carried out correctly Paul M Ltd. is not responsible for lack of performance of their product in subsequent printing processes. Although every endeavour will be made, Paul M Ltd. will not accept responsibility for non-performance of material or plates supplied by a customer for processing, particularly where no inspection has been undertaken by the customer.

Size is understood to mean linear scale, not area. Half size, for example, means reducing both the width and depth to half measurements of the width and depth of the original.

17. QUERIES

Any queries relating to the job cost or job quality MUST BE MADE WITHIN 7 DAYS OF RECEIPT OF FINISHED JOB. Any queries after this date will not be entered into. Whilst Paul M Ltd. offers a service of providing charge dockets for all work done, it is the client's responsibility to ensure that they make themselves aware of all final costings. Paul M Ltd. will not be responsible for customers not receiving their Charge Docket within 7 days.

18. SKETCHES, SUGGESTED DRAWINGS, EXPERIMENTAL WORK

Where a customer requests the preparation of rough sketches, and/or suggested designs or the undertaking of experimental work, the request is deemed to be a binding order and the customer is thereby prepared to pay for the work involved.

19. SAVING

Notwithstanding that Paul M Ltd. may agree in respect of any transaction either expressly or by implication to waive any one or more of the above practices and customs, such agreement in no way releases the customer from any other obligation in respect of the same transaction or any obligation or requirement set out herein in respect of subsequent transactions.

20. WORK ORDERS

Accounts will only be accepted by credit approved customers. Where a job is undertaken by an existing customer that customer is responsible for the work and costs incurred. Paul M Ltd. will not accept any accounts being transferred on to a third party unless agreed upon in writing prior to accepting the job. Such an agreement does not release the existing customer of their responsibility for ensuring this debt is paid in full and by the due date. If such a debt is NOT paid by the due date, then that debt will automatically transfer back to the original client and be charged interest accordingly on the outstanding amount.

21. TERMS

All prices are quoted net payable on the 20th of the month following date of invoice, unless otherwise stated. In the event of payment not being received by such date, interest at current commercial rates will be charged by Paul M Ltd. on the overdue balance calculated daily from the due date until full payment is made. The charging of interest does not imply the granting of any extension of credit terms.

22. COMPLIANCE WITH STATUTE

The above practices and customs have been compiled in compliance with the requirements of relevant and current legislation including but not limited to the Consumer Guarantees Act 1993, the Sale of Goods Act 1908, and the Fair Trading Act 1986 and including any and all amendments thereto. For the avoidance of doubt the Consumer Guarantees Act shall not apply in respect of any goods or services provided to any customer in respect of any business operation of that customer and/or where the acquisition of the good or service by the customer has been made to advance the customer's business interest in any way.

23. ACCEPTANCE OF TERMS AND CONDITIONS

The placement of an order with Paul M Ltd., by writing or otherwise is deemed acceptance of these terms and conditions.