

Espresso Ads Limited - Terms and Conditions

ESPRESSO ADS LIMITED - TERMS OF TRADE

1. Price

As quoted on the order form. All prices quoted are exclusive of GST. Quotes are valid for 30 days from date of quote.

2. Deposit

30% of the price in Clause 1 above to be payable immediately upon signing the order form. The deposit paid is non-refundable.

3. Place and date of delivery

Goods shall be delivered to the buyer's place of business on the date and time as agreed on the order form. Delivery times are approximate only. The seller shall endeavour to deliver all goods as close to the agreed delivery time as possible.

If deliveries of goods are not accepted by the buyer or buyer's agent at the time of delivery, then the buyer shall pay any associated costs with storing, transport and/or delivery of the goods.

4. Payment

At the option of the seller, upon delivery of the goods or the 20th of the month following posting of account to buyer. Interest shall be payable for late payment from the date of account at 5% per month or part of a month.

5. Transfer of property and goods to buyer

Ownership of the goods shall pass to the buyer on full payment of the agreed price in Clause 1.

6. Carrier

The seller may engage a carrier at the expense of the buyer to deliver the goods to the buyer's place of business, or other address mutually agreed to between the buyer and seller.

7. Rights of unpaid seller

Irrespective of whether property in the goods has passed to the buyer or not, until the seller shall have received the price of the goods the seller may hold or obtain possession of the goods and sell or resell the goods at the prevailing market price at the time of sale, and may direct any carrier as agent of the buyer.

8. Quality or fitness description or sample

The seller does not undertake as to the quality, fitness, description or sample, except to the extent that the buyer has set forth the requirements of the buyer on the order form attached to these terms of trade and has agreed and signed off the proof prior to print.

9. Right of rejection of buyer

The buyer shall notify the seller in writing within twenty four hours in the event that the contents of the order form setting out quality, fitness, description or particulars of sample are not complied with. In the event of the buyer not so notifying the seller then the buyer shall be liable for the full price of the goods.

10. Discrepancies in Quantity

The buyer shall take delivery of the goods tendered notwithstanding that the quantity delivered shall be either greater than 10% or less than 10% of the quantity purchased. This is in accordance with industry practice.

11. Risk

Excepting that the seller shall take reasonable precautions to preserve the goods, the risk of the goods shall be that of the buyer from the time the goods leave the premises of the seller.

12. Artwork Changes

Prices quoted are exclusive of Artwork charges (includes proof, film and plates). Artwork charges are approximate only and are subject to sighting final artwork. Additional charges may be incurred for any alterations to artwork or design.

13. All prices are in New Zealand dollars.

14. All legal jurisdiction is under New Zealand law.

For full up to date pricing, and further information please contact info@espressoads.co.nz