



## Displayways (NZ) Ltd – Standard Trading Conditions

1. **QUOTATIONS:**  
Prices quoted are based on prices at date of quotation. Any increases which are beyond our control, in cost of materials and labour after the quotation date shall be to clients account. Unless otherwise stated prices are net and exclude GST, packaging, postage, cartage and freight. All hire prices are subject to change at anytime without notice.
2. **ESTIMATES:**  
Estimates should be treated as an approximate price only and will not be binding as in a quotation.
3. **DESIGNS:**  
Unless otherwise agreed in writing we retain the property and copyright in all designs and floor plans. Development and experimental work is undertaken at the client's expense whether or not an order is subsequently placed. Unless otherwise agreed in writing charges made for initial tooling and setting up do not entitle the client to the dies, moulds, tools, drawings or prints.
4. **DELIVERY:**  
Delivery dates are stated in good faith and we do not accept liability for any delay unless arising from negligence or default on our part(or, for any reason). Delivery shall be deemed to be completed upon receipt of the goods by the customer or on arrival at the location specified by the customer. The Rental shall be deemed to be completed upon removal of the goods by the Owner from the location specified by the customer. Security of hire goods shall be the responsibility of the hirer until such time that the goods have been collected.
5. **PERMITS:**  
Unless otherwise agreed in writing all resource consents and/or building permits are the responsibility of the Hirer.
6. **PAYMENTS:**  
Accounts are due for payment by the 20<sup>th</sup> day of the month following the date of delivery where a credit account has been pre-approved. We shall be entitled to make an additional charge for costs incurred in order to meet the delivery date by reason of the client's failure to supply promptly information or materials required for the completion of the order. Interest will be charged on all overdue accounts at the rate of 3% per month. The charging of interest does not imply the granting of any extension of any credit terms. Collection costs and solicitors fees and disbursements shall be borne by the Client for recovery of equipment and monies.  
**6.1.PROGRESS PAYMENTS:**  
After work has been confirmed a progress payment up to fifty percent of the value of work to be done may be requested. Further progress payments may be requested until completion of the work, unless otherwise agreed in writing prior to work commencing.
7. **DAMAGE TO GOODS:**  
In case of damage to goods in transit we must be notified in writing of the claim within 3 days of receipt of the goods otherwise responsibility cannot be accepted.
8. **OWNERSHIP AND RISK:**  
Ownership of the rental goods is retained by Displayways (NZ) Ltd. Notwithstanding that ownership in the goods remain with us all risk in respect of goods supplied shall pass to the customer upon delivery.
9. **EXEMPTION FROM LIABILITY:**  
We shall not be liable for:  
(a) any claim for damage to or faults or shortages in goods not notified within 3 days of delivery.  
(b) loss caused by any factor beyond our control.  
(c) failure to deliver the goods by any specified dates.  
(d) loss consequential on any of the above or otherwise however occurring  
  
Our Liability for defective or damaged goods and loss caused thereby is limited at our option to either:  
(a) Replacing the defective or damaged goods: or.  
(b) Refunding the price of the defective or damaged goods rejected.
10. **HIRE PERIOD, CHARGES AND CANCELLATION:**  
(a) Confirmation is subject to stock availability and full payment being received.  
(b) Hire orders must be paid for in full prior to hire commencement date.  
(c) A surcharge of 25% of total hire will apply for late orders placed 5 days prior to event pack in.  
(d) A cancellation fee of 50% of the full hire will apply for orders cancelled 5 days prior to delivery.  
(e) Any orders delivered and then cancelled will be charged at the full rate.
11. **OWNERS RIGHT TO TERMINATE HIRE:**  
The owner may terminate the hire at any time in the event of the breach of any of these terms and conditions by the hirer. The owner will not be responsible to the hirer for any loss he/she may claim to have suffered in respect of such termination.  
  
The Owner or its servant or servants, agent or agents shall be entitled at all reasonable times to inspect the equipment hired and the hirer hereby gives irrevocable leave and licence to the Owner or its servant or servants, agent or agents to take possession of and remove such equipment when the owner is entitled to terminate the hire under these Terms and Conditions and for such purpose to enter the premises of the hirer, and as the hirer's agent and as his act, to enter upon any premises whereon the equipment or any part thereof may be for any of the aforesaid purposes.
12. **CARE OF EQUIPMENT:**  
a. The hirer shall take proper care of the equipment and shall indemnify the owner against any damage or loss arising out of its use or theft.  
b. It is the hirer's responsibility to satisfy them-self that the equipment is suitable for the work intended and that it is used in a way that complies with all statutory requirements.  
c. The equipment does not purport to be new stock or equal to new but when sent out all items are understood to be in good condition and fit for normal purposes.  
d. An extra charge will be made by the Owner for all cleaning of equipment necessitated, where the same or any of it is returned in otherwise than clean and hygienic condition.  
e. Damaged or missing equipment will be charged to the Hirer. Until the equipment is returned to the Owner is shall be at the risk in all things of the Hirer.
13. **INJURY OR DAMAGE TO HIRER OR THIRD PERSONS OR PROPERTY:**  
The hirer shall not have claim against the Owner for loss or damage suffered by the Hirer as a result of the Hirer's use of equipment and further the Hirer will indemnify the owner against any claim made against the Owner by a third person or other losses arising out of the equipment by the Hirer.
14. **ACCEPTANCE:**  
Any instructions received by the owner from the hirer for the supply of goods and services shall constitute a binding contract and acceptance of the terms and conditions contained herewith whether or not the terms and conditions are signed by the hirer.
15. **NO ASSIGNMENT OF HIRE AGREEMENT:**  
This agreement is personal to the Hirer and not capable of assignment by him/her. The person accepting this document for and on behalf of the hirer (if not personally the Hirer) warrants that he/she has the authority of the Hirer to make this contract on the Hirer's behalf and that he/she is empowered by the Hirer to bind the Hirer to this agreement. The person so accepting hereby indemnifies the Owner against all loss and costs that may be incurred by the Owner arising out of the person so accepting the agreement failing to have such power or authority.
16. **GENERAL:** Where any of these Terms and Conditions operate to limit or exclude any liability on the part of Displayways (NZ) Ltd then for the avoidance of doubt these Terms and Conditions constitute an agreement in writing for the purposes of Section 43(2) of the Consumer Guarantees Act 1993.

COMPANY NAME: \_\_\_\_\_

NAME OF SIGNATORY: \_\_\_\_\_

ACCOUNTS RECEIVABLES EMAIL ADDRESS: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_