



Signbase Limited
Terms and Conditions of Trade

1. Introduction and Definitions

1.1 Application of Terms

These Terms and Conditions of Trade ("Terms") apply to all goods and services supplied by Signbase Limited ("Supplier", "we", "us", "our") to the customer ("Buyer", "you", "your").

1.2 Precedence

These Terms prevail over any other terms and conditions unless specifically allowed in writing by a Director of the Supplier.

1.3 Definitions

"**Buyer**" means the person or entity ordering goods or services, including any organisation they represent

"**Goods**" means all products, materials, signage, and items supplied

"**Services**" means all work, installation, design, and related services provided

"**Contract**" means any agreement incorporating these Terms

2. Quotations and Orders

2.1 Order Process

Orders should be placed in writing with clear specifications. We are not responsible for errors arising from verbal instructions or misinterpretation.

2.2 Quotation Validity

Quotations are valid for 30 days from the date of issue unless otherwise stated. After this period, a new quotation will be required.

2.3 Variations and Cancellations

- Changes to specifications after order acceptance may incur additional charges
- If an order is cancelled or suspended, you must immediately pay for all work completed to that date
- We reserve the right to adjust pricing if variations are requested

2.4 Right to Refuse Work

We reserve the right to refuse any work that we reasonably consider to be unlawful, offensive, or inappropriate.

2.5 Quantity Tolerances

Quotations allow for a 10% margin on quantities (overs/unders), charged or credited on a pro-rata basis. Colour matching includes reasonable tolerances to achieve a satisfactory match.

2.6 Expedited Delivery

Additional charges apply for urgent or expedited delivery requests.

2.7 Preliminary Work

Design work, sketches, prototypes, and origination costs constitute billable orders, even if the project does not proceed. All preliminary materials remain our property until paid for in full.

2.8 Tooling and Equipment

Payment for design work does not transfer ownership of dies, jigs, screens, patterns, films, or digital files, which remain our property unless specifically agreed in writing.

3. Pricing

3.1 Price Basis

Prices are as stated in our quotation, invoice, or order confirmation.

3.2 Additional Charges

The following may be charged in addition to quoted prices:

- Delivery and freight
- Installation costs
- Vinyl and paint removal (actual costs may exceed estimates)
- Permit fees and regulatory approvals
- Engineering calculations and technical drawings
- Primary electrical wiring (quoted separately)
- Site safety induction fees (at our discretion)
- Administrative fees for additional information or documentation requests related to the scope of work (at our discretion)

3.3 Material Substitutions

We reserve the right to:

- Make minor dimensional adjustments to maintain design balance
- Substitute materials of similar specification if originals are unavailable

3.4 Taxes and Duties

All applicable taxes (including GST), duties, and government charges are payable by you in addition to quoted prices.

3.5 Price Variation

If material, labour, or service costs increase between quotation and completion, we may adjust prices accordingly. You will be notified of any material price increases.

4. Payment Terms

4.1 Payment Due Date

Payment is due by either 7 days, the 20th day of the month, or as stipulated on your invoice.

4.2 Settlement Terms

Payment terms are strictly settlement on or before the 20th of the month following delivery.

4.3 Progress Payments

For projects exceeding one month:

We may request progress payments of up to 75% of work completed

Further monthly progress payments may be required until project completion

4.4 Payment Allocation

We may allocate any payment received against any debt you owe us, regardless of your instructions.

4.5 Possessory Lien

We hold a possessory lien over any goods in our possession, entitling us to retain and/or sell such goods to recover monies owed.

5. Default and Recovery

5.1 Interest on Overdue Accounts

Interest accrues daily on overdue invoices at 1.5% per month (18% per annum), compounding monthly.

5.2 Dishonoured Payments

You must reimburse us for all bank fees and administrative costs associated with dishonoured payments.

5.3 Debt Recovery Costs

If you default on payment, you are liable for all recovery costs including:

- Legal fees (on a solicitor-client basis)
- External collection agency fees
- All associated administrative costs

5.4 Suspension of Supply

We may suspend or terminate supply of goods or services if you breach any obligation. We are not liable for any resulting loss or damage.

5.5 Administrative Fee

If any amount remains overdue after 30 days, an administrative fee of \$30.00 per month (or part thereof) applies until the debt is paid.

5.6 Acceleration of Debt

All amounts owing become immediately payable if:

- Any payment becomes overdue, or we reasonably believe you cannot meet payment obligations
- You become insolvent, enter into arrangements with creditors, or make an assignment for creditors
- A receiver, manager, liquidator, or similar person is appointed over you or your assets

6. Delivery, Installation and Specifications

6.1 Delivery Timeframes

We will make reasonable efforts to meet delivery timeframes but are not liable for any loss or damage resulting from delays.

6.2 Inspection on Delivery

You must inspect goods immediately upon delivery. Written notice of any defects or discrepancies must be provided within 5 working days. No claims will be accepted after this period.

6.3 Special Conditions

Retentions and special conditions only apply if explicitly stated in the quotation.

6.4 Deemed Delivery

If we do not receive forwarding instructions within 14 days of notification that goods are ready:

- You are deemed to have taken delivery on the 15th day
- Payment becomes due as if delivery occurred
- Goods will be stored at your risk and expense

7. Risk and Insurance

7.1 Transfer of Risk

Risk in goods passes to you immediately upon delivery. You must insure goods against loss or damage from the time of dispatch.

7.2 Materials Held by Us

Any plans, specifications, materials, or goods you supply to us are held at your risk. We may dispose of uncollected materials after one month following work completion.

8. Retention of Title

8.1 Ownership

Ownership of goods does not pass to you until:

- You have paid us in full for those goods
- All other amounts owing to us have been paid

8.2 Payment Recognition

Payment by any method other than cash is not deemed complete until the payment has cleared and been recognised by our bank.

8.3 Conditions of Retention

Until ownership passes to you:

- You must keep goods separate and identifiable where practicable
- We may require return of goods by written notice, upon which your rights cease
- You hold goods as bailee only
- You hold any proceeds from sale of goods on trust for us up to the amount owed
- If goods are converted into other products, we remain the owner of the end products
- We may enter your premises to locate, inspect, seize, and dispose of our goods to recover amounts owing

8.4 Authority to Enter

You irrevocably authorise us, our agents, and servants to enter any premises where our goods may be located.

9. Personal Property Securities Act (PPSA)

9.1 Security Interest

You acknowledge and agree that:

- These Terms constitute a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA")
- The retention of title provisions in clause 8 create a purchase money security interest ("PMSI") in the goods supplied
- We may register a financing statement on the Personal Property Securities Register ("PPSR") in relation to the security interest

9.2 Buyer's Obligations

You must:

- Not register or permit to be registered a financing statement in relation to the goods without our prior written consent
- Immediately notify us of any change in your name, address, or other details registered on the PPSR
- Not allow the goods to become an accession to other property without our prior written consent
- Sign any documents and provide any information we reasonably require to register, maintain, or enforce our security interest

9.3 Waiver of Rights

To the extent permitted by law, you waive your rights under sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131, 132, 133, and 134 of the PPSA, and agree that:

We need not comply with sections 114(1)(a), 116, 117(1)(c), 120(2), 121, 125, 129, 131, and 133 of the PPSA

Nothing in sections 114, 115, 116, 117, 119, 120(2), 121, 125, 126, 127, 129, 131, 132, 133, and 134 of the PPSA applies to these Terms

Your rights as debtor to receive a copy of any verification statement are waived

9.4 Enforcement Costs

You agree to pay all costs and expenses incurred by us in registering, maintaining, enforcing, or discharging any security interest, including legal costs on a solicitor-client basis.

9.5 PPSA Priority

You agree that our security interest in the goods has priority over all other security interests in the goods, regardless of the order of registration.

10. Warranties and Liability

10.1 Workmanship Warranty

While we use quality materials from reputable manufacturers and exercise care in workmanship:

We do not guarantee manufactured components from third parties

We have no liability for defects beyond our control

Defects due to faulty workmanship must be notified within 7 days of delivery

We will repair or replace faulty workmanship at our discretion, free of charge

10.2 Exclusion of Other Warranties

All other warranties, representations, or promises (express or implied) are excluded. If you acquire goods for business purposes, the Consumer Guarantees Act 1993 does not apply.

10.3 Limitation of Liability

Our total liability is limited to replacing defective goods, materials, or workmanship to the value received under the contract. We are not liable for consequential losses or damages of any kind.

10.4 Buyer's Indemnity

You indemnify us against all losses, liabilities, costs, or actions arising from third-party claims that our work is:

- Offensive or illegal
- In breach of intellectual property rights
- In breach of any other third-party rights

11. Health and Safety

11.1 Site Safety Obligations

When performing services at your premises or a site under your control, you must:

- Provide a safe working environment free from hazards
- Notify us in writing of all known or reasonably foreseeable hazards at the site
- Provide site induction and all necessary safety information before work commences
- Ensure appropriate permits, approvals, and safety documentation are in place
- Comply with all health and safety legislation including the Health and Safety at Work Act 2015

11.2 Our Responsibilities

We will:

- Comply with all applicable health and safety legislation
- Provide appropriately trained and equipped personnel
- Follow safe work practices and site-specific safety requirements
- Report any hazards or safety concerns identified during work

11.3 Health and Safety Indemnity

You indemnify us against all claims, losses, damages, costs, and expenses arising from:

- Hazards at the site not disclosed to us in writing
- Your failure to provide a safe working environment
- Your breach of health and safety obligations
- Any incident arising from circumstances beyond our reasonable control

11.4 Right to Cease Work

We reserve the right to cease work immediately if we identify unsafe conditions. You remain liable for all costs incurred up to the cessation of work and any demobilisation costs.

12. Termination

12.1 Termination for Default

We may terminate any contract by written notice if you breach any obligation under these Terms.

12.2 Payment on Termination

Upon termination, you must immediately pay for all work completed, including preliminary work.

13. General Provisions

13.1 Governing Law

New Zealand law governs all contracts between us. If any provision is deemed illegal or unenforceable, it will be excluded to the minimum extent necessary, and all other provisions remain in force.

13.2 Assignment and Subcontracting

We may:

- Assign any debt owed to us to any third party
- Assign or subcontract any work under any contract
- Any assignee has the full rights we previously held

13.3 Set-Off

You may not set off any amounts owed to us against any amounts you claim we owe you, whether those amounts are disputed or undisputed.