



# Neville Newcomb Reprographic Centres

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**MEMBERS OF THE INTERNATIONAL REPROGRAPHIC ASSOCIATION**

## APPLICATION TO OPEN AN ACCOUNT

See page 2 for terms and conditions of sale.

**Please open a monthly credit account for the undersigned:**

Full Name of Account: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

e-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name of person in authority: \_\_\_\_\_

Account Payable Contact: \_\_\_\_\_

Marketing Contact: \_\_\_\_\_

Type of business applicant involved in: \_\_\_\_\_

Areas of work we would be interested in:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Colour Copying A4/A3 | <input type="checkbox"/> Plan Prints/Large B&W Prints | <input type="checkbox"/> Xerox Copying A4/A3 |
| <input type="checkbox"/> Large Colour Copying | <input type="checkbox"/> Binding/Laminating           | <input type="checkbox"/> Mounting            |
| <input type="checkbox"/> Copies from Disk     | <input type="checkbox"/> Large Format Scanning        | <input type="checkbox"/> Pickup/Delivery     |

How did we hear about Neville Newcomb?  Radio  Word of mouth  TV  Yellow Pages  
 Sales Visit  Web Page  Other \_\_\_\_\_

Previous Supplier: \_\_\_\_\_

Trade References : (1) \_\_\_\_\_ Phone No: \_\_\_\_\_

(2) \_\_\_\_\_ Phone No: \_\_\_\_\_

I have read and understand the Terms and Conditions outlined on page 2 of this document.

I understand that your Credit Terms are strictly monthly, requiring payment on the 20th of the month following purchase, and I undertake to pay all accounts on due date.

The information collected by Neville Newcomb Ltd on any applicant may be used by Neville Newcomb Ltd for the purposes of evaluating the suitability of each applicant as well as for the promotion of any benefits or goods or services which may be available from Neville Newcomb Ltd. In accordance with the Privacy Act 1993, applicants are hereby advised of their right of access to and correction of personal information collected by Neville Newcomb Ltd.

Should it be necessary at any time for you to institute Court proceedings against me for recovery of a debt duly incurred, I confirm that any Court or legal costs in that connection will be for my account.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### OFFICE USE:

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

Ledger opened: \_\_\_\_\_ Reception Staff: \_\_\_\_\_

Pick up & delivery: \_\_\_\_\_

If YES, note in delivery book and sign: \_\_\_\_\_

Letter sent advising account opened: \_\_\_\_\_ Sales Rep: \_\_\_\_\_

# Neville Newcomb Limited

## TERMS AND CONDITIONS OF SALE

NEVILLE NEWCOMB LIMITED (hereinafter called "Neville Newcomb") offers reprographic services and finished products resulting therefrom (hereinafter called the "Services" and the "Finished Product" respectively) for sale subject to the following terms and conditions.

Unless expressly modified or altered in writing by Neville Newcomb the following Terms and Conditions shall apply and on acceptance of the Customer's order by Neville Newcomb, shall be deemed to be incorporated in and form part of the contract of sale.

### 1.0 PARAMOUNT CLAUSE - CONSUMER GUARANTEES ACT 1993

1.1 Where the provisions of the Consumer Guarantees Act 1993 apply, the provisions of these Conditions will be read subject to the application of that Act, and in the case of any conflict, the provisions of that Act will apply.

### 2.0 BUSINESS CUSTOMERS - CONSUMER GUARANTEES ACT 1993

2.1 Where the Customer is a business (as "business" is defined by the Consumer Guarantees Act 1993), it agrees that it is purchasing the Services and Finished Product for the purposes of its business and that the Consumer Guarantees Act 1993 does not apply.

### 3.0 PRICES AND TERMS

3.1 All prices quoted are net prices excluding GST and do not include other taxes or levies, freight or insurance charges which, if applicable, will be an extra charge.

3.2 All published prices are indications only. In some cases estimates have been made and actual prices will vary. Prices are therefore subject to alteration without prior notice and orders are only accepted at the prices ruling at the time of the order being made. Every effort will be made to keep the retail trade informed of variations.

3.3 A quotation not activated within one calendar month is subject to review.

### 4.0 ORDERS

4.1 All orders shall be deemed to be an offer to purchase the Services and Finished Product specified in such order which Neville Newcomb may, in its absolute discretion, accept by issuing an invoice in respect of such Services and Finished Product.

4.2 Neville Newcomb may at its absolute discretion accept an order either as regards all the Services and Finished Product specified in the order or any one or more of them. Supply of any Services and Finished Product by Neville Newcomb shall constitute acceptance of the order only as regards the Services and Finished Product in respect of which an invoice is issued. The Customer agrees to indemnify and hold harmless Neville Newcomb from and against all and any costs, claims, losses and damages suffered or incurred directly or indirectly or as a result or consequence of any termination of the Customer's order prior to delivery.

### 5. SERVICE/DELIVERY TIMES

5.1 Any time for completion of the Service and delivery of the Finished Product stated by Neville Newcomb is an estimate only and whilst Neville Newcomb will use all reasonable endeavours to perform by any requested date, it does not warrant that such date will be met. In no case shall Neville Newcomb be liable for any loss or damage resulting either directly or indirectly from any failure to perform the Services or deliver the Finished Product by any specific date.

### 6.0 PAYMENT

6.1 All accounts are:

- (a) C.O.D (Cash on Delivery) accounts; or
- (b) Credit approved accounts; or

as agreed as between Neville Newcomb and the Customer.

6.2 All accounts will be delivered C.O.D (Cash on Delivery) until credit is approved by Neville Newcomb.

6.3 Payment of all credit approved accounts is to be made by the 20th day of the month ("the Payment Date") following the month of the date of Neville Newcomb's Invoice. In the event that payment is not received by the Payment Date default interest may be charged by Neville Newcomb, at a rate equivalent to 6 percent above the overdraft interest rate charged by Neville Newcomb's principal bankers to its prime customers and calculated on a daily basis on all moneys outstanding for the period during which the payment has been overdue. Such default interest may be charged by Neville Newcomb on the overdue moneys from the Payment Date until all moneys including default interest have been paid in full but without prejudice to Neville Newcomb's other rights in respect of defaults arising from non-payment or late payment. All payments shall be applied first in payment of default interest (if any).

6.4 No credit shall be extended on overdue accounts, except by prior written agreement with Neville Newcomb. In the absence of such prior agreement all credit approved accounts overdue as at the Payment Date shall immediately revert to a C.O.D basis.

6.5 Any discount offered by Neville Newcomb is contingent upon receipt of payment in full for the balance due on the Customer's account. If the Customer fails to make payment by the due date the discount in question will immediately be debited to the Customer's account.

### 7.0 TRANSFER OF PROPERTY IN THE FINISHED PRODUCT

7.1 Without prejudice to the liability of the Customer to pay for the Services performed and the Finished Product supplied, the Finished Product shall remain the property of Neville Newcomb as legal and equitable owner pending cleared payment in full of all moneys due under all contracts between Neville Newcomb and the Customer.

7.2 Until payment in full Neville Newcomb shall be entitled to retake possession of the Finished Product. To allow Neville Newcomb to do that, the Customer grants to Neville Newcomb an irrevocable right to enter at any time any premises or place where the Finished Product is held or thought to be held and to remove the Finished Product without being responsible for any damage thereby caused.

### 8.0 RISK AND INSURANCE

8.1 The risk of any loss or damage to or deterioration of the Finished Product due to any cause whatsoever including damage or loss in transit shall be borne by the Customer as from the time when the Finished Product leaves Neville Newcomb's premises provided that if the Finished Product remains on Neville Newcomb's premises or with any carrier due to the failure of the Customer to accept the Finished Product or at the Customer's request then all such risk shall be borne by the Customer as from the date of the Customer's failure or request as the case may be. The Customer shall be obliged to insure the Finished Product from the time of risk passing to the Customer and, pending payment in full, such insurance shall be held in the name of Neville Newcomb and the Customer for their respective interests. The Customer may request that the Finished Product be insured in transit by Neville Newcomb and in such case the premium for such insurances shall be added to the invoiced price.

8.2 Neville Newcomb's liability for loss or damage to the Customer's originals or other property in the possession of Neville Newcomb shall be limited to \$250.00 per order, unless a greater value is declared at the time the order is given to Neville Newcomb. A charge will be made for additional insurance coverage for the higher value declared. In addition, the Customer agrees to indemnify and hold Neville Newcomb harmless from all loss, cost, expense or damage for all claims asserted by third parties against Neville Newcomb in excess of the above. Any property of the Customer left in the possession of Neville Newcomb for more than sixty (60) days shall be considered abandoned and may be disposed of by Neville Newcomb.

### 9.0 FREIGHT

9.1 Unless otherwise specified by Neville Newcomb, the price quoted is F.O.B. Neville Newcomb.

### 10.0 DEFECTIVE FINISHED PRODUCT/DELAYS/SHORTAGES

10.1 All claims for defective Finished Product must be in writing and delivered to Neville Newcomb together with the Finished Product in question for inspection by a designated representative of Neville Newcomb within ten days of receipt of the Finished Product. The claim must quote the relevant invoice number. Any claims not made within ten days of receipt will be deemed as waived by the Customer.

10.2 Neville Newcomb will not be responsible for any shortages or damage suffered to Finished Product while in transit. Claims for breakages damages and shortages during transit must be made to the carrier.

10.3 Neville Newcomb shall have sole right to decide whether Finished Product is defective and Neville Newcomb's liability (if any) in respect of claims arising hereunder shall be limited to the reproduction of the Finished Product to the reasonable satisfaction of the Customer or making a refund to the Customer of the cost of the defective Finished Product.

10.4 In no circumstances will Neville Newcomb be liable to the Customer for any consequential loss or damage howsoever that loss or damage is caused or arises. This exclusion of liability includes, but is not limited to, consequential loss or damage caused by or arising from delays, faulty materials or equipment, negligence (including a failure to do something which should have been done or to prevent something from happening) and poor workmanship.

### 11.0 COSTS

11.1 If the Customer defaults in performing its obligations under these Terms and Conditions and Neville Newcomb incurs expenses in exercising its rights hereunder, the Customer shall pay those expenses (including full legal costs) to Neville Newcomb on demand.

### 12.0 WAIVER

12.1 These Terms and Conditions remain in force notwithstanding any neglect, forbearance or delay in enforcement. Neville Newcomb shall not be deemed to have waived any condition unless such waiver shall be in writing under signature of its Directors and such waiver shall apply only to the particular transaction to which it refers.

### 13.0 CUSTOMER'S INDEMNITY

13.1 The Customer shall indemnify and hold harmless Neville Newcomb from any and all losses, costs, expenses and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against Neville Newcomb on grounds alleging that the Finished Product violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights.

### 14.0 SEVERABILITY

14.1 If any clause or provision of these Terms and Conditions shall be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such Judgment shall not affect the remaining provisions hereof which shall remain in full force and effect as if such clause or provision held to be illegal or unenforceable had not been included herein.

### 15.0 VARIATIONS

15.1 Neville Newcomb shall have the right to vary or amend any of the provisions of these Terms and Conditions by written notice to the Customer at any time in advance. Any order placed by the Customer with Neville Newcomb after the date of such notice shall be deemed to be placed subject to these Terms and Conditions as varied in that notice.