

Terms of Trade

These are the terms on which Sign Central Limited supplies signage, printing, design, installation and related goods and services. They apply to every quote, estimate, order, online purchase, credit account and job, whether placed in person, by phone, by email, through our website or through our online store. Please read them: by ordering from us, accepting a quote, opening a credit account or ticking the acceptance box on our website you agree to them. If anything in these terms is unclear, ask us before you order.

1. About these terms

- 1.1** These terms apply to all goods and services we supply to you and take priority over any terms in your purchase order, email or other document, unless we have agreed a change in writing signed by a director of Sign Central.
- 1.2** You accept these terms when you do any of the following: ask us to do work, accept a quote or estimate, place an order (including through our online store), approve a proof, take delivery of goods, sign or submit a credit account application, or tick a box on our website confirming acceptance. Your acceptance binds the business you represent.
- 1.3** If more than one person or entity orders from us, each is jointly and severally liable for the full amount owing.
- 1.4** We may update these terms from time to time. The current version is always at www.signcentral.co.nz/terms-of-trade. Changes apply to orders placed after the date the new version is published. If you hold a credit account we will also email the notified accounts address.

2. Definitions

- 2.1** "Sign Central", "we", "us" and "our" mean Sign Central Limited (NZBN as recorded on the Companies Register), its successors and assigns, and anyone acting with its authority.
- 2.2** "You" and "the Customer" mean the person, company or other entity we supply, including anyone who orders on that entity's behalf and anyone described as the customer on a quote, order, invoice, online account or credit application.
- 2.3** "Guarantor" means each person who signs the Personal Guarantee and Indemnity in a credit account application.
- 2.4** "Goods" means everything we make or supply, including signs, printed panels and boards, banners, flags, vehicle graphics, decals, labels, lightboxes, dimensional lettering, frosting, wall graphics, hoardings, safety signs, hardware and fittings, and any goods described on a quote, order, invoice or online order.
- 2.5** "Services" means everything we do, including design and layout, proofing, printing, cutting, fabrication, installation, removal, site visits, delivery and advice.
- 2.6** "Artwork" means any logo, image, text, file, photograph, font, drawing or design, whether supplied by you or created by us.
- 2.7** "Price" means the amount payable for the Goods and Services, worked out under clause 10.
- 2.8** "Online Store" means shop.signcentral.co.nz and any other website through which we sell.
- 2.9** "PPSA" means the Personal Property Securities Act 1999.

3. Quotes, estimates and ballpark prices

- 3.1** A ballpark price from our website is an indication only, worked out from the information you type in. It is not an offer to supply at that price and does not bind us.
- 3.2** A written quote is valid for 30 days from its date unless it says otherwise, and is based on the sizes, quantities, materials, site conditions and artwork known to us when we prepared it. If any of those change, or a site check shows something the quote did not allow for, we may revise the Price and will tell you before we proceed where practical.
- 3.3** Quotes exclude GST, delivery, installation, access equipment (scissor lifts, scaffolding, cranes), traffic management, council or consent fees, removal of existing signage, making good, and any work not listed, unless the quote says they are included.
- 3.4** Rush work, work outside normal hours and work requiring travel outside Hawke's Bay may carry a surcharge, which we will tell you about before we start.
- 3.5** Prices for materials we buy in may move with supplier pricing, exchange rates and freight. If a supplier's price changes materially between quote and order, we may pass the change on and you may cancel that part of the order before production starts.

4. Orders

- 4.1** An order is placed when you accept a quote, approve a proof, submit an order through the Online Store, or ask us in writing to go ahead. We may decline any order at our discretion, including content we consider unlawful, offensive, misleading or a breach of someone else's rights.
- 4.2** Online Store orders are accepted when we confirm them by email after payment clears. If we cannot supply an item, we will refund what you paid for it.
- 4.3** If you need a purchase order number on invoices, tell us before we start. Absence of a purchase order number does not affect your obligation to pay for work you asked for.
- 4.4** You are responsible for anyone who orders on your behalf, including staff and contractors, and for orders placed through your Online Store account or with your email address.
- 4.5** You must tell us in writing at least 7 days before any change of ownership, legal structure, trading name or contact details. You remain liable for everything ordered before we receive that notice.

5. Artwork, design and proofs

- 5.1** We do the layout. Unless agreed otherwise, we prepare artwork and send you a proof (a digital image or PDF) for approval before production. Two rounds of minor changes are included in a design charge; further rounds may be charged at our hourly design rate.
- 5.2** You are responsible for checking every proof carefully: spelling, phone numbers, addresses, web addresses, dimensions, colours, layout, image quality and the substrate and finish noted on it. When you approve a proof (by email, by signing it, or by clicking approve on our website) you authorise us to produce exactly what the proof shows. Errors found after approval are corrected at your cost.
- 5.3** Colours on screens and desktop printers vary. We match Pantone and brand colours as closely as the print process and material allow, but an exact match to a screen, a previous job or another supplier's print is not guaranteed. Colour may differ slightly between batches, materials and production runs.
- 5.4** Files you supply must meet our current artwork specifications (vector or high-resolution files with bleed, fonts outlined or supplied). We may charge to fix or recreate files that do not, and we are not responsible for poor results from low-resolution or incorrect files that you have approved on a proof.
- 5.5** You confirm that you own, or hold a licence to use, all Artwork you supply, including logos, photographs, fonts and trade marks, and that its use will not infringe anyone's copyright, trade mark, privacy or other rights, or breach any law or advertising standard. You indemnify us against every claim, loss and cost (including legal costs on a solicitor and client basis) arising from Artwork or content you supply or approve.
- 5.6** Artwork and design we create remain our property and copyright until you have paid for it in full. Once paid, you may use the finished design on the Goods we supplied and for reproducing that same design. Native or editable files (for example Illustrator or InDesign files) are not supplied unless you buy them separately.
- 5.7** We may photograph finished work and use it in our portfolio, website and social media unless you tell us in writing before we start that you do not want this.
- 5.8** We keep artwork and job files for at least 12 months as a courtesy. We do not guarantee to keep them and are not liable if they are lost. Keep your own copies of anything you supply.

6. Materials and workmanship

- 6.1** Sizes may vary by up to 3 mm or 2 percent, whichever is greater, and quantities on large runs by up to 5 percent, with the Price adjusted pro rata. Substrates, vinyls, inks and laminates may vary slightly in colour and finish between batches.
- 6.2** Outdoor life depends on exposure, orientation, climate, cleaning and the surface the sign is on. Durability figures we or a manufacturer give are indicative, not a guarantee. Fading, chalking and edge lift caused by weather, pressure washing, chemicals, abrasion or vandalism are not defects.
- 6.3** Our direct-to-board printing puts ink straight onto the substrate with no vinyl or laminate. This gives a single recyclable material with a matt finish; it is not intended to be a laminated gloss product and minor surface texture from the board is normal.
- 6.4** We may substitute a material of equivalent quality and specification where the quoted material is unavailable, and will tell you if the substitution is visible.
- 6.5** Our safety, hazard and compliance signs are produced to the wording, size and layout you approve. Templates and suggestions we provide are a guide only. You are responsible for confirming that the wording, symbols, placement and quantity meet the legal requirements that apply to your site, vehicles or substances.

7. Delivery, collection and risk

- 7.1** Delivery and completion dates are estimates. We will do our best to meet them but are not liable for delay, and delay does not entitle you to cancel or withhold payment. Time is not of the essence unless we agree in writing.
- 7.2** Risk in the Goods passes to you when they are delivered to you or your nominated address or carrier, when you collect them, or when installation is complete, whichever is first. If we hold finished Goods because you have delayed delivery, collection or installation, risk passes when we tell you they are ready.
- 7.3** Delivery is charged in addition to the Price unless the quote says otherwise. If nobody is available to take delivery as arranged, we may charge for redelivery and for storage.
- 7.4** Goods not collected within 14 days of being ready may attract a storage charge. Goods not collected within 90 days may be disposed of or recycled without further notice, and the Price remains payable.
- 7.5** You must check the Goods on delivery or collection and tell us in writing within 7 days, with photographs, of any damage, shortage or difference from the approved proof. After 7 days the Goods are deemed accepted, and we are not obliged to remedy anything not reported in that time.
- 7.6** Delivery to a carrier or to a person you nominate is delivery to you.

8. Installation and site work

- 8.1** Where we install, you must provide safe, clear and timely access to the site, a level and stable surface to work from, power and water where needed, and any site induction. Time lost because the site is not ready, is unsafe, or access is refused is charged at our standard hourly rates plus travel, and may require rebooking.
- 8.2** You are responsible for obtaining every consent, permit and approval needed for the signage: council resource or building consents, signage bylaw compliance, landlord, body corporate and heritage approvals, road-controlling authority approvals, electrical certification for existing wiring, and election, event and temporary-signage rules. We may ask to see them before installing, and we are not liable if signage must later be altered or removed because a consent was not held.
- 8.3** You must tell us before we start about anything hidden that could be affected by fixings: underground services, electrical cables, water and gas pipes, waterproofing membranes, cladding warranties and asbestos. We are not liable for damage to hidden services or surfaces you did not tell us about.
- 8.4** We fix to the surfaces you provide. We do not warrant the condition or strength of walls, fences, cladding, glass, posts or vehicle paint, and are not liable for damage, marking or paint lift on surfaces that are unsound, poorly prepared, previously repaired, or not suited to the fixing method, nor for damage caused by removal of signage or graphics we did not install.
- 8.5** Removing existing signage, making good, painting, patching, structural work, electrical connection, traffic management and access equipment are extra unless the quote includes them.
- 8.6** Outdoor installation is weather dependent. We may postpone for safety or to protect the quality of the work.
- 8.7** Vehicle graphics: you must present the vehicle clean, dry and free of wax or polish. We are not liable for paint that lifts or marks on removal where the paint is aftermarket, repaired, damaged or poorly bonded. Newly applied graphics should not be washed for 7 days and never pressure washed at close range.
- 8.8** If you cancel or postpone a booked installation with less than 2 working days' notice, we may charge for the time reserved and any access equipment or traffic management booked.

9. Cancellation and returns

- 9.1** Almost everything we make is custom made for you and cannot be resold. If you cancel after we have started design, ordered materials or begun production, you must pay for the design time, materials and work done to the point of cancellation, plus any costs we cannot recover, and we may keep any deposit against those amounts.
- 9.2** Custom Goods cannot be returned or exchanged unless they are faulty or differ materially from the approved proof.
- 9.3** Stock hardware that is unused and in original packaging may be returned within 7 days with our agreement, less a 20 percent restocking fee and any freight.
- 9.4** We may cancel an order at any time before delivery by giving you written notice and refunding any deposit for work not done. We are not otherwise liable for that cancellation.

10. Price and payment

- 10.1** Prices exclude GST unless stated otherwise. GST is added at the rate applying on the invoice date.

- 10.2** Unless you hold an approved credit account: a deposit of 50 percent of the Price (or the full amount for orders under \$500 plus GST) is payable before we start design or production, and the balance is payable before the Goods are dispatched, collected or installed. Online Store orders are paid in full at the time of ordering.
- 10.3** Approved credit account customers must pay each invoice in full by the 20th of the month following the invoice date, unless the account approval states different terms.
- 10.4** If any invoice is still unpaid after the 20th, the account is placed on stop credit from the 1st of the next month. While an account is on stop credit we will not supply further Goods or Services on credit, we may hold work in progress and completed work, and any new order must be paid in advance. The account comes off stop credit only when every overdue amount, including interest and costs, has been paid in cleared funds, and we may reduce or withdraw the credit limit at that point.
- 10.5** Payment may be made by bank transfer, EFTPOS, cash, or credit card. A surcharge of 3.3 percent applies to credit card payments. Payment by cheque is not accepted. A payment is not made until it has cleared into our account.
- 10.6** You may not withhold, deduct or set off any amount against our invoices. If you dispute part of an invoice you must tell us in writing within 7 days of the invoice date, pay the undisputed part on time, and pay the disputed part within 7 days of the dispute being resolved.
- 10.7** We may require payment in advance, a larger deposit, or security at any time if we consider your credit position has changed.
- 10.8** Where a job is delivered or installed in stages, we may invoice each stage as it is completed.

11. Credit accounts

- 11.1** A credit account is granted, and any credit limit set, at our sole discretion after we receive a completed Trade Account Application and any credit checks we consider necessary. We may decline an application without giving reasons.
- 11.2** We may vary, suspend or withdraw a credit limit or account at any time without notice, including if payments are late, your circumstances change, or we have not supplied you for 12 months. Amounts already owing remain payable on their original terms.
- 11.3** Where the Customer is a company, trust, partnership or incorporated society, every director, trustee, partner or officer named in the application personally guarantees the account under the Personal Guarantee and Indemnity. We may require additional guarantors or security.
- 11.4** You must tell us within 7 days if the Customer changes ownership, directors, trustees or partners, changes its name or structure, sells its business, or becomes unable to pay its debts as they fall due. Until you do, the people named in the application remain liable and we may rely on the details we hold.
- 11.5** Statements are issued monthly to the accounts email address you give us. You must tell us of any error in a statement within 7 days.

12. Late payment and default

- 12.1** If any amount is not paid by its due date, we may charge interest at 2 percent per month, calculated daily and compounding monthly, from the due date until payment in full, before and after any judgment.
- 12.2** You must pay on demand all costs we incur in recovering overdue amounts, including collection agency fees and commission, legal costs on a solicitor and client basis, court costs, and our own administration time, and an administration fee of \$50 for each invoice that remains unpaid 30 days after its due date.
- 12.3** You must pay any dishonour or reversal fees we incur on a payment you make.
- 12.4** If you are in default, we may without liability: suspend or stop any work, withhold delivery or installation, require payment in advance for further work, cancel any unfulfilled order, and treat every amount you owe us on any account as immediately due and payable.
- 12.5** We may take the same steps if you become insolvent, bankrupt, are placed in liquidation, receivership or voluntary administration, enter an arrangement with creditors, cease trading, or if we reasonably believe you will not be able to pay us when due.
- 12.6** We may apply any payment you make to whichever invoice or amount we choose, regardless of any direction you give.

13. Ownership of Goods and PPSA security

- 13.1** Ownership of the Goods stays with us until you have paid in full, in cleared funds, everything you owe us on any account, not only the invoice for those Goods. Until then you hold the Goods as bailee for us, must keep them insured and identifiable as ours, and must not sell, lease, charge or part with them except in the ordinary course of your business, in which case you hold the proceeds on trust for us in a separate account.
- 13.2** These terms create a security interest under the PPSA in all Goods we have supplied or will supply to you, and in their proceeds, to secure everything you owe us. Where Goods are attached to or incorporated into other items, our security interest extends to those items to the extent the law allows.
- 13.3** You agree that we may register a financing statement on the Personal Property Securities Register in respect of that security interest, and that it may be registered for the full term the law allows. You will sign any document and provide any information we reasonably need to register, maintain or enforce it, and you will reimburse our costs of doing so.
- 13.4** To the extent permitted by the PPSA: nothing in sections 114(1)(a), 133 and 134 applies to these terms; you waive your rights under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132; and you waive your right to receive a verification statement under section 148.
- 13.5** If you are in default, we may (without notice, and as your invitee) enter any premises where the Goods are or where we reasonably believe them to be, including a site where they are installed, and remove them. You indemnify us against any claim arising from that entry and removal, and against the cost of removing and making good. You must not obstruct us.
- 13.6** You must not register a financing change statement, or allow anyone else to register a security interest in the Goods, without our written consent.

14. Charge over property and further security

- 14.1** As security for everything you owe us, you and each Guarantor charge, in our favour, all land and other property you or they now own or later acquire, and you agree that we may lodge a caveat or register a mortgage or other security over it. The charge is released once everything owing has been paid.
- 14.2** You and each Guarantor appoint us, or our nominee, as attorney to sign any document needed to register or enforce that security, and will reimburse our costs of doing so.
- 14.3** This clause is in addition to, and does not replace, any other security or right we hold.

15. Warranty, liability and Consumer Guarantees Act

- 15.1** We warrant that Goods we manufacture will be free from defects in materials and workmanship for 12 months from delivery or installation, when used and maintained normally. Bought-in products carry only the manufacturer's warranty. Where a valid warranty claim is made, we will at our option repair, replace or re-make the affected Goods, or refund the Price paid for them. That is the limit of our obligation.
- 15.2** The warranty does not cover: ordinary wear and fading; damage from weather events, pressure washing, chemicals, abrasion, vandalism, accident, alteration or misuse; surfaces or structures we did not supply; graphics applied to paint or surfaces that were not sound; anything you approved on a proof; or Goods that have not been paid for.
- 15.3** If you acquire Goods or Services for the purposes of a business, you agree that the Consumer Guarantees Act 1993 does not apply, and that it is fair and reasonable for the parties to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986 to the extent permitted by section 5D of that Act.
- 15.4** To the fullest extent the law allows, we are not liable to you or anyone claiming through you for any indirect or consequential loss, loss of profit, revenue, business, contracts, goodwill or opportunity, cost of substitute goods, or losses caused by delay, however arising, whether in contract, tort (including negligence), equity or otherwise.
- 15.5** Our total liability for any claim or series of claims arising from the same Goods or Services, whatever the cause, is limited to the Price you paid for those Goods or Services.
- 15.6** We are not liable for the accuracy of content, the legality of signage, its compliance with any consent, bylaw or standard, or its suitability for the purpose you intend, unless we have expressly taken responsibility for it in writing.
- 15.7** Nothing in these terms limits liability that cannot be limited by law.

16. Content, compliance and health and safety

- 16.1** You are responsible for the content of everything we produce for you, including compliance with the Fair Trading Act 1986, the Advertising Standards Code, election advertising rules, alcohol and gambling advertising restrictions, and any council signage bylaw or district plan rule. We may refuse content we consider unlawful, defamatory, offensive or infringing.
- 16.2** Each party will comply with the Health and Safety at Work Act 2015. You will tell us about site hazards before we arrive and will not require our staff to work in an unsafe way. We may stop work we consider unsafe.

17. Sign Return Programme

- 17.1** Boards printed by us on recyclable substrates can be returned to us when their job is done. Returned boards become our property on receipt and are recycled through our partners; no credit or payment is due for them unless we agree otherwise in writing.
- 17.2** Returned boards must be reasonably clean, free of fixings and contaminants, and delivered to our premises during business hours. We may decline material that is contaminated, is not our product, or cannot be recycled.

18. Privacy and credit reporting

- 18.1** We collect personal information from you and from each Guarantor to assess credit, supply Goods and Services, invoice, recover debts and tell you about our products. We handle it under the Privacy Act 2020, and you can ask to see or correct it by emailing accounts@signcentral.co.nz.
- 18.2** You and each Guarantor authorise us to: obtain credit reports and references about you from credit reporters (including Centrix, Equifax and illion), banks, trade references and other credit providers, now and at any later time while amounts are owing; give those agencies information about your account, including defaults, which they may use in their credit reporting services; and register and search the Personal Property Securities Register.
- 18.3** You consent to receiving invoices, statements, notices, proofs and marketing by email to the addresses you give us. You may opt out of marketing at any time.

19. Electronic dealings, notices and force majeure

- 19.1** Orders, approvals, acceptances and signatures given electronically (including typing your name into a form on our website, clicking approve, or replying to an email) are binding, in accordance with the Contract and Commercial Law Act 2017. A notice sent by email is treated as received on the business day it is sent, or the next business day if sent after 5 pm.
- 19.2** We are not liable for any failure or delay caused by events beyond our reasonable control, including supplier and freight delays, equipment failure, power or internet outages, weather, natural disaster, pandemic, industrial action, or government direction. Our time for performance is extended while the event continues.

20. Disputes, governing law and general

- 20.1** These terms are governed by New Zealand law. The parties submit to the non-exclusive jurisdiction of the New Zealand courts. If a dispute arises, the parties will first try to resolve it by discussion in good faith within 10 working days before starting any proceeding, except that we may take steps at any time to recover a debt or protect our security.
- 20.2** We may subcontract or assign any part of our rights and obligations. You may not assign yours without our written consent.
- 20.3** If any provision is unenforceable, it is severed and the rest continues. A delay or failure by us to enforce a right is not a waiver of it.
- 20.4** These terms, together with the applicable quote, proof, order confirmation and (if any) credit account approval, are the whole agreement between us and replace all earlier discussions and representations. You confirm you have not relied on any representation not set out in writing.
- 20.5** Version 2026.1, effective 16 September 2026. Sign Central Limited, 423 Queen Street West, Hastings 4122, Hawke's Bay, New Zealand. Phone 06 878 9212. Accounts enquiries: accounts@signcentral.co.nz.