

The supplier and the customer agree

'Graphica' is the trading name of 'See Hear Productions Ltd'. Any reference to Graphica is also a reference to See Hear Productions Ltd.

'Goods' herein are printing products provided by the supplier to the customer including (but not, in any of the following examples, so as to restrict the generality of the definition) posters, signs, display stands and panels, wallpaper murals, canvas artwork, banners, fine art reproductions, any other product that has had printing processes applied to it and any computer disk or other medium or electronic storage which contains electronic records, programmes and processes which enable the creation of any form of text or numerical or graphic image on any surface including a surface for the display of temporary images whether moving or not as a computer screen and any computer disk or other medium containing any electronic record supplied by the supplier.

1. Quotations

All quotations are based on printed, typewritten, electronic or other good copy acceptable to the supplier. Where the customer supplies its own files or any other item, they must be of an acceptable quality and quantity as determined by the supplier. If the supplier finds it necessary to carry out additional work or to supply materials in order to supply a quotation, the customer will pay for that work and materials. For the purpose of these terms of trade, 'quotation' includes 'estimate'. If a quotation is given on a per item basis, every item whether printed or not shall be paid for at the item rate.

2. Acceptance

Quotations will lapse if not accepted within 30 days.

3. GST

Quotations do not include GST unless shown as doing so.

4. Variations/Alterations

All quotations are based on the conditions and specifications in the quotation, (ink, paper or other medium, layout, quantity delivery etc) and provide for all work and materials required to complete the order. Any (a) variation or alteration to the conditions and specifications and/or (b) increase in material and or labour costs may increase the quoted price.

5. Experimental and/or Creative Work

Experimental work, preliminary sketches, dummies and other creative work, test prints, intermediate materials and any resultant goods must be paid for by the customer unless the cost is separately identified and provided for as part of the quoted price and the customer shall not use any proposal or idea from the supplier for content, medium, layout or presentation until such work has been paid for.

6. Colour proofs

The supplier provides no guarantee that production prints will exactly match colour proofs provided by the customer because of variations in proof preparation and printing methods. The supplier will however use its best endeavours to provide a commercially acceptable finished product. The supplier is not liable for errors or variations in the finished work where such errors or variations were contained in the proof supplied or approved by the customer.

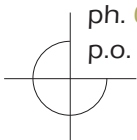
7. Customers Property

The supplier will take reasonable care of the customer's property but the risk shall be on the customer and the supplier shall not be responsible for any damage. Unless it is otherwise agreed in writing the supplier will not be responsible for insurance cover. Unless otherwise agreed in writing, the supplier may dispose of any materials held six months following the date of invoice. Ownership of materials will pass to the customer when they have been paid for.

8. Electronic Images and/or Files

It is the customer's responsibility to retain a copy of any electronic image or file supplied by the customer to the supplier. The supplier is not responsible for accidental damage to any electronic material supplied and such material is held at the customer's risk. The supplier is not required to keep a copy of such information longer than is required to produce the finished product. The supplier may charge for any additional file preparation needed to utilise customer supplied files and such charges shall be in addition to the quoted price. The supplier's own electronic records shall remain the property of the supplier.

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9. Delivery

Unless otherwise agreed the supplier will deliver the quantity specified. Unless otherwise agreed, delivery of the goods is at the suppliers factory door in a continuous uninterrupted delivery of the complete order.

10. Termination or Suspension of Contract

Notwithstanding any other clause in this agreement, where a contract is suspended or cancelled by the customer, all work carried out and goods supplied by the supplier will be paid for by the customer forthwith on presentation of the invoice. If work is suspended the customer will pay any additional costs or for any loss caused to the supplier by the suspension.

11. Claims

Complaints regarding finished goods must be received by the supplier withing a reasonable time. What is a 'reasonable time' will depend on the circumstances of each case.

12. Illegal or Libellous Material

The supplier is not required to reproduce any material or produce any goods that are, in the suppliers opinion, illegal, objectionable, or libellous in nature or that is in breach of any copyright, patent, design or statute. The supplier will be indemnified by the customer in respect of any and all damages, claims, costs and expenses for which the supplier may be liable or which it may suffer arising out of any libel or breach of statute or infringement of copyright, patent or design which may arise out of or be associated with the goods provided by the supplier to the customer.

13. Suppliers Liability

Where the customer is a company or a person acquiring goods and services for the purposes of a business, the Consumer Guarantees Act 1993 and subsequent amendments will not apply to the supply of goods under this agreement. The supplier will not be liable for any indirect or consequential loss to the cutomer or to any 3rd party arising from errors in the work or from delay in delivery.No warranty is given or responsibility accepted by the supplier to ebsure that finished or any goods produced comply with the requirements of any legislation relating to the marking, labelling and/or packaging of goods. Compliance with any such legislation shall be the customers responsibility. No guarantee is given that the goods supplied to the customer are fit for any purpose not made known to the supplier or suitable for any market requirement. The supplier shall not be responsible for any delay, default, or consequential loss or damage due to anyindustrial dispute, accident, natural

disaster, act of terrorism, equipment failure, mischievious damage or other cause beyond the suppliers control.

14. Payment

Payment is due in full on or before the 20th of the month following delivery unless otherwise stated in these terms or in the suppliers invoice to the cutomer. If invoices are not paid in full and on time the customer will pay collection and legal fees and such fees may include additional fees or commissions charged by debt collecting firms and actual legal costs and disbursements charged on a solicitor and own client basis. In addition to the costs of recovery the customer will pay penalty interest on any unpaid amount from the due date until payment in full at the rate of 24% per annum and such penalty interest

shall continue to be payable after and not withstanding any judgement obtained by the supplier against the customer. If the supplier finds it necessary to sue the customer, service of any document will be deemed to be effected on the customer if that document is left at the address shown as the customers business address or home address or registered office.

15. Security Interest

The supplier retains a security interest in all goods supplied to the customer until the supplier receives payment in full of all sums owed by the customer under any contract for the supply of the goods. The nature of the security interest is that the supplier retains title to the goods. The security interest shall apply to goods supplied to the customer in the future. The customer shall not allow any goods subject to the security interest to become an accession to other goods. the customer waives the right to recieve a copy of the verification statement following registration of the suppliers security interest. The supplier may allocate any payment received from the customer against any debt owed by the customer in any manner seen fit by the supplier, not withstanding any purported allocation by the customer. If after due date the debt remains unpaid, the supplier is entitled to enter the customers premises and seize the goods unpaid for and to dispose of them as the supplier sees fit and to apply such proceeds towards the debt, The customer hereby irrevocably authorises the supplier to perform this action.

16. Dispute Resolution

Shall be by mediation i n the first instance. The law applicable to the supply of goods shall be the law of New Zealand.

