

TERMS AND CONDITIONS OF TRADE

I/We (the Customer) acknowledge that Harry Janssen Photography and Design's credit terms are strictly for settlement 7 days following date of supply unless otherwise agreed and I/We undertake to pay all accounts on due date.

I/We authorise you to charge interest of 2.5% per month on any balance which remains unpaid on the last day of the month, following date of supply, unless the account is in dispute, in which case Harry Janssen Photography and Design must have been advised. Any amounts not in dispute must be paid. Such interest charge may be debited to my account and will be paid according to your usual credit terms.

Where accounts are not settled by due date Harry Janssen Photography and Design reserves the right without notice, to withhold supply of goods and services on credit terms and the right to terminate credit privileges until the account is settled in full. If Debt Collection procedures are instigated, any charges incurred will be passed on to the Customer. All goods remain the property of Harry Janssen Photography and Design until they are paid in full.

PATENTS, DESIGNS, ETC

Where Harry Janssen Photography and Design has followed a design or instructions furnished or given by the Customer the Customer shall indemnify Harry Janssen Photography and Design against all damages, penalties, costs and expenses of Harry Janssen Photography and Design or in respect of which Harry Janssen Photography and Design may become liable through any work required to be done in accordance with these instructions involving an infringement of a patent trademark, registered design or common law right. The Customer on his part warrants that any design or instructions furnished or given by him shall not be such as will cause Harry Janssen Photography and Design in the execution of the order to infringe any letters patent, registered design, trademark or common law right.

Harry Janssen Photography and Design retains and reserves the rights to use any and all content developed by us regardless of the ownership, for display and self promotional purposes. Objections to these rights shall be forwarded to Harry Janssen Photography and Design in writing before completion of the order.

Harry Janssen Photography and Design provides no guarantee of copyright to the customer. The customer assumes responsibility of obtaining Trademarks or Copyrights of any material created by Harry Janssen Photography and Design. Harry Janssen Photography and Design assumes no liability in the event that the customer is unable to obtain Trademarks or Copyright of said material for any reason.

LIABILITY OF DESIGN LIMITED

Except as provided for by the Consumer Guarantees Act 1993, Harry Janssen Photography and Design shall not be liable for any loss of profits, or any consequential indirect or special loss, or damage, or loss of any kind arising directly or indirectly from any breach of Harry Janssen Photography and Design's obligation under this contract or in tort. This exclusion of liability includes, but is not limited to, consequential loss or damage caused by or arising from delays in manufacturing or delivery, faulty installation, unreasonable use, negligence (including failure to do something which should have been done or to prevent something from happening), faulty design, and faulty material, equipment or component part in the supplies. The exclusion also includes costs incurred in returning the supplies to Harry Janssen Photography and Design or to any manufacturer.

For NZIPP/AIPA Photographic Terms & Conditions refer to: [Photographic Terms & Conditions.pdf](#)