



📞 09 451 9061

✉ Accounts@babta.co.nz

🏠 Unit J, 11 Piermark Drive, Albany

Registered Name: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_ Date Established: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Statement/Invoice Postal Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Accounts Department Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

It is Babta Products Policy to e-mail all invoices and Statements, please indicate if you would prefer to receive Statements and Invoices by Post (Note: all statements and invoices will be automatically sent to the nominated e-mail address above)

Landline Phone: (0) \_\_\_\_\_ Fax: (0) \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Delivery Instructions: \_\_\_\_\_

Business Status:      Limited Company      Sole Proprietor      Partnership/Trust      Other

Business Activity: \_\_\_\_\_

If Limited Liability Company – Address of Registered Office: \_\_\_\_\_

Directors'/Proprietors' Name                      Address                      Date of Birth (required for credit check)

1 \_\_\_\_\_

2 \_\_\_\_\_

**Financial & Professional Advisers**

Accountant: \_\_\_\_\_ Solicitor: \_\_\_\_\_

**Trade References**

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

I have read the terms and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I warrant Babta Products Ltd that the above information is to the best of my knowledge and true and correct and that I am duly authorized to enter into this application and future contracts on behalf of the above mentioned company.

Authorised Signature \_\_\_\_\_ Date: \_\_\_\_\_

Position Held: \_\_\_\_\_ Print Name: \_\_\_\_\_

## **SUMMARY OF TERMS AND CONDITIONS**

- Free storage of your packaging for up to six months
- Free product design sample - additional changes and new samples may incur fees.
- Automatic stock level monitoring and re orders – never run out of stock
- If artwork has not been sighted by Babta Products at time of preparing pricing, this quote is indicative only.
- Airfreight Charges: If required will be additional to product cost and will be charged on final invoice.
- Whilst every effort is made to match colour shades & paper weight, a reasonable tolerance shall be allowed, to account for variation in materials and surface finish at time of order being placed.
- Our packaging has at least one handmade procedure, a reasonable tolerance shall be allowed for sizing, gluing, taping, handles and valve position.
- Due to the manufacturing process of carry bags there may be a production volume variance of +/- 15% which will be invoiced for on paper, plastic and foil products.
- Plates: We may require a client contribution towards the creation of printing plates. This is charged on the first production run only and will not be charged for again unless the artwork or size of bag is changed. This potential charge will be confirmed once final artwork is received and assessed. All plates remain the property of Babta Products Ltd.

## **MAKING AN ORDER**

Orders can be made by phone, email or phone.

Warehouse orders made before 12pm will:

- Be delivered by 5pm the next working day for the North Island.
- Be delivered within 72 hours to the South Island.
- All delivery costs will be billed at time of dispatch.

## **ACCOUNTS**

Payment is due in full by the 20<sup>th</sup> month following the invoice date which is dated when goods arrive into New Zealand. Customers failing to meet this time frame may have their credit withdrawn and interest charged. The title of any goods supplied does not pass to the purchaser until full payment has been received by Babta Products Ltd.

## **DEPOSITS – CUSTOM ORDERS**

We require customers to pay a deposit of 40% of the total value of the order. This deposit is non-refundable if the client cancels the order once it is placed with the factory.

## **INVOICE VALUE**

The final quantity and subsequent invoice value for custom print orders are conditional on a 15% variance for shortages and over-runs, this may vary accordingly. Plate costs, artwork, local delivery charges and GST are additional to the price per unit quoted and are the client cost.

## **RETURNS**

All claims should be made within seven days of receiving goods. If the damage or fault is with custom goods we will re-run that order at our discretion.

## **DELIVERY TIMEFRAME FOR CUSTOM ORDERS**

Babta Products will give you an approx delivery timeframe when your order is quoted. These timeframes can change due to a shipping delay and Babta Products can't be held responsible for this delay.

## **THE CLIENTS OBLIGATION**

The Client will pay Charges in accordance with our Terms and Conditions

The Client Will

- Provide Babta Products with correct artwork in an Ai or EPS file or any other material requested. The client will solely be reasonable for ensuring that such material is accurate and complete.
- Provide Babta Products with accurate and complete answers to business questions in a timely manner to enable Babta Products to deliver packaging.
- Obtain all necessary licenses or consents that are required in connection with the use of names, logos, artwork and other material or content supplied by the Client to use within your order.

Except in relation to content provided by the Client, the Client will not (and will not permit others to) reproduce packaging, any unused material prepared by Babta or other material in which Babta holds intellectual property rights without Babta prior written consent.

### **Payment**

The client will pay the Charges in full, and free of any deduction or setoff whatsoever in accordance with any relevant Specific terms by the due dates specified on the relevant invoices.

### **Failure to Pay**

If the client fails to pay Babta Products any charges owed by the relevant due date, or if any payment the Client has made to Babta Products is declined or not received by Babta Products, the Babta Products may do any of or all of the following.

- Charge interest on the unpaid amounts due (at the monthly rate of 18%) from the date the amount became due until it is paid in full
- Charge any reasonable debt collection and legal costs incurred as a result of the Clients failure to pay the amount due.
- Charge a late payment administration fee of \$15 per month for any month or part thereof that a due payment remains outstanding under any invoice.
- Suspend the relevant Service or terminate them in accordance with our terms and conditions.
- On-charge to the Client any dishonor or other fees arising from the Clients failure to pay.