

## **K2 PRINT – TERMS & CONDITIONS OF TRADE (2026 – NZ)**

### **1. Definitions**

- 1.1 “Seller” means K2 Digital Limited T/A K2 Print including successors and assigns acting under authority.**
- 1.2 “Customer” means any person or entity acquiring Goods jointly and severally liable.**
- 1.3 “Goods” includes all printing, design, digital and related services.**
- 1.4 “Price” means any amount invoiced or agreed.**

### **2. Acceptance**

- 2.1 The Customer shall be deemed to have accepted these Terms upon placing any order, requesting services or accepting delivery of Goods and shall be bound thereby.**
- 2.2 These Terms prevail over any inconsistent terms unless expressly agreed in writing by the Seller.**

### **3. Electronic Transactions**

- 3.1 Acceptance may occur via electronic communication including email, website confirmation or digital signature in accordance with the Electronic Transactions Act 2002.**

### **4. Price & Payment**

- 4.1 The Price shall be as quoted or invoiced and may be varied where scope, costs, labour, exchange rates or materials change.**
- 4.2 The Seller may require deposits, progress payments or full payment prior to production.**
- 4.3 Interest may be charged on overdue accounts up to 15% per annum calculated daily until payment is received.**

### **5. Delivery**

- 5.1 Delivery occurs when Goods are collected or delivered whether attended or not.**
- 5.2 Delivery dates are estimates only and delay shall not give rise to liability.**
- 5.3 Storage or redelivery fees may apply where Goods are not accepted.**

### **6. Risk**

- 6.1 Risk passes upon delivery and Goods left unattended are at the Customer’s sole risk.**

### **7. Production**

- 7.1 Minor variations in colour, finish or material are inherent in printing processes and shall not constitute defects.**
- 7.2 The Customer is solely responsible for accuracy of artwork, files and instructions.**
- 7.3 The Seller shall not be liable for errors not identified during proof approval.**
- 7.4 Additional work, revisions or corrections shall be charged as extras.**
- 7.5 Custom Goods are non-refundable once production has commenced.**
- 7.6 Exact colour matching including Pantone is not guaranteed.**

### **8. Title**

- 8.1 Ownership remains with the Seller until all monies owing are paid in full and the Customer shall hold Goods as bailee until such time.**

### **9. Liability**

- 9.1 To the maximum extent permitted by law the Seller shall not be liable for any indirect, consequential or economic loss including loss of profit.**
- 9.2 Liability shall be limited to the Price paid.**

### **10. Privacy Act 2020**

- 10.1 The Seller shall comply with the Privacy Act 2020 in relation to all personal information collected.**
- 10.2 The Customer authorises collection, use and retention of personal information for credit assessment, service provision and enforcement.**
- 10.3 Information may be disclosed to credit reporting agencies, debt collection agencies and third parties including overseas recipients where required.**
- 10.4 The Customer has the right to access and request correction of personal information.**

### **11. General**

- 11.1 These Terms are governed by New Zealand law.**
- 11.2 Invalid provisions shall not affect remaining provisions.**
- 11.3 Updates apply to future transactions only.**

