

# PHOTO RESTORATION AGREEMENT

## Agreement between

Photo Direct Ltd NZ, 10a Stonedon Drive, East Tamaki New Zealand  
(Photo Direct NZ)

And \_\_\_\_\_ (Customer)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_(Email Address)

### TERMS AND CONDITIONS OF AGREEMENT

Photo Direct NZ coordinates digital imaging services to the photo industry. By signing this document you indicate your acceptance of this agreement and its terms and conditions. Once a signed copy of this agreement is returned to Photo Direct NZ 'The Service' with you will begin.

### SERVICE

Photo Direct NZ provides an internet based image restoration and manipulation service, 'The Service'. Photo Direct NZ grants you a non-exclusive, limited right to use 'The Service' within the New Zealand Market. Such right is based on your compliance with all the terms and conditions set forth herein the agreement.

### PRICING & BILLING

A fixed price per image will be charged for restorations according to the following sliding scale, all prices are excluding gst.

Photos Per Month	Price per Restoration	Price per Collage
0-3	\$40	\$45
4-15	\$30	\$35
16-30	\$25	\$30
31+	\$20	\$25

Billing period begins the first of every month and ends on the last day of the month. You will be billed for each image returned from The Service within 1 week of the end of each month.

Payments are due in accordance with your normal trading terms.

All payments must be sent to the bank account shown on your invoice

### SERVICE TIME

ORDERS RECEIVED	ORDERS RETURNED
Received on a working day from 8:00 to 16:00	Returned by 16:00 on the 6 <sup>th</sup> business day following the day the order was placed
Received on a working day after 16:00	Returned by 16:00 on the 7 <sup>th</sup> business day following the day the order was placed

Note: Working Day is Monday through Friday (excluding holidays)

Should you reasonably object to the quality of any completed image, within 14 days of order completion, Photo Direct NZ will redo the image free of charge.

**MARKETING AND PROMOTION.**

The customer is to communicate with its customers about "The Service" via the methods the customer normally uses in the course of its business.

The customer agrees to allocate a designated space for photo restoration service by displaying poster(s) and/or promotional items in store.

**RIGHT OF REFUSAL**

Photo Direct NZ reserves the right to refuse any order that is damaged beyond repair.

**MATERIAL RIGHTS**

By submitting images for digital restoration, emailing Photo Direct NZ, its employees, service providers or authorized agents, you grant Photo Direct NZ and its service providers the exclusive right to copy, produce, transmit, modify, display, and edit any communication or images received through use of The Service. This right is limited and excludes all communications that contain copyright, trademark information, images or materials. You acknowledge that you understand all Federal Copyright/Trademark laws, and that all images, materials and/or communications submitted to The Service (by you) do not violate such laws.

**LENGTH OF AGREEMENT**

The terms of this agreement are one year. The agreement will automatically be renewed unless specified by either party prior to the contract coming to term.

Terms or conditions not mentioned in the above agreement will be negotiated on an individual basis.

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signed by the Customer

\_\_\_\_\_  
Signed by Photo Direct NZ

\_\_\_\_\_  
Customer Name

Photo Direct Ltd NZ

**Fax Agreement back to 0800 246 133**