

Projectprint Pty Ltd

A.C.N. 090 574 084

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TERMS AND CONDITIONS

1. Submission

These terms and conditions are the standard terms and conditions of Projectprint Pty Ltd which unless otherwise agreed in writing will apply to all transactions constituted by an order placed by the customer and accepted by Projectprint Pty Ltd.

2. Interpretation

In these terms and conditions references to "us" means Projectprint Pty Ltd and references to "you" means the customer and if the customer is constituted by two or more persons the obligations of these terms and conditions will bind such persons jointly and severally.

3. Orders

An order placed by you must be accepted by us before it is binding on us and we are entitled to refuse to accept any order. If we do accept an order these terms and conditions will apply to the resulting transaction, and any other terms and conditions included by you in your order will apply only if expressly accepted in writing by us.

4. Prices

- (a) Prices quoted by us are exclusive of GST (as defined in A New Tax System (Goods and Services tax) Act 1999) and any other tax, and in addition to the price payable in respect of any other order you must pay us the GST or any other tax for which we are liable by reason of the transaction
- (b) We reserve the right to increase the price of any order at any time before invoice to allow for variations from the original quotation or increases in the price of materials or labour or other matters beyond our control unless otherwise agreed in writing.

5. Payment of Invoices

- (a) You must pay each invoice within 30 days of the invoice date unless some other date or time is agreed in writing by us.
- (b) If you dispute an invoice you must pay us such part of the amount as is undisputed in accordance with the preceding paragraph (a)
- (c) In the event you do not pay an invoice within time we are entitled to:
 - (i) suspend fulfillment of any further orders from you, whether or not already accepted;
 - (ii) withhold delivery of printed products already printed:and you must pay us on demand all costs incurred by us in recovering the outstanding amount from you.

6. Materials

- (a) The accuracy and content of materials supplied by you to us to fulfill an order are solely your responsibility and:
 - (i) It is not our responsibility to check material supplied or to correct errors in material supplied;
 - (iii) We will have no liability for any loss or damage suffered by you or anyone else arising from effects or errors in material supplied by you and without limiting the preceding words, we will have no responsibility for inaccuracies or errors in the product emanating from the material you supplied

- (b) You warrant to us that:
 - (i) neither the material supplied by you nor the final printed product ordered will be defamatory, false, misleading or deceptive;
 - (ii) neither the material supplied by you nor the final printed product ordered will infringe the intellectual property rights of any other party;
 - (iii) the material supplied by you and the final printed product ordered will conform with all legal requirements and will not lead to a breach of any law;
 - (iv) we will not incur a liability, penalty or fine as a result of the printing and publication of the materials supplied and publication of the printed product ordered;

and you indemnify us against all loss, damage, expense and costs (on a solicitor own client basis) which we may sustain or incur as a result of a breach by you of any of the above warranties.

- (c) If material is supplied in digital form:
 - (i) we will not be liable for any problems which may arise in working with material in such form;
 - (ii) any translating, editing or reformatting required to use the material will be charged to you at our normal rates as an additional charge.
- (d) We have no obligation to store or retain for any period upon completion of the job any digital material supplied, all items produced or created in the printing process, including but not limited to plates, film, and other production material.

7. Title and Delivery

- (a) We will use reasonable efforts to produce the product within the time agreed, but if no time is specifically agreed, within a reasonable time after acceptance of the order, but we will not be liable for any delay unless arising as a result of our negligence.
- (b) Any claim that the products are defective or otherwise not in conformity with your order must be lodged in writing within 14 days of you obtaining possession of the products by delivery or collection, and you will be deemed to have accepted the printed products as free from defects and in conformity with your order in the absence of any such written claim within that period.
- (c) Ownership and property shall pass from us to you until full payment for the transaction is received.

8. Proofs and pre-press checks

- (a) We will supply you with a proof before printing or production if you request it.
- (b) If you request a proof you must return the proof to us marked either:
 - (i) "OK", which will mean that we are authorized to proceed to printing without amendment;
 - (ii) "Corrections required", which will mean that we are authorized to proceed to printing if the corrections and amendments noted on the proof are made;
 - (iv) "Revised Proof Required", which means that the process is to be re-commenced by submission of a further proof containing the corrections noted on the original proof;and until the proof is returned marked in one of the ways specified above we will be under no obligation to carry out any further work in relation to the order.
- (c) You, or your nominated representative, may attend at our premises to carry out a press check during make-ready providing you give reasonable notice of your intention to do this but you, must pay our charges at our normal rates for any press time lost which is caused by you and for any alterations or corrections you require.

9. Limitations of Liability

- (a) We will have no responsibility for production errors if,
 - (i) a proof was not required by you before printing;
 - (ii) the printed product is in conformity with a proof provided to you before printing and returned to us "OK"; or
 - (iii) the printed product is in conformity with a proof returned to us with corrections and marked "Corrections Required".
- (b) To the fullest extent permitted by law:
 - (i) all implied conditions and warranties are excluded from transactions between us except insofar as any exclusion will breach any statute or cause by provision of these terms and conditions to be void;
 - (ii) our total liability to you in respect of any printed product will be limited to the amount paid by you to us for that printed product and we will in no circumstances be liable to you for indirect or consequential loss or damage.

10. Subcontract

We may subcontract the supply of printed products and/or specialized services under any order placed by you and accepted by us.

11. Credit Information

You acknowledge and agree that:

- (a) You have been notified by us in accordance with Section E of the Privacy Act 1988 that certain items of personal information concerning you may be disclosed to a credit reporting agency.
- (b) In accordance with the provisions of Section S 18 K (l) and/or Section 18 L (4) of the Privacy Act 1988 disclosure by a credit reporting agency and/or use by us of the information referred to in those Sections may occur for our purposes in assessing you for the purposes of credit.

12. Termination

If any of the following events occur we may terminate any order which has not at the time been completed by supply or delivery by giving notice in writing to you, and without affecting any other rights we may have, we may invoice you for all work done to the time of termination at our current rates:

- (a) You are in material breach of a contract between us and the breach is not capable of being remedied;
- (b) You are in breach of a contract between us and you have not remedied the breach within 7 days of being requested to do so although the breach is capable of being remedied;
- (c) You (being an individual) become bankrupt or (being a corporation) an order is made or a resolution passed for your to be wound up;
- (d) You make an arrangement or composition with your creditors;
- (e) An administrator (within the meaning of the Corporations Law) is appointed in relation to you, or a controller (within the meaning of the Corporations Law) is appointed in relation to any of your assets.

13. Notices

Any notice under these terms and conditions may be given by being posted to or delivered to the address of the party which appears in the application overleaf or such other address which may appear on the most recent order, acceptance of order or invoice.