

M. J. PRINTING PTY. LTD. A.B.N. 35 004 942 974
TERMS AND CONDITIONS

1. Quote

At your request the Printer may furnish a quote for the order. If a quote is given the order will not commence until you accept it either verbally or in writing. Acceptance of a quote will constitute acceptance of these terms and conditions. Any quote given shall be indicative only of the price and the price for the order may be revised to take into account any rise or fall in the cost of performing the order or as a result of any additional work required to be carried out for any reason. If no quote is given and the work is performed, then you are responsible for the Printer's reasonable charges for the work done.

2. Alteration to Style

If you do not give the Printer specific instructions in relation to style, type or layout, then the Printer may use any style, type and layout which, in the Printer's opinion, is appropriate and the Printer may charge you an additional amount for any additional work to be done (including the production of additional proofs) as a result of you subsequently altering the style, type or layout used by the Printer.

3. Payment

3.1 Unless otherwise agreed in writing:

3.1.1 Subject to clause 3.1.2, you must pay the Printer the total amount set out in the invoice on delivery of the goods;

3.1.2 If you have an account with the printer then payment must be made within thirty (30) days of receiving the invoice.

3.2 In addition to the amount of the quote, the Printer may charge you

3.2.1 the amount of any taxes, excises, or other imposts payable on any goods or any goods produced in the course of performing the order;

3.2.2 fees for any preliminary work performed at your request;

3.2.3 fees for any additional work required to be done as a result of you changing your instructions;

3.2.4 fees for having to work off poor copy;

3.2.5 fees for modifying, correcting, altering, formatting or reformatting any file, electronic or otherwise stored in any way, including on disk in the course of or for the purpose of the work;

3.2.6 fees for work which involve tables or foreign language and which were not notified to the Printer before the quote was prepared;

3.2.7 fees for additional work required to be done as a result of your corrections including repagination or reformatting;

3.2.8 fees and other charges for work required to be done urgently including any overtime costs;

3.2.9 fees for handling or storing material or equipment supplied by you for the purposes of this order.

3.3 The invoice shall represent the amount of the quote or, if no quote was made or if a quote was revised, an amount representing the Printer's charge for the work done and for any other of the charges specified in clause 3.2. The Printer may, if the completion of an order shall take more than one (1) month, issue an invoice for the proportion of the order completed to date or in advance of the work. Should you cancel or suspend the completion of an order for more than (30) days, the Printer may issue an invoice to you for the whole of the quote and any other additional charges incurred by the Printer in accordance with clause 3.2.

3.4 If payment shall not be made by the due date set out herein then you shall pay interest on so much of the debt as shall be owing from time to time at a rate 2% higher than the rate of interest prescribed from time to time by the Penalty Interest Rates Act 1983 of the State of Victoria, calculated from the date of the invoice.

4. Delivery

Unless specified, the price quoted includes delivery of the goods to one Melbourne metropolitan address.

5. Rejection of Goods.

You may only reject the goods if they do not comply with your instructions. If you seek to reject the goods, you must notify the printer within seven (7) days of delivery or if not delivered, within 7 days of advice from the Printer that the order has been completed. Unless there is strict compliance with this condition you shall be deemed to have accepted the goods and no claim may be made against the printer of whatsoever kind in connection with the quality, quantity, sufficiency or deficiency of the goods.

6. Modification of Media

You authorise the printer to modify, correct, alter, format or re-format any materials provided by you including but not limited to information stored on disks, tapes, compact disks or other media so that it shall be in a form that the Printer shall require for the purposes of completing the work. You acknowledge that the stored information may not be able to be restored to the form, style, type and manner in which it was previously. No claim may be made against the Printer for costs, losses or damages of whatsoever kind and howsoever arising as a result thereof.

7. Artwork

Unless supplied by you, all artwork and film produced by the Printer shall remain the property of the Printer. The Printer may charge you for downloading and supplying a duplicate copy should it be stored electronically. The printer may but shall not be obliged to return such artwork to you.

8. Property left with the Printer

The Printer may dispose of any property left by you in the Printer's possession twelve (12) months after obtaining possession of such property. As a service to you, the Printer may but shall not be required, to store artwork. No claim may be made against the Printer of whatsoever kind or howsoever arising in connection with damage, destruction or loss arising from the disposal or loss of any of your property as aforesaid including artwork. For the purposes of this clause, the expression "your property" shall mean but not be limited to film, plates, artwork or disks.

9. Plates

Unless you and the Printer otherwise agree in writing, all printing plates remain the property of the Printer. The Printer reserves the right to store or destroy the printing plates at the completion of the print run. No previous arrangement or action by the Printer to the contrary shall constitute a waiver of this agreement and you cannot rely upon any past conduct of the Printer.

10. Electronic/Magnetic Media

All disks, tapes, compact disks or other media used by the Printer to store data for the purposes of completing the order are the property of the Printer. The Printer may charge you for downloading and supplying a duplicate copy. The printer may but shall not be obliged to supply you with any of the data so stored.

11. Ancillary Materials

Unless agreed otherwise by both parties, all materials produced by the Printer in the course of completing an order are the property of the Printer.

12. Insurance

All goods and other materials left at the Printer's premises are at your own risk. You may obtain insurance at your own cost for the protection of the goods and materials.

13. Copyright and Intellectual Property

Unless the Printer and you otherwise agree in writing, the copyright in all works of art created by the Printer and in all ideas and designs formulated by the Printer and communicated to you is the property of the Printer. You warrant that you have copyright in all works of art supplied by you to the Printer for the purposes of the order and you irrevocably agree to indemnify the Printer against all liability, losses or expenses incurred by the Printer in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to any copyright.

14. Proofs

Where a proof of the goods is submitted to you, the Printer will not be responsible for any omissions or errors in the goods which appeared in the proof and which you did not correct before the order was completed.

15. Outside Work

If the Printer has to obtain any goods (including type faces, bromides, film, plates, ornaments or artwork) and/or services not normally stocked or supplied by the Printer from a third party in order to carry out your instructions, then you authorise the Printer to contract with such third party on your behalf. The Printer further acquires the goods and/or services as your agent and not as a principal and will have no liability to you in relation to supply of those goods and/or services. The Printer will not be liable for any breach of these terms and conditions where the breach is as a result of or is connected with the supply by the third party of the goods and/or services. Any claim by you in relation to supply of those goods and/or services must be made by you against the third party. You must pay for the goods and/or services and you agree to indemnify and keep the Printer indemnified against all claims, costs, demands, losses and expenses of whatsoever kind and howsoever arising in connection with any claim by the third party as aforesaid.

16. Ownership of Goods

Until you have paid all sums owing to the Printer in relation to the goods –

16.1 the Printer retains ownership of the goods and the property therein does not pass from the Printer to you;

16.2 if the goods are in your possession, then you agree to hold the goods as trustee for the Printer and you further agree to store the goods so that they are clearly identifiable as the property of the Printer;

16.3 you agree to deliver the goods to the Printer when called upon so to do and for that purpose you irrevocably authorise the Printer, its employees or agents, to recover possession of the goods by entering your premises for the purpose of taking possession of the goods without liability to you; and

16.4 you may in the ordinary course of your business sell the goods to a third party in which case the proceeds of such sale to the third party shall be held by you as trustee for the Printer and you must account to the Printer for those sums and if the Printer requires, you must assign to the Printer your claim against the third party and you must execute all documents necessary to effect that assignment. For better giving effect to the provisions of this Agreement, you hereby irrevocably appoint the Printer your Attorney to execute all such documents assigning your rights as aforesaid.

17. General Lien

The Printer shall in all respects of all sums owed by you, have a general lien on all of your property and possessions and may, after fourteen (14) days notice to you, sell the property and apply the proceeds (net of any sale costs) towards payment of any monies owed by you.

18. No Waiver

No act or omission by any party shall constitute a waiver of the terms herein. A power or right may only be waived in writing, signed by the printer.

19. Severability

The parties acknowledge that under applicable State and Commonwealth Law, certain conditions and warranties may be implied in these terms and conditions and there are rights and remedies conferred on you in relation to the provision of the goods or of services which cannot be excluded, restricted or modified by agreement. Any provision in these terms and conditions which is therefore invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it shall be severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

20. Interpretation

20.1 These terms shall bind each of the parties hereto and their respective heirs, successors, personal representatives and assigns.

20.2 The plural number shall include the singular and vice versa.

20.3 Any reference to any gender in these provisions shall include all genders.

20.4 The expression "account with the Printer" for the purpose of clause 3.1.2 shall mean the extension of credit by the Printer to you after you shall have completed the Printer's credit application form and the Printer shall have approved such application by communicating the same to you in writing. Save as is herein provided, the extension of credit to you by the Printer in any one or more instances shall not be deemed to be having an account with the Printer.

20.5 The headings in this Agreement are for ease of reference only and shall not be regarded as part of this Agreement.

20.6 Reference to any Statute shall include any modification, re-enactment or amendment thereto.