

Terms & Conditions

1. APPLICATION

1.1 Application of these Terms and Conditions: These Terms and Conditions are incorporated into any contract between the Printer and the Customer for the supply of goods and/or services by the Printer to the Customer and shall apply to the exclusion of all terms and conditions conflicting with or purporting to modify them, except where otherwise agreed in writing between the Printer and the Customer.

2. QUOTES AND ORDERS

2.1 Printer may supply Quote: Where the Customer requests the Printer to supply goods and/or services to the Customer, the Printer may give the Customer a written quote specifying: (a) the Work required to be done in order to fulfil the Customer's instructions; and (b) an Estimate for that Work.

2.2 Acceptance by Customer: When the Printer has given the Customer the Quote: (a) the Printer need not commence work until the Quote has been accepted by the Customer; (b) the Customer may accept the Quote in writing (including email) and unless and until that time a Quote does not give rise to a binding contract; (c) acceptance by the Customer of the Quote will constitute acceptance by the Customer of these Terms and Conditions; (d) the Printer reserves the right to correct any obvious errors in the Quote, whether technical, stenographic or otherwise.

2.3 Quote evidence of instructions: If a written Quote is accepted by the Customer: (a) the Quote shall be carried out and the Customer shall pay for the Work in accordance with these Terms and Conditions; (b) the Quote will be conclusive proof of the Customer's instructions (written and verbal) and the Order; (c) unless otherwise agreed in writing by the Printer the Order may not be cancelled by the Customer.

2.4 Validity of Quote: A Quote: (a) only remains valid for 30 days from the date it is given; and (b) may be withdrawn by the Printer at any time by notice to the Customer.

2.5 Variations and Estimates: An Estimate is based on the current cost of production and is subject to amendment before or after acceptance of the Quote to meet any cost variation between the date of the Quote and the date of execution of the Order. The Printer may amend an Estimate at any time before the Order is completed to take into account any rise or fall in the cost of performing the Order.

2.6 Periodicals: If an Order relates to more than one issue of a periodical: (a) each issue will, for the purposes of these Terms and Conditions, be considered to be one Order; (b) a party may terminate a contract for periodicals to which these Terms and Conditions apply where: (i) in the case of periodicals published weekly or more frequently, that party has given 4 weeks' notice of that party's intention to terminate the contract; (ii) in the case of periodicals published fortnightly or more frequently (but less frequently than weekly), that party has given 8 weeks' notice of that party's intention to terminate the contract; (iii) in the case of periodicals published less frequently than fortnightly, that party has given 13 weeks' notice of that party's intention to terminate the contract.

3. CHARGES

3.1 Invoice: When the Order has been completed, the Printer may issue an invoice to the Customer for the amount of the Estimate or, if no Estimate was given, an amount representing the Printer's charge for the Work done, and for any of the other charges specified in clause 3.2.

3.2 Charges additional to Estimate: In addition to the Estimate, the Printer may charge to the Customer the following, except to the extent that such costs are expressly included in any Quote: (a) fees for any Preliminary Work performed at the Customer's request; (b) fees for Additional Work required to be done as a result of the Customer changing the Customer instructions; (c) fees for having to work off poor copy; (d) fees for additional proofs required; (e) fees for work which involves tables or foreign language and which was not notified to the Printer before the Quote was prepared; (f) fees for additional work required to be done as a result of author's corrections, including repagination or reformatting; (g) fees and other charges for work required to be done urgently, including any overtime costs; (h) fees for

handling or storing material or equipment supplied by the Customer for the purposes of the Order; (i) fees for changing or correcting, in order to ensure that the Goods are properly produced, any plates, film, bromides, artwork or any document including computer files, or any other materials which are unsuitable or substandard (including any supplied in accordance with clause 10, supplied for the purposes of the Order by the Customer; (j) freight and/or installation costs and charges; (k) other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause.

3.3 Under / Over-Supplies: The Customer acknowledges that while the Printer will make every endeavour to produce the exact number of items in the Order, owing to human and/or machine/computer error the number of items actually produced may be up to 5% over or under the number specified in the Order. Where such a discrepancy occurs, the Printer will adjust the amount charged to the Customer at a pro-rata rate to reflect the actual number of items produced.

3.4 Alterations to style etc: If, before the Quote is prepared, the Customer does not give the Printer specific instructions in relation to style, type or layout: (a) the Printer may use any style, type and layout which, in the Printer's opinion, is appropriate; and (b) the Printer may charge an additional amount for any additional work required to be done (including the production of additional proofs) as a result of the Customer subsequently altering the style, type or layout used by the Printer.

3.5 Overset: The Customer must pay for overset matter (being matter produced on the Customer's instructions but not used in a publication for which it was intended). The Customer may instruct the Printer to retain overset matter for future issues of the publication or to discard the overset matter.

3.6 GST and Taxes: The Estimate shall be increased by the amount of any GST and other taxes and duties which may be applicable, except: (a) to the extent such taxes are expressly included in the Quote; and (b) all out-of-pocket expenses referred to in these Terms and Conditions are GST inclusive.

4. DELIVERY

4.1 Time and place: Delivery is to be made at the place specified in the Quote. Any time stated for delivery is an estimate only. The Printer is not liable for any delay in delivery.

4.2 Collection: Where the Customer is to collect the Goods, the Customer must do so from the Printer's premises upon being notified by the Printer that the Goods are ready for collection.

4.3 Freight costs: If the Printer agrees to deliver the Goods, the Customer shall bear all freight costs and charges associated with that delivery, which shall include (but not be limited to) all costs and expenses incurred by the Printer in removing the Goods from its premises, whether by way of actual or attempted delivery to the Customer or otherwise.

4.4 Rejection: The Customer may only reject the Goods if they do not comply with the Order. If the Customer wishes to reject or make a claim for discrepancy in respect of an Order, the Customer must notify the Printer in writing with full details and supporting evidence of the alleged non-compliance: (a) if the Printer is required to deliver the Goods to the Customer's premises - within 7 days of delivery; (b) otherwise - within 7 days of notification that the Goods are ready for collection.

4.5 Refusal: If the Customer refuses to accept delivery of any Goods, the Printer may charge the Customer for any additional costs incurred as a result, including storage and transportation costs.

5. PAYMENT

5.1 Time for payment: The Customer must, within 30 days of the date from the end of the month in which the goods were received, pay to the Printer the total amount set out in the invoice. The Printer may: (a) alter terms of payment with effect from the date it notifies the Customer of such change; and (b) impose a credit limit at any time, which may be altered at the Printer's discretion with effect from the date the Printer notifies the Customer of such alteration. Where the credit limit is exceeded then, notwithstanding

anything to the contrary, the Printer may with immediate effect and without further notice; (i) refuse to supply Goods to the Customer; or (ii) require security in a form satisfactory to the Printer; or (iii) alter terms of payment to cash on delivery

5.2 Interest: If the Customer does not make payment by the due date, the Printer may charge interest at the Printers banks then current commercial overdraft rate plus 2% per annum on amounts not paid within the time specified in clause 5.1, and may cancel any Orders in existence (without prejudice to any other rights or remedies of the Printer).

5.3 Advance and progress payments: The Printer may: (a) issue a pro forma invoice for the amount of the Estimate before commencing the Order, if the Printer has not previously done work for the Customer or otherwise considers it prudent; (b) if the Printer is of the view that completing the Order will take more than a month, at any time before the Order is completed, issue one or more invoices for a proportion of the amount of the Estimate (the proportion to be at the Printer's discretion) or require a proportion of the Estimate to be paid in advance of any Work being done.

5.4 Suspension of Work: If the Order is suspended for more than 30 days at the request of the Customer or as a result of something for which the Customer is responsible, the Printer may issue an invoice for a particular sum (to be specified by the Printer) for the Work already done and for other costs incurred by the Printer (including, by way of example but without limitation, storage costs).

5.5 Damages: The Customer must pay to the Printer any costs, expenses or losses incurred by the Printer as a result of the Customer's failure to pay to the Printer on the due date all sums outstanding from the Customer to the Printer (including, without limiting the generality of the obligation set out in this clause, any debt collection and legal costs).

6. RISK

6.1 Risk: The risk of any loss, damage or deterioration of the Goods passes to the Customer: (a) if the Printer is required to deliver the Goods to the Customer's premises - at the time of delivery; (b) otherwise - at the time the Printer notifies the Customer that the Goods are ready for collection.

6.2 Risk on rejection: If the Customer validly rejects the Goods in accordance with these Terms and Conditions, risk in the rejected Goods reverts to the Printer: (a) if the Goods are at the Printer's premises, at the time the Customer notifies the Printer that the Goods are rejected; (b) if the Goods are in the possession of the Customer, at the time that the Goods are returned to the Printer (in the same condition in which they were delivered to the Customer) during usual business hours and the Printer acknowledges receipt of them.

7. OWNERSHIP

7.1 Retention of ownership: Until the Customer has paid all sums outstanding in relation to the Goods and all the other amounts owing by the Customer to the Printer from time to time: (a) title in the Goods shall not pass from the Printer to the Customer; (b) if the Goods are in the Customer's possession, the Customer holds the Goods as trustee for the Printer and must store the Goods separately and clearly identify them as the property of Printer; (c) the Printer may call for and recover possession of the Goods (for which purposes the Printer's employees or agents may enter the Customer's premises and take possession of the Goods without liability to the Customer) and the Customer must deliver the Goods to the Printer if so directed by the Printer.

7.2 Ordinary business: The Customer may, in the ordinary course of the Customer's business, use the Goods or sell the Goods to a third party for full consideration but: (a) the proceeds of sale and any book debt created upon the sale of the Goods to the third party shall be held by the Customer as trustee for the Printer and the Customer must account to the Printer for those sums; and (b) if the Printer requires, the Customer must assign to the Printer the Customer's claim against the third party and must execute all documents necessary to effect that assignment; provided that the authority under this clause shall be revoked from the time that an Event of Default occurs or the Printer notifies the Customer that is revoked.

7.3 General lien: The Printer shall, in respect of all sums owed by the Customer to the Printer, have a general lien on all property of the Customer in the Printer's possession and may, after 14 days' notice to the Customer, sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed. In the event that any of the Customer's property held by the Printer as aforesaid enjoys copyright protection in favour of the Customer, the Customer hereby grants to the Printer a licence to exercise the rights conferred on the Printer under this clause.

7.4 Insurance: Until property in the Goods passes to the Customer, the Customer shall keep the Goods insured in the name of the Printer and the Customer for their respective rights and interests and will produce to the Printer, upon demand, evidence of such insurance. If the Customer fails to so insure the Goods, the Printer may do so and the cost of such insurance shall be payable by the Customer to the Printer upon demand.

8. LIABILITY

8.1 Non-excludable Rights: The parties acknowledge that, under applicable State and Commonwealth law, certain clauses, conditions, guarantees and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the Customer in relation to the provision of the Goods or of services which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights").

8.2 Disclaimer of Liability: Except for Non-excludable Rights, the Printer accepts no liability for: (a) any claim by the Customer or any other person, including without limitation, any claim relating to or arising from all clauses, conditions, guarantees and warranties expressed or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise; and (b) any representations, warranties, conditions or agreement made by any agent or representative which are not expressly confirmed by the Printer in writing; and the liability of the Printer for any such matters is hereby excluded.

8.3 Defective Goods: Where (and to the extent) permitted by law, the liability of the Printer for a breach of a Non-excludable Right is limited, at the Printer's option, to the remedy or repair, replacement or re-supply of the Goods and/or any services whichever is the lesser provided that: (a) all claims for defective Goods are reported to the Printer within 48 hours of delivery; and (b) all such claims are fully documented giving details of supply and the alleged damage or defect.

8.4 Indirect losses: Notwithstanding any other provision of this agreement, the Printer is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for: (a) any increased costs or expenses; (b) any loss of profit, revenue, business, contracts or anticipated savings; (c) any loss or expense resulting from a claim by a third party; or (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by the Printer's failure to complete or delay in completing the Order or to deliver the Goods.

8.5 Force Majeure: The Printer will have no liability to the Customer in relation to any loss, damage or expense caused by the Printer's failure to complete the Order or to deliver the Goods as a result of act of God, fire, flood, tempest, earthquake, riot, civil disturbance, industrial dispute, theft, crime, strike, lockout, work stoppage or other labour hindrance, breakdown, act of war (whether declared or not), sabotage, insurrection, epidemic, national emergency (whether in fact or law), requirements of restriction of, or failure to act by, any government, local body or judicial entity, the inability of the Printer's normal suppliers to supply necessary materials or any other matter beyond the Printer's control.

8.6 Electronic data: Without limiting the generality of the foregoing clauses, the Printer will not be liable to the Customer for loss, however caused, of any data stored on disks, tapes, compact disks or other media supplied by the Customer to the Printer.

8.7 Proofs: If the Printer submits to the Customer a proof of the Goods the Printer will not be responsible for any errors in the Goods which appeared in the proof and which were not corrected by the Customer before the Order was completed. There is no guarantee that production prints exactly match colour proofs because of variations in proof preparations methods and substrates. However the Printer will use all reasonable endeavours to provide a commercially acceptable finished product.

9. OUTSIDE WORK

9.1 Liability: If the Printer has to obtain goods (including typefaces, 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 the Customer's instructions: (a) the Printer will not be liable for any breach of these Terms and Conditions if that breach is a result of or is connected with the supply by the third party of the goods and/or services; (b) the Printer acquires the goods and/or services as agent for the Customer and not as principal and will have no liability to the Customer in relation to the supply of those goods and/or services. Any claim by the Customer in relation to the supply of those goods and/or services must be made directly against the third party; (c) the Customer must pay for such goods and/or services; (d) property in any goods obtained from a third party and incorporated into the Goods passes to the Printer at the time of incorporation.

10. CUSTOMER'S PROPERTY

10.1 Material supplied by Customer: If the Printer and the Customer agree that the Customer is responsible for supplying materials or equipment for the purposes of the Order: (a) the Customer must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by the Printer; (b) the Printer will not normally count or check the materials and if requested by the Customer to do so, may charge for counting or checking; (c) the Printer will not be responsible for any defects in the Goods which are caused by defects in or the unsuitability of materials or equipment supplied by the Customer; (d) property in any materials supplied by the Customer and incorporated into the

Goods passes to the Printer at the time of incorporation.

10.2 Property left with Printer: If the Customer leaves property in the Printer's possession without specific instructions as to what is to be done with it, the Printer may, six months after gaining possession of the property, dispose of or sell the property and retain any proceeds of sale as compensation for holding and handling the property.

10.3 Responsibility to insure: The Printer has no obligation to insure any property of the Customer in the Printer's possession. The Customer must pay the cost of any insurance arranged by the Printer at the request of the Customer.

10.4 Customer's property: The Printer will hold any property of the Customer at the Customer's risk.

11. INTELLECTUAL PROPERTY AND OWNERSHIP OF PRINTING MATERIALS

11.1 Ancillary materials: Unless the Printer and Customer agree otherwise in writing, drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, plates or cylinders, electros, stereos, disks, tapes, compact disks or any other media and other material produced by the Printer in the course of or in preparation for performing the Order (whether or not in fact used for the purposes of performing the Order) are the property of the Printer.

11.2 Copyright: The copyright in all artistic and literary works authored by the Printer shall be the property of the Printer. The Customer: (a) warrants that the Customer has copyright or a licence to authorise the Printer to reproduce all artistic or literary works supplied by the Customer to the Printer for the purposes of the Order and the Customer hereby expressly authorises the Printer to reproduce all and any of such works for those purposes; and (b) must 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 copyright; and (c) is hereby granted a non-exclusive licence to use the copyright in any literary and/or artistic works authored by the Printer for the purposes of the Order, provided that the exercise of such licence is conditional upon the Printer having received all monies due to the Printer under these Terms and Conditions.

11.3 Intellectual Property Rights: The Customer warrants that the use by the Printer of any designs or instructions supplied by the Customer will not infringe any intellectual property of any other person and the Customer indemnifies the Printer against any claim relating to or arising from the infringement of any intellectual property of any other person.

11.4 Illegal matter: The Printer is not obliged to print any illegal or libellous matter and the Customer agrees to indemnify the Printer against any claim relating to or arising from the printing of such matter.

11.5 Ideas: The Customer must keep confidential and not use any ideas communicated by the Printer to the Customer without the Printer's prior written consent.

11.6 Electronic/magnetic media: All disks, tapes, compact disks or other media (other than media supplied by the Customer) used by the Printer to store data for the purposes of completing the Order are the property of the Printer. The Customer cannot require the Printer to supply to the Customer any data so stored, but in the event that the Printer agrees to do so, the Printer may charge for supplying such data to the Customer.

11.7 Storage of electronic data: The Printer will not be responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed. If the Printer agrees to store such data, the Printer may charge for doing so.

12. GENERAL

12.1 Severability: Any provision in these Terms and Conditions which is 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 is capable of being 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.

12.2 Governing law and jurisdiction: These Terms and Conditions are governed by the law in force in the State or Territory in which the Printer's premises are located and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions.

12.3 Waiver: If the Printer exercises or fails to exercise any right or remedy available to it this shall not prejudice the rights of the Printer in exercising that or any other right or remedy.

Waiver of any term of this contract by the Printer must be specified in writing and signed by an authorised officer of the Printer.

12.4 Use of information: The Customer agrees that any information given to the Printer by the Customer may be disclosed to a referee or a credit agency in order to establish information relating to the Customers credit worthiness.

12.5 Termination: Upon the occurrence of an Event of Default, the Printer may terminate a contract or all or any contracts with the Customer by notice in writing to the Customer.

13. INTERPRETATION

13.1 In these terms and Conditions:

"Additional Work" includes all Work undertaken by the Printer as a consequence of the Customers variation, alteration or modification of its instructions in relation to the Order.

"Business Day" means a day on which banks are open for general banking business in the State or Territory in which the Printer's premises are located.

"Customer" means the customer for whom the Work is being carried out and where the Customer is more than one person or entity, liability of the Customer shall be joint and several.

"Estimate" means an estimate of cost for the Work contained in any Quote, as varied pursuant to these Terms and Conditions.

"Event of Default" means an event where the Customer: (a) fails to comply with the terms of any contract between the Customer and the Printer including these Terms and Conditions; or (b) being an individual is declared bankrupt or becomes of unsound mind; or (c) enters into any composition or arrangement with its creditors or goes into liquidation (voluntarily or otherwise) or has a receiver or liquidator or trustee or statutory manager or administrator or inspector or similar official under any companies or securities or other legislation appointed over all or part of its assets, or any other such similar event; (d) undergoes a change in its control or ownership, or has a conflict with the Printer's interests or the interest of any party related to it which the Printer considers sufficiently inappropriate; (e) ceases or threatens to cease to carry on all, or substantially all of its business or operations; (f) becomes or is declared insolvent or is unable or deemed to be unable to pay its debts, or stops or threatens to stop payments generally.

"Goods" means the final goods produced by the Printer by completing an Order.

"Order" means an order in respect of which a Quote has been given by the Printer and accepted by the Customer in accordance with these Terms and Conditions

"Printer" means Rawson Print Co Pty Limited, ABN 44 001 420 659.

"Preliminary Work" means all and any work performed by the Printer at the Customers express or implied request, the performance of which work was necessary to enable the Order to be commenced and which work was not within the reasonable contemplation of the Printer at the time when the Printer supplied the Estimate.

"Quote" means the quote described in clause 2.1.

"Work" means the work that is the subject of the Order.

13.2 General: In these Terms and Conditions, unless the context otherwise requires: (a) the singular includes the plural and vice versa; (b) a reference to a clause is a reference to a clause in these Terms and Conditions; (c) a reference to a party to these Terms and Conditions or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; (d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; (e) a reference to a period of time (including, without limitation. A year, a quarter, a month and a day) is to a calendar period.

13.3 Headings: In these Terms and Conditions, headings are for convenient reference only and do not affect interpretation.

13.4 Business Day: If the day on which any act, matter or thing is to be done under this agreement is not a Business Day, that act, matter or thing: (a) if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day; and (b) in all other cases, may be done on the next Business Day.

13.5 Notices: Any notice, claim, demand or other communication ("notice") under or in connection with these Terms and Conditions shall be in writing and may be given or sent by registered letter or facsimile transmission. Any notice given or sent by facsimile (provided the sending facsimile machine produces a printout of the time, date and uninterrupted transmission of the message) shall be deemed to have been served immediately upon completion of transmission if such completion is within business hours in the place where the addressee's facsimile machine is located but, if not, then at 9 am on the following business day in such place. In any event a notice shall be sufficiently given or served if actually received by a party or party's solicitor or if delivered to and left at a party's registered office.