

Terms and Conditions of Purchase Order

Interpretation

- In these terms and conditions:
 - Fineline Printing Australia Pty Ltd ABN 38 207 252 438 is the purchaser of the goods, materials or services stipulated overleaf.
 - 'Supplier' means the supplier of the goods, materials or services stipulated overleaf.
 - 'Goods' means the goods, materials or services stipulated overleaf.
 - 'Order' means the purchase order for the goods, materials or services constituted by this document.

General

- The acceptance of this Order by the Supplier includes acceptance of these terms and conditions as the sole basis of the contract to the exclusion of any conditions of sale appearing on any document of the Supplier. Modification of these terms and conditions expressed in any document of the Supplier shall not apply to this Order without written agreement of Fineline Printing Australia Pty Ltd.

Price and Payment

- Unless otherwise expressly stipulated overleaf, this Order is placed on a firm price basis in accordance with the price(s) listed overleaf and it is not subject to increases in price without written agreement of Fineline Printing Australia Pty Ltd and includes delivery to the destination stipulated overleaf and the unloading of Goods by the Supplier at the point of destination. The terms and manner of payment shall be in accordance with Fineline Printing Australia Pty Ltd payment terms or as otherwise agreed between Fineline Printing Australia Pty Ltd and the Supplier.

Standard to Conform to Specifications

- Goods shall comply with and be supplied in accordance with specifications, drawings, samples or other description (if any) stipulated overleaf. Any in-progress inspection by Fineline Printing Australia Pty Ltd authorised management can only alter this requirement.

Warranties

- Goods shall be fit for the purpose for which they are supplied, be new and of merchantable quality and free from defects in materials or workmanship. In addition, the Goods shall carry any applicable manufacturer's warranty which shall pass on to any purchaser.

Inspection and Return

- Goods shall be received subject to Fineline Printing Australia Pty Ltd approval and inspection within a reasonable time after delivery or before delivery at Fineline Printing Australia Pty Ltd's discretion, irrespective of date of payment. Fineline Printing Australia Pty Ltd shall be the sole judge of whether the Goods conform to the requisite standard. Fineline Printing Australia Pty Ltd shall have access at all reasonable times to the Supplier's premises for the purpose of inspecting the Goods during the process of manufacture. Signed delivery dockets shall not mean acceptance by Fineline Printing Australia Pty Ltd of Goods delivered but only the number of packages or cartons delivered. Fineline Printing Australia Pty Ltd will notify the Supplier of any defects appearing, and hold Goods so found to be defective for the Supplier's instructions and at the Supplier's risk for a reasonable period. Fineline Printing Australia Pty Ltd may return the defective Goods to the Supplier's premises at the Supplier's expense and risk any expense incurred by Fineline Printing Australia Pty Ltd in such return will be payable by the Supplier and may be set off by Fineline Printing Australia Pty Ltd against any moneys otherwise due by Fineline Printing Australia Pty Ltd to the Supplier.

Delivery

- Delivery shall not be deemed to have taken place until the Goods have been unloaded at the destination stipulated overleaf. The time for delivery stipulated overleaf shall be of the essence of the contract. If the Supplier fails to deliver the full amount of all Goods within the stipulated time, Fineline Printing Australia Pty Ltd may cancel this Order and, at the option of Fineline Printing Australia Pty Ltd, it shall be relieved of any obligation to accept and pay for the Goods and any undelivered instalments. The Supplier indemnifies Fineline Printing Australia Pty Ltd for any loss, damage, liability or expense incurred by Fineline Printing Australia Pty Ltd out of any failure by the Supplier to complete performance of the contract within the stipulated time.

Force Majeure

- Fineline Printing Australia Pty Ltd reserves the right to cancel this Order if, in the opinion of Fineline Printing Australia Pty Ltd, it is hindered or prevented from taking delivery of or paying for the Goods arising from a cause beyond its control including an act of God, strike, lock-out or other labour difficulty, act of public enemy, war, blockade, revolution, riot, insurrection, civil commotion, lightning, storm, flood, fire, earthquake, explosion, or any action, inaction, demand, any person, government or other competent authority, embargo, unavailability of essential equipment or other material, lack of transportation and any other cause whether specifically referred to above or otherwise which is not within its reasonable control. The Supplier shall have no claim whatsoever against Fineline Printing Australia Pty Ltd for such cancellation and the Supplier shall, in addition to any other liability, pay the costs of removing the Goods from Fineline Printing Australia Pty Ltd premises in such eventuality.

Sub-Contracting

- The Supplier shall not sub-contract the production, manufacture, or supply of the whole or any part of the Goods without written agreement of Fineline Printing Australia Pty Ltd. Any sub-contracting by the Supplier will not relieve the Supplier of its obligations to Fineline Printing Australia Pty Ltd.

Royalties

- Goods are for the use of or re-sale by Fineline Printing Australia Pty Ltd or its associated companies and may be incorporated in any product. In no event shall any claim for royalties or other additional compensation be made by the Supplier by reason of such use, re-sale or manufacture.

Patent Rights

- The Supplier agrees to defend, protect and hold harmless Fineline Printing Australia Pty Ltd, its successors, assigns, customers and any user of Fineline Printing Australia Pty Ltd products from and against any claim arising by reason of the use of the Goods including all claims for actual or alleged infringement of any letters patent, trademarks, copyright, design, confidential information or similar protection whether granted by the Commonwealth of Australia or any foreign state or the common law. If the Supplier makes representation that Goods ordered are protected by one or more patents and any such patent is found to be invalid, Fineline Printing Australia Pty Ltd may forthwith cancel this Order or any contract arising from this Order and recover any money paid to the Supplier under the Order.

Aids to Manufacturer to Remain Fineline Printing Australia Pty Ltd Property

- Drawings, sketches, painting, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, plates or cylinders, electros, stereos, discs, tapes, compact discs, or other media or data and other material produced by the Supplier 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 Supplier shall remain Fineline Printing Australia Pty Ltd property, shall be kept in good condition and shall be at the Supplier's risk. If lost or damaged in any way whether through negligence or otherwise, they shall be replaced by the Supplier and returned to Fineline Printing Australia Pty Ltd without expense to Fineline Printing Australia Pty Ltd and shall not be used in the production, manufacture or design of any other articles, nor of larger quantities than those required on this Order, except with written agreement of Fineline Printing Australia Pty Ltd and at the termination of this Order they shall be returned to Fineline Printing Australia Pty Ltd at the Supplier's expense within seven days of termination or disposed of as Fineline Printing Australia Pty Ltd shall direct.

Designs and Specifications to be Retained in Confidence

- Any goods or work made or done according to Fineline Printing Australia Pty Ltd designs or specifications or developed for Fineline Printing Australia Pty Ltd at Fineline Printing Australia Pty Ltd direction, or any designs or specifications provided by Fineline Printing Australia Pty Ltd to the Supplier or copies thereof, shall be held by the Supplier on behalf of Fineline Printing Australia Pty Ltd and at Fineline Printing Australia Pty Ltd disposal. Such goods, work, designs or specifications and any information provided to the Supplier in connection with this Order shall not be disclosed or furnished to any other person, firm or government without written agreement of Fineline Printing Australia Pty Ltd and all reasonable precautions shall be taken by the Supplier to protect such confidentiality.

Packing Costs and Standard

- No charge will be made by the Supplier or its agents or suppliers to Fineline Printing Australia Pty Ltd for wrapping, packing, cartons or crating unless authority for such a charge is stipulated overleaf. All Goods shall be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and in accordance with carrier's requirements.

Advertising

- The Supplier shall not, without written agreement from Fineline Printing Australia Pty Ltd, in any manner advertise or publish the fact that the Supplier has contracted to furnish Fineline Printing Australia Pty Ltd the Goods.

Delivery Documents

- Quantity, code and description are to be written or labelled on the face of each parcel, box or pallet. Correct paperwork must accompany goods. The Order number shall be stated on all documents and correspondence relating to this Order. Invoices, advice notices, packing lists, shipping receipts and other like documents relating to the items dispatched in accordance with this Order shall be forwarded by the Supplier to Fineline Printing Australia Pty Ltd's office by direct mail within seven days of dispatch or within such further time as agreed in writing with Fineline Printing Australia Pty Ltd, followed by monthly statements.

Responsibility

- The Goods are at the Supplier's risk until delivered to the destination stipulated overleaf and accepted by Fineline Printing Australia Pty Ltd at which time property in the Goods shall be deemed to pass to Fineline Printing Australia Pty Ltd.

Governing Law and Jurisdiction

- This Order is governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Order.

GST

- Unless otherwise stipulated, the Total Price quoted overleaf is exclusive of GST. Fineline Printing Australia Pty Ltd expects suppliers, who are registered under the new tax system, to provide "tax invoices" that satisfy legislative requirements.