

## CONDITIONS OF SALE

1. In these conditions: "Customer" means a person, firm or corporation, jointly and severally if there is more than one, acquiring goods or services from the Supplier; "Supplier" means Fineline Printing Australia Pty Ltd (ABN 38 207 252 438)
- 2.1 Unless otherwise agreed by the Supplier in writing, these Conditions of Sale ("the Conditions") apply exclusively to every contract for the sale of goods or services by the Supplier to the Customer and cannot be varied or supplanted.
- 2.2 Any written quote provided by the Supplier to the Customer is valid for 30 days only.
- 3.1 The Customer must pay for the goods and/or services within 30 days of the date the invoice is issued.
- 3.2 Credit terms (which form part of these Conditions) may be provided at the absolute discretion of the Supplier.
- 3.3 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 Supplier may issue an invoice for work already done and for other costs incurred.
- 4.1 The Customer must pay to the Supplier the amount of any GST levied on or relating to the supply of the goods or services, and all fees, as charged by the Supplier from time to time, for:
  - (a) any preliminary or additional work performed at the Customer's request which varies the quote;
  - (b) having to work from poor copy;
  - (c) additional work required to be done as a result of author's corrections, including repagination or reformatting;
  - (d) for work required to be done urgently, including any overtime costs;
  - (e) handling or storing material or equipment supplied by the Customer for the purposes of the Order;
  - (f) changing or correcting any plates, film, bromides, artwork or any document including computer files supplied by the Customer;
  - (g) storage of data or goods, packaging, carriage freight costs and charges of actual or attempted delivery;
  - (h) Insurance costs and charges where insurance is required by the Customer.
- 5.1 If the Customer defaults in payment by the due date of any amount payable, the Supplier may, without notice to the Customer and without prejudice to any other remedy available to it:-
  - (a) charge the Customer interest on the overdue sum at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 plus 2 per cent for the period from the due date until the date of payment in full;
  - (b) charge the Customer for all expenses and costs (including legal costs on a solicitor/own client basis) incurred by it resulting from the default and in taking whatever action it deems appropriate to recover any sum due;
  - (c) cease or suspend for such period as the Supplier thinks fit, the supply of any further goods or services to the Customer;
  - (d) by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by the Supplier without effect on the accrued rights of the Supplier under any contract.
- 5.2 Clauses 5.1(c) and (d) may also be relied upon, at the option of the Supplier:
  - (a) where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or
  - (b) where the Customer is a corporation and, it enters into any scheme of arrangement, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any steps are taken to wind up the Company.
- 6.1 Until full payment in cleared funds is received by the Supplier for all goods supplied by it to the Customer, as well as all other amounts owing to the Supplier by the Customer:
  - (a) title and property in all goods remain vested in the Supplier and do not pass to the Customer;
  - (b) the Customer must hold the goods as fiduciary bailee and agent for the Supplier;
  - (c) the Customer must keep the goods separate from its goods and maintain the labelling and packaging of the Supplier;
  - (d) the Customer is required to hold the proceeds of any sale of the goods on trust for the Supplier in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;
  - (e) the Supplier may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and also indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.
- 7.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately upon dispatch of the goods from the Supplier's premises.
- 7.2 The Supplier has no obligation to insure any property of the Customer in the Supplier's possession.
- 8.1 Any period or date for delivery of goods or provision of services stated by the Supplier is intended as an estimate only.
- 8.2 The Customer acknowledges that whilst the Supplier will endeavour to produce the exact number of items in the Order, the number of items actually produced may be 10% over or under the number specified in the Order ('a discrepancy'). The Supplier will adjust the amount charged to the Customer for the Order of a pro rata amount to reflect the actual number of items produced.
- 9.1 The Customer must collect the goods from the Supplier's premises.
- 10.1 Except as specifically set out herein, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 10.2 If the Supplier submits to the Customer a proof of the Goods the Supplier 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.
- 10.3 The Supplier will not be liable to the Customer for damage, loss or destruction however caused of any data stored on discs, tapes, compact discs or other media supplied by the Customer to the Supplier.
- 10.4 The damage, loss or destruction referred to in clause 11.3 herein is in the opinion of Supplier due to the failure of the Supplier to exercise due care and skill in handling the property and if written notice of such failure is provided to

- the Supplier by the Customer within seven (7) days after receipt or delivery of the goods or performance of the services, the Supplier may at its absolute discretion replace or repair the goods or resupply the services.
- 10.5 The Supplier is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused.
- 10.6 Nothing in the Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.
- 11.1 If, through circumstances beyond the control of the Supplier, the Supplier is unable to effect delivery or provision of goods or services, then the Supplier may cancel the Customer's order by notice in writing to the Customer.
- 11.2 No purported cancellation or suspension of an order or any part thereof by the Customer is binding on the Supplier after that order has been accepted by the Supplier.
- 12.1 If the contract between the Supplier and Customer relates to more than one issue of a periodical:
- Each issue will, for the purposes of these Terms and Conditions, be considered to be one Order.
  - A party may not terminate a contract to which these Terms and Conditions apply unless:
    - 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;
    - 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;
    - in the case of the periodicals published less frequently than fortnightly, that party has given 13 weeks notice of that party's intention to terminate the contract.
- 12.2 If, before the quote is prepared, the Customer does not give the Supplier specific instructions in relation to style, type or layout the Supplier may use any style, type and layout which it considers appropriate.
- 12.3 The Customer must pay for overset matter (being matter not used in a publication for which it was intended). The Customer may instruct the Supplier in writing to retain overset matter for future issues of the publication or to discard the overset matter immediately. The Customer must notify the Supplier in writing within two weeks of completing of the Order of its request. In the absence such notice, the Supplier may dispose of the overset matter.
- 12.4 If the Supplier has to obtain goods and/or services not normally stocked or supplied by the Supplier from a third party in order to carry out the Customer's instructions:
- The Supplier 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 such goods and/or services.
  - The Supplier acquires such 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.
  - The Customer must pay for such goods and/or services.
  - Property in any such goods obtained from a third party and incorporated into the Goods passes to the Supplier.
- 12.5 You acknowledge that the Prices may include any commission payable to any broker, agent, dealer or other person who introduces you to us. You also acknowledge that we may receive commission, fees or other remuneration for introducing you to another person for any purpose relating to the provision of the Goods or Services.
- 12.6 If the Supplier and the Customer agree that the Customer is responsible for supplying materials or equipment for the purposes of the Order:
- the Customer must supply sufficient quantities of materials to allow for spoilage, such a quantity to be specified by the Supplier.
  - the Supplier will not normally count or check the materials and if requested by the Customer to do so, may charge for counting or checking.
  - the Supplier 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.
  - property in any materials supplied by the Customer and incorporated into the Goods passes to the Supplier.
- 12.7 If the Customer leaves property in the Supplier's possession, the Supplier may dispose of or sell the property and retain any proceeds of sale.
- 12.8 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 are the property of the Supplier.
- 13.1 Copyright in all artistic and literary works authored by the Supplier shall be the property of the Supplier.
- 13.2 The Customer is hereby granted a non-exclusive licence to use the copyright in any literary and/or artistic works authored by the Supplier for the purposes of the Order however the exercise of such licence shall be conditional upon the Supplier having received all monies due to the Supplier under these Terms and Conditions.
- 13.3 The Customer warrants that the Customer has copyright in or a licence to authorise the Supplier to reproduce all artistic and literary works supplied by the Customer to the Supplier for the purpose of the Order and the Customer hereby expressly authorises the Supplier to reproduce all and any of such works for the purpose aforesaid;
- 13.4 The Customer hereby indemnifies and agrees to keep indemnified the Supplier against all liability, losses or expenses incurred by the Supplier in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright in such literary and artistic works supplied by the Customer.
- 14.1 Nothing in these Conditions constitute consent within the meaning of the Copyright Amendment (Moral Rights) Act 2000.
- 15.1 All discs, tapes compact discs or other media (other than media supplied by the Customer) used by the Supplier to store data for the purposes of completing the Order are the property of the Supplier. The Customer cannot require the Supplier to supply to the Customer any data so stored.
- 15.2 The Supplier will not be responsible for storing any data on discs, tapes, compact discs or other media when the Order has been completed.
- 16.1 The law of Victoria from time to time governs the Conditions and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.