

1. Application of Terms and Conditions

Unless otherwise agreed in writing by us, these terms and conditions will apply to the provision by us of all printed products (**Goods**) and services of any nature (**Services**) to each purchaser of such Goods or Services (**you**). Any terms and conditions combined in your purchase order or otherwise notified to us will apply only if they are accepted in writing by us.

2. Prices

We reserve the right:

- without liability on our part, to correct any errors or omissions in any offer, quotation, order confirmation, invoice or other documentation issued by us.
- to pass on to you on any additional costs (including merchant fees) incurred by us where you pay us by credit card.
- to adjust the prices payable by you for the Goods and/or Services (**Prices**) to cover the increased cost of paper or ink arising from any fluctuations in excess of 1% in the prevailing exchange rates between the time of our quotation of the Prices and the time of our contract to purchase the relevant paper or ink.

3. Taxes

Unless expressly stated by us, Prices quoted or agreed do not include sales, goods and services, value added or any other applicable government tax or duty payable either before or after invoice from us. Such taxes and duties are payable in addition to the Prices.

4. Title and Risk

Property and risk in relation to Goods passes to you at the point of completion of good bound printing product or good base printed product (as applicable). Risk in relation to Services passes to you when they are provided to you.

5. Client Supplied Material

All products or materials to be supplied by you to enable us to supply the Goods or Services must be supplied to us by the time that we notify you. You will supply to us sufficient quantities of such products or materials to enable us to produce the Goods and/or fully perform the Services, allowing, where applicable, for a reasonable amount of wastage. Products and materials that you supply to us must comply with all of our applicable specifications.

6. Delivery / Provision of Services

- You are responsible for collecting and removing from our premises the Goods and any returnable materials supplied within 7 days after we notify you that the Goods and/or materials are ready for collection. After 7 days, you will be liable to pay our standard daily storage charge.
- Despite paragraph 6(a), if we agree in writing to deliver the Goods, you must pay us for that delivery at our current rates.
- Any dates quoted for supply or delivery of the Goods or Services are approximate only and although we will use reasonable efforts to meet them, we will not be liable for any delay in such supply or delivery.
- If after acceptance of any order, we are unable to obtain delivery of supplies of paper of the grade and quality specified to complete the order by the estimated delivery date, and if an acceptable substitute has not been agreed within seven days of us notifying you of the delay, the order, and the contract to which the order relates, shall be cancelled.

7. Failure to Provide Exact Quantities

The agreed quantity of Goods, includes a margin of 5 per cent for surpluses or deficiencies in the quantity of Goods we supply. Where such a surplus or deficiency occurs, the Prices will be adjusted pro rata to reflect the actual quantity of Goods supplied to you.

8. Claims

You will be deemed to have accepted the Goods and any Services free of defect or other non conformity unless we receive a substantiated written claim within 14 days from, in the case of Goods, the date that we notify you that the Goods are ready for collection or the date that we deliver or

otherwise attempt to deliver the Goods to you, as the case may be, and, in the case of Services, the date that we complete the supply of the Services to you.

9. Payment

- We may invoice you for Goods and all other amounts payable by you under these terms and conditions at any time after we notify you that the Goods are ready for collection or we otherwise deliver or attempt to deliver the Goods.
- Subject to paragraph 9(c), we may invoice you for Services at any time after provision of the Services.
- You must pay each invoice within 30 days from the date of the invoice. The time for payment is a material term of any contract between us.
- If you dispute an invoice you must nonetheless pay the entire amount. We will refund any agreed amount following resolution of the dispute. If you fail to pay any invoice by the due date then, without affecting any other right or remedy available to us, we may:
 - suspend any further deliveries to you of the Goods in question or any other Goods and suspend or refuse to perform any Services to you whether under an existing or new order;
 - charge you interest on the amount unpaid at the rate set from time to time under the Penalty Interest Rates Act 1983 (Vic) (such interest to be computed daily and compounded monthly) until payment in full is made;
 - exercise a general lien on all of your property in our possession to cover the amount unpaid for the Goods and/or Services; and
 - recover from you, in addition to the outstanding amount, all reasonable costs incurred by us in collection of the outstanding amount.

10. Exclusions and Limitations

- We exclude all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this paragraph to be void.
- To the extent permitted by law:
 - we exclude liability (including from our breach of any express or implied condition or warranty or our negligence) for loss of profits or consequential or indirect loss or damage; and
 - our liability to you from our breach of any express or implied condition or warranty or our negligence is limited, at our option, to supplying the Goods and/or Services in respect of which the breach or negligence occurred again or to paying the cost of having those Goods and/or Services supplied again.

11. Materials Supplied to Us by You

- It is your responsibility to maintain a copy of all material supplied to us.
- We will not be responsible for accidental damage to materials supplied by you or for the accuracy of final output which depends on the input supplied by you.
- Until digital input can be evaluated by us, no claims or promises are made about our ability to work with materials submitted in digital format, and we assume no liability for problems that may arise.
- Any additional translating, editing or programming needed to use or correct your digital files will be charged to you at our current rates.

12. Data Transmissions

You must pay for all data transmission charges relating to the Goods and/or Services. We will not be responsible for any errors, omissions or extra costs resulting from faults in data transmissions which are beyond our reasonable control.

13. Prepress Proofs

- For printed Goods, on request we will submit prepress proofs along with original copy for your review and approval.

- (b) You must return corrections on a 'final complete set' marked either 'OK' or 'OK with corrections' or 'Revised proof required' and signed by you. Until the final complete set is received, we are under no obligation to perform additional work. We will not be responsible for production errors if:
 - (i) proofs are not required by you;
 - (ii) the work is printed per your OK; or
 - (iii) requests for changes are communicated by you orally.
- (c) As we do not provide prepress proofs except on request, we reserve the right to charge you an additional amount at our current rates to cover this extra service.

14. Colour Proofing and Register

You acknowledge and agree that:

- (a) variation in colour between colour proofs and completed Goods is likely to occur due to the differences in equipment, paper, inks and other conditions between colour proofing and production pressroom operations;
- (b) minor loss of register may occur due to production press room operations; and
- (c) you will allow and accept any such variation which reasonably occurs.

15. Materials and Artwork

- (a) Property in all tangible items such as digital image files, plates, film and production material, but not artwork, produced by us as part of the Services remains at all times our property and we are under no obligation to retain such materials.
- (b) Property in tangible artwork produced by us for you in the performance of the Services or the production of Goods is yours, and you must collect it within 3 months (in the case of books) or 2 weeks (in all other cases) after the Goods and/or Services are completed. If you fail to do so, we may dispose of it free from any action or claim.
- (c) Intellectual property rights, such as copyright, in artwork produced by us for you, unless agreed otherwise in writing by us, remains at all times our property.

17. Acknowledgement

You acknowledge and agree that:

- (a) you are solely responsible for the content and accuracy of supplied input and other material provided to us;
- (b) we will not be responsible for checking, for errors or otherwise, such input or other materials; and
- (c) we will be under no liability in respect of any errors or defect in the Goods and/or Services arising from any materials or specifications provided to us by you.

16. Warranties

You warrant that:

- (a) any material to be printed, produced or distributed by us will not:
 - (i) contain anything illegal, obscene, defamatory or offensive; or
 - (ii) infringe the copyright or other protected right of any person; and
- (b) the printing, production or distribution of the material will not give rise to any claims against or liabilities to us or our officers, employees or agents.

17. Termination

- (a) We may, without affecting any other rights we may have, terminate or suspend any contract between us with immediate effect by giving notice to you if:
 - (i) you breach any provision of this or any other contract and fail to remedy the breach within 7 days after our notice requiring you to do so;

- (ii) you breach a material provision of this or any other contract where that breach is not capable of remedy;
- (iii) you cease to be able to pay your debts as they become due;
- (iv) you become subject to any form of insolvency administration; or
- (v) any step is taken by a mortgagee to take possession or dispose of the whole or any part of your assets.

- (b) If we exercise our rights pursuant to paragraph (a) above to terminate or suspend a contract, we will immediately be entitled to invoice you for work in progress under that contract at our current rates. This paragraph does not limit or affect any other remedy which may be available to us including seeking compensation for any loss or damage suffered by us.

18. Force Majeure

We will not be liable for any failure to perform or delay in performance of any obligation where such failure or delay is due to anything beyond our reasonable control, including but not limited to adverse weather or terrain, strikes, lockouts and other industrial action, material shortages, failure of any of our suppliers to supply, accidents, power failure, breakdowns of plant or machinery or import or export regulations or embargoes.

19. Confidentiality

You agree not to disclose any information provided by us to you relating to PMP and its related entities that we may reasonably regard as confidential or commercially sensitive (including without limitation our pricing information) unless you can establish the information was:

- (a) at the time of disclosure, in the public domain;
- (b) subsequent to disclosure, entered the public domain other than through the breach of any duty owed to us; or
- (c) required to be disclosed by law.

20. General

- (a) We may subcontract the supply or delivery of all or any part of the Goods and/or Services.
- (b) Any failure by us to insist on strict compliance with any contract between us or any delay by us in exercising our rights under any contract between us will not constitute a variation or waiver of any provision of that contract or of any right available to us.
- (c) If part or all of any provision of these terms and conditions or its application to any person or circumstance is illegal or unenforceable the provision will be interpreted so as to ensure it is not illegal or unenforceable. If any provision or part of it cannot be so interpreted, the provision or part of it will be severed from these terms and conditions and the remaining provisions of these terms and conditions continue in force.
- (d) Where you comprise two or more persons, an agreement or obligation to be performed or observed by you binds those persons jointly and each of them severally.

21. Authority to Obtain and Exchange Credit Information

- (a) You authorise us to obtain from a credit reporting agency a credit report containing personal credit information about you in order to assess whether we will provide or continue to provide credit to you.
- (b) You authorise us to contact any of the contacts or references provided by you and make such enquiries as are necessary and reasonable to give proper consideration to your application for credit.
- (c) We reserve the right to suspend the supply of further Goods and/or Services on credit to you without prior notice of such action to you.

22. Governing Law

All contracts between us and you will be governed by the law applicable in the place where the Goods are to be produced or the Services performed.