

## TERMS AND CONDITIONS OF TRADE

These Conditions of Sale apply to all contracts for the sale of printed materials or signage/promotional goods ("the Goods") between ourselves, the Seller of the Goods ("we" or "us") and you the purchaser of such Goods. Acceptance of each delivery of Goods shall be taken as acceptance of these conditions of sale or any other conditions of sale sent by us to you from time to time which shall apply to the exclusion of any conditions which may be normally used by you unless we specifically agree to their inclusion.

1. **PRICES:** - Where no specific quotation or price offer has been made, the prices charged are subject to alteration or variation by us without prior notice and orders are accepted on the understanding that they are charged at the price ruling at the time of despatch.
2. **QUANTITY:** - Any "overs" will be charged for at the pro-rata unit price unless otherwise stated on your order.
3. **MINIMUM ORDER VALUE:-** The Minimum Order Value is \$20.00 exclusive of GST and freight.
4. **PAYMENT:-** Terms of payment are payment in full without deduction on collection by you; or if arranged in advance and confirmed in writing by us, by the 20<sup>th</sup> of the month following the invoice date.
5. **INTEREST AND LEGAL EXPENSES:-** If you fail to make any payment due to us by the due date, you shall be liable to pay us:-
  - (a) Interest at 2% per month from the due date on all overdue accounts calculated monthly on the total unpaid balance including any interest previously charged.
  - (b) All our expenses and legal costs in relation to proceedings or steps taken by us arising from the failure to pay.
6. **COLOUR:-** We will match colour samples which you provide to us or where no samples are provided we will match your written specifications within normal quality tolerances of the printing process.
7. **DELIVERY:-** Delivery shall be deemed to be complete upon receipt of the goods by you or on arrival at the location specified by the you. Dates given for delivery are not to be treated as conditions of the sale, and while every effort will be made by us to meet any deadlines we agree with you, no claim shall be made by you on account of late delivery. We shall not be responsible for any failure or delay in delivery caused by any means which is beyond our control.
8. **DAMAGE, DEFECTS AND LOSS IN TRANSIT:-** Any complaints of damage, short delivery, loss in transit or defects must be made to us within fourteen (14) working days of delivery to you. We shall have the right at our discretion in respect of any complaint made by you and accepted by us:-
  - to repair or replace the Goods; or
  - to refund or credit the portion of the purchase price applicable in full satisfaction of all our liability to any person arising from such complaint and we will use our best endeavours to enforce any guarantee or warranty given by the manufacturer of Goods supplied to and sold by us.
9. **RETENTION OF TITLE:-** Until you have paid in full for the Goods supplied by us all title to the Goods remains our property. and the following provisions shall apply:-
  - ( a ) You grant us a security interest in the Goods under the Personal Property Securities Act 1999 ("PPSA") as security for payment of your indebtedness.
  - (b) You shall reimburse us for any costs and/or expenses incurred or payable by us should we choose to register any document under the PPSA relating to the Goods.
  - (c) You agree that nothing in Sections 114 (1) (a), 133 and 134 of the PPSA shall apply to this contract, or the security under this contract and you waive your rights under Sections 116, 119, 120(2), 121, 125, 127, 129, 131 and 132 of the PPSA.
  - (d) You waive your right to receive a copy of the verification statement confirming registration of any document relating to the security interest under this contract.
  - (e) You hold the Goods as fiduciary owner for us and will deal with them as agent for and on behalf of us (but will not hold yourself agent to any third parties).
  - ( f ) You will store the Goods supplied so that they can be clearly recognised as our property and will insure the goods supplied for at least invoice value.
  - ( g ) If you resell any of the Goods supplied (including the other Goods referred to in sub-clause (e) below) the proceeds of any resale will belong to us and you will pay the same to us immediately upon receipt by you.
  - ( h ) You irrevocably give us and our agents the right to enter your premises without notice and if required using reasonable force to enter and to remove any of the Goods supplied and to resell them.
  - ( i ) If any of the Goods supplied are used or incorporated into other goods before being paid for then the property in the whole of such other goods shall remain with us until full payment has been made to us and all our rights in respect of the Goods supplied shall extend to those other goods.
  - ( j ) Failure by you, either to store the Goods supplied as required in sub-clause (f) or to separately account for sale proceeds under sub-clause ( g ) will not prejudice our claim to the Goods supplied or to the sale proceeds.
10. **CONSUMER GUARANTEES ACT 1993:-** You agree that the Consumer Guarantees Act 1993 does not apply to any Goods which are acquired by you for business purposes.
11. **RISK:-** Notwithstanding that ownership in the Goods may remain with us all risk in respect of Goods supplied shall pass to you upon delivery.
12. **WARRANTY:-** We shall not be liable for any direct or indirect or consequential loss or damage attributable to defects in the goods nor in respect of conditions or warranties whether expressed or implied by statute or at common law or otherwise which have not been confirmed by us in writing.
13. **DEFAULT:-** If you are in default on any payment or if we have required immediate payment for Goods then we are not obliged to deliver any further goods to you, and may cancel any orders made by you even if those orders have been accepted by you and we may recover from you any costs incurred as a result of that cancellation.

<b>Signatory's Initials:</b> .....	<b>Dated:</b> .....
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