

Terms & conditions of credit & supply

NSW

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WA & Other States

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Printforce Australia Pty Ltd T/A

we print it
com.au
ABN 43 009 354 643

NATIONWIDE ☎ 1300 735 100

Terms & conditions of credit & supply

These terms and conditions cover all Printforce Australia Pty Limited entities including but not limited to Printforce Australia P/L Hero Print, Hero Web & We Print It

1. These conditions apply to each and every Credit Application, except to the extent otherwise specified in writing by the supplier.
2. The Customer agrees to pay for all goods supplied or services provided, plus any GST applicable to the goods and services, within Thirty (30) days of the date of the invoice issued in respect of those goods or services or within such a period or time as may be notified to the Customer by the Supplier.
3. The Customer warrants that the persons' signatures appearing on this Agreement are duly authorised by the Customer to apply for credit and execute this Agreement.
4. These Conditions and any Further Terms are governed by and are to be interpreted in accordance with the laws and by mutual consent to be subject to the jurisdiction of the Courts in the state of Western Australia.
5. Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery or any claim for rejects by a customer must be in writing and given to the Manager of the supplier within 24 hours of delivery.
6. In the event that moneys due by the Customer to the Supplier are not paid by the due date or the Customer is declared bankrupt or gives any authority to a trustee under section 188 of the Bankruptcy Act, or commits any act of bankruptcy, or ceases to trade or carry on business in the usual manner, or where the Customer is a company a petition for winding up is filed, or an administrator or receiver is appointed then all moneys owing by the Customer to the Supplier will become immediately payable without the necessity for any demand for payment of those moneys being made by the Supplier. This agreement also binds a company appointed administrator both severally and jointly.
7. Should the Customer default in any payment due under this agreement then the Customer agrees to pay the Supplier interest on all moneys, including GST, from the due date for payment and the Customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date for payment until the date the supplier receives payment at a rate not exceeding 2.5% per month.
8. The Customer agrees to pay Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including Debt collection commission, charges, legal fees, along with all solicitors' costs incurred by the Supplier shall be paid by the customer.
9. The Supplier may, in its absolute discretion, without giving any reason therefore and without giving notice to the Customer, terminate any credit facility with the Customer. Upon termination of any credit facility all moneys owing by the Customer to the Supplier will become immediately payable by the Customer without the necessity for any

demand for payment of those moneys being made by the Supplier to the Customer.

10. Any goods supplied by the Supplier to the Customer will be at the risk of the Customer on and from the date the goods are accepted by the Customer.
11. All goods shall remain the property of the Supplier until all debts due to the Supplier by Customer are paid in full and the Customer shall be bailee of Goods in its possession whose title remains with the Supplier. Goods in the Customer's possession must be clearly identifiable as the property of the Supplier. If the Customer fails to pay any debt due to the Supplier by the date for payment, the Supplier may retake possession of Goods. All costs of such repossession of Goods by the Supplier will be payable by Customer. Such rights shall be without prejudice to the Suppliers' right to claim damages from the Customer for breach of contract. Customer irrevocably authorises the Supplier and its servants and agents to enter upon the Customer's premises without notice at any time, for the purposes of examination or recovery of Goods.
12. The Customer shall indemnify the Supplier against any loss or expense arising from the Customer breaching this Contract.
13. If Customer makes new Goods or other Goods from or with Goods, these new Goods are Goods for the purposes of this Contract.
14. The Customer agrees to immediately notify the supplier in writing if there is any change of ownership or alteration to the Registered Particulars of the Customer and the Customer shall provide full details of such alteration.
15. In the case of a Trust Company we acknowledge that the Trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account.
16. If any part of this Agreement is held to be void, voidable, unenforceable or illegal, then ipso facto that part shall be deemed never to have been a part of the Agreement which shall continue with the remaining provisions.
17. **Privacy Act.** Acknowledgement that credit information may be given to a credit reporting agency, the customer understands that section 18E (8)c) of the Act allows the Supplier to give a credit reporting agency certain personal information about the Customer. The information which may be given to an agency is covered by section 18E (1) of the Act and includes: Particulars to identify the Customer, The fact that the Customer has applied for credit and the amount, The fact that the Supplier is a credit provider to the Customer, Payments which become overdue more than 60 days, Advice that payments are no longer overdue, Cheques of \$100 or more drawn by the Customer which a Bank has dishonoured more than once, in specified circumstances, that in the opinion of the Supplier the Customer has committed a serious credit infringement, That the credit provided to the Customer by the Supplier has been discharged.
18. Authority for the Supplier to obtain certain credit information To enable the Supplier to assess the Customer application for any

commercial or personal credit, the Customer authorises the Supplier as follows: if asked to provide commercial credit, to obtain from a credit reporting agency a credit report containing personal credit information about the Customer. This is in accordance with section 18K (1) (b) of the Act. If asked to provide personal credit, to use a credit report containing information about the Customer's commercial activities or commercial credit worthiness from a business which provides information about the commercial creditworthiness of a person. This is in accordance with section 18L (4) of the Act.

19. Authority to exchange information with other credit providers. In accordance with section 18N (1) (b) of the Act, the Customer authorises the Supplier to give to and receive from the credit providers named overleaf or that may be named in a credit report issued by a credit reporting agency, information in the supplier's possession or the other credit provider's possession about the customers creditworthiness, credit standing, credit history and credit capacity. The Customer understands the information may be used to:
a) assess an application for credit by the Customer, b) Assist the Supplier in avoiding default on the Customer's credit obligations, c) Notify other credit providers of a default by the Customer, d) Assess Customer's creditworthiness.

Quotation

Printforce may, if requested by you, give a quotation specifying:

- A) The work required to be done in order to fulfil your instructions.
- B) An estimate of Printforce's charge for the performance of the work (The Quotation).

Acceptance

Where Printforce has given you a quotation:

- A) Printforce need not commence work until the quotation has been accepted by you.
- B) You may accept the quotation by instructing Printforce in writing (Inc E-mail) to commence work
- C) Acceptance by you of the quotation will constitute acceptance by Printforce's terms and conditions.

Quotation Evidence of Instructions

If a written quotation is accepted by you, the work as per quote will be carried out and you shall pay for work in accordance with the quotation and our standard terms and conditions.

Printforce may revise Quotation

Printforce may amend any quotation before work has been completed to:

- A) Take into account any rise and/or fall in the cost of performing the work and Printforce shall notify you of any such amendment as soon as practicable.
- B) Without liability on the part of Printforce, correct any errors or omissions in any estimate, quotation, order confirmation, invoice or other document issued by Printforce to you. Upon Printforce giving you notification of any such amendment to the quotation, the amended quotation shall be and be deemed to be the quotation for the purposes of these terms and conditions.

Terms & conditions of credit & supply

Disclaimer of Liability

Printforce disclaims all conditions and warranties expressed or implied and all rights and remedies conferred on you, by statute, common law, equity trade, custom or usage otherwise and all of those conditions and warranties and those rights and remedies are excluded other than any non-excludable rights. To the extent permitted by law, the liability of Printforce for a breach of non-excludable right is limited, at the option of Printforce, to the supply of goods and or services again of payment of the cost of having the goods re supplied.

Indirect Losses

Notwithstanding any other provision of these terms and conditions, Printforce is under no circumstance regardless liable in contract, tort (including without limitation, negligence or breach of statutory duty) or otherwise to compensate you 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.
- D) Any special, indirect or consequential loss or damage of any nature.

Electronic Data

Without limiting general clauses set out, Printforce will not be liable for any loss, however caused, of any data stored on disks, tapes, compact discs, DVD or any other form of media supplied by you to Printforce.

Your Property

Subject to indirect losses clause, Printforce will not be liable for the damage, loss or destruction of any of your property in the possession of Printforce unless the loss or damage is due to the failure of Printforce to exercise due care, skill and attention in the handling and storage of the property.

Force Majeure

Printforce will have no liability to you in relation to any loss, damage or expense caused by the failure of Printforce to complete the order or to deliver the goods as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of normal suppliers of Printforce to supply necessary materials or any other matter beyond the control of Printforce.

Periodicals

If the contract between Printforce and you 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) Subject to sub clause C, a party may not terminate a contract to which these terms and conditions apply unless:
 - B1) 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.
 - B2) In the case of periodicals published fortnightly or more frequently that the party has given 8 weeks notice of their intention to terminate the contract.
 - B3) In the case of periodicals produced less frequently than fortnightly, that the party has given 13 weeks notice of the party's intention to terminate the contract.

- C) Notwithstanding sub clause B, Printforce may terminate the contract at any time if you are in breach of any of the provisions of these terms and conditions relating to payment of accounts.

Alterations to Style Etc

If before the quotation is prepared, you do not give Printforce specific instructions in relation to style, type or layout:

- A) Printforce may use any style, type or layout which in the opinion of Printforce is appropriate.
- B) Printforce may charge an additional amount for any work required to be done (including the production or additional proofs) as a result of you subsequently altering the style, type or layout used by Printforce.

Overset

You must pay for overset matter (being matter produced on your instructions but not used on the publication for which it was intended). You may instruct Printforce to retain overset matter for future issues of the publication or to discard the overset matter.

Outside Work

If Printforce has to obtain goods (including typefaces, paper stock, bromides, film, plates, ornaments or artwork) and services from a third party in order to carry out instructions:

- A) Printforce will not be liable for any breach of these terms and conditions if that breach is a result of or connected with the supply by a third party of such goods or services.
- B) Printforce acquires such goods and services as your agent and not as principal and have no liability to you in relation to the supply of those goods and/or services. Any claim by you in relation to the supply of those goods and services must be made directly against the third party.
- C) You must pay for such goods and services.
- D) Property in any such goods obtained from third party and incorporated into the goods passes to Printforce at the time of incorporation.

Material Supplied By You

If Printforce and you agree that you are responsible for supplying materials or equipment for the purposes of work:

- A) You must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by Printforce.
- B) Printforce will not normally count or check the materials and if requested to do so, may charge for counting or checking.
- C) Printforce will not be responsible for any defects in the goods that are caused by defects in or the unsuitability of materials or equipment supplied by you.
- D) Property and materials supplied by you and incorporated into the goods passes to Printforce at the time of incorporation.
- E) Damage to equipment caused by faulty materials supplied by the customer shall result in the customer paying reasonable charges to repair set damage.

Property Left with Printforce

If you have property in the possession of Printforce without specific instructions as to what is to be done with it, Printforce will after 12 months of gaining possession of the said property dispose of or sell the property and retain any proceeds of the sale as compensation for holding and handling the property.

Responsibility to Insure

Printforce has no responsibility to insure any of your property in the possession of Printforce. You must pay the cost of any insurance arranged by Printforce at your request.

Ancillary Materials

Unless Printforce and you agree otherwise, all drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, plates or cylinders, electros, stereos, discs, tapes, compact discs or DVD's or any other form of media produced by Printforce in the course of preparation for performing products are the property of Printforce.

Ideas

You must keep confidential & not use, without the written consent of Printforce any ideas communicated by Printforce to you.

Electronic/Magnetic Media

All forms of media other than those supplied by you remain the property of Printforce. Printforce will not supply any form of media that has been used for storage of work. In the event Printforce chooses to supply and form of media, it may charge at its discretion.

Storage of Electronic Data

Printforce will not be responsible for storing any data discs, tapes or compact discs or other media when work has been completed. If Printforce agrees to store such data, it reserves the right to charge accordingly.

No Waiver

A power or right is not waived solely because the party entitled to exercise that power or right does not do so. A single exercise of the right will not preclude any other further exercise of that power or right and or any other power or right. A power or right may only be waived in writing, signed by the party and be bound by the waiver.

All Amounts are GST Exclusive

Unless otherwise stated, all amounts expressed or described in these terms and conditions are GST exclusive. This includes all out of pocket expenses. Printforce will take all available steps to assist with compliance of our GST laws.

Terms & conditions of credit & supply

Invoice

When the work has been completed, Printforce will issue a Tax Invoice to you for the amount of the quotation or, if no quotation was given, for the amount representing the charge of the work done by Printforce in filling your order and for any of the other charges specified in clause below.

- A) Preliminary work – Printforce may at its own discretion invoice the client for any preliminary work carried out by client request. Any such work should be considered an order and such can be invoiced to the client's account under these terms and conditions. This may also include any special items ordered to produce this work.
- B) Fees for additional work required to be done as a result of you changing your instructions.
- C) Fees for having to work from a poor copy.
- D) Fees for work which involves tables or foreign language and which was not notified to Printforce before the quotation was prepared.
- E) Fees for additional work required to be done as result of authors' corrections, including repagination or reformatting.
- F) Fees and other charges for work required to be done urgently, including any overtime costs.
- G) Fees for handling or storing material or equipment by you for the purpose of the order.
- H) 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 supplied for the purposes of the order by you.
- I) Freight costs and charges.
- J) Other charges, fees or disbursements referred to in these terms and conditions that are not specified in this clause.

Under/Over supplies

- A) You acknowledge that whilst Printforce will make every endeavor to produce the exact number of items in the order, owing to human, machine or computer error the numbers actually produced may be 5% over or under the number specified in your order.
- B) If a discrepancy occurs, Printforce will adjust the amount charged to you for your order by a pro rata amount to reflect the actual number or items produced.

Notification

Printforce shall notify you when the goods are ready for collection.

Collection

You must collect goods from Printforce's premises upon being notified by Printforce that the goods are ready for collection. If Printforce agrees to deliver the goods you shall bear all freight costs and charges associated with the delivery.

Rejection

Subject to proofing clause you may only reject goods if they do not comply with your instructions. If you wish to reject the goods, you must notify Printforce of the rejection:

- A) If Printforce agrees to deliver the goods to your premises, within 7 days of delivery.
- B) Otherwise within 7 days of notification that the goods are complete and ready for collection.

Risk

The Risk in the goods passes to you:

- A) If Printforce delivers the goods to your premises – at the time of delivery, or
 - B) At the time Printforce advises that the goods are ready for collection.
- If you are entitled to reject the goods and you reject the goods in accordance with the terms and conditions, risk reverts to Printforce at the time you notify Printforce that the goods are rejected.

Time for payment

Unless otherwise agreed in writing by Printforce, you must within 30 days of invoice, pay Printforce the total amount of the invoice.

Interest – Administration Charge

Printforce may charge an accounts administration fee of \$30.00 per month on all accounts that are not paid within the specified time.

Advance & Progress payments

- A) If Printforce has not previously carried out work for you or if Printforce considers it otherwise prudent to do so, Printforce may issue an invoice for the amount of the quotation before commencing work. Printforce is under no obligation to carry out any work for you until it has received the payment of said invoice.
- B) Printforce may, in the event that Printforce is of the view that completing the work will take more than one month, at any time before the work is completed, issue one or more invoices for a proportion of the amount of the quotation. This amount will be required to be settled before the work can advance.
- C) If the work is suspended for more than 30 days at your request or as a result of something for which you are responsible, Printforce may issue a tax invoice for a particular amount for work already done plus appropriate storage costs.

Damages

You must pay to Printforce any costs, expenses or losses incurred by Printforce as a result of your failure to pay Printforce all amounts outstanding by you to Printforce. This includes but is not limited to debt collection costs, debt collection commissions and legal recovery costs.

Retention of Title

Until you have paid for all amounts outstanding in relation to goods:

- A) Title in the goods shall not pass from Printforce to the customer.
- B) If the goods are in your possession, you shall hold the goods as trustee for Printforce and must store the goods so they are clearly identifiable as the property of Printforce.
- C) Printforce may call for and recover possession of goods (for which purposes Printforce's employees or agents may enter your premises and take possession of the goods without liability to you) and you must deliver the goods to Printforce if so directed by Printforce.
- D) You may in the ordinary course of your business, sell the goods to a third party subject to the proceeds of that sale being held as trustee for Printforce. You must also assign claim against said third party to Printforce.

General Lien

Printforce shall, in respect of all amounts owed by you to Printforce have a general lien on all your property in the possession of Printforce and may, after 14 days notice to you, sell such property and apply any proceeds (net of any sale costs) in satisfaction or part of the amounts owed. In the event that any of your property enjoys copyright protection in your favour, you hereby grant Printforce a licence to exercise the rights conferred on Printforce under this clause.

Proofs

- A) For printed goods, on request Printforce will submit pre-press proofs for you to review and approve.
- B) You must return corrections on a master set of proofs marked "Approved" or "Approved with corrections" or "Revised proof required" as the case may be and signed by you.
- C) Until the master set of proofs is received marked as set above, Printforce is under no obligation to perform additional work.
- D) Printforce will accept no liability nor responsibility for productions errors if:
 - D1) Proofs are not required by you
 - D2) The work is printed in accordance with your approval or
 - D3) Requests for changes are communicated other than in accordance with above.
- E) Printforce may make an additional charge if you require high resolution proofs
- F) Electronic (pre ripped) PDF proofs will not preview trapping. You must check the trapping in the original artwork or request a pre press proof for which extra charges will apply. When pre press proofs are required, you must return a signed copy of the proof to Printforce prior to the commencement of any work.

Colour Printing

You acknowledge and agree:

- A) Colour variation may occur between proofs and completed product as a result of the use of different paper, inks, equipment or other factors.
- B) Minor loss of register may occur between colour proofs and completed goods due to production press operations.
- C) You will accept any reasonable variation that may occur.

Non-Excludable Rights

The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these terms and conditions and there are rights and remedies conferred on you in relation to the provision of the goods or the services which cannot be excluded, restricted or modified by agreement.