

**DPA DOCUMENT PRINTING AUSTRALIA PTY LTD ACN 070 420 718  
GENERAL TERMS AND CONDITIONS OF SUPPLY**

PLEASE READ CAREFULLY  
EACH PAGE MUST BE INITIALLED BY THE CUSTOMER

In these terms and conditions the "Supplier" or "we" or "us" means DPA DOCUMENT PRINTING AUSTRALIA PTY LTD (ACN 070 420 718), a company duly incorporated in the State of Victoria and having its offices situated at 332-342 Lorimer Street, Port Melbourne in the State of Victoria, and the "Customer" or "you" means the purchaser whose details are set out in Parts 1 and 2 or 3 of the attached Credit Application Form or a person or entity who has placed an order, or been provided a quotation for, or entered into a contract for the purchase of goods from the Supplier ("Goods") and/or services from the Supplier ("Supplier"). All references to "writing" or "written" include email and facsimile communications and any other form of electronic communication.

**1. ACCEPTANCE OF CUSTOMER'S ORDER**

These terms and conditions apply to:

- (a) every order or contract between the Supplier and the Customer; and
- (b) every quotation provided by the Supplier to the Customer, for the sale of the Goods and/or Services ("Products").

A contract for the supply of Products is created between the Supplier and the Customer when either:

- (a) the Customer's order has been accepted by the Supplier; or
- (b) the Supplier's quotation is accepted by the Customer; or
- (c) the Customer and Supplier enter into any other arrangement giving rise to a binding agreement between the parties in law (collectively referred to as "Order").

Any terms and conditions of the Customer's Order deviating from or inconsistent with these terms and conditions, including any statement declared in any manner by the Customer that the Customer's terms and conditions shall prevail, are expressly excluded, obviated and rejected by the Supplier.

**2. PRICES**

All prices, are in Australian dollars unless stated otherwise, are "ex-warehouse" and do not include insurance or delivery/freight charges, taxes, duties, levies and any other governmental charges. Subject to an agreement to the contrary in writing by the Supplier, the Supplier may issue a tax invoice for the Products at the Supplier's price relevant to the Order at the date of delivery or provision (where no delivery is agreed to with the Customer) of the Products or pursuant to any other written agreement under any credit arrangement between the Supplier and Customer.

Where the Supplier publishes or discloses a price list, this list is an invitation to treat only and the Supplier reserves the right to accept or reject in its absolute unfettered discretion any Orders which may be received by it. The Supplier reserves the right to set a minimum tax invoice value on any Order.

Any price list of the Supplier is subject to alteration at any time without notice.

The Customer acknowledges that the price of the Products may change from time to time without notice and it is the Customer's responsibility to confirm the price at the time the Order is placed, otherwise the Customer is taken to have accepted the price that is applicable at the time as shown on the tax invoice issued by the Supplier.

Where the Customer varies the initial Order in any way whatsoever (including any variation or variations made to the initial Order under the proofing process at Condition 13 or otherwise) resulting in the supply of further Products and/or the incurring of further (internal or external) expenses on the part of the Supplier, the Customer acknowledges and agrees that it shall be charged a fee in addition to the initial quoted or invoiced fee, with such fee to be calculated at the Supplier's standard fees at the relevant time.

Where the Supplier provides a quotation to the Customer, the quotation shall be:

- (a) valid for one (1) calendar month from the date of issue of the quotation;
- (b) subject to the sighting of the artwork and counting of originals; and
- (c) made on the basis of these terms and conditions at the date of issue and in the event of any alterations requested by the Customer the Supplier reserves the right to vary or withdraw the quotation.

**3. PROPERTY & RISK**

The risk in the Goods sold passes to the Customer when all or part of the Goods are loaded for delivery at the Supplier's warehouse whether by carrier employed or engaged by the Supplier or the Customer. Notwithstanding anything contained herein, property in and legal title to

the Products does not pass to the Customer until payment for all debts owing to the Supplier by the Customer has been received by the Supplier. Until such payment has been received by the Supplier, the Supplier shall not be required to deliver or otherwise provide the Products and, in the event that the Products have been delivered, the Customer will store the Products separately and apart from its own goods and those of any other person or company.

**4. INSURANCE**

The Customer will, at its own cost, insure the Goods, in the Supplier's name, against such risks as a prudent owner of the Goods would insure for at their full insurable value.

**5. PAYMENT**

The Customer will pay 'cash on delivery' for all Products delivered. If the Supplier extends trading terms to the Customer, payment for all Products provided will be within seven (7) days from the date of tax invoice or as otherwise agreed by the Supplier in writing.

Interest is payable by the Customer on all amounts overdue to the Supplier from the date the payment is due until payment at the rate of eighteen per centum (18%) per annum. Where payment is not made by the due date, the Customer shall, in addition to any other obligations imposed hereunder, pay to the Supplier on demand all costs of the Supplier (including but not limited to storage costs and legal costs on a full indemnity basis) related to or in any way connected with the Supplier's steps undertaken to recover payment of the Products.

All payments received by the Supplier shall be applied as follows:

- (a) firstly, towards any costs of the Supplier referred to above (or any part thereof);
- (b) secondly, towards any interest payable as set out above (or any part thereof); and
- (c) thirdly, towards any other amounts payable by the Customer to the Supplier including but not limited to the price payable for the Products.

Time of payment for any Products sold to the Customer is an essential term of any Order.

All debts and payments associated with Products from the Customer to the Supplier and all tax invoices from the Supplier to the Customer shall become immediately due and payable upon termination of any credit agreement between the Customer and Supplier.

**6. CANCELLATION AND DEFAULT**

Cancellation of any Order between the Customer and the Supplier requires written approval from the Supplier which shall be given or withheld at the Supplier's absolute discretion.

Cancellation of an Order between the Customer and the Supplier must be made by the Customer and received by the Supplier within a reasonable time prior to the date and time the production of the Order is due. In the event that the Supplier has commenced production in relation to the cancelled Order, a cancellation will not be approved unless the Supplier is paid for all Products prepared, made and/or provided as at the time the cancellation of the Order is approved by the Supplier and wholly reimbursed for all and any expenditure and costs associated with the Order.

The Customer agrees that the Supplier, at the Supplier's sole and unfettered discretion:

- (a) is not obliged to supply any Products in relation to any Order and may cancel the Order at any time; and/ or
- (b) may retain or re-take (as applicable) possession of all Products delivered or provided (as applicable) until all debts owing to the Supplier by the Customer are paid in full; and/ or
- (c) may, without further notice and without prejudice to any of its other rights re-take or retain (as applicable) possession of the Products and may enter upon the Customer's premises, by its servants or agents, for that purpose, without any liability on the part of the Supplier for any loss or damage suffered as a consequence of such entry or re-taking of possession and the Customer grants the Supplier an irrevocable licence to so enter any premises occupied by it to retake possession and acknowledges that possession of the Products ordered may be retained until all debts owing to the Supplier by the Customer are paid in full,

if:

- (d) there is a breach of any term of any Order between the Supplier and the Customer; or

- (e) the Customer has provided any false or misleading information to the Supplier including information set out in any application for credit or to open an account with the Supplier; or
- (f) the Customer commences to be wound up or bankrupted, or an order in bankruptcy or sequestration order is made, or the Customer is placed under official management, or a receiver, or a receiver and manager or voluntary administrator, or a court appointed receiver or receiver and manager is appointed in respect of the Customer, its undertaking or property or any part thereof, or an encumbrance by itself or by an agent, takes or purports to take possession of the Customer's undertaking or property or any part thereof; or
- (g) the Products were ordered pursuant to a credit agreement between the Customer and Supplier and the credit agreement has been or is being terminated prior to payment of the Order.

The Supplier is also not obliged to supply Products in relation to any Order and may cancel the Order at any time if the Supplier is unable to supply Products as a result of the failure of any supplier of the Supplier to deliver goods or provide services which are required in order for the Supplier to supply the Products to the Customer.

The Customer acknowledges that all Products supplied by the Supplier are of a unique nature particular to that Customer, and as such, the Supplier is not likely to be able to re-sell such Products and therefore, it may not be possible for the Supplier to mitigate any loss and damage as a result of the Customer's failure to pay for the Products.

These provisions apply despite any arrangement under which the Supplier provides credit to the Customer and these provisions will prevail to the extent of any inconsistency between these provisions and any other agreement or arrangement entered into by the Customer and the Supplier. In addition, the Supplier may recover the purchase price of the Products sold to the Customer by legal proceedings and may file an application for the appointment of a liquidator to the Customer notwithstanding that property in the Products has not been passed to the Customer.

## 7. SCOPE OF SERVICES

The Services we will provide to you are those requested in the Order. You authorise us to perform such Services (including related Services) which in the Supplier's reasonable opinion are necessary to fully carry out the terms of the Order, even if you have specified all the particular Services in the Order.

## 8. QUANTITIES

You will supply to us sufficient quantities of your products or materials to enable us to produce the Goods and/or fully perform such Services, allowing for a reasonable amount of wastage.

## 9. FAILURE TO PROVIDE EXACT QUANTITIES

We will endeavour to provide the agreed quantity of Products, however, due to the difficulty in producing exact quantities, you will allow a margin of five percent (5%) for surpluses or deficiencies in the quantity of Products we supply.

## 10. ACCEPTANCE AND CLAIMS

Acceptance of the Goods delivered or provided (as applicable) shall be deemed for all purposes to have taken place immediately upon delivery or, if collection is agreed to be undertaken by the Customer, upon the Products being made available for collection by the Customer.

You will be deemed to have accepted the Products free of defects or other non conformity with the Order unless we receive a substantial written claim as to any defects or other non conformity within seven (7) days (or ten (10) days where the delivery point of the Customer is outside the State of Victoria) from the loading or provision as the case may be. No Products will be accepted for return unless agreed in writing by the Supplier prior to such return and then only upon conditions acceptable to the Supplier and at the Customer's entire risk as to loss or damage, and provided the Goods are and remain sealed in the manner in which they were delivered or provided as the case may be.

## 11. MATERIAL SUPPLIED TO THE SUPPLIER BY THE CUSTOMER

- (a) It is your responsibility to maintain a copy of all material supplied to us.
- (b) We will not be responsible for accidental damage to materials supplied by you or for the accuracy of supplied input from you or final output which depends on the input supplied from you.
- (c) Until digital input can be evaluated by us, no claims or promises are made about the Supplier's ability to work with materials submitted in digital format, and we assume no liability for problems that may arise.

- (d) Any additional translating, editing or programming needed to use your digital files will be charged to you at the Supplier's current rates.

## 12. DATA TRANSMISSIONS

Unless otherwise agreed in writing by us, you must pay for all data transmission charges relating to the Products. We will not be responsible for any errors, omissions or extra costs resulting from faults in data transmissions which are beyond the Supplier's reasonable control.

## 13. PREPRESS PROOFS

- (a) For printed Products, we will submit prepress proofs along with an original copy for your review and approval.
- (b) You must return corrections on a 'master set' marked with the relevant sticker provided by the Supplier as either 'OK' or 'OK with corrections' or 'Revised proofs required' and signed by you ("**Signed Proof**") within reasonable a time prior to printing. Until the Signed Proof is received, we are under no obligation to continue progressing the Order, deliver or complete the Order by the date stipulated in the Order or perform additional work.
- (c) Where the Signed Proof is returned to the Supplier marked 'OK with corrections' or 'Revised proofs required', the Customer must provide the Supplier with written directions as to the revising or alterations required together with the Signed Proof. Where a Signed Proof is not returned to the Supplier within seven (7) days of the delivery of the 'master set' then the Customer is deemed to have unconditionally approved the 'master set' for printing without any corrections and the Supplier may at its own discretion elect to complete the order and provide the Goods.
- (d) We will not be responsible for production errors if:
  - (i) proofs are not required by you (eg. you request and/or authorise that the work be printed without either returning a Signed Proof marked 'OK' to us without sighting a proof);
  - (ii) the work is printed per your OK; or
  - (iii) requests for changes are communicated by you orally and are not accurately reflected in writing on the Signed Proof returned to us prior to your request for printing.

## 14. PRESS CHECK

By arrangement, you may be present at the press during make-ready to conduct a press check. You will be charged at the Supplier's current rates for any press time lost because of any delay by you, or for any alterations/corrections made by you.

## 15. 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 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.

## 16. 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 the Supplier's 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 the Goods is yours, and you must collect it within thirty (30) days after the Services are completed or the Goods are supplied. 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 the Supplier's 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 be not responsible for checking, for errors or otherwise, such input or other materials; and
- (c) we will be under no liability in respect of any error or defect in the Products arising from any materials or specifications provided to us by you.

## 18. FORCE MAJEURE

If delivery is prevented or delayed, in part or all, by reason of Act of God, or the consequence thereof including, but not limited to fire, flood, typhoon, earthquakes, or by reason of riots, wars, hostilities, government restrictions, trade embargoes, strikes, lockouts, labour disputes, boycotting of goods, ship shortage, manufacturer's bankruptcy, delays or damage in transportation or other causes beyond the Supplier's control, the Supplier may, at its option, perform the Order or the unfulfilled portion thereof within a reasonable time from the removal of the cause preventing or delaying performance, or rescind unconditionally and without liability this Order or the unfulfilled portion thereof.

## 19. EXCLUSIONS AND LIMITATIONS

- (a) These terms and conditions do not exclude, restrict or modify the application of any statutory provision (including any provision of the *Trade Practices Act 1974* (Cth)) where to do so would:
  - (i) contravene that statute; or
  - (ii) cause any part of these terms and conditions to be void.
- (b) Except as expressly provided to the contrary in these terms and conditions, all terms, conditions, warranties, undertakings, inducements or representation whether express, implied, statutory or otherwise (including but not limited to the United Nations Convention on Contracts for the International Sale of Goods) are excluded to the extent permitted by law.
- (c) To the extent permitted by law, the Supplier's liability to you for breach of any term or condition of this Order and any implied conditions or warranties required by any statute or required for the validity of this Order is limited, at the Supplier's option, to:
  - (i) refunding the price of the Products in respect of which the breach occurred; and/or
  - (ii) providing, replacing or repairing those Products; and/or
  - (iii) providing those Products again; and/or
  - (iv) the payment of the cost of having the Goods repaired.
- (d) To the extent permitted by law:
  - (i) the Supplier is not under any liability to the Customer or to any other person in respect of any loss or damage (including consequential loss or damage, loss of profits, business or reputation) however caused, which may be suffered or incurred or which may arise either directly or indirectly in respect of the supply of Products or the failure or omission on the part of the Supplier to comply with its obligation hereunder; and
  - (ii) in circumstances where paragraph (c) above cannot legally operate, the Supplier's total liability to you (including any breach of any provision of a contract between us) arising directly or indirectly in relation to the provision of any Products, is limited to the agreed price of those Products.

## 20. WARRANTY

Products sold will have the benefit of any warranty, as may be provided from time to time, given by the Supplier provided that the return of the Goods or any part of them is in accordance with the Supplier's warranty; but the Supplier shall not be liable for any loss or damage either direct or consequential arising out of any defects arising from the use of the Goods or provision of the Services.

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 and distribution of all the material will not give rise to any claims against or liabilities to the Supplier or the Supplier's officers, employees or agents.

We warrant that:

- (a) we have the right to sell the Products subject to your warranties above;
- (b) you will enjoy quiet possession of the Goods except so far as it may lawfully be disturbed by the Supplier or by another person who is entitled to the benefit of any charge or encumbrance disclosed or known to you before the Order is made;
- (c) the Products are free upon delivery or provision (as applicable) from any charge or encumbrance not disclosed or known to you before the Order is made;
- (d) Products ordered will correspond to the description of the Products in the Order subject to reasonable variation due to nature of materials used and Condition 15 and subsequent variations requested by you and approved by the Supplier; and
- (e) if you return a Signed Proof to us in accordance with Condition 13(b), the Order is by reference to the later of the last Signed Proof returned to the Supplier ("**Latest Signed Proof**"). The bulk of the Products shall correspond to the Latest Signed Proof and the Latest Signed Proof shall be the description of the Order. To the extent that there is any inconsistency between the Latest Signed Proof and the original Order, the Latest Signed Proof shall prevail.

## 21. CLERICAL ERRORS

Clerical errors, typing errors or other errors in computations, catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note or specification of the Supplier shall be subject to correction by the Supplier.

## 22. MODIFICATION

All modifications and amendments to these provisions or any approvals hereunder shall be in writing by a duly authorised signatory of the Supplier, and if otherwise, shall not be binding upon the Supplier.

## 23. DELIVERY

The Supplier may deliver the Goods by instalments or partial shipment and the Customer will accept each such delivery. Unless otherwise agreed in writing by the parties, delivery by the Supplier within seven (7) days of the due date shall constitute delivery by the due date. Delivery requirements of the Customer are not a condition or of the essence of the Order. The Supplier is under no liability for either direct or consequential loss or damage to the Customer arising from delay or postponement in delivery. Where the Customer does not request in writing for delivery of the Goods then the Supplier may provide the Goods by producing and making the finished Goods available for the Customer's collection at the Supplier's place of business or a storage facility utilised by the Supplier from time to time.

## 24. GOODS AND SERVICES TAX ("GST")

- (a) All amounts expressed or described in any Order between the Customer and Supplier are GST exclusive amounts unless expressly stated otherwise.
- (b) If a supply under any Order is subject to GST, the Customer must pay to the Supplier an additional amount equal to the total amount payable for the Products multiplied by the applicable GST rate upon issue of a tax invoice from the Supplier. If the additional amount differs from the amount of GST payable by the Supplier, the parties must adjust the additional amount. If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

## 25. AUTHORITY TO OBTAIN AND EXCHANGE CREDIT INFORMATION

- (a) In accordance with section 18K(1)(b) of the *Privacy Act 1988* (Cth) 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 any 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 Products on credit to you without prior notice of such action to you.

.....  
Signature

26. **JURISDICTION**

All Orders between the Supplier and the Customer shall be governed by the laws of the State of Victoria and the parties shall submit to the non-exclusive jurisdiction of the courts of the State of Victoria (and any courts which can hear appeals from such courts).

.....  
Name (print)

.....  
Position (print)

27. **EXECUTION**

Any Order and agreement between the Supplier and the Customer may be executed on behalf of the Customer by any agent or employee of the Customer and the Customer shall be bound by these terms and conditions irrespective of whether any such execution was unauthorised or fraudulent.

Date:

28. **INDEMNIFICATION**

- (a) The Customer acknowledges and agrees to defend, fully indemnify and hold harmless the Supplier from and against any and all claims, actions, demands, proceedings, suits, penalties, fines, judgements, costs, losses, damages, omissions, injuries and expenses, including legal fees (on a full indemnity basis) and expenses, which are related to, in connection with or arise out of or incidental to the Order and provision by the Supplier to the Customer of any Goods or Services sold, delivered or provided.
- (b) In the event that the Customer neglects and/or fails and/or refuses to defend, indemnify or hold harmless the Supplier, the Customer acknowledges and agrees:
  - (i) to being joined by the Supplier as a party to any proceeding as contained in Condition 28(a) initiated against the Supplier;
  - (ii) to pay to the Supplier all legal and other costs (on a full indemnity basis) associated or in connection with the joinder of the Customer; and
  - (iii) to waive and forever abandon any rights which the Customer may have against the Supplier to claim or seek payment of any costs orders which may be made against the Supplier in favour of the Customer in connection with any proceedings initiated as a consequence of Condition 28(a) herein.

29. **WAIVER**

The failure to exercise or delay in exercising any right or remedy under these terms and conditions shall not constitute a waiver of the right or remedy or waiver of any other rights or remedies. A waiver by the Supplier of any term or condition or breach thereof in any instance shall not be considered to be a waiver of any such term or condition for the future or of any subsequent breach thereof.

30. **ASSIGNMENT**

The Customer may only assign its rights in relation to any Order subject to the prior written consent of the Supplier which discretion is unfettered.

31. **SEVERABILITY**

Each delivery or provision of Products made by the Supplier will be made under a separate Order and will be invoiced separately. Each invoice will be payable by the Customer in full, in accordance with these terms and conditions, without reference to and despite any default of any these terms or conditions by the Supplier with respect to any Products covered by any other tax invoice or Order.

32. **SEVERANCE**

If any term or condition or provision of these terms and conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these terms and conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

**THE CUSTOMER HEREBY ACCEPTS AND ACKNOWLEDGES THESE TERMS AND CONDITIONS. SIGNED FOR AND ON BEHALF OF THE CUSTOMER BY ITS AUTHORISED REPRESENTATIVE:**