

TERMS AND CONDITIONS OF SALE

1 Adoption of Terms and Conditions

These Terms and Conditions apply to all sales by Colorfast and Seanna Holdings Pty Ltd.

2 Estimates

The Companies will estimate the selling price of all products to be sold or services to be rendered ('the Goods'). Estimates are valid for 30 days from the date of issue as they are based on the current cost of production and are subject to amendment by the Companies before or after acceptance of the estimation to allow for any cost or other variation whatsoever prior to the date of execution of the order. Acceptance of the Companies' estimation is an acceptance of these terms and conditions notwithstanding any inconsistencies with the customer's terms and conditions unless otherwise expressly agreed to by the Companies in writing.

3 GST/Customs Duty

Unless expressly stated by us, prices quoted or agreed do not include goods and services tax or any other applicable government tax or duty payable either before or after invoice from us. The customer will be liable for all goods and services tax and any other applicable government impost on the Goods.

4 Completion Date

On notification that the Goods have been completed and are ready for delivery (the 'Completion Date') and notwithstanding that the client may not have possession of the Goods, risk in the Goods passes immediately to the client and will remain with the client at all times.

5 Delivery

Unless otherwise specified, the price estimated for delivery of the Goods is based on continuous and uninterrupted delivery of complete orders. The customer will be deemed to have accepted the Goods on delivery or, if the customer fails to take possession of the Goods, within 14 days of the Completion Date. All dates specified for delivery of Goods are approximate and the Companies will not be liable for any delay in delivery.

6 Payment and Interest on overdue accounts

Unless granted credit terms by the Companies in writing ('the credit terms'), the customer must pay the cash value of the order on the date of lodgement of the order, otherwise, it is understood that invoices will be due for payment 30-days from invoice date or as specified in the letter of offer (the 'Due Date') except if the customer's credit limit would be exceeded when the excess amount becomes payable prior to commencement of printing. The customer agrees to pay all invoices by the Due Date and acknowledges that failure to do so will immediately cause all other invoices to become due and payable. From the date of default, interest will be payable on the Principal Debt amount, at the rate of two percent (2%) above the '11 am Calculated Cash Rate', as published in the Australian Financial Review on the day of default. All debt recovery expenses incurred by the Companies, including legal costs on a solicitor/client basis, shall become part of the Principal Debt. Should the customer make any payment using a credit card, the Principal Debt will be increased to compensate the Companies for merchant fees payable on the transaction.

7 Retention of title

(a) Risk in the Goods passes to the customer on delivery provided that if the customer fails to accept delivery or requests a delay in delivery, risk will be borne by the customer from time of such failure or request. (b) Property in the Goods remain with the Companies until the customer has paid the Companies all moneys owed on the Goods, and any other moneys that the customer may owe to the Companies at any time on any account. (c) The customer may sell or otherwise dispose of the Goods supplied by the Companies in the ordinary course of the customer's business, should this happen before payment to the Companies, the sale proceeds are the property of the Companies and the customer holds the proceeds on trust for the Companies. The customer in disposing of the Goods before payment to the Companies does so as the Companies fiduciary agent. (d) The Companies may enter the customer's premises or elsewhere and seize any Goods which have not been paid for by the due date without the Companies having to give notice to the customer and the customer waives the right to receive any statutory or PPSA notice. (e) While the Goods remain property of the Companies the customer agrees: (1) to store the Goods separately at the customer's premises so they can be easily identified and only dispose of the Goods in the ordinary course of business. (2) that it has no right or claim, to any interest in the Goods to secure any liquidated or unliquidated debt, to any lien over the Goods, or obligation that the Companies owes to the customer. (3) not to create any absolute or defensible interest in the Goods in relation to any third party except with the Companies written consent. (4) to provide the Companies access to the premises where the Goods are stored to enable the Companies to inspect and/or seize the Goods. (f) The customer by its acceptance of delivery of the Goods adopts and accepts the trading terms set out in the invoice and these terms and conditions. (g) Personal Property Securities Act 2009 (PPSA). The customer acknowledges and agrees this agreement is a security agreement for the purposes of the PPSA and that the Companies will, unless otherwise agreed in writing with the customer, register its security interest in the Goods and their proceeds as a purchase money security interest on the register. (h) Where the PPSA applies to action taken by the Companies in relation to the Goods the customer waives its right to receive any notices required under section 95, 118, 121, 129, 130, 132, 135, of the PPSA. (i) The customer waives its right under sections 137, 142, 143 and 157 of the PPSA to receive notice of a verification statement. (j) The customer agrees to do all things necessary and execute all documents reasonably required to register the PMSI granted by the customer under these terms and conditions and to ensure that the Companies acquires a perfected security interest in the goods under the PPSA. (k) The customer on demand will pay all the Companies expenses and legal costs in relation to the registration and enforcement of the security interest.

8 Suspension or Cancellation of Work

The suspension by the customer of any work, for any reason whatsoever, for a period of fourteen (14) days entitles the Companies to payment in full for the portion of the work completed including all materials specially ordered for that work and other additional costs, including storage. The customer will be liable for any costs that could not reasonably be avoided including lost press time at current machine rates, if an order is cancelled by the customer where other work cannot be placed on the press scheduled to print the cancelled work.

9 Suitability of Goods or Work

(a) Colour matching to proofs is subject to differences in proofing stock to printed stock and in printing reproduction methods. No warranty is given by the Companies that the Goods are suitable in size, shape, colour, capacity, quality or otherwise for the purpose for which Goods are ordered and the Companies is not liable for any damage resulting from the unsuitability of the Goods for any purpose for which they may be used. (b) The strength of Perfect binding varies with the quality and absorption values of the paper used and no guarantee is given by the Companies in relation to the life of this style of binding.

10 Claims

Any claims against the Companies must be made in writing within fourteen (14) days of receipt of the Goods by the customer. To the extent permitted by law, failure to notify the Companies of any potential claim within the specified period will be taken to constitute a waiver of any such claim that could, but for this clause, have been made against the Companies.

11 Exclusions and Limitations

Liability for any breach of a condition or warranty implied in this contract by the Trade Practices Act 1974, other than a condition implied by Section 69, is limited at the Companies' option to either the replacement of the Goods or the cost of supply of those Goods. The Companies is not liable for (a) any indirect or consequential loss. (b) the Goods not complying with the requirements of any legislation relating to the marking and/or labelling and/or packaging of Goods which is the Customers responsibility.

12 Force Majeure

The Companies will not be liable for any failure to perform any contractual obligation where such failure is due to events beyond its reasonable control, including but not limited to strike or other industrial action, trade dispute, fire, tempest, machine breakdown, material shortages or any other occurrence whatsoever preventing or retarding performance of a contractual obligation.

13 Proofs

Unless otherwise stated, estimates for printing provide for one low resolution content proof only, which will be supplied upon request and the customer will be charged extra for any additional proofs. No responsibility will be accepted by the Companies for errors in proofs passed by the customer. If a proof is not requested or is returned to the Companies unsigned it will be deemed to have been approved and printing will proceed at the customer's own risk.

14 Quantity Delivered

Every endeavour will be made to deliver the correct quantity ordered but owing to the difficulty of producing exact quantities, estimates and/or orders are conditional upon a margin of ten per cent being allowed for over or shortages which will be charged for, or deducted from, the amount owing by the customer in relation to the Goods at the relevant run-on rate.

15 Materials

At the discretion of the Companies, all plates, digital image files and other related items remain the absolute property of the Companies and may be destroyed or deleted immediately on completion of work unless otherwise agreed by the Companies in writing. Sketches and dummies submitted by the Companies on a speculative basis remain the property of the Companies. The customer must keep confidential and not use any ideas communicated by the Companies to the customer without the Companies' written consent. The Companies is entitled to full compensation from the customer for any unauthorised use of these items.

16 Customer's Property and Material Supplied

(a) All property and material supplied to the Companies by or on behalf of the customer (including items in transit) will be held at the customer's risk and the Companies accepts no liability whatsoever for loss of or damage to, nor for the insurance of, such property or material. (b) The risk and cost of all spoilage of materials supplied by the customer must be borne by the customer. (c) Where the customer supplies materials, adequate quantities must be supplied to cover spoilage. (d) In the case of property and materials left with the Companies without specific instructions, the Companies is free to dispose of them at the end of three months after receipt. (e) Where materials or equipment are supplied by the customer, the Companies accepts no responsibility for imperfect work caused by defects in or unsuitability of such materials or equipment. (f) The Companies accepts no responsibility for the content and accuracy of materials or input supplied by the customer and will not be responsible for checking or correcting errors contained within the material or input supplied by the customer (g) Unless otherwise indicated in writing, the Companies will assume that all data supplied by the customer and/or other authorised persons are duplicate copies of the original. (h) No liability will be assumed by the Companies for problems that may be encountered as a result of the inability to work with material supplied by the customer in a digital format. Any additional cost incurred to edit or alter these digital files in order for them to be used as intended by the Companies will be charged to the customer at our Companies' current rates.

17 Copyright

The customer warrants that it has copyright in all data and material supplied to the Companies for the purposes of the order and indemnifies the Companies against all liability, losses or expenses incurred by the Companies in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright.

18 Illegal Matter

(a) The Companies is not required to print any matter which in its opinion is or may be of an illegal or libellous nature or which might involve any infringement of any third party rights or which would otherwise involve any criminal or tortious liability of any kind. The customer indemnifies the Companies against all actions, claims, demands, costs and expenses of whatever nature which the Companies may suffer, incur or sustain in connection with, or arising in any way whatsoever from the Goods.

19 Additional Charges

Charges for all work not specifically allowed for in the estimation (including author's corrections) must be borne by the customer.

20 Outside Work

Where the performance of any contract with the customer requires the Companies to obtain Goods from a third party, the Companies will act as agent for the customer in relation to the purchase of those Goods unless otherwise specified. The contract between the Companies and the customer incorporates and is subject to the conditions of supply of such Goods to the Companies by the third party and the customer shall be liable for the cost in full of the Goods.

21 Imprints

Imprints or any legal obligations required to appear on any printed material are the responsibility of the customer. The Companies reserves the right to place its imprint on all printed material unless specifically requested otherwise.

22 Assignment of Debts

The Companies reserves the right to assign any unpaid debts owed to the Companies by the customer to any associated or related entity and if that entity has a valid and enforceable security against the customer, that security may be enforced in part or total settlement of the relevant debt. Conversely, any security entered into in relation to this agreement between the Companies and the customer may be used at the Companies' discretion for the satisfaction of any unpaid debts of the customer assigned to the Companies by any associated or related entity.

23 Packing

Any packing of Goods, other than the Companies' normal commercially acceptable packing required by a customer will be charged separately as an additional charge unless expressly stated in writing on the Companies' accepted estimation.

24 Authority to Obtain Credit Information

The customer authorises the Companies to obtain credit reports from a credit agency in order to ascertain whether credit will be provided or continue to be provided to the customer. The Companies may also contact any of the trade reference contacts provided by the customer to make the necessary enquiries in order to assess the credit worthiness of the customer.

25 Jurisdiction and Validity of Clauses

This agreement is to be governed by the laws applicable in the place where the Goods are to be produced or the Services performed. The invalidity of any clause or part of a clause shall not affect any other clause or any other part of the clause.

26 Termination

(a) The Companies may suspend or cancel any contract between the Companies and the customer with immediate effect if the customer (1) is in breach of any provision of this or any other contract and fails to remedy this breach within 7 days of the Companies giving notice to the customer to do so. (2) is in breach of a material provision of this and any other contract where the breach is not capable of remedy. (3) the customer ceases to pay their debts when they fall due. (4) the customer becomes subject to insolvency administration. (5) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the customers assets. (b) If the Companies exercises their rights pursuant to paragraph 26 (a), the Companies will be immediately entitled to invoice the customer for any work in progress under the contract at the Companies current rates without limiting any other remedy which may be available to the Companies including seeking compensation for any loss or damage suffered by the Companies.