

1. Quotations

- a) Estimates are based on the current cost of production and unless otherwise agreed, are subject to amendment by the manufacturer before or after acceptance of the quotation to meet any rise and fall in such costs between the date of quotation and the date of execution of the order.
- b) When quotations are based on specifications, roughs, layouts, samples or dummies or printed, typewritten or other good copy, any extra work or cost caused by any variation by the customer of his original instructions or by the manuscript copy being poorly prepared or by the customer's requirements being different from those originally submitted or described may be charged to the customer.
- c) Once accepted by the customer, the manufacturer's written quotation shall be deemed to interpret correctly the customer's instructions, whether written or verbal. Where verbal instructions only are received from the customer, the manufacturer shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.

2. GST

The Manufacturer shall be entitled to charge the amount of any GST payable whether or not included in the quotation.

3. Preliminary Work

All work carried out, whether experimentally or otherwise, at a customer's request will be charged to the customer.

4. Proofs

Proofs of all work may be submitted for customer's approval and the manufacturer shall incur no liability for any errors not correct by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged as an extra. When style, type or layout is left to the manufacturer(s) judgement changes there from made by the customers shall be charged as an extra.

5. Alteration of Style

Where the customer does not make a typographical style for a job, the manufacturer may make a style for him and charge as corrections all variations from the style.

6. Tabulated Work and Foreign Language

Any tabulated work and/or foreign language included in the job but not contained in the manuscript originally submitted for the purpose of estimating is chargeable as an extra.

7. Authors' Corrections

All extra work caused by authors' corrections including resetting and/or the over-running of composition shall be charged as an extra.

8. Overset

Overset matter shall be charge; overset being type matter that has been set on customer's instructions and not used in the publication for which it was intended. It may be held for subsequent issues or discarded at the customer's request.

9. Tooling and Other Material

Unless otherwise agreed, the customer shall bear the cost of type, plate and/or bromides, film, ornaments or artwork, specially bought at his request for his work.

10. Outside Work

Where the performance of any contract with the customer requires the manufacturer to obtain goods or services from a third party, the contract between the manufacturer and the customer shall incorporate and shall be subject to the conditions of supply of such goods and services to the manufacturer, and the customer shall be liable for the cost in full of such goods or services.

11. Delivery

(A) Upon notification to the customer that the work has been completed, delivery of the goods shall be deemed to have been made, ownership of the goods shall pass to the customer, and the goods thereafter shall be at the customer's risk.

(B) The customer shall be deemed to have accepted the goods if, within fourteen (14) days (or such other period as the manufacturer may stipulate from time to time) of delivery in accordance with paragraph **(A)**, the customer fails to take possession of the goods or notify the manufacturer in writing that the goods have been rejected.

(C) Should expedited delivery be agreed, reasonable efforts should be made by the manufacturer to secure freedom from defects but the manufacturer shall not accept responsibility for defects caused as a result of the requirements for such early delivery. An extra charge may be made to cover any overtime or other additional cost incurred as a result of the requirement for such early delivery.

(D) Every endeavour will be made to deliver the correct quantity ordered but estimates and/or orders are conditional upon a margin of 10 per cent, irrespective of number of colours, being allowed for over or shortages. Such overs shall be charged for and shortages deducted.

(E) Unless otherwise specified, the price quoted includes the cost of delivery of the goods to the customer's premises if situated within a radius of 16 kilometres of the manufacturer's establishment. All quotations are based on continuous and uninterrupted delivery of complete orders unless original specifications state otherwise.

(F) Claims against the manufacturers should be made in writing within fourteen (14) days (or such period as the manufacturer may stipulated from time to time) or receipt of the goods by the customer. Claims by the customer as to non-delivery should be made in writing within 28 days (or such other period as the manufacturer may stipulate from time to time) after despatch of the goods.

12. Payment

(A) Payment shall become due upon delivery or earlier notification to the customer that the work has been completed, unless otherwise stated by the manufacturer in writing, no discount shall be allowed and payment shall be by net monthly account. Unless otherwise stated in writing by the manufacturer, interest at the current banks overdraft rate will be charged on over-due accounts.

(B) In the case of the first transaction between the parties the value of the order shall be paid on acceptance of the quotation or the lodging of the order (whichever shall be the later) unless otherwise stated in writing to the manufacturer.

(C) After work has been in hand for one month the manufacturer shall be entitled to a progress payment amounting to 75% (or such other amount as the manufacturer may stipulate from time to time) of the work done.

(D) The suspension by the customer of any work, for any reason for a period exceeding thirty (30) days shall entitle the manufacturer to payment for work already carried out materials specially ordered for that work and other additional cost including storage.

13. Periodical Publications

A contract for the preparation, production or processing of matter (including all processors ancillary thereto) for a periodical publication may not be terminated by either party unless four (4) weeks written notice is given in the case of periodicals produced weekly or more frequently, eight (8) weeks notice in writing in the case of periodicals produced less often than weekly but not less often than fortnightly and thirteen (13) weeks notice in writing in the case of periodicals produced less often than fortnightly. Nevertheless, the manufacturer may terminate any such contract forthwith should any sum due there under remain unpaid.

14. Suitability of Goods or Work

(A) Subject to such statutory warranties as cannot validly be excluded, no warranty shall be given that the goods sold are or work done is suitable in size, shape, capacity, quality or otherwise for the purpose for which the same may be used.

(B) Liability for breach of a condition or warranty implied into this contract by the Trade Practices Act, 1974 other than a condition implied by Section 69 is limited to any one of the following as determined by the manufacturer:

- i. The replacement of goods or the supply of equivalent goods; or
- ii. The repair of the goods; or
- iii. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
- iv. The payment of the cost of having the goods repaired.

(C) Pursuant to Section 68A of the Trade Practices Act, 1974 this Clause 14 applies in respect of any of the goods supplied under this contract which are not of a kind ordinarily acquired for personal, domestic or household use or consumption provided that this Clause will not apply if the customer established that reliance on it would not be fair and reasonable.

15. Liability

(A) The manufacturer shall not be liable for indirect or consequential loss for any loss to the customer arising from third party claims occasioned by errors in carrying out the work or delay in delivery.

(B) No warranty, other than statutory warranties, is given by the seller or responsibility accepted by him to ensure that the goods produced comply with the requirements of any legislation relating

to the marking and /or labelling and/or packaging of goods. Compliance with the requirements of such legislation shall be the sole responsibility of the buyer.

16. Force Majeure

Contracts and deliveries may be suspended by the manufacturer in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, riot, theft, crime, civic disturbance, war, legislation, force majeure, the inability of the manufacturer to procure necessary materials or articles due to any of the foregoing causes, or any other occurrence preventing or retarding performance of the contract or delivery of work and no responsibility shall be attached to the manufacturer for any delay, default, loss or damage due to any of the above causes or to any other cause beyond the control of the manufacturer.

17. Acceptance

Acceptance of the manufacturer's quotation shall be an acceptance of these terms and conditions, notwithstanding any inconsistencies which may be introduced by terms and conditions contained in the customer's order unless otherwise expressly agreed by the manufacturer in writing.

18. General Lien

The Manufacturer shall, in respect of all unpaid debts due from the customer, have a general lien on all goods and property in his hands and shall be entitled on the expiration of 14 days (or such other period as the manufacturer may stipulate) notice to the customer to dispose of such goods or property as he thinks fit and to apply the proceeds towards such debts.

19. Waiver

Notwithstanding that the manufacturer might agree in respect of any particular transaction either expressly or by implication to waive any or more of these terms and conditions, such agreement shall in no way release the customer from any other obligation or requirement set out herein.

20. Standing Material

At the discretion of the manufacturer all plates, type, cutting formes and other surfaces and/or film, bromides etc may be cleaned off and/or broken up and/or destroyed immediately on completion of work unless otherwise agreed by the manufacturer in writing. All matter kept standing by the manufacturer at the request of the customer shall remain the absolute property of the manufacturer. If at the request of the customer the manufacturer agrees to keep matter standing an additional charge may be made for storage, maintenance and any other necessary attention.

21. Customers property and Material Supplied by Customer

(A)Customer's property and all property and material supplied to the manufacturer by or on behalf of the customer (including goods in transit) will be held at the customer's risk and the manufacturer accepts no liability whatsoever for loss or damage to such property or materials unless otherwise agreed by the manufacturer in writing.

(B)Unless otherwise agreed in writing by the manufacturer, the manufacturer accepts no responsibility for the insurance of such property or material. In the event of the manufacturer's agreeing in writing to insure such property or material, the cost of insurance premiums shall be charged to the customer.

(C) Unless the customer established that a reasonable degree of care has not been exercised by the manufacturer the risk and cost of all spoilage or materials supplied by the customer shall be borne by the customers.

(D) Where the customer supplies material adequate quantities shall be supplied to cover spoilage. Sheets and other materials shall not be counted or checked when received unless requested by the customer in writing. An additional charge may be made by the manufacturer in respect of any such counting or checking request by the customer.

(E) In the case of property and materials left with the manufacturer without specific instructions, the manufacturer shall be free to dispose of them at the end of twelve months after his receiving them and to accept and retain the proceeds, if any to cover his own costs in holding and handling them.

(F) Where materials or equipment are supplied by the customer the manufacturer accepts no responsibility for imperfect work caused by defects in or unsuitability of such materials or equipment.

(G) An extra charge may be made by the manufacturer for handling or storing property or material supplied by or on behalf of the customer.

(H) Anchored blocks or soldered or patched plates are accepted at the risk of the customer and no responsibility is accepted by the manufacturer for damage to such blocks or plates. Any necessary repairs to or loss of time caused by them shall be paid for by the customer. The manufacturer accepts no responsibility whatsoever for the quality of work produced by him when using such blocks or plates which have been supplied by the customer.

(I) Any change or correction to any film, bromides, artwork and/or any printing surface supplied by the customer, necessary to ensure properly finished work, shall be paid for by the customer.

22. Ownership of Drawings, Blocks, Engravings, Electrotypes, Tooling etc

(A) Drawings, sketches, paintings, photographs, design or typesetting furnished by the manufacturer, dummies, models or the like devices made or procured and manipulated by the manufacturer and negative, positives, blocks, engraving, stencils, dies, plates or cylinders made from the manufacturer's original design or from a design furnished by the customer, remain the exclusive property of the manufacturer unless otherwise agreed upon in writing. Further if, in the absence of any specific agreement, the manufacturer makes electros or stereos or other forms of duplications in order to cut down press work or for his own convenience then such electros, stereos or other forms of duplication shall remain his property.

(B) Sketches and dummies submitted by the manufacturer on a speculative basis shall remain the property of the manufacturer. They shall not be used for any purpose other than that nominated by the manufacturer and no ideas obtained therefrom may be used without consent of the manufacturer. The manufacturer shall be entitled to compensation from the customer for any unauthorised use of such sketches and dummies.

23. These terms and conditions are to be read subject to mandatory provisions of legislation of the Commonwealth of Australia or of one or more of the States or Territories insofar as such provisions are applicable. The invalidity of any clause or part of a clause shall not affect any other clause or other part of the clause.