



PMP Digital ABN 76 004 386 672 (who in these standard terms will be referred to as 'we' or 'us') is pleased to confirm the terms and conditions which will apply to our provision of goods and services to each purchaser or intending purchaser of such goods and services (who in these standard terms will be referred to as 'you').

1. Application of Terms and Conditions

Unless otherwise agreed in writing by us, these terms and conditions will apply to the production by us of all film, printed product or electronic files (whether or not as stored data) ('Goods') and services ('Services') and will therefore be incorporated into each contract between us regarding the provision of Goods and/or Services.

Any terms and conditions contained in your purchase order or otherwise notified to us will apply only if and to the extent that they are accepted in writing by us.

2. Orders

Each order by you is subject to acceptance or rejection by us and is not binding on us prior to our written acceptance or performance of it (whichever occurs first), even if we have already accepted material relating to the Goods and/or Services ordered.

3. Prices

We reserve the right:

- to increase our price at any time before invoice to take account of increases in the cost of providing the Goods and/or Services (including, but not limited to increases in the cost of materials, labour, printing or delivery) which are due to any factor beyond our reasonable control, or your failure to give us adequate information, materials or instructions; and
- without liability on our part, to correct any errors or omissions in any offer, quotation, order confirmation, invoice or other documentation issued by us.

4. Taxes

Unless expressly stated by us, prices quoted or agreed do not include sales, goods and services, value added or any other applicable government tax or duty, which will be additionally paid by you. We will add the amount of any tax or duty to our price, and disclose the amount to you as a separate item in our invoices.

5. Title and Risk

- Unless specified in our quotation or otherwise agreed in writing by us, property and risk in Goods passes to you:
 - in the case of Goods which are not printed Goods, on notification by us that the Goods are ready for collection, or when production of them is completed, whichever is earlier; and
 - in the case of printed Goods, at the point of completion of good bound printed product or good base printed product (as applicable).
- Risk in relation to Services passes to you when they are provided to you.

6. Scope of Services

The Services we will provide to you are those requested in your order. You authorise us to perform such Services (including related Services) which in our reasonable opinion are necessary to fully carry out the terms of your order, even if you have not specified all the particular Services in your order.

7. Materials Supplied by You

- You will supply to us in an appropriate format, sufficient quantities of your materials or content to enable us to produce the Goods and/or fully perform Services (as applicable).
- It is your responsibility to maintain a copy of all material you supply to us.
- We will not be responsible for accidental damage to materials supplied by you or for the accuracy of supplied input or final output which depends on the input supplied by you.
- Materials supplied by you to us are held by us at your risk and, to the extent permitted by law, we will not be liable for any loss or damage to your materials.

8. Delivery / Performance

- Unless otherwise specified by you in your order, you are responsible for collecting from our premises the Goods and/or returnable materials supplied by you to us, and you must remove the Goods and/or materials from our premises no later than 14 days after we notify you that the Goods and/or materials are ready for collection.
- Except as set out in these terms and conditions, we will provide the Services within the time agreed by us in writing, or if no time has been agreed in writing, within a reasonable time of our acceptance of your order. Although we will use reasonable efforts to meet the timeframe above, we will not be liable for any delay in provision of the Services except and to the extent the delay is caused by our negligence. (see also clause 12(d) which limits our liability)

- Any dates quoted for delivery of the Goods are approximate only and although we will use reasonable efforts to meet them, we will not be liable for any delay in delivery of the Goods however caused except and to the extent the delay is caused by our negligence. (see also clause 12(d) which limits our liability)

- If you fail to take delivery of the Goods within the time specified then, without affecting any other right or remedy available to us, we may store the Goods until actual delivery and charge you for our reasonable costs (including insurance) of storage.

9. Failure to Provide Exact Quantities

Where the Goods are printed goods, we will endeavour to provide the agreed quantity of Goods, however, due to the difficulty in producing exact quantities, you will allow a margin of 5 per cent for surpluses or deficiencies in the quantity of such Goods we supply.

10. Claims

You will be deemed to have accepted the Goods and/or the provision of the Services (as the case may be) free of defects or other non conformity with your order unless we receive a substantiated written claim as to any defects or other non conformity within 14 days from delivery or provision as the case may be.

11. Payment

- Subject to any special terms agreed in writing between you and us:
 - we may invoice you for Goods at any time after we notify you that the Goods are ready for collection or we otherwise deliver or attempt to deliver the Goods; and
 - we may invoice you for Services at any time after provision of the Services.
- You must pay each invoice within 30 days from the date of invoice. The time for payment is a material term of any contract between us.
- If you dispute an invoice you must nonetheless pay the entire amount. We will refund any agreed amount following resolution of the dispute. If you fail to pay any invoice by the due date then, without affecting any other right or remedy available to us, we may:
 - suspend any further deliveries to you of the Goods in question or any other Goods and suspend or refuse to perform any Services to you whether under an existing or new order;
 - charge you interest on the amount unpaid at the rate set from time to time under the Penalty Interest Rates Act 1983 (Vic) (such interest to be computed daily and compounded monthly) until payment in full is made;
 - exercise a general lien on all of your property in our possession to cover the amount unpaid for the Goods and/or Services; and
 - recover from you, in addition to the outstanding amount, all reasonable costs incurred by us in collection of the outstanding amount.

12. Exclusions and Limitations

- These terms and conditions do not exclude, restrict or modify the application of any statutory provision (including a provision of the Trade Practices Act 1974) where to do so would:
 - contravene that statute; or
 - cause any part of these terms and conditions to be void.
- We exclude all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void ('Non-excludable Condition').
- To the extent permitted by law, our liability to you for breach of any Non-excludable Condition (other than an implied warranty of title) is limited, at our option, to refunding the price of the Goods and/or Services in respect of which the breach occurred or to providing, replacing or repairing those Goods and/or providing those Services again.
- Except for liability for breach of any Non-excludable Condition and to the extent permitted by law:
 - we exclude liability for loss of profits or consequential or indirect loss or damage;
 - our total liability to you (including for any breach of any provision of a contract between us) arising directly or indirectly in relation to the provision of any Goods and/or Services, is limited to the amount paid by you to us for those Goods and/or Services; and
 - in circumstances where paragraph (ii) above cannot legally operate, our total liability to you (including for any breach of any provision of a contract between us) arising directly or indirectly in relation to the provision of any Goods and/or Services, is limited to the agreed price of those Goods and/or Services.

13. Digital Image Files

- (a) Where the Services are or include image capture or modification, you grant us a non-exclusive, perpetual, royalty-free licence to hold, adapt, license, use, sell or otherwise deal with the image without reference to you.
- (b) Until digital input supplied by you can be evaluated by us, no claims or promises are made about our ability to work with materials submitted in digital format, and we assume no liability for problems that may arise.
- (c) Any additional translating, editing or programming needed to utilise your digital files will be charged to you at our current rates.

14. Transmission and Access Fees

- (a) Unless otherwise agreed in writing by us, you must pay for all transmission charges relating to the Goods and/or Services. We will not be responsible for any errors, omissions or extra costs resulting from faults in transmissions which are beyond our reasonable control.
- (b) You are responsible for all fees payable to access material required to perform the Services, including any digital image library access fees.

15. Prepress Proofs

- (a) If the Goods are printed Goods, on request we will submit prepress proofs for your review and approval.
- (b) You must return corrections on a master set of proofs marked either 'OK' or 'OK with corrections' or 'Revised proof required' and signed by you. Until the master set is received, we are under no obligation to perform additional work. We will not be responsible for production errors if:
 - (i) proofs are not required by you;
 - (ii) the work is printed per your OK; or
 - (iii) requests for changes are communicated orally.

As we do not provide prepress proofs except on request, we reserve the right to charge you an additional amount to cover this extra service.

16. Press Check

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

17. 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 press room 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.

18. Materials and Artwork

- (a) Property in all working items including digital image files, plates, film and production material produced by us as part of the Services remains at all times our property and we are under no obligation to retain such materials.
- (b) Property in finished items such as complete digital image files, plates, film and tangible artwork produced by us for you in the performance of the Services is yours, and you must collect it within 3 months after the Services are completed. If you fail to do so, we may dispose of them free from any action or claim.
- (c) Unless agreed otherwise in writing by us, intellectual property rights created in the course of producing the Goods or performing the Services (such as copyright in artwork produced by us for you) remain at all times our property.

19. 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 not be responsible for checking, for errors or otherwise, such input or other materials;
- (c) we will be under no liability in respect of any error or defect in the Goods and/or Services arising from any materials or specifications provided to us by you.

20. Warranties

You warrant that:

- (a) any material to be printed or produced by us will not:
 - (i) contain anything illegal, defamatory, obscene or offensive; or
 - (ii) infringe the copyright, trade mark or other protected right of any person; and
- (b) the printing or production of the material will not give rise to any claims against or liabilities to us or our officers, employees or agents.

21. Indemnity

You indemnify us against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against us) that we may sustain or incur as a direct or indirect result of the provision of the Goods or Services or a breach by you of any of your obligations under this contract.

22. Termination

- (a) We may, without affecting any other rights we may have, terminate or suspend any contract between us with immediate effect by giving notice to you if:
 - (i) you breach any provision of this or any other contract and fail to remedy the breach within 7 days after our notice requiring you to do so;
 - (ii) you breach a material provision of this or any other contract where that breach is not capable of remedy;
 - (iii) you cease to be able to pay your debts as they become due;
 - (iv) you become subject to any form of insolvency administration;
 - (v) any step is taken by a mortgagee to take possession or dispose of the whole or any part of your assets.
- (b) If we exercise our rights pursuant to (a) above to terminate or suspend a contract, we will immediately be entitled to invoice you for work in progress under that contract at our current rates. This clause does not limit or affect any other remedy which may be available to us including seeking compensation for any loss or damage suffered by us.

23. Force Majeure

We will not be liable for any failure to perform or delay in performance of any obligation where such failure or delay is due to anything beyond our reasonable control, including but not limited to adverse weather or terrain, strikes, lockouts and other industrial action, raw material shortages, accidents, power failure, breakdowns of plant or machinery or import or export regulations or embargoes.

24. General

- (a) We are a member of the group of companies whose parent company is PMP Limited ACN 050 148 644 ('PMP Group'), and accordingly we may perform any of our obligations or exercise any of our rights alone or through any other member of the PMP Group.
- (b) We may sub-contract the supply or delivery of the Goods and/or Services to any member of the PMP Group or other person reasonably qualified to perform the subcontracted obligation(s).
- (c) Any failure by us to insist on strict compliance with any contract between us or any delay by us in exercising our rights under any contract between us will not constitute a variation or waiver of any provision of that contract or of any right available to us.
- (d) If part or all of any provision of these terms and conditions or its application to any person or circumstance is illegal or unenforceable, the provision will be read down to such extent as may be necessary to ensure it is not illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it will be severed from these terms and conditions and the remaining provisions of these terms and conditions continue in force.
- (e) Where you comprise two or more persons, an agreement or obligation to be performed or observed by you binds those persons jointly and each of them severally.

25. Authority to Obtain and Exchange Credit Information

- (a) In accordance with section 18K(1)(b) of the Privacy Act 1988 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 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 Goods and/or Services on credit to you without prior notice of such action to you.

26. Governing Law

Any contract between us and you will be governed by the law applicable in the place where the Goods are to be produced or the Services performed.