

## TERMS AND CONDITIONS OF TRADING

### 1. QUOTATIONS

- (a) Estimates are based on the current costs of production and, unless otherwise agreed, are subject to amendment by the printer 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, samples or dummies or printed, typewritten or other good copy, any extra work or cost caused by any variation prepared by the customer of their original instructions or material being poorly submitted or described, shall be charged to the customer.
- (c) Once accepted by the customer, the printers written quotation shall be deemed to interpret correctly the customers instructions, whether written or verbal. Where verbal instructions only are received from the customer, the printer shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.

### 2. TAX

In addition to paying the price for the goods, the customer must pay an amount equal to the Goods and Services Tax (GST) associated with the supply of the goods.

### 3. PRELIMINARY WORK

All work carried out, whether experimentally or otherwise, at a customer's request will be charged to the customer unless otherwise agreed by the printer in writing.

### 4. PROOFS

Proofs of all work may be submitted for customer's approval and the printer shall incur no liability for any errors not corrected in proofs submitted. Customers alterations and additional proofs necessitated thereby shall be charged as an extra. When style, type or layout is left to the printer's judgment, changes therefrom made by the customer shall be charged as an extra.

### 5. AUTHOR'S CORRECTIONS

All extra costs caused by author's corrections including resetting and/or the over-running of composition shall be charged as an extra, unless otherwise agreed.

### 6. OUTSIDE WORK

Where the performance of any contract with the customer requires the printer to obtain goods or services from a third party, the contract between the printer and the customer shall incorporate and shall be subject

to the conditions of supply of such goods and services to the printer, and the customer shall be liable for the cost in full of such goods and services.

#### 7. RETENTION OF TITLE

- (a) Property and ownership in the goods will not pass to the customer but will remain with the printer until payment of the purchase price of the goods in full and all other amounts owing to the printer by the customer have been received by the printer.
- (b) All risk in the goods shall pass to the customer on the date of the notice of the customer that the work has been completed and the customer shall insure (and keep insured) the goods.

#### 8. PAYMENT

- (a) Payment is due and payable within the approved terms provided by The Australian Book Connection Pty Ltd, or in the absence of terms approved by The Australian Book Connection Pty Ltd, payment is required on or before the last business day of the month following the month the invoice is rendered.
- (b) The suspension by the customer of any work, for any reason, for a period exceeding thirty (30) days shall entitle the printer to request payment for work already carried out, materials specially ordered for that work and other additional costs including storage which is payable by the customer on request from the printer.

#### 9. DELIVERY

- (a) Every endeavour will be made to deliver the correct quantity ordered but estimates and/or orders are conditional upon a margin of 5 per cent, being allowed for overs or shortages. Such overs shall be charged for, and shortages deducted at the unit price rate.
- (b) Claims against the printer should be made in writing within fourteen (14) days of the date of the notice from the printer that the work has been completed.

#### 10. LIABILITY

- (a) The printer shall not be liable for indirect or consequential loss or for any loss to the customer arising from third party claims occasioned by errors in carrying out the work or delay in delivery.
- (b) The customer warrants that it has all necessary rights and consents to reproduce copyright materials provided to the printer pursuant to this agreement. The customer indemnifies the printer and will at all times keep the printer indemnified against all loss, damage, claims, penalties, liabilities, and expenses incurred or suffered by the printer arising out of any third-party claims against the printer in relation to the infringement of any copyright or similar right at common law or under statute.
- (c) The customer acknowledges and accepts that the printer has the right to decline to print any matter which it considers is, or may be, illegal, immoral, libellous, misleading, deceptive, indecent or scandalous or which may otherwise give rise to legal proceedings.

#### 11. FORCE MAJEURE

Contracts and deliveries may be suspended by the printer in the event of any strike, lockout, trade dispute, fire, flood, tempest, breakdown, riot, theft, crime, civic disturbance, war, terrorist activity, legislation, force majeure, the inability of the printer 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 or work and no responsibility shall be attached to the printer for any delay, default, loss or damage due to any of the above causes or to any other cause beyond the control of the printer.

## 12. ACCEPTANCE

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

## 12. STANDING MATERIAL

At the discretion of the printer, all plates, files, cutting forms and other surfaces etc, may be destroyed immediately on completion of work unless otherwise agreed by the printer in writing. All matter kept standing by the printer at the request of the customer shall remain the property of the printer. If at the request of the customer the printer agrees to keep matter standing, an additional charge may be made for storage, maintenance and any other necessary attention.

## 13. CUSTOMER'S PROPERTY AND MATERIAL SUPPLIED BY CUSTOMER

- (a) Customer's property and all property and material supplied to the printer by or on behalf of the customer (including goods in transit) will be held at the customer's risk and the printer accepts no liability whatsoever for loss of, or damage to, such property or material unless otherwise agreed to by the printer in writing.
- (b) Unless otherwise agreed in writing by the printer, the printer accepts no responsibility for insurance of such property or material.
- (c) Unless the customer establishes that reasonable degree of care has not been exercised by the printer the risk and cost of all spoilage of materials supplied by the customer shall be borne by the customer.
- (d) In the case of property and material left with the printer without specific instructions, the printer shall be free to dispose of them at the end of twelve months after receiving them and to accept and retain the proceeds, if any, to cover their own costs in holding and handling them.
- (e) Where materials or equipment are supplied by the customer the printer accepts no responsibility for imperfect work caused by defects in or unsuitability of such materials or equipment.
- (f) An extra charge may be made by the printer for handling or storing property or material supplied by or on behalf of the customer.

## 14. OWNERSHIP OF DRAWINGS, BLOCKS, ENGRAVINGS, ELECTROTYPES, ETC.

- (a) Dummies, models or the like devices made or produced and manipulated by the printer and blocks, engraving, stencils, dies, plates or cylinders made from the printer's original design, or from a design furnished by the customer, remain the exclusive property of the printer unless otherwise agreed upon in writing.
- (b) Sketches and dummies submitted by the printer on a speculative basis shall remain the property of the printer. They shall not be used for any other purpose other than that nominated by the printer and no ideas obtained therefrom may be used without the consent of the printer. The printer shall be entitled to compensation from the customer for any unauthorised use of such sketches and dummies.

## 15. CHANGES TO THESE TERMS

The printer reserves the right to change these terms and conditions and any other information it has issued to the customer from time to time. If the printer introduces a new fee or charge, or adjusts its invoicing procedure, the customer will be given at least 30 days' notice. Notice of any other change will be given by such method as the printer shall decide no later than the date on which the charge takes place.

## 16. GENERAL

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 in so far as such provisions are applicable. The invalidity of any clause or part of a clause shall not affect any other part of the clause.