

APN PRINT

CONDITIONS OF SALE

APN Printing Services Pty Ltd ABN 50 108 983 508 (trading as APN Print, hereafter referred to as "the Company"), accepts all orders for goods and/or services from customers on the following terms and conditions.

1. **QUOTATIONS:** All quotations are prepared on the basis of information provided by the customer, and the Company is entitled to proceed on the basis that this information is accurate and that when material is provided with an order, it will be in the specified form. Any deviation may require a revised quotation.

The Company is liable only for written quotations and not for any verbal quotations or representations, such written quotations to remain open for acceptance for a period of one month from their date unless cancelled by the Company prior to acceptance. The Company reserves the right to at any time adjust the prices payable by the customer you to cover any increase in the costs of paper or ink purchased by the Company from those applying at the time of quotation.
2. **ACCEPTANCE:** Placement of an order shall constitute acceptance of these Conditions of Sale by the customer.
3. **GST:** The Company shall provide a Tax Invoice for any goods and services supplied to the customer, and the customer shall pay GST at the rate applying at the time of supply pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). Unless otherwise stated by the Company, fees are quoted exclusive of GST and the customer will pay GST in addition to such fees.
4. **AMENDMENTS:** On placement of an order, any deviation from specifications as set out in the quotation may result in additional costs to the Company. The Company may charge the customer for any such costs.
5. **ACKNOWLEDGEMENTS:** The customer acknowledges and agrees that:
 - (a) any dates quoted for delivery of goods and/or services are approximate only and the Company will not be liable for any delay in such supply or delivery;
 - (b) the customer is solely responsible for the content and accuracy of material supplied to the Company; and
 - (c) the Company is not responsible for checking, for errors or otherwise, materials supplied by the customer, and will not be liable in respect of any errors or defects in the goods and/or services arising from such materials.
6. **CUSTOMER SUPPLIED MATERIAL:** Where the customer fails to meet an agreed Production Schedule with the supply of products, materials and information (including files) to the Company, additional costs may be incurred and these may be charged to the customer. Products, materials and information (including files) supplied by the customer must comply with all of the Company's applicable specifications.
7. **INTELLECTUAL PROPERTY:** Intellectual property rights, such as copyright, in sketches, dummies, designs and artwork developed by the Company for the customer and/or for promotional/speculative purposes, unless otherwise agreed in writing by the Company, shall remain the Company's property and no other use shall be made of this material or any idea obtained therefrom without the Company's prior written consent.
8. **THE CUSTOMER'S INSTRUCTIONS:** The customer must confirm all instructions in writing in a form specified by the Company. The Company will not be liable for errors or omissions relating to misinterpretation of the customer's verbal instructions.
9. **COLOUR PROOFS:** The customer acknowledges and agrees that:
 - (a) variation in colour between colour proofs and completed goods is likely to occur due to the differences in conditions (eg. equipment, paper, inks) between colour proofing and production;
 - (b) minor loss of register may occur in production; and
 - (c) the customer will allow and accept any such reasonable variations.
10. **CUSTOMER APPROVAL:** The Company shall not be liable for errors in the finished work where:
 - (a) a proof has been submitted in advance of production and approved by the customer;
 - (b) the errors were present in a version of the work approved by the customer; or
 - (c) requests for changes are communicated by the customer orally.
11. **PAPER SUPPLIED:** All paper supplied by the customer for the production of the customer's work shall be subject to a charge for handling and storage as determined by the Company.

Where the customer supplies paper to the Company, adequate supplies shall be furnished to cover spoilage as agreed with the Company.

Paper supplied by the customer must be of a standard acceptable to the Company. The Company will not be responsible for quality on sub-standard paper and additional costs occasioned by paper problems will be charged to the customer. The Company may in its absolute discretion refuse paper supplied by the customer.
12. **ELECTRONIC FILES:** The Company is not responsible for damage to electronic media supplied by the customer, or for the accuracy of supplied input or final output. The Company makes no representation of their ability to interface, read or use disk input and assume no liability for any failure to do so. Any additional translating, editing or programming necessary to use the customer-supplied electronic files will be subject to an additional charge.

Printing and delivery schedules are determined on the basis of files being output without alterations or corrections and may need to be amended if such alterations are necessary. Any alterations or corrections made by the Company, and/or any expenses and losses incurred by the Company as a result of amending printing and delivery schedules, may be charged as an additional cost to the customer.
13. **THE CUSTOMER'S PROPERTY AND PROPERTY SUPPLIED:** The customer's property and all property supplied to the Company by or on behalf of the customer shall be held at the customer's risk. The Company will take reasonable care of the customer's property as dictated by the production environment.
14. **HOLDING PRESS:** Presses held awaiting the customer's instructions shall be at an additional charge to the customer for the time standing and any other costs incurred.
15. **SUSPENSION OR CANCELLATION OF ORDER:** Should any work in production be suspended or cancelled on the customer's instructions, the customer shall pay or reimburse the Company for all expenses and losses incurred or arising from the suspension or cancellation.
16. **DISPOSAL OF MATERIAL SUPPLIED:** Unless otherwise agreed in writing, all products, files and other material supplied by the customer may be returned to the customer or disposed of 12 months from invoice date. Any proceeds arising from their disposal may be used by the Company to offset the cost of storage and disposal and all or any other monies owing to the Company by the customer.
17. **FREIGHT:** Unless otherwise specified, quotations are based on delivery to the customer ex works.

Insurance of the goods against loss or damage during freighting is the customer's responsibility unless otherwise specified in the quotation.
18. **VARIATION IN QUANTITY:** Every effort shall be made by the Company to deliver the ordered quantity. All orders, however, are conditional upon a margin of up to 5% under-supply, in which case a pro rata credit would be given to the customer.
19. **TERMINATION OF CONTRACTS FOR PUBLICATIONS:** A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as

follows:

| <i>Nature of Publication</i> | <i>Length of Notice</i> |
|------------------------------|-------------------------|
| Weekly | 3 Months |
| Fortnightly..... | 3 Months |
| Monthly..... | 6 Months |
| Quarterly | 6 Months |

- 20. CLAIMS:** Any complaint must be confirmed in writing within 10 days of receipt of goods. After that date the customer is deemed to have accepted the goods as complying in full with the order.
- 21. OUTSIDE INFLUENCES:** The Company shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, acts of God, equipment failure, unavailability or non-supply of ink, paper or other consumables or other causes beyond the Company's control.
- 22. OWNERSHIP OF GOODS:** All orders completed or partially completed by the Company ("the goods") shall remain the property of the Company as legal and equitable owner until payment in full of all monies due to the Company for the goods or in respect of any other debt owed by the customer to the Company.
- 23. LIABILITY:** The customer acknowledges that the goods supplied pursuant to orders are required by the customer for the purpose of a business and except as expressly provided herein, the Company excludes, to the fullest extent permitted by law, all warranties, representations and conditions whether implied by law, trade, custom or otherwise. Where the Company is liable to the customer for a breach of implied warranty or condition that may not be excluded, the Company's liability will, to the extent permitted by law, be limited to any one or more of the following (at the Company's option):
- in the case of the supply of goods:
 - the replacement of the goods or the supply of equivalent goods or the payment of the cost of replacing the goods or acquiring equivalent goods;
 - the repair of the goods or the payment of the cost of having the goods repaired; or
 - in the case of the supply of services:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again.
- 24. CONSEQUENTIAL LOSS OR DAMAGE:** In no circumstances will the Company (its employees, officers or agents) be liable, whether in tort, contract or otherwise for any indirect loss, loss of profits, consequential loss or special or exemplary damage suffered by the customer or any other person, even if such loss or damages are foreseeable and whether or not the Company had been advised of the possibility thereof.
- 25. ILLEGAL OR DEFAMATORY MATTER:** The customer undertakes and warrants that the Company shall not be required to print any matter which:
- breaches or infringes the *Trade Practices Act 1974* (Cth), *Fair Trading Act 1989* (Qld), *Fair Trading Act 1987* (NSW) or equivalent legislation in any State or Territory of Australia;
 - infringes copyright, trade mark or other intellectual or moral property rights of any person;
 - contains material that is obscene, offensive, defamatory, or otherwise unsuitable for publication;
 - breaches or infringes any laws relating to therapeutic goods, financial services, anti-discrimination, political publication, publication of court or tribunal materials, or any other State or Commonwealth legislation, rule or ordinance; or
 - gives rise to any liability on the Company, cause the Company to be in breach of any law by virtue of printing the material, or result in a claim being made against the Company.
- 26. INDEMNITY:** The customer indemnifies the Company (and its employees, officers and agents) against any proceedings, demands, losses, costs (including legal costs on a solicitor-client basis), damages and other liabilities of any nature taken, made or awarded against or incurred by the Company (and/or its employees, officers and agents) in connection with any material printed for the customer, including (without limitation) any breach of the warranty in paragraph 25.
- 27. PAYMENT TERMS:** Unless otherwise stipulated by the Company, or otherwise agreed in writing between the Company and the customer, payment of the Company's accounts are due in accordance with the terms outlined in the customer's credit application as approved by the Company.
- If the customer fails to pay an account by the due date the Company may:
- charge daily interest calculated at 2% per annum above the base commercial overdraft rate of the Company's principal bank until payment in full is made;
 - suspend any further deliveries and suspend or refuse to complete any order for the customer;
 - exercise a general lien pursuant to clause 28; and
 - recover from the customer, in addition to the amount outstanding, all reasonable costs incurred by the Company in recovering or attempting to recover the outstanding amount.
- 28. GENERAL LIEN:** The Company shall, in respect of all unpaid debts due from the customer, have a general lien on all the goods and property of the customer in the Company's possession, and, upon the expiration of 14 days notice, the Company shall be entitled to dispose of the goods or property as the Company thinks fit, and apply the net proceeds after selling expenses towards such debts.
- 29. TERMINATION:** Notwithstanding any other clause of these Conditions of Sale, the Company may, without affecting any other rights it may have, terminate or suspend any contract with a customer with immediate effect by written notice if:
- the customer breaches any provision of this or any other contract and fails to remedy the breach within 7 days after receiving notice from the Company to do so;
 - the customer breaches a material provision of this or any other contract where that breach is not capable of remedy;
 - any sum due remains unpaid for a period of 30 days;
 - the customer becomes bankrupt or insolvent, enters into any arrangement or composition with its creditors, has a receiver or receiver and manager appointed, goes into liquidation or passes a resolution to go into liquidation, or suffers any execution against its assets.
- 30. NO WAIVER:** If at any time the Company does not enforce any of these Conditions of Sale or grants the customer time or other indulgence, the Company shall not be construed as having waived that term or condition or its right to later enforce that or any other term or condition.
- 31. ADDITIONAL TERMS:** Where the Company enters into an additional agreement with the customer, the terms of that additional agreement shall prevail to the extent of any inconsistency with these Conditions of Sale.
- 32. SEVERABILITY:** If any provision of these Conditions of Sale is held illegal or unenforceable, then such illegality or unenforceability shall not affect the remaining provisions of these Conditions of Sale which shall remain in full force and effect.
- 33. CONFIDENTIALITY:** The customer must not disclose any information provided by the Company relating to the Company and its related entities that is marked as confidential or is, by its nature confidential or commercially sensitive (including without limitation the Company's pricing information) unless the customer can establish the information is:
- required to be disclosed by law; or
 - in the public domain other than as a result of a breach of duty.
- 34. PRIVACY:** The Company collects the customer's personal information to assist in providing the goods or services the customer has requested and to improve the Company's products and services. The Company may contact the customer about goods, services or promotions which may be of interest to the customer. The Company may also share the customer's information with other persons or entities who assist the Company in providing its services. Personal information will be dealt with in accordance with the Company's Privacy Policy.
- 35. GOVERNING LAW:** These Conditions of Sale are governed by, and construed in accordance with the law in force in Queensland. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts, for any proceedings in connection with these Conditions of Sale.