

TERMS AND CONDITIONS



1. The Printing Hub will not commence the Job until:

- ° A Quotation has been accepted by or on behalf of Contracting Party and returned to The Printing Hub
- ° The non-refundable deposit (if any) has been paid to The Printing Hub and, if paid by cheque, such cheque has been cleared.
- ° The Printing Hub has received the duly executed Guarantees referred to herein.
- ° The Printing Hub has received an "Authority to Print" signed by the Contracting Party or its agent.
- ° The Printing Hub being satisfied in terms of paragraph 3 below.

2. The Printing Hub reserves the right to charge interest on any part of the Price not paid by the due date. Interest will be charged from the due date until payment at a rate equal to the Commonwealth Bank Corporate Overdraft Reference Rate most recently published before that date. Contracting Party agrees to pay all debt recovery fees and charges in relation to all moneys due and payable to The Printing Hub.

3. If the Artwork is to be provided by Contracting Party:

- ° Contracting Party warrants that it will not infringe the copyright or other intellectual property rights of any third party.
- ° A Quotation is subject to The Printing Hub sighting such Artwork and being satisfied with same.
- ° Any additional translating, editing or programming needed to utilise Customer-supplied files will be charged at current rates.

4. Electronic files produced by The Printing Hub remain the property of The Printing Hub and will not be issued to any person for any reason. A charge will be added for any electronic files produced by The Printing Hub or others to be reproduced by The Printing Hub into any other format. Should the Contracting Party request a project to be recreated in any other format after the project has been completed, Contracting Party agrees to pay The Printing Hub on an hourly basis over and above the earlier-negotiated price for design.

5. Contracting Party agrees that The Printing Hub may obtain from any person or body carrying on any business or undertaking involving the provision of information about the commercial creditworthiness of persons, any information relating to Contracting Party that concerns its commercial activities or commercial creditworthiness for the purpose of collecting payments that are overdue in respect of commercial credit provided by The Printing Hub to Contracting Party.

6. Contracting Party agrees that The Printing Hub may suspend its performance of the Job in the event that Contracting Party is in default in paying any money due by it to The Printing Hub whether in respect of the Job or otherwise.

7. The Price quoted is subject to the Goods and Services Tax in which event the expression "Price" used does not include such tax.

8. A Quotation is based on the above specifications - any variation from these can change the Price. It is Contracting Party's obligation to ensure that this information is correct.

9. Contracting Party warrants that Instructions issued by Contracting Party will only be in written form. Where hand written or verbal instructions only are received from the Contracting Party The Printing Hub shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.

10. The Printing Hub reserves the right to correct any errors in quotations, estimates, etc. whether technical, stenographic or otherwise.

11. A Quotation is not available for acceptance by Contracting Party after the Lapse Date.

12. General Lien - The Printing Hub shall in respect of all unpaid debts due from the customer have a General Lien on all goods and property and shall be entitled on the expiration of 14 days notice to the customer to dispose of such goods and property as it thinks fit and to apply the proceeds towards such debt. Title of goods does not pass to Contracting Party until payment is received in full. All claims in respect of these goods/services must be notified within 7 days of receipt of goods.

13. Preliminary work and/or work produced in an experimental way at a Customer's request will be considered to be an order and charged to the Customer's account unless otherwise specified.

14. The suspension by the Customer of any work for any reason whatsoever, for a period of thirty (30) days or longer shall entitle The Printing Hub to payment in full for the portion of the work completed. Orders cannot be cancelled except upon terms which will compensate The Printing Hub for all work done and materials used or specially procured, to the date of the cancellation.

15. Contracting Party agrees that The Printing Hub may suspend its performance of the Job in the event that work has proceeded beyond the value of monies paid as a deposit.

16. Contracting Party agrees that payment will be made COD as requested by The Printing Hub.

17. Contracting Party agrees that Author's corrections requested by Contracting Party will be charged at the current hourly rate for design and will be incurred in addition to the quoted price.

18. The law governing the interpretation of these conditions and for all matters between the parties pursuant to these conditions shall be the law of the State of South Australia.

19. These conditions bind the Contracting Party and its executors administrators successors and assigns as the case may be.

20. In entering into this contract the Contracting Party warrants that it has conducted its own enquiries and relied on its own judgement and not on any representation made by or on behalf of The Printing Hub and all such representations are hereby excluded.

21. Whilst all care is taken print colour may vary from print to reprint, stock to stock, front to back and job to job. Therefore The Printing Hub accepts no responsibility for these colour variations in differentiating printing processes or stock.

22. Hard copies supplied by the client will not be used for colour reference or matching.

23. Any electronic artwork supplied by Contracting Party must be in line with The Printing Hub's file specifications. The Printing Hub will not be responsible for file related errors that may reduce the quality of Contracting Party's job, nor do we accept responsibility for files that are not print ready.

24. Any goods despatched from interstate are subject to external influences and The Printing Hub will not be responsible for freight-related delays.

Contracting Party hereby requests The Printing Hub to undertake the Job according to these Terms and Conditions which may vary from time to time without notice.