

TERMS & CONDITIONS OF TRADING

1. **Quotations:**
 - a Estimates are based on the current costs of production and unless otherwise agreed are subject to amendment by DMC Group Aust (hereinafter referred to as the company) before or after acceptance of the quotation to meet any rise and fall in such costs between the date of quotation and the execution of the order.
 - b When quotations are based on specifications, roughs, layouts, samples or dummies of printed, typewritten or other good copy, any extra work or cost caused by any variation by the customer of his original instruction 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 company'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 company shall not be responsible for errors or omissions which are due to the failure of the customer to make known expressly or by implication the particular purpose for which the services are required or the result that the customer desires the service to achieve.
2. **Goods & Services Tax:**

The Company shall charge a Goods & Services Tax according to GST & ACCC Regulations, 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 company shall incur no liability for any error not corrected 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 company's judgement, changes thereto made by the customer shall be charged as an extra.
5. **Alterations of Style:**

Where the customer does not make a typographical style for a job, the company may make a style for him and charge as corrections, all variations from that 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. **Author's Corrections:**

All extra work caused by author's corrections, including resetting and/or the over-running of composition shall be charged as an extra.
8. **Overset:**

Overset matter shall be charged. 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. **Type and Other Material:**

Unless otherwise agreed, the customer shall bear the cost of type, not metal 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 company to obtain goods or services from a third party, the contract between the company and the customer shall incorporate and shall be subject to the conditions of supply of such goods and services to the company and the customer shall be liable for the cost in full of such goods or services, providing there is no breach of a statutory warranty implied by the Trade Practices Act 1974.
11. **Delivery:**
 - a Upon notification to the customer that the work has been completed, the goods 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 company may stipulate from time-to-time) of delivery, the customer fails to take possession of the goods or notify the company in writing that the goods have been rejected.
 - c Should expedited delivery be agreed, reasonable efforts should be made by the company to secure freedom from defects, but the company shall not accept responsibility for defects (except those caused by lack of due care and skill in such circumstances). An extra charge may be made to cover any overtime or other additional cost incurred as a result of the requirement of such early delivery.
 - d Every endeavor will be made to deliver the correct quantity ordered, but estimates and/or orders are conditional upon a margin of 10%, irrespective of numbers of colours, being allowed for overs 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 company's establishment. All quotations are based on continuous and uninterrupted delivery of complete orders, unless original specifications state otherwise.
 - f All claims including claims for non-delivery against the company should be made in writing as soon as possible after the customer becomes aware of the claim.
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 company, in writing, no discount shall be allowed and payment shall be by net monthly account. Unless otherwise stated in writing by the company, interest at the current bank overdraft rate will be charged on overdue accounts. Payment terms are 30 days nett.
 - 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 later) unless otherwise stated in writing to the company.
 - c After work has been in hand for one month, the company shall be entitled to a progress payment amounting to 75% (or such other amount as the company may stipulate from time-to-time) of the value 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 company to payment for work already carried out, materials specially ordered for that work and other additional costs, including storage.
 - e In the event that the company is required to engage the service of any mercantile agency to effect collection of any amounts due to the company then all collection expenses and associated charges shall be borne by the purchaser.
13. **Periodical Publications:**

A contract of the preparation, production or processing of matter (including all processes 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 company may terminate any such contract forthwith should any sum due thereunder remain unpaid.
14. **Suitability of Goods or Work:**
 - a Liability for breach of a condition or warranty implied into this contract by the Trades Practices Act, 1974, other than a condition implied by Section 69 is limited to any one of the following, as determined by the company:
 - (i) the supplying of the service again; or
 - (ii) the payment of the cost of having the services supplied again
 - b Subject to the application of statutory warranties which cannot be excluded, no warranty shall be given either expressly or by implication.
15. **Liability:**
 - a Except for the supply of goods for private or domestic use the company shall not be liable for indirect or consequential loss or 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 goods produced comply with the requirements of any legislation relating to the marking, and/or labeling 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 company in the event of any strike, lockout, majeure, the inability of the company to procure necessary material or articles preventing or retarding performance of the contract of delivery of work and no responsibility shall be attached to the company for any delay, default, loss or damage due to any of the above causes or to any other cause beyond the control of the company.
17. **Acceptance:**

Acceptance of the company's quotation shall be 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 company in writing.
18. **General Lien:**

The company 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 company may stipulate) notice to the customer to dispose of such goods or property as he thinks fit and apply the proceeds towards such debts.
19. **Waiver:**

Notwithstanding that the company might agree in respect of any particular transaction, either expressly, or by implication, to waive any 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 company, all plates, type, cutting forms 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 company in writing. All matter kept standing by the company at the request of the customer shall remain the absolute property of the company unless otherwise provided. If, at the request of the customer, the company agrees to keep matter standing, an additional charge may be made for storage, maintenance and any other necessary attention.
21. **Customer's Property and Material Supplied by Customer:**
 - a Customer's property and all property and material supplied to the company by or on behalf of the customer (including anchored blocks or soldered or patched plates or goods in transit) will be held at the customer's risk, and the company accepts no liability whatsoever for loss or damage to such property or material unless:
 - (i) the loss or damage is caused by the failure of the company to exercise due care and skill;
 - (ii) otherwise agreed by the company in writing
 - b Unless otherwise agreed in writing by the company, the company accepts no responsibility for the insurance of such property or material. In the event of the company agreeing in writing of insure such property or material, the cost of insurance premiums shall be charged to the customer.
 - c Where the customer supplies materials, 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 company in respect of any such counting or checking requested by the customer.
 - d In the case of property and materials left with the company without specific instructions, the company 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.
 - e Where materials or equipment are supplied or specified by the customer the company 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 company for handling or storing property or material supplied by or on behalf of the company.
 - g Any change or correction of 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 etc.:**
 - a Drawings, sketches, painting, photographs, designs or typesetting furnished by the company, dummies, models or the like devices made or procured and manipulated by the company and negatives, positives, blocks, engravings, stencils, dies, plates, or cylinders made from the company's original design, or from a design furnished by the customer, remain the exclusive property of the company, unless otherwise electros or stereos or other forms of duplication in order to cut down press work or for the company's convenience then such electros, stereos or other forms of duplication shall remain the company's property.
 - b Sketches and dummies submitted by the company on a speculative basis shall remain the property of the company. They shall not be used for any purpose other than that nominated by the company and no ideas obtained therefrom may be used without the consent of the company. The company shall be entitled to compensation from the customer for any unauthorised use of such sketches and dummies.
23. **Transfer of Ownership:**
 - a Ownership of any goods delivered by the company to the customer is only transferred when payment in full for the goods has been received by the company.
 - b Where the company has not been paid in the manner specified herein and the company delivers the goods to the customer then until disposed of by the customer in accordance with the provision of this clause the customer agrees with the company to keep the goods as a trustee for the company and is
 - c Notwithstanding the provisions of the last two preceding sub-clauses the customer may sell the goods to a third party in the ordinary course of business and deliver them to that party subject to the following conditions:-
 - (i) Where the customer is paid by that party the customer holds the whole of the proceeds of the sale on trust for the company; and
 - (ii) Where the customer is paid by that party by customer agrees at the option of the company to assign his claim against that party to the company upon the company giving the customer notice in writing to that effect.
24. **Electronic Storage:**

The customer shall have no right or title to data stored by the company on disks or any other electronic form of storage, but after a printer agrees to duplicate or transfer stored electronic or like media for use by a customer or other parties authorised to obtain that data, he shall have the right to charge for those services. Disks and tapes supplied by the customer and/or other authorised persons remain the property of the customer. Unless otherwise indicated in writing the company shall assume these disks and tapes to be duplicate copies of the original.
25.

These terms and conditions are to be read subject to mandatory provisions of legislation of the Commonwealth of Australia including the consumer protection provisions of the Trade Practices Act 1974 or of one or more of the States or Territories, which afford statutory rights to consumers. The invalidity of any clause, or part of a clause, shall not affect any other clause, or other part of the clause.