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Trading Terms and Conditions

1. Application:

These terms and conditions apply to and form part of any contract for the supply of goods and/or services by Print Fast (Company) to any person (Customer). Where a Customer requests the Company to provide goods or services, the work required to be done by the Company to fulfil the Customer's instructions is referred to in these terms and conditions as an Order.

2. Quotes:
   (a) The Company may if, requested by the Customer, give the Customer a quote specifying the work required to be done in order to fulfil the Customer's Order and an estimate of the Company's charge for the performance of such work (Quote). The Quote is an estimate only. It is not binding on the Company and the Company may charge the Customer for the work actually performed in completing the Order, including any rise in its costs of fulfilling the Order.

   (b) Where the Company has given the Customer a Quote the Company need not commence work until the Quote has been accepted by the Customer (which may be made orally or in writing) and acceptance by the Customer of the Quote will constitute acceptance by the Customer of these terms and conditions.

3. Invoicing and charges:
   (a) All invoices will be raised in Australian Dollars (AUD).

   (b) The Company may, in its discretion, invoice the Customer when an Order is complete or before commencing the Order. If the work required to fulfil the Order may take more than one month to complete, the Company may issue one or more invoices in respect of the Order at various intervals for the work performed to the date of each invoice.

   (c) If the Order is suspended for more than 30 days at the request of the Customer or as a result of something for which the Customer is responsible, the Company may issue an invoice for a particular sum (to be specified by the Company) for the work already done and for other costs incurred by the Company (such as storage costs).

4. Additional Charges:
   In addition to the fees for its services, the Company may charge to the Customer fees, charges and disbursements, including but not limited to (i) fees for any preliminary work performed at the Customer's request, additional work required to be done as a result of the Customer changing the Customer's instructions, performing work based on a poor copy, additional work required to be done as a result of corrections made by the Customer, including repagination or reformatting or the Customer altering the style, type or layout used by the Company, for work required to be done urgently, including any overtime costs, changing or correcting, in order to ensure that goods are properly produced, any plates, film, bromides, artwork or any document including computer files supplied for the purposes of the Order by the Customer (ii) freight costs and charges for the delivery of goods to the Customer and (iii) other charges, fees or disbursements referred to in these terms and conditions and not specified in this clause.

5. Under/Over supplies:
   The Customer acknowledges that whilst the Company will make every endeavour to produce the exact number of items in the Order, owing to human and/or machine/computer error the number of items actually produced may be 5% over or under the number specified in the Order. Where such a discrepancy occurs, the Company may adjust the amount charged to the Customer for the Order by a pro rata amount to reflect the actual number of items produced.

6. Time for payment and interest:
   The Customer must pay the Company's invoice in accordance with the payment terms set out in the invoice. The Customer must also pay any costs, expenses and losses incurred by the Company as a result of the Customer's failure to pay to the Company all sums owing by the Customer to the Company (including, without limitation, any debt collection and legal costs). The Company may charge interest on amounts not paid in accordance with the payment terms set out in the invoice.

7. Proofs and variations in colour:
   If the Company submits to the Customer a proof of goods the Company will not be responsible for any errors in goods which appeared in the proof and which were not corrected by the Customer before the Order was completed. The Company shall have no liability whatsoever (including without limitation to reprint an Order) if there is a variation in the colour of the finished goods prepared by the Company in fulfilling an Order by more than 10% of the combined four CMYK colours compared to the artwork provided by the Customer.

8. Rejection:
   The Customer may only reject goods if they do not comply with the Customer's instructions. If the Customer wishes to reject goods, the Customer must notify the Company of the rejection:

   (a) if the Company has delivered goods to the Customer's premises or to the premises of a third party under the instructions of the Customer within 7 days of delivery or

   (b) within 7 days of notification that goods are ready for collection.

   For clarity a customer may not reject goods on the basis of any variation in colour of finished goods permitted under Clause 7.

9. **Risk:**

The risk in goods passes to the Customer:

(a) if the Company delivers goods to the Customer's premises or to the premises of a third party under the instructions of the Customer - at the time goods are handed over to the carrier for transportation to those premises for delivery;

(b) otherwise - at the time the Company notifies the Customer that goods are ready for collection.

10. Ancillary materials:

Unless the Company and Customer agree otherwise, drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, plates or cylinders, discs, tapes, compact discs, or other media or data and other material produced by the Company in the course of or in preparation for performing the Order (whether or not in fact used for the purposes of performing the Order) and all disks, tapes, compact disks or other media (other than media supplied by the Customer) used by the Company to store data for the purposes of completing the Order are the property of the Company.

ll. General lien:

The Company shall, in respect of all sums owed by the Customer to the Company, have a general lien on all property of the Customer in the Company'spossession and may, after 14 days' notice to the Customer, sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed. If any of the Customer's property held by the Company enjoys copyright protection in favour of the Customer, the Customer hereby grants to the Company a licence to exercise the rights conferred on the Company under this clause.

12. Non-excludable Rights:

Under applicable State and Commonwealth law certain conditions and warranties may be implied in these terms and conditions and there are rights and remedies conferred on the Customer in relation to the provision of goods and/or services which cannot be excluded, restricted or modified by agreement (Non-excludable Rights).

13. No liability:

All conditions, representations and warranties, express or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise in respect of the supply of the goods and/or services by the Company to the Customer are excluded other than any Non-excludable Rights. To the extent permitted by law, the Company shall have no liability whatsoever in connection with the supply by the Company of goods and/or services to the Customer and the liability of the Company for a breach of a Non-excludable Right is limited, at the Company's option, to the supply of the goods and/or any services again or payment of the cost of having the goods and/or any services supplied again.

14. Indirect losses:

Despite any other provision of these terms and conditions and to the extent permitted by law, the Company shall not (whatever the cause) be liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for any increased costs or expenses, any loss of profit, revenue, business, contracts or anticipated savings, any loss or expense resulting from a claim by a third party or any special, indirect or consequential loss or damage of any nature whatsoever caused by the Company in connection with the supply by the Company of the good and/or services to the Customer, including failure to complete or delay in completing the Order and failure to deliver the goods.

15. Intellectual property and Customer indemnity:

Copyright in all artistic and literary works authored by the Company shall be the property of the Company. The Customer:

(a) warrants that the Customer has copyright in or a licence to authorise the Company to reproduce, all artistic and literary works and other intellectual property supplied by the Customer to the Company for the purposes of the Order and the Customer hereby expressly authorises the Company to reproduce all and any of such works and intellectual property for the purposes of filling the Order; and

(b) indemnifies the Company against all claims, demands, liability, losses, costs and expenses (including legal expenses) suffered or incurred by the Company in any way directly or indirectly connected with any breach of copyright, any rights in relation to copyright or of any other intellectual property rights in such literary and artistic works or other material supplied to the Company by or on behalf of the Customer.

16. Force Majeure:

The Company will have no liability to the Customer in relation to any loss, damage or expense caused by the Company's failure to complete the Order or to deliver goods as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of the Company's normal suppliers to supply necessary materials or any other matter beyond the Company's control.

17. No Waiver:

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

18. Severability:

A term or part of a term of these terms and conditions that is illegal or unenforceable may be severed from these terms and conditions and the remaining terms or part of a term of these terms and conditions continue in force.

19. Governing law and jurisdiction:

These terms and conditions are governed by the law of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland.

20. Goods and Services Tax (GST):

All amounts expressed or described in these terms and conditions are GST exclusive. This includes all out of pocket expenses. The Company will take all available steps to assist with compliance of GST laws.