

## Terms and Conditions

The following terms and conditions are, to the extent applicable, those to which Swann Printing and Paper Pty Ltd and the Customer have agreed to be bound for all supplies by Swann Printing and Paper to the Customer. They may be varied if there is, and only to the extent of, any agreed written variation.

### 1. Definitions

- 'Swann Printing' means Swann Printing and Paper Pty. Ltd. **abn 93 114 151 889**.
- The Customer includes any agent acting on behalf of the Customer (except where Swann Printing may act on the Customer's behalf for the purpose of delivering, insuring or otherwise dealing with the goods at the Customer's direction).

### 2. Delivery/Risk, Time, Delivery by Installments, & Under/Overs

- A risk in the goods shall pass to the Customer upon delivery to the customers nominated delivery address. Swann Printing does not take responsibility for the goods their condition, insurance, or any other liability related either directly or indirectly to the goods once delivered to the customer.
- The Customer appoints Swann Printings' as agent to arrange delivery and insurance of the goods to the Customer's premises at the Customer's expense. Swann Printing in so doing will not insure goods in transport. If this is deemed insufficient by the Customer, this must be advised in writing to Swann Printing prior to forwarding of shipment, and Swann Printing will arrange for insurance in accordance with such advice at the Customer's expense.
- Any times quoted for delivery and are estimates only and Swann Printing will not be liable for failure to deliver or for delay in delivery or arising from any cause whatsoever beyond its control. The Customer will not be relieved of any obligation to accept nor pay for goods by reason of any delay in delivery or dispatch.
- Special provisions as to essential times of delivery (if any) may be made with Swann Printing but only if agreed with and made through an authorised officer.
- Swann Printing reserves the right to deliver by installments, and each installment will be deemed to be sold under a separate contract. Failure to deliver any will not entitle the Customer to repudiate the contract. Delivery of 5% more or less than quantity specified constitutes fulfillment of the Customer's order. Any excess up to 5% to be taken by the Customer who will pay for the quantity actually delivered.

### 3. Payment Terms

- Generally, payment of goods is to be nett cash on delivery, or at collection ex- warehouse (as applicable). Payment will be considered received once the amount payable by you is received by Swann Printing in immediately available funds. Until payment is received, Swann Printing reserves the right to cancel any order or delivery.
- If you are an approved account customer, you will be invoiced at the time of delivery for the goods, and you must pay for the goods within the agreed credit terms.

### 4. Quotation

- Generally Quotation is subject to final written confirmation on receipt of order and to re-quotation if the order is not received within 1 month. Any order placed by the Customer is deemed to be an order incorporating these Terms and Conditions notwithstanding any inconsistencies which may be introduced in the Customer's order or acceptance unless expressly agreed to by Swann Printing in writing. Swann Printing is not obliged to accept any order placed with it.
- Quotations supplied by e-mail are not open for the Customer's acceptance. Any agreement is concluded only after Swann Printing communicates its acceptance of your order placed on an official Purchase order, and is subject to entry into agreed credit terms, or completion of EFTPOS, credit card, or prepayment transactions (as the case may be).
  - Swann Printings' Terms and Conditions of Trade will be sent to the Customer with that with every quote. The Terms and Conditions of Trade are also available on Swann Printing web-site.
  - Swann Printings' acceptance will be communicated by way of Swann Printing sending the customer an invoice for the deposit amount required to initiate the order and will be taken to be a concluded agreement on the terms disclosed therein if not countermanded by either party by the close of the next business day.
  - Any notice sent via facsimile machine or email will be taken to have been delivered at the time and on the day that the whole of the notice or communication was transmitted from the sending facsimile machine or computer.
  - Swann Printing is not obliged to accept any order placed with it.

### 5. Security & Virus Warning

The internet and the world wide web are unsecured public networks. The Customer acknowledges and agrees that:

- information sent to or from Swann Printing by e-mail or an online area (including Swann Printings web-site) may be intercepted, corrupted or modified by third parties; and
- files obtained from or through e-mail or an online area (including Swann Printings' web-site) may contain computer viruses or other defects, and that you will be responsible for any loss or damage caused thereby.

### 6. Quotations & Goods and Services Tax

- Prices are as quoted in the body of the quotation net of GST (i.e., 10% GST is to be added) unless otherwise shown.
- The price and all other moneys payable by and on behalf of the Customer are exclusive of Goods and Services Tax or like impost (GST).
- Liability for GST (payable in respect of any taxable supply) is additional. It is payable by the Customer to Swann Printing at the same time as the price and other moneys are payable.

### 7. Price Variations - Errors, Continuous Runs, Small Runs & Future Deliveries

- Errors and omissions on any invoice, credit note or in respect of any cash cheque or other means of payment made thereon are accepted and subject to adjustment by Swann Printing. Prices quoted in the body of the quotation are based on continuous runs in the lots specified or the amount of each individual order. Smaller runs, unless for the convenience of Swann Printing, are to be subject to price increases.
- If the order is for a future delivery, or if Swann Printing is unable to effect immediate delivery in respect of any order, the order is accepted subject to price adjustment and the order will be charged and paid for at Swann Printings' list price at the time when the delivery was made.

### 8. Variation or Cancellation of Contract

The Customer will be responsible for any loss to Swann Printings arising from any variation in quantities ordered, or delivery dates, or any cancellation of this contract in whole or in part, and the amount of any such loss will be recoverable by Swann Printing from the Customer as and by way of liquidated damages.

### 9. Description

Any description of goods is given for convenience only and use of such does not constitute the contract a sale by description.

### 10. Indemnity for Infringements of Intellectual Property/Confidentiality

The Customer agrees to indemnify Swann Printing against all damages, penalties, costs and expenses to which Swann Printing may become wholly or partially liable in relation to the supply of goods or materials to the Customer involving an infringement or alleged infringement of: - a. any patent, trademark, copyright, registered design, and b. any Customer's obligation of confidentiality or secrecy to another person, which the Customer knew or ought to have known would arise out of the supply by Swann Printings to the Customer and of which Swann Printing was not made expressly aware.

### 11. Swann Printings' Intellectual Property

- The Customer acknowledges that:-
  - Swann Printing holds (either as owner or licensed distributor) the copyright, design and other intellectual property rights in the layout, design and function of various of its products and
  - by the sale of the products to the Customer Swann Printing does not include:- (1) any assignment of such rights, (2) nor permission to commercially exploit such rights in any way other than for the ordinary use to which the products are put in the ordinary course of business or for ordinary household use (as the case may be).
- The Customer agrees:-
  - that it must not duplicate or make copies of the products without first obtaining Swann Printing express written consent, and
  - to indemnify Swann Printing against all costs, damage, losses, and expense arising out of a breach of this clause.

### 12. Artwork / Colour Variation

- All artwork provided must be able to meet Swanns' file specifications. We will not be liable for any errors which occur in the electronic transfer of any artwork.
- The customer must carefully review and approve all proofs or layouts before submitting to ensure the order is 'print ready'. If, for whatever reason the order is not 'print ready' and Swann Printing proceed to arrange printing the customer accepts responsibility of any alterations or subsequent changes required to make the order print ready, which will be arranged by Swann at the customers cost.
- Any hard copies of proofs the Customer provide are not used for colour matching or reference.
- Swann Printings' digital proofs are imaged using calibrated press profiles. These profiles will accurately reproduce the chosen colour when printed on our presses. However some colour shift might be observable due to the chosen stock and the addition of laminating or other special coatings.
- Swann Printing can not guarantee an exact match in colour or texture between your artwork (including electronic graphic file or previously printed material) or any other materials supplied by the Customer. The customer acknowledge and accept that there are acceptable levels of colour variation (+/- 12%) from print run to print run, from stock to stock, from back to front and between different printing processes.
- Swann Printing cannot guarantee exact page alignment. Mechanical and manual folding and trimming has an acceptable tolerance of 2.5mm within and throughout a document.

### 13. Tooling - dies, guillotines, forms etc.

- Unless the context otherwise requires, 'Tooling' includes dies, foil stamps, guillotines, and the like.
- If the goods are manufactured with or from Tooling supplied by Swann Printing, Swann Printing does not warrant that the goods are of the exact measure, content or capacity as that referred to in the description of the goods.
- Tooling whether charged for or not remains the property of Swann Printing and Swann Printing will not be under any obligation to deliver them to the Customer or part with possession of them.
- The Customer agrees to pay for alteration of Tooling made necessary by changes in specifications accepted by Swann Printing and agrees to assume all risk of resultant damage of such Tooling.
- When a prototype is submitted for making of an item, drawings may be prepared if required, which drawings when approved will be the basis for construction of a die allowing for reasonable tolerances and thereafter no responsibility will be accepted by Swann Printing for any difference or departure from the prototype.
- Quotations supplied by e-mail are not open for the Customer's acceptance. Any agreement is concluded only after Swann Printing communicates its acceptance of your order placed on an official Purchase order, and is subject to entry into agreed credit terms, or completion of EFTPOS, credit card, or prepayment transactions (as the case may be).
- Swann Printings' Terms and Conditions of Trade will be sent to the Customer with that with every quote. The Terms and Conditions of Trade are also available on Swann Printing web-site.
- Swann Printings' acceptance will be communicated by way of Swann Printing sending the customer an invoice for the deposit amount required to initiate the order and will be taken to be a concluded agreement on the terms disclosed therein if not countermanded by either party by the close of the next business day.
- Any notice sent via facsimile machine or email will be taken to have been delivered at the time and on the day that the whole of the notice or communication was transmitted from the sending facsimile machine or computer.
- Swann Printing is not obliged to accept any order placed with it.

### 14. Customer acknowledgments

- Customer's Artwork The following parts of this sub-clause apply when Swann Printing is not specifically engaged to produce or supply artwork or layout for incorporation in the goods for the Customer. The Customer acknowledges that:-
  - it does not rely on Swann Printing to oversee, ensure, nor guarantee that any artwork supplied by the Customer, .
  - Swann Printing is not required to check, proofread, and correct any text or artwork supplied by the Customer or its contractors.
- Materials & Customer's Uses. The Customer acknowledges that:-
  - it does not rely on Swann Printing in respect of the performance, durability, nor contamination characteristics of any of the materials from which its products are fabricated; and
  - it has satisfied itself independently of Swann Printing of the appropriateness of such materials for the Customer's intended uses.

### 15. Claims - damage, shortages

Claims for shortages or defects are to be made in writing within 14 days of delivery. Merchandise is to be returned only upon written authority of Swann Printing and adequately packed for transport. Swann Printing accepts no responsibility for merchandise returned without such authority. Swann Printing will not issue credits on goods altered or defaced in any way or upon which any additional operation has been performed. Allowances for proved shortages or defects will be duly credited, but Swann Printing is not obliged to replace goods concerned. No claim for damage direct or indirect in respect of the goods will in any event exceed 50% the total invoice price of the goods in respect of which such claim will arise. All damage over and above this invoice % such costs will be borne by the Customer.

### 16. Other Claims

- The parties agree and acknowledge that, except where any statutory right is non-excludable, Swann Printing will not be liable for any loss or damage which the Customer may sustain or for any liability for any defect in any goods supplied in excess of:-
- the replacement of the goods or the supply of equivalent goods;
  - the repair of the goods;
  - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - the payment of the cost of having the goods repaired, or any combination thereof as Swann Printing may elect in the exercise of its of reasonable discretion and in any event the liability of Swann Printing will not exceed 50% purchase price of any such goods, accordingly, all and any other liability hereunder of Swann Printing is hereby excluded to the maximum extent permitted by law.

### 17. Waiver

Failure by Swann Printing to insist upon strict performance of any term or condition herein will not be deemed a waiver thereof or of any rights Swann Printing may have, and will not be deemed a waiver of any subsequent breach of term or condition.

### 18. Failure to Pay

In the event that the Customer fails to pay for the goods in accordance with any arrangement or agreement for the supply on credit terms, the Customer will be regarded as being in breach of the arrangement or agreement and the following will occur:-

- all amounts owing by the Customer to Swann Printing will become immediately due and payable;
- Swann Printing will become entitled to retake possession of the goods and for that purpose will be entitled to enter upon the Customer's premises or any other facility and or location which Swann Printing is aware goods are being stored for the purpose of retaking possession of the goods;
- Swann Printing may at its discretion cancel or alter the credit limit under the arrangement or agreement;
- Swann Printing may cancel any fulfilled

### 19. Privacy

- By accessing, or ordering goods from the Web Site or by any other means you acknowledge and agree that Swann Printing may collect, retain and use personal information about you for Swann Printings' evaluation, administration and marketing purposes.
- You may, upon request have access to the personal information kept by Swann Printing and request correction to any errors in such personal information.

### 20. Reservation of Title

Without limiting the conditions set out in any existing arrangement or agreement for supply on credit terms, where title to the goods has not passed, the Customer holds the goods as Bailee on behalf of Swann Printing until title passes and the Customer will store and maintain the goods in such a way that the goods are clearly identified as being the property of Swann Printing.

### 21. Force Majeure

Swann Printing will not have any liability or obligation to the Customer for any consequential or other loss or damage caused by any failure to supply goods or perform services where such failure is a result of any cause beyond the reasonable control of Swann Printing.

### 22. Governing Law & Severance

This document is governed by the laws from time to time in force in the state of Victoria, and if any provision hereof is rendered invalid, void or unenforceable the remainder shall remain in full force and effect.

### 23. Changes to these terms

For Customers with an account, Swann Printing may alter these TERMS AND CONDITIONS OF SALE on giving the Customer 30 days notice in writing of the changes, and such changes will apply to future sales made and orders taken after expiry of that 30 day period.

### 24. IMPRINT

Swann Printing reserves the right to place its imprint on all printed material unless customer specifically requests otherwise.

