

## TERMS AND CONDITIONS OF TRADING

### DEFINITIONS

- 1.1 "Global Graphic Design and Print" means A.B.N. 88729292382 of 10 Hughes Court, Collingwood Park, Australia.
- 1.2 The "Customer" means the party placing an order for the purchase of goods or services from.
- 1.3 An "Order" refers to an order for goods or services.

### ACTING IN RELIANCE

2.1 The Customer warrants that the information provided by the Customer is true and correct. The Customer acknowledges that will act in reliance on this information.

### APPLICATION OF TERMS AND CONDITIONS

2.1 These Terms and Conditions ("T&Cs") apply to each and every dealing between the parties and the Customer, and the Customer agrees to adhere to these Terms and Conditions and will that they prevail over any other verbal, implied or written conditions, whether verbal, implied or written to the extent permitted by law.

2.2 These T&Cs may be changed by from time to time and the then current version of the T&Cs shall be binding upon the Customer.

### ORDERS

3.1.1 Orders are subject to acceptance in accordance with these T&Cs. Orders are subject to acceptance by in whole or in part at: 10 Hughes Court, Collingwood Park, Queensland, 4300 Australia

3.1.2 CUSTOMER'S RESPONSIBILITY It is the Customer's responsibility to ensure that the electronic files supplied comply with file specifications requirements and that the files supplied are correct and able to be printed as soon as they are supplied. Files supplied without 'bleed' will be printed as they are supplied under the assumption that this is the Customer's requirement. It is the Customer's responsibility to ensure that any materials supplied for printing or re-creation do not breach relevant copyright legislation. Accepts no responsibility for any copyright issues. No assumptions or judgements are made by in relation to the correctness or acceptability of any electronic files supplied to us. Electronic files are printed as they are supplied and there will be variations between finished printed products and the same file being printed on various proofing devices (ie. Inkjet printers and the like). Customers must also understand that our printing process will result in colour variations between orders and exact colour matching cannot and will not be provided by. Colour variations will occur from job to job and run to run. Please do not order from if you require an exact colour match or are uncertain with any aspect of your supplied electronic files. Under no circumstances will electronic files be kept by for future use by the Customer. Electronic files must be supplied with each and every order. It is also the Customer's responsibility to understand the nature of the various stocks that we print on and the impact of different finishing options will have on that stock (ie cracking). Assumes that its Customers are fully aware of this impact before any orders are placed. Accepts no responsibility whatsoever for any cracking caused by folding of brochures or the like. NO REFUNDS OR REPRINTS will be provided for any breaches of the Customer's responsibility contained within this clause.

3.2 The Customer must place a written order setting out full details of all of their requirements, in writing. will not be responsible for any mistakes that may be attributed to insufficient or lack of written details. The Customer will be required to pay for such goods ordered by mistake.

3.3 reserves the right to impose minimum order requirements at anytime which may be changed by from time to time.

3.4 No order may be cancelled except with the consent in writing from.

3.5 If the Customer purports to cancel any order, such conduct may be treated as a repudiation of the contract. The Customer shall pay all loss, damage, costs and expenses incurred or suffered by as a result of such conduct (Minimum \$20 cancellation fee regardless of circumstances will be incurred by Customer).

3.6 Orders shall not be varied unless the variation is in writing, signed by.

3.7 or the manufacturer of the goods ("the Manufacturer") may, without notice, change the range of goods and services or redesign or modify existing goods or services resulting in some goods becoming obsolete or unavailable and or the Manufacturer shall not be liable for any loss or damage suffered by the Customer or the Customer's customers as a result. The Customer undertakes to advise any person or company to whom it sells any goods of this condition.

### ACCEPTANCE OF ORDERS

4.1 An Order will be deemed to have been accepted by upon transmission at the earlier of:

4.1.1 of such order to the Art Department of receipt of payment for the goods by; or

4.1.2 despatch of the goods from.

4.2 No orders may be varied or cancelled by the Customer after acceptance; unless agreed to by, on terms and conditions set by.

### PAYMENT

5.1 The goods or services must be paid for in full at the time of placing the order for the goods or services by the Customer. Does not grant credit to its Customers; unless

5.1.1 credit is granted to a customer via the owner and managing director of Global Graphic Design and Print.

5.1.2 if credit is granted, the customer must pay the outstanding within 7 days;

5.1.3 if the outstanding balance is not paid within 7 days, Global Graphic Design and Print has the right to charge an initial 20% of the total outstanding for debt collection (on day 8), and a further 1% per day the total is outstanding for.

5.2 Global Graphic Design and Print may require an amount be paid by the Customer as a non-refundable deposit. Payment for goods must be received by direct deposit, cheque or cash, details of which are located on Global Graphic Design and Print's invoice, to be received by Global Graphic Design and Print at the time of placing the order for the goods with Global Graphic Design and Print.

5.3 Global Graphic Design and Print shall not be obliged to hand over deliver the goods or perform services until all monies owing and overdue to Global Graphic Design and Print by the Customer, including for any prior orders, are paid to Global Graphic Design and Print and shall not be responsible for any loss or damage suffered by the Customer as a result.

### 6. PRICES AND RESALE PRICES

6.1 Global Graphic Design and Print price lists or quotations do not constitute an offer.

6.2 Quotations are given and orders are accepted only on the basis that the prices charged will be those applicable at the date of the order being dispatched, ex Global Graphic Design and Print or their subcontractor's warehouse. All prices are subject to

change without notice.

6.3 Prices are inclusive of costs of delivery of the goods to the Customer and any applicable goods and services tax.

6.4 All prices are subject to change without notice.

6.5 Recommended and suggested resale or retail prices wherever shown are recommended resale or retail prices only and there is no obligation to comply with any recommendation or suggestion.

6.6 The Customer shall in addition to any monies otherwise payable hereunder pay any applicable goods and services taxes (or its equivalent) in respect of any goods and/or services purchased.

## 7. MODIFICATIONS

7.1 Global Graphic Design and Print is not obliged to attend to any modifications or variations to the goods unless agreed in writing by Global Graphic Design and Print.

7.2 If any modifications to the goods are required to comply with the regulations or laws of the State or Country in which the Customer is located and/or in which the goods are to be resold or used by the Customer, each order must include clear instructions detailing the required modifications.

7.3 The Customer must not modify the goods in any way, other than with the written consent of Global Graphic Design and Print and in strict compliance with instructions supplied by Global Graphic Design and Print.

7.4 Global Graphic Design and Print shall not be liable for any loss or damage suffered by the Customer or any third party of or incidental to:

7.4.1 If Global Graphic Design and Print agrees to undertake any modifications or variations to the goods in accordance with a request by the Customer and if the instructions or information supplied by the Customer are incorrect, incomplete or in any way ambiguous, Global Graphic Design and Print shall not be liable for any loss or damage including consequential loss or damage suffered by the Customer or any third party of or incidental to the variations or modifications not complying with the Customer's requirements or not complying with the regulations, standards or laws to which the goods and/or the Customer are subject.

## 8. SHIPMENT

8.1 All representations by Global Graphic Design and Print as to the date and/or time for delivery are made in good faith, but are not guaranteed. All representations are made in good faith, in the light of conditions and circumstances that are known to Global Graphics Design and Print at the time.

8.2 Global Graphic Design and Print and its directors, officers, employees and associated companies shall not be liable for late deliveries or non-deliveries and under no circumstances shall Global Graphic Design and Print be liable for any loss, or damage, including consequential loss or damage, or delay occasioned suffered by to the Customer or its customers arising from late or non-delivery of goods or service, whether such loss or damage is due to negligence or wilful/willful act, misconduct or default of Global Graphic Design and Print or any third party and whether or not if the same occurs in the course of the performance by Global Graphic Design and Print of any contract or in circumstances which are foreseeable by Global Graphic Design and Print or in circumstances which would constitute a fundamental breach of any contract or a breach of any fundamental term hereof.

8.3 Goods will normally be shipped by the most convenient and economical method and route having regard to the nature of the goods. Global Graphic Design and Print reserves the right to charge the Customer for delivery.

8.4 If Global Graphic Design and Print was unable to deliver part of an order for any reason whatsoever, Global Graphic Design and Print may deliver by instalments. Each instalment shall be regarded as a separate contract and any defect in, or failure to deliver an instalment shall not give the Customer the right to cancel the balance of deliveries due under the order.

8.5 The Customer will upon receipt, inspect the goods and notify Global Graphic Design and Print of any errors or shortages within three days after delivery, quoting delivery docket numbers and all other relevant details.

## 9. DAMAGE OR LOSS IN TRANSIT

9.1 It shall be the responsibility of the Customer for to insuring the goods after despatch from the Global Graphic Design and Print. Global Graphic Design and Print may suggest or offer group insurance but it is the Customer's responsibility to ensure that the insurance is adequate for the purpose. Global Graphic Design and Print shall not be liable for any loss or damage suffered during transit of the goods to the Customer.

## 10. TITLE AND RISK

10.1 Express Cards reserves all legal title and ownership in relation to the goods until all monies owed by the Customer to Global Graphic Design and Print are fully paid.

10.2 Until the legal ownership of the goods has passed to the Customer, the Customer shall be a bailee of such goods in its possession but title for such goods remains with Global Graphic Design and Print.

10.3 If the goods are resold, or products manufactured using the goods are sold by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture in a separate identifiable account as the beneficial property of Global Graphic Design and Print and shall pay such amounts to Global Graphic Design and Print upon request.

10.4 Notwithstanding the provisions above, Global Graphic Design and Print shall be entitled to maintain an action against the Customer for the whole purchase price and any other loss suffered or incurred by Global Graphic Design and Print.

10.5 The Customer shall have no claim against Global Graphic Design and Print for any damages or other monies whatsoever if Global Graphic Design and Print repossesses or attempts to repossess the goods. The rights of Global Graphic Design and Print hereunder are in addition to any other claim or rights Global Graphic Design and Print has under any other term hereof or under any other contract between the parties.

10.6 Risk in the goods supplied by Global Graphic Design and Print shall pass to the Customer immediately on despatch by Global Graphic Design and Print and the Customer shall keep the goods insured, safe and readily identifiable.

## 11. DEFAULT

11.1 In the event the Customer is in default of any term or condition and such default has continued for a period of seven days, Global Graphic Design and Print may, at its election at any time thereafter shall be at liberty to cancel any or all orders yet to be completed and to recover from the Customer any or all losses, damages, costs, interest, fees, charges (including handling charges payable to Global Graphic Design and Print and its suppliers) and all expenses incurred and suffered by Global Graphic Design and Print as a result of the Customer's default and the subsequent cancellation.

11.2 The Customer shall have no recourse whatsoever against Global Graphic Design and Print for any loss or damaged suffered as a result of any such cancellation.

11.3 In the event that any monies are due and payable by the Customer to Global Graphic Design and Print, but remain unpaid for

seven days, Global Graphic Design and Print may charge the Customer and be paid interest on the outstanding balance from the due date until payment is received by Global Graphic Design and Print at a rate as disclosed in point 5.1.3 of these Terms and Conditions, and the Customer will also pay to Global Graphic Design and Print, any costs and expenses (including legal expenses) that Global Graphic Design and Print incurs in enforcing these Terms and Conditions of Sale or any other Agreement that it has with the Customer.

## 12. DEFECTS

12.1 Any claim by the Customer relating to any defect in manufacture of goods, or any shortage or other nonconformity to an order for goods or services shall be made in writing to Global Graphic Design and Print at its address:

Global Graphic Design and Print

10 Hughes Court

Collingwood Park Queensland, 4300

Australia

within 3 days of delivery of the goods or services.

12.2 Unless such written claim is received by Global Graphic Design and Print within the specified period, the Customer shall be deemed to have accepted the condition of the goods and/or services and, conformity of the goods and services to the order.

12.3 Any claim in relation to a defect in goods must be accompanied by both:

12.3.1 a specimen of the article showing the alleged defect; and

12.3.2 a sample taken from the consignment in its original packaging showing the references used for identification purposes.

12.4 Notwithstanding that a claim has been made by the Customer, the Customer shall pay for the goods and/or services pending determination of the claim by Global Graphic Design and Print.

## 13. RETURNS

13.1 No goods shall be returned to Global Graphic Design and Print by the Customer without the written consent of Global Graphic Design and Print.

13.2 If Global Graphic Design and Print consents to the return of goods, Global Graphic Design and Print shall not be required to accept such goods by way of return unless:

13.2.1 The delivery charge for the return to Global Graphic Design and Print of the goods is first paid by the Customer;

13.2.2 The goods are unused and undamaged and in their original packaging; and

13.2.3 The goods and the packaging are as new and in a saleable condition with only their original marks, numbers unaltered and prices not marked thereon if applicable.

## 14. LIMITATION OF LIABILITY

14.1 Subject to any express written warranty otherwise given by Global Graphic Design and Print and subject to any statutory warranties express or implied which by law cannot be excluded, all warranties conditions and representations, whether express or implied are expressly excluded. Where a warranty or conditions is implied by law, Global Graphic Design and Print's liability is to the extent that same can be so limited, is limited to one of the following at Global Graphic Design and Print's discretion in the case of goods:

14.1.1 Replacement of goods or supply of equivalent goods or supply of the service again;

14.1.2 Repair of goods;

14.1.3 Payment of costs of replacing the goods or acquiring equivalent goods; or

14.1.4 Payment of the cost of having the goods repaired or supplying the services again.

14.2 Global Graphic Design and Print and its directors, officers and, employees and associated companies, shall have no liability (including liability in negligence) to any person for any loss or damage, consequential or otherwise, howsoever suffered or incurred by any such person of and incidental to the goods sold by Global Graphic Design and Print to the Customer, and without limiting the generality thereof, any loss or damage consequential or otherwise suffered or incurred by any such person caused by or caused directly or indirectly from any late or non-delivery, any failure, defect or deficiency of whatsoever nature or kind incidental to the goods or services, or associated with delayed and non-delivery and whether or not if the same occurs in the course of the performance by Global Graphic Design and Print of any contract or in circumstances which are foreseeable by Global Graphic Design and Print or in circumstances which would constitute a fundamental breach of any contract or a breach of any fundamental term hereof.

14.3 The Customer and its directors hereby indemnifies and keeps indemnified Global Graphic Design and Print and its directors, officers, and employees and associated companies (to the extent permissible by law) in respect of any loss or damage consequential or otherwise howsoever suffered or incurred by any person or incidental to any occurrence referred to in the previous paragraph.

14.4 Global Graphic Design and Print shall not be liable for failure to observe or perform in accordance with these T&Cs for any reason or cause which was not within its control, including without limitation, war, insurrection, riot, civil commotion, strikes, lock outs, labour or industrial disputes, acts of God, acts of Governments, flood, storm, tempest, power shortages or power failure, inability to obtain sufficient labour, raw materials, fuel or utilities.

## 15. CUSTOMER'S DETAILS

15.1 The Customer shall forthwith give notice to Global Graphic Design and Print of the change of address, telephone number, facsimile numbers or address for delivery to the Customer not later than 7 days prior to such change occurring.

15.2 The Customer shall inform Global Graphic Design and Print of any changes in the ownership of the Customer within 14 days of such change, whether total or partial by giving notice in accordance with clause 16 herein forwarding to Global Graphic Design and Print notice in writing of that change to:

Global Graphic Design and Print

10 Hughes Court,

Collingwood Park, Queensland, 4300

Australia.

15.3 Until such notice is received by Global Graphic Design and Print the Customer and if it is a company or trustee, each of the Directors thereof shall hold Global Graphic Design and Print indemnified, against all losses, unpaid accounts, interest, damages, costs, charges, fees and expenses of whatsoever nature incurred or suffered by Global Graphic Design and Print in trading with any person, company (including the same company but with a different shareholder or shareholders) or other entity (including a trust) which may have purchased the Customer's business or any interest therein or any of the shares in the Customer and used

the Customer's previously approved credit account for trading.

#### 16. NOTICES

16.1 Any notice, demand or other communication given or made under these T&Cs must be in writing:

16.1.1 made by an authorised officer of the sender and delivered to the intended recipient by prepaid post, hand or fax to the address or fax number last notified by the intended recipient to the sender, signed by an authorised officer.

16.1.2 if given or made by the Customer, signed by the Customer or an authorised officer, and

16.1.3 delivered to the intended recipient by prepaid post, hand or fax to the address or fax number last notified by the intended recipient to the sender,

16.2 Such notices will be taken to have been given or made:

16.2.1 in the case of delivery by post, three days after the date of posting;

16.2.2 in the case of delivery by hand, when delivered, and

16.2.3 in the case of delivery by fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error.

16.3 Any notice, demand or other communication may also be given or made in accordance with any method, procedure or requirement permitted under any applicable law.

#### MISCELLANEOUS

17.1 These T&Cs shall be governed by and interpreted in accordance with the laws of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that jurisdiction and any appeal courts from them.

17.2 The Customer and its directors declare that the goods and/or services to be provided by Global Graphic Design and Print are to be used wholly or predominantly for business and/or investment purposes (or for both purposes).

17.3 The Customer acknowledges and agrees that Global Graphic Design and Print may assign all of its rights, benefits and interests under this Agreement to any other entity as nominated by Global Graphic Design and Print. Any such assignment by Global Graphic Design and Print shall not prejudice or affect the rights, claims or interests of the Customer or Global Graphic Design and Print which have accrued up to the date of assignment.

17.4 The Customer shall not assign, transfer or novate its rights and obligations under this Agreement, without the prior written consent of Global Graphic Design and Print, in Global Graphic Design and Print's absolute discretion.

17.5 If any provision of these T&Cs is, for any reason, wholly or partly held to be illegal, void, invalid or unenforceable by a court of law or other competent authority, that provision shall be severed in the relevant jurisdiction and all other provisions of the T&Cs shall continue in full force and effect.

17.6 No failure to exercise, nor any delay in exercising, any right, power or remedy by Global Graphic Design and Print operates as a waiver. A single or partial exercise by Global Graphic Design and Print of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on Global Graphic Design and Print unless in writing. Global Graphic Design and Print's rights, powers and remedies under these T&Cs are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any other agreement or instrument.

17.7 The Customer consents to the use of any Personal Information of its employees, officers or agents, for the purposes set out in Global Graphic Design and Print's Privacy Policy including but not limited to the Customer's or its director's credit history.

17.8 Global Graphic Design and Print shall not under any circumstances be responsible to the Customer for any failure to comply with its obligations under this Agreement pursuant to any order that is accepted, which failure is caused by an act of God, acts of any Government, war or other hostility, national or international disaster, the elements, fire, explosion, power failure, equipment failure, strikes or lockout, inability to obtain necessary supplies and the like and other.