

**JEFFRIES PRINTING SERVICES (N S W) PTY LTD (A.C.N 001 897 178)**

**TERMS AND CONDITIONS OF TRADE**

**ATTENTION! By placing an order with Jeffries Printing Services (N S W) Pty Ltd (A.C.N 001 897 178) you acknowledge that you have read, acknowledge, understand and accept the terms and conditions of trade of Jeffries Printing Services (N S W) Pty Ltd (A.C.N 001 897 178) before placing your order with Jeffries Printing Services (N S W) Pty Ltd (A.C.N 001 897 178).**

**If you do not agree to be bound by the terms and conditions of trade of Jeffries Printing Services (N S W) Pty Ltd (A.C.N 001 897 178) as set out in these terms and conditions of trade or as may amended in future, you should not place an order with Jeffries Printing Services (N S W) Pty Ltd (A.C.N 001 897 178). By placing an order with Jeffries Printing Services (N S W) Pty Ltd (A.C.N 001 897 178) you hereby expressly warrant to Jeffries Printing Services (N S W) Pty Ltd (A.C.N 001 897 178) that you accept these terms and conditions of trade.**

**1. Headings**

- 1.1 In these terms and conditions of trade, headings are for convenience only and do not affect the interpretation of these terms and conditions of trade.

**2. Application of these terms and conditions of trade**

- 2.1 These terms and conditions of trade are incorporated into any contract between Jeffries Printing Services (N S W) Pty Ltd (A.C.N 001 897 178) ("Jeffries Printing") and You, including Your heirs, assignees, successors and personal representatives for the supply of Goods and/or services by Jeffries Printing to You.
- 2.2 Jeffries Printing may revise or amend these terms and conditions of trade at any time at its absolute discretion by posting revised terms to the address provided to Jeffries Printing by You. You agree that, in the event that any portion of these terms and conditions of trade are found to be unenforceable, the remainder of these terms and conditions of trade remain in full force and effect. Any revisions will be effective immediately. By continuing to trade with Jeffries Printing after any revision becomes effective, You agree to be bound by the revised terms and conditions of trade unless You provide notice in writing to Jeffries Printing within 7 days of the date notice of the revised terms and conditions of trade is provided to You by Jeffries Printing. If a dispute arises in this regard, Jeffries Printing must produce written evidence to You of the date notice of the revised terms and conditions of trade was provided to You and that evidence is sufficient and conclusive evidence of the date notice of the revised terms and conditions of trade was provided to You.
- 2.3 These terms and conditions and any variation of them constitutes the entire agreement between You and Jeffries Printing. Subject to any rights the parties may have at law, all previous negotiations, understandings, representations, warranties, memoranda or commitments about the Goods, the subject of these terms and conditions of trade are merged into these terms and conditions of trade and are of no further effect.
- 2.4 No oral explanation or information provided by one party to the other affects the meaning or interpretation of these terms and conditions of trade or constitutes any form of collateral agreement, warranty or understanding.

**3. General**

- 3.1 Unless the context otherwise requires, in these terms and conditions of trade:-
- 3.1.1 the singular includes the plural and vice versa;
- 3.1.2 a reference to a clause is a reference to a clause in these terms and conditions of trade;
- 3.1.3 a reference to You in these terms and conditions of trade or any other document or arrangement includes Your executors, administrators, personal representatives, successors and assignees;
- 3.1.4 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- 3.1.5 a reference to a period of time (including, without limitation, a year, a quarter, a month and a day) is to a calendar period.

#### 4. Applicable law

- 4.1 These terms and conditions of trade are governed by the laws of the State of New South Wales and the laws of the Commonwealth of Australia which are in force in that State. You and Jeffries Printing agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales and the relevant Federal Courts and Courts competent to hear appeals from those Courts.
- 4.2 If you choose to access Jeffries Printing online from a location outside of New South Wales, you are responsible for compliance with the applicable local laws. Jeffries Printing makes no representation that its online content is appropriate or available for use in all locations.

#### 5. Interpretation

- 5.1 In these terms and conditions of trade:-

**“Business Day”** means a day on which Banks are open for general banking business in New South Wales.

**“GST”** means Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**“Goods”** means all present and after acquired Goods produced by Jeffries Printing under an Order;

**“Interest Rate”** means 10% per annum.

**“Inquiry”** means a description of the Works you require Jeffries Printing to complete for You when using the Jeffries Printing online ordering service.

**“Initial Work”** means any and all work performed by Jeffries Printing at your request, regardless of whether such request was express or implied, the performance of which work was necessary to enable the Order to be commenced and which work was not within the reasonable contemplation of Jeffries Printing at the time when Jeffries Printing supplied the Estimate;

**“Jeffries Printing”** means Jeffries Printing Services (N S W) Pty Ltd (A.C.N 001 897 178), of 5/71a Milperra Road, REVESBY, New South Wales, 2212, and its related bodies corporate, personnel, servants and agents.

**“Jeffries Printing fees”** refers in each case to the standard or usual fee charged by Jeffries Printing from time to time in respect of the Order;

**“More Work”** includes all work undertaken by Jeffries Printing as a consequence of your variation, alteration or modification of your instructions in relation to the Order;

**“Order”** means the work required to be done in order to fulfil your instructions;

**“Postage on an Invoice”** includes all costs and expenses incurred by Jeffries Printing in removing the Goods from its premises, whether by way of actual or attempted delivery to You or otherwise, including but not limited to postage charges incurred by Jeffries Printing;

**“Quote”** means an estimate of Jeffries Printing fees for the Order and/or Inquiry.

**“Work”** includes all work undertaken by Jeffries Printing as a consequence of You accepting a Quote in whatsoever written form, whether by email, standard price list submitted to You or otherwise as Jeffries Printing deems fit.

**“You”** means the Customer and if the Customer is an incorporated entity, includes the Director(s) in his/her personal capacity and its related bodies corporate, personnel, servants and agents from time to time, including the Customer's heirs, assignees, successors and personal representatives for the supply of Goods and/or services by Jeffries Printing to the Customer.

#### 6. BUSINESS DAY

- 6.1 If the day on which any act, matter or thing is to be done under these terms and conditions of trade is not a Business Day, that act, matter or thing:
- 6.1.1 if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day; and
- 6.1.2 in all other cases, may be done on the next Business Day.

#### 7. GOODS AND SERVICES TAX

- 7.1 All Quotes and/or Orders are GST inclusive amounts.
- 7.2 Unless otherwise stated, all amounts expressed or described in these and conditions of trade are GST inclusive amounts.
- 7.3 All out of pocket expenses referred to in these terms and conditions of trade are GST inclusive out of pocket expenses.

## **8. QUOTES**

- 8.1 Jeffries Printing may if, requested by You, give to You a Quote, either in writing or orally identifying:
- 8.1.1 the work required to be done in order to fulfil Your instructions; and
- 8.1.2 an estimate of Jeffries Printing fees for the performance of such work.
- 8.1.3 an estimate of Postage on an Invoice likely to be incurred by Jeffries Printing.
- 8.2 Where Jeffries Printing has given You a Quote:
- 8.2.1 Jeffries Printing is not obligated to commence work until the Quote has been accepted by you, which may be accepted either in writing or orally.
- 8.2.2 Acceptance by You of the Quote, whether express or implied, will constitute acceptance by You of these terms and conditions of trade and the work shall be carried out by Jeffries Printing and You shall pay for the work and Postage on an Invoice in accordance with the Quote and these terms and conditions of trade.
- 8.3 Nothing contained in these terms and conditions of trade prohibits Jeffries Printing from amending the Quote before the Order has been completed to take into account any rise or fall in the cost of performing the Order and Jeffries Printing shall notify You of such amendment as soon as practicable thereafter. Upon Jeffries Printing giving You notification of such amendment such amended estimate shall be deemed to be a revised Quote for the purpose of these terms and conditions of trade.
- 8.4 Unless otherwise stated in writing by Jeffries Printing, quoted prices shall not stand for more than 30 business days.
- 8.5 If, before the Quote is prepared, You do not give Jeffries Printing specific instructions in relation to style, type or layout then Jeffries Printing may:
- 8.5.1 use any style, type and layout which, in Jeffries Printing opinion, is appropriate; and
- 8.5.2 charge an additional amount for any additional work required to be done (including the production of additional proofs) as a result of You subsequently altering the style, type or layout used by Jeffries Printing.

## **9. ONLINE ORDERING**

- 9.1 You may purchase Goods via the Jeffries Printing website as follows:-
- 9.1.1 You send an Inquiry to Jeffries Printing; then
- 9.1.2 Jeffries Printing will respond to your Inquiry by providing a Quote; then
- 9.1.3 If the Quote is accepted by You by email, Jeffries Printing will consider that acceptance as an Order.
- 9.2 Upon acceptance of the Quote by You, You expressly acknowledge and warrant to Jeffries Printing that:-
- 9.2.1 Any Order placed by You is an offer by You to purchase a particular product or service for the price (including the Postage on an Invoice) specified at the time You place your Order as outlined in clause 9.1 of these terms and conditions. In the event that the price is not able to be quantified at the time any Order is placed by You (including Postage on an Invoice) Jeffries Printing will by return electronic communication within 72 hours from the date the Order is placed by You, provide a revised Quote for the Work to You (including the Postage on an Invoice) however You agree to pay to Jeffries Printing any costs incurred by Jeffries Printing as a result of attending to your Order before the revised Quote is provided to You.
- 9.2.2 Jeffries Printing may require additional verification or information before accepting any Order. Jeffries Printing may accept Orders from the United States of America, Australia and any other such Country as it deems fit. The same policies as to delivery and returns apply as set out in these terms and conditions of trade.
- 9.2.3 You warrant that all details you provide to Jeffries Printing when placing an Order are current, correct and complete, that You are an authorised user of the credit or debit card used to place your Order and that Your nominated credit or debit card will cover the full cost of the Goods. Upon receiving your Order, Jeffries Printing will carry out a standard pre-authorisation check of your payment method (if applicable) to verify the details submitted and to ensure there are sufficient funds to fulfil the transaction. Goods will not be dispatched

until this pre-authorisation check has been completed. If Jeffries Printing is unable to successfully process debit or credit card payment for your order, we may notify you of dishonour and cancel your Order.

- 9.2.5 If Your Order is accepted by Jeffries Printing, you authorise us to debit the amount that is payable for Your Order from your nominated payment method to pay for the purchase price of the Goods and any applicable Postage on an Invoice.
- 9.2.6 Jeffries Printing reserves the right to reject your Order for Goods purchased through the Jeffries Printing website for any reason, including but not limited to if the Goods or materials used to prepare the Goods are not available, if there is an error in the description or price of the requested Goods as advertised on the Jeffries Printing website or if there is an error in your Order. If Jeffries Printing reject your Order, Jeffries Printing will endeavour to notify you by email of its rejection at the time you place the Order or within a reasonable time thereafter and give You the option of reconfirming your Order, changing your Order or cancelling your Order. If Jeffries Printing is unable to contact You, Jeffries Printing will treat the Order as cancelled. If your Order is cancelled and You have already paid for the Goods, You will receive a full refund.

## **10. INVOICES**

- 10.1 Once the Order is complete, Jeffries Printing will issue an invoice to You for the amount of the Quote (including Postage on an Invoice), or the revised Quote (including Postage on an Invoice) where applicable or if no Quote was provided, for an amount representing Jeffries Printing fees for the work done (including Postage on an Invoice), including More Work done in order to fulfill the Order.
- 10.2 In addition to the amount of the Quote (including Postage on an Invoice), or the revised Quote, or where no Quote was provided, in addition to the amount representing Jeffries Printing fees for the work done, Jeffries Printing may charge You with Jeffries Printing fees incurred for:-
- 10.2.1 any Initial Work performed at Your request;
- 10.2.2 fees for More Work required to be done as a result of Your changing your instructions;
- 10.2.3 fees for More Work required to be done as a result of Your corrections, including repagination or reformatting;
- 10.2.4 fees for having to work from a poor copy;
- 10.2.5 fees for work which involves tables or foreign language and which was not notified to Jeffries Printing before a Quote was prepared;
- 10.2.6 fees and other charges for work required to be done urgently, including any overtime costs;
- 10.2.7 fees for handling or storing the Goods the subject of the Work and/or More Work done by Jeffries Printing for the purposes of the Order;
- 10.2.8 fees for changing or correcting, in order to ensure that the Order is properly produced, any plates, film, artwork or any document including computer files supplied for the purposes of the Order by You;
- 10.2.9 Postage on an Invoice;
- 10.2.10 other charges, Jeffries Printing fees or disbursements referred to in these terms and conditions of trade but not specified in this clause 10.
- 10.3 Jeffries Printing may issue an invoice for the amount of any Quote before commencing the Order where Jeffries Printing has not previously carried out work for You or where Jeffries Printing considers it otherwise prudent to do so. That invoice may include the Jeffries Printing fees set out in clause 10.2 of these terms and conditions.
- 10.4 Jeffries Printing may, in the event that Jeffries Printing is of the view that completing the Order will take more than 30 days, at any time before the Order is completed, issue one or more invoices for a proportion of the amount of the Quote or if no Quote has been provided, a proportion of the amount of the Work (the proportion to be at Jeffries Printing discretion) and require that proportion of the Quote or the Work to be paid in advance of any further work being done.
- 10.5 If the Order is suspended for more than 30 days at Your request or as a result of something for which You are responsible, Jeffries Printing may issue an invoice for a particular sum (to be specified by Jeffries Printing) for the work already done and for other costs incurred by Jeffries Printing (such as storage costs or legal costs).
- 10.6 Jeffries Printing may withhold delivery of any Goods ordered by You (and may refuse to fulfil any further Orders for You) where You are overdue in paying your invoice or invoices or where Jeffries Printing suspects for any reason that You may not be able to pay Your debts as they fall due.

## **11. PAYMENT**

- 11.1 Payment of invoices rendered by Jeffries Printing to You for the Order are payable within 30 days of the invoice being rendered to You, time being of the essence.
- 11.2 The method of payment required by Jeffries Printing must be in Australian dollars and can be in either one or more of the following forms, subject to the following limitations:-

- 11.2.1 **By direct debit**  
 BSB: 082 184  
 Account: 75407 9579  
 Bank: NAB  
 Account Name: Jeffries Printing Services
- 11.2.2 **By cheque**  
 Attach a copy of the Invoice with your cheque and post to Jeffries Printing.
- 11.2.3 Any other such method as deemed appropriate by Jeffries Printing in writing to You.

## 12. INTEREST AND DAMAGES FOR LATE PAYMENTS AND/ OR NON-PAYMENTS

- 12.1 Jeffries Printing may charge interest at the Interest Rate defined in these terms and conditions of trade on amounts not paid within the time specified in clause 11.1.
- 12.2 You must pay to Jeffries Printing all costs, expenses or losses incurred by Jeffries Printing as a result of Your failure to pay to Jeffries Printing all sums outstanding from You to Jeffries Printing, including but not limited to Postage on an Invoice legal costs and expenses and debt collection costs and expenses.

## 13. DELIVERY

- 13.1 Jeffries Printing shall notify You when the Goods the subject of the Work has been completed and is ready for collection.
- 13.2 You must collect the Goods from Jeffries Printing within **5 business days** from Jeffries Printing premises upon being notified by Jeffries Printing that the Goods are ready for collection.
- 13.3 In the event that Jeffries Printing has agreed to deliver the Goods to You, You will bear all Postage on an Invoice, associated with the delivery, including but not limited to any postage charges incurred by Jeffries Printing regardless of whether the Goods contain errors and regardless of whether those errors were corrected by You or not before the Order was completed.

## 14. POSTAGE ON AN INVOICE

- 14.1 For freight in Australia your signature may be required on delivery. If no one is available at the time of delivery, it is your responsibility to arrange to collect the Order from the post office or to arrange for re-delivery with any specified courier company.
- 14.2 Jeffries Printing may deliver to PO Box numbers.
- 14.3 Jeffries Printing are unable to redirect orders once they have been booked for a dispatch or posted.
- 14.4 Jeffries Printing will not be liable for the cost of postage, any extra charges or damages involved in delivering or re-delivering orders regardless of whether the Order contains errors and regardless of whether those errors were corrected by You or not before the Order was completed.
- 14.5 All disputes involving the inability to obtain a signature or the inability to access or locate the delivery address will need to be taken up directly with the transport company and/or Australia Post by You.
- 14.6 Although Jeffries Printing may offer estimated delivery times, Jeffries Printing cannot guarantee delivery times or be held responsible for any delays by our nominated transport company.

## 15. PASSING OF RISK

- 15.1 The risk in the Goods passes to You:
- 15.1.1 If Jeffries Printing delivers the Goods to Your premises, the address of those premises as advised by You – at the time of delivery;
- 15.1.2 otherwise – at the time Jeffries Printing notifies You that the Goods are ready for collection.

## 16. RETENTION OF TITLE

- 16.1 Title in the Goods does not pass to You until You have made payment in full for the Goods and any Postage on an Invoice.
- 16.2 Until You have paid for the Goods in full and any Postage on an Invoice, You agree that property and title in the Goods will not pass to You and Jeffries Printing retains title in the Goods.
- 16.3 If the Goods are in Your possession, You shall hold the Goods as Trustee for Jeffries Printing and must store the Goods so that they are clearly identifiable as the property of Jeffries Printing.

- 16.4 Jeffries Printing may call for and recover possession of the Goods (for which purposes Jeffries Printing employees or agents may enter Your premises and take possession of the Goods without liability to You) and You must deliver the Goods to Jeffries Printing if so directed by Jeffries Printing.
- 16.5 You hereby irrevocably grant to Jeffries Printing permission to enter premises on which any of the Goods are kept in the event that You default or commit any act of bankruptcy, or insolvency, or a receiver or a receiver and manager is appointed, or You go into liquidation, and retake possession of invoiced Goods as a result of non-payment and this is without prejudice to any other rights of Jeffries Printing.
- 16.6 You will be responsible for Jeffries Printing costs and expenses in exercising its rights under clause 16.4 and 16.5.
- 16.7 Where Jeffries Printing exercises any power to enter the premises, that entry will not give rise to an action of trespass or similar action by You against Jeffries Printing, its employees, servants or agents.

## **17. LIEN**

- 17.1 Jeffries Printing shall, in respect of all monies owed to it by You have a general lien on all of Your property in Jeffries Printing's possession and may, after 14 days' notice to You, sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the monies owed.
- 17.2 In the event that any of Your property held by Jeffries Printing enjoys copyright protection in favour of You, You hereby grant to Jeffries Printing a licence to exercise the rights conferred on Jeffries Printing generally under these terms and conditions.

## **18. CHARGE**

- 18.1 You hereby charge in favour of Jeffries Printing any real property, whether registered to You now or in the future, for any unpaid Invoices for which You may be liable, and Jeffries Printing shall be entitled to lodge a Caveat on the title of that property or multiple properties to protect that charge.
- 18.2 If You are a body corporate, the charge contained in clause 18.1 extends to the Director(s) of that body corporate so that Jeffries Printing shall be entitled to lodge a Caveat on the title of any real property or multiple properties registered to the Director of You in his/ her personal capacity to protect that charge.

## **19. DIRECTOR'S GUARANTEE**

- 19.1 If You are a body corporate, You will procure two (2) natural persons over the age of eighteen (18) years of age who are Directors and/or shareholders of You who will unconditionally guarantee the due performance of Your obligations under these terms and conditions of trade and the due and punctual payment by You of all monies payable by You to Jeffries Printing under these terms and conditions of trade within 3 business days of engaging Jeffries Printing to do Work for You.
- 19.2 Such guarantee shall be in the form required by Jeffries Printing and shall be executed and delivered to Jeffries Printing within seven (7) days from the date on which the form of Guarantee is sent to You and this respect time shall be of the essence. Failure by You to comply with this clause 19 shall constitute a breach of these terms and conditions of trade thereby entitling Jeffries Printing to terminate this contract with You.

## **20. PERSONAL PROPERTY SECURITIES ACT, 2009 (CTH), AS AMENDED ("PPSA")**

- 20.1 You acknowledge and agree that:
- 20.1.1 these terms and conditions of trade give rise to a security interest and constitute a security agreement for the purposes of the PPSA; and
- 20.1.2 the security interest is taken in all Goods previously supplied by the Jeffries Printing to You (if any) and all Goods that will be supplied in the future by Jeffries Printing to You during the continuance of the parties' relationship.
- 20.2 You undertake to:
- 20.2.1 sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which Jeffries Printing may reasonably require to register a financing statement on the Personal Property Securities Register;
- 20.2.2 reimburse Jeffries Printing for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register;
- 20.2.3 give to Jeffries Printing not less than 14 days' prior written notice of any proposed change in Your name and/or any other change in Your details.
- 20.2.4 provide any such additional details as may be required by Jeffries Printing.

- 20.3 You expressly waive any rights under the PPSA until title of the Goods passes to You pursuant to:-
- 16.3.1 s95 of the PPSA
  - 16.3.2 s118 of the PPSA
  - 16.3.3 s121(4) of the PPSA
  - 16.3.4 s129 of the PPSA
  - 16.3.5 s130 of the PPSA
  - 16.3.6 s132(2) of the PPSA
  - 16.3.7 s132(4) of the PPSA
  - 13.3.8 s135 of the PPSA
  - 13.3.9 s137(2) of the PPSA
  - 13.3.10 s142 of the PPSA
  - 13.3.11 s143 of the PPSA
  - 13.3.12 s157(1) and 157(3) of the PPSA

20.4 You hereby consent to Jeffries Printing recording the details of these terms and conditions on the Personal Property Security Register and agree to do all such things as are necessary and reasonably required by Jeffries Printing to effect such registration.

20.5 You expressly waive any right or entitlement to receive notice of the registration of any security interest created by this instrument on the Personal Property Security Register.

20.6 You agree that where Jeffries Printing has rights in addition to those under Part 4 of the PPSA, those rights will continue to apply.

## 21. DISCLAIMER OF LIABILITY

21.1 In the event that Jeffries Printing submits a Proof of the Goods, Jeffries Printing will not be responsible for any errors in the Goods which appeared in the Proof and which were not corrected by You before the Order was completed.

21.2 Jeffries Printing will not be liable to pay postage on invoice, notwithstanding any dispute which may be raised by You with respect to the Works completed by Jeffries Printing. All Postage on an Invoice are to be paid by You within Jeffries Printing trading terms regardless of whether there is a dispute concerning the Works.

21.3 Jeffries Printing disclaims all conditions and warranties whether expressed or implied, and all rights and remedies conferred on You, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any non-excludable rights to the extent permitted by law, the liability of Jeffries Printing for a breach of a non-excludable right is limited, at Jeffries Printing option, to the total cost of the Invoice plus any Postage on an Invoice incurred by Jeffries Printing.

21.3 Notwithstanding any other provision of these terms and conditions of trade, Jeffries Printing is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate You for:

21.3.1 any increased costs or expenses;

21.3.2 any loss of profit, revenue, business, contracts or anticipated savings;

21.3.3 any loss or expense resulting from a claim by a third party; or

21.3.4 any special, indirect or consequential loss or damage of any nature whatsoever caused by Jeffries Printing's failure to complete or delay in completing the Order or to deliver the Goods.

21.3.5 any postage on invoice.

21.4 Without limiting the generality of the foregoing clauses, Jeffries Printing will not be liable to:-

21.4.1 You or any other person or entity for loss, however caused, of any data stored on disks, tapes, compact disks or other media supplied by You to Jeffries Printing;

21.4.2 You or any other person for the damage, loss or destruction of any property of Yours or any other person or entities provided by You to Jeffries Printing, in the possession of Jeffries Printing unless the loss or damage is due to the failure of Jeffries Printing to exercise due care and skill in handling or storing the property.

21.5 You agree to indemnify and will keep Jeffries Printing indemnified against any claim, demand, injury, damage, loss, expense, cost or liability (whether direct or indirect) made against or suffered by Jeffries Printing (or its related bodies corporate, personnel, servants and agents) in connection with your breach of these terms and conditions of trade or your breach of any rights of third parties.

21.6 Jeffries Printing may at any time set-off amounts owed by Jeffries Printing to You from the amounts owed by You to Jeffries Printing. Jeffries Printing will ordinarily apply payments against the oldest outstanding amount due but is not obligated to do so.

## 22. NO WAIVER

- 22.1 A power or right is not waived solely because the party entitled to exercise that power or right does not do so.
- 22.2 A single exercise of a power or right will not preclude any other or further exercise of that power or right or of any other power or right.
- 22.3 A power or right may only be waived in writing, signed by the party to be bound by the waiver.

### **23. GENERAL**

- 23.1 The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these terms and conditions of trade and there are rights and remedies conferred on You in relation to the provision of the Goods or of services which cannot be excluded, restricted or modified by agreement.
- 23.2 If Jeffries Printing has to obtain material (including typefaces, film, plates, ornaments or artwork) and/or services not normally stocked or supplied by Jeffries Printing from a third party in order to carry out Your instructions:
- 23.2.1 Jeffries Printing will not be liable for any breach of these terms and conditions of trade if that breach is a result of or is connected with the supply by the third party of such Goods and/or services.
- 23.2.2 Jeffries Printing acquires such Goods and/or services as agent for You and not as principal and will have no liability to You in relation to the supply of those Goods and/or services. Any claim by the You in relation to the supply of those Goods and/or services must be made directly against the third party.
- 23.2.3 You must pay for such Goods and/or services.
- 23.3 If Jeffries Printing and You agree that You are responsible for supplying materials or equipment for the purposes of the Order:
- 23.3.1 You must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by Jeffries Printing.
- 23.3.2 Jeffries Printing will not normally count or check the materials and if requested by You to do so, may charge for counting or checking.
- 23.3.3 Jeffries Printing will not be responsible for any defects in the Goods which are caused by defects in or the unsuitability of materials or equipment supplied by You.
- 23.4 If You leave property in Jeffries Printing possession without specific instructions as to what is to be done with it, Jeffries Printing may, 12 months after gaining possession of the property, dispose of or sell the property and retain any proceeds of sale as compensation for holding and handling the property.
- 23.5 Jeffries Printing has no obligation to insure any property of Yours in Jeffries Printing possession. You must pay the cost of any insurance arranged by Jeffries Printing at Your request.
- 23.6 Unless Jeffries Printing and You agree otherwise, drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, plates or cylinders, electros, stereos, discs, tapes, compact discs, or other media or data and other material produced by Jeffries Printing in the course of or in preparation for performing the Order (whether or not in fact used for the purposes of performing the Order) are the property of Jeffries Printing.
- 23.7 All disks, tapes, compact disks or other media (other than media supplied by You) used by Jeffries Printing to store data for the purposes of completing the Order are the property of Jeffries Printing. You cannot require Jeffries Printing to supply to You any data so stored. In the event that Jeffries Printing does supply any data so stored or created Jeffries Printing may charge for supplying such data to You.
- 23.8 Jeffries Printing will not be responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed. If Jeffries Printing agrees to store such data, Jeffries Printing may charge for doing so.
- 23.9 You agree to accept service of any document required to be served, including any notice under these terms and conditions or the PPSA or any originating process, by prepaid post at any address nominated by You at any time.

### **24. COPYRIGHT**

- 24.1 Copyright in all artistic and literary works authored by Jeffries Printing shall be the property of Jeffries Printing.
- 24.2 You hereby warrant that You:-
- 24.2.1 have copyright in or a licence to authorise Jeffries Printing to reproduce, all files/ artistic works supplied by You to Jeffries Printing for the purposes of the Order and You hereby expressly authorize Jeffries Printing to reproduce all and any of such works for the purposes aforesaid;
- 24.2.2 hereby indemnify and agree to keep indemnified Jeffries Printing against all liability, losses, damages or expenses incurred by Jeffries Printing in relation to or in any way directly or indirectly connected with any

breach of copyright or of any rights in relation to copyright in such artistic works supplied by You; and

24.2.3 You hereby grant a non-exclusive licence to use the copyright in any artistic works authored by Jeffries Printing for the purposes of the Order. However the exercise of such licence shall be conditional upon Jeffries Printing having received all monies due to Jeffries Printing under these terms and conditions of trade.

24.3 Jeffries Printing may use your artwork in its own promotional material as samples of its services and products.

## **25. CONFIDENTIALITY**

25.1 You must keep confidential and not use any ideas communicated by Jeffries Printing to You without Jeffries Printing written consent.

## **26. FORCE MAJEURE**

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

## **27. TERMINATION**

27.1 Your ability to purchase Goods from Jeffries Printing may be terminated by Jeffries Printing at any time without notice. All restrictions, licences granted by You and limitations of Jeffries Printing liability will survive termination.

## **28. DISPUTES**

28.1 In the event of any problem with your Order, Jeffries Printing's total liability to You is strictly limited to its total Invoice value for the Order and You agree that Jeffries Printing is not liable for any other damages or consequential losses You may incur, whether that be for any postage or courier charges or any claim, including but not limited to a defamatory suit/ action, demand, injury, damage, loss, expense, cost or liability (whether direct or indirect) made against or suffered by You in connection with the Work or More Work performed by Jeffries Printing at your instruction, your breach of these terms and conditions or your breach of any rights of third parties.

28.2 You need to advise Jeffries Printing within two (2) working days after receiving your Order of any discrepancy or problem with your Order. After two (2) working days, You are deemed to have accepted the Goods.

28.3 Claims cannot be considered until Jeffries Printing inspects returned Goods. Goods must be returned at your expense.

28.4 Claims can only be considered if the Goods are not completed in accordance with Your instructions. Claims cannot be considered if You have modified the Goods in any way.

28.5 Two (2) working days must be allowed for us to process your request upon receiving your parcel. However, in the event the Invoice rendered by Jeffries Printing contains costs incurred by Jeffries Printing for Postage on an Invoice, Jeffries Printing is not obliged to process your request until such time as the Postage on an Invoice, are paid in full by You to Jeffries Printing.

## **29. COSTS**

29.1 You must pay for your own legal, accounting and business costs and all costs incurred by Jeffries Printing relating to any default of these terms and conditions by You. You must also pay for all stamp duty and other taxes payable on these terms and conditions (if any).

29.2 You must pay for Jeffries Printing costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy against You, including collection costs, debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by You to Jeffries Printing irrespective of whether pursuit of the recovery action, claim or remedy is successful.

29.3 You acknowledge and agree that payments by You will be applied by Jeffries Printing in the following order:-

29.3.1 In payment of any and all collection costs and legal costs;

29.3.2 In payment of any interest incurred;

29.3.3 In payment of any outstanding invoices.

29.4 In the event Jeffries Printing seeks to enforce a purchase money security interest under the PPSA over collateral or proceeds (as defined in the PPSA), payments received by You will be allocated in a manner at Jeffries Printing sole discretion, so as to apply those monies to the unpaid balance of the debt to the purchase money obligation in respect of the collateral and/or proceeds over which Jeffries Printing seeks to enforce its purchase money security interest.

29.5 If payments have been allocated by Jeffries Printing to invoices in its business records, Jeffries Printing may, at its sole discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever and at any time at Jeffries Printing sole discretion, including in a manner which is inconsistent with clause 29.3.

### 30 **PRIVACY**

30.1 When you place Your Order, You may be asked for:-

- 30.1.1 Your full name
- 30.1.2 Your e-mail address
- 30.1.3 Your mailing address
- 30.1.4 Your delivery address and any special delivery instructions
- 30.1.5 Your phone number.
- 30.1.6 Your credit card details
- 30.1.7 Any other such personal information as Jeffries Printing deems fit to process your Order and as permitted by law.

30.2 Without collecting personal information we may be unable to provide our services to You.

30.3 Jeffries Printing will use the information set out in paragraph numbered 30.1 above to enable the processing of Your Order, processing of any future Orders, to provide information and updates regarding Your Order. You agree to this use by Jeffries Printing.

30.4 Jeffries Printing may share the information set out in paragraph numbered 30.1 and any other such information provided by You to Jeffries Printing as necessary to complete the Order and You agree to this.

30.5 Jeffries Printing has a commitment to privacy in accordance with the Privacy Act 1988 (Cth) (**Privacy Act**). Jeffries Printing is bound by the Privacy Act and the Australian Privacy Principles contained in the Privacy Act. Jeffries Printing only collects personal information as required by law and as set out in paragraph 30.1 of these terms and conditions of trade. In particular, the Privacy Act authorises Jeffries Printing to collect personal information in various ways and in certain circumstances. This Privacy Policy is provided to make You aware of how Jeffries Printing collects, uses and manages personal information. It also provides You with information about how you can access your personal information.

30.5 The type of personal information Jeffries Printing collects, and how it is collected, includes, but may not be limited to:

- Information You provide to Jeffries Printing at our request, your name and address and, when you use our website, your domain name, email address, and information on what pages you access;
- Information that may be provided to us by a credit reporting body and information relating to payment of our accounts; and
- Information we collect in the course of acting for You.

30.6 While Jeffries Printing will endeavour to ensure that the personal information collected from You is up to date and complete, Jeffries Printing will assume that any personal information provided by You is free from errors and omissions, is not misleading or deceptive and complies with all relevant laws.

30.7 Jeffries Printing will rely on the personal information provided by You. Jeffries Printing will not check or verify the accuracy of any personal information it obtains from You or other persons.

30.8 You should provide Jeffries Printing with details of any changes of your personal information as soon as reasonably practicable following such change.

30.9 Jeffries Printing may disclose certain information about You to credit reporting bodies (**CRBs**), for example if You fail to meet payment obligations. The CRB may include such information in reports provided to credit providers to assist them in assessing your credit worthiness. Jeffries Printing may disclose information to the following CRBs:

Veda Advantage  
Phone: 1300 850 211  
Web: [www.mycredi-file.com.au](http://www.mycredi-file.com.au)

CreditorWatch  
Phone: 1300 501 312  
Web: [www.creditorwatch.com.au](http://www.creditorwatch.com.au)

Dun and Bradstreet  
Phone: 1300 374 806  
Web: [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)

Experian  
Phone: 1300 784 134

Web: [www.experian.com.au](http://www.experian.com.au)

REF: 17-0061.DF.171010v7