

Terms and Conditions of Trade

Standard Terms and Conditions of Supply of Goods and Trade

AdPrint Digital Pty Ltd supplies goods, print, signage, digital production and related services to the Customer on the following terms. These Terms and Conditions apply to all consumers and customers, whether trading on an approved commercial credit account or on a non-account/cash-sale basis. By requesting a quotation, placing an order, approving artwork, accepting delivery, using the Goods, or paying an invoice, the Customer accepts these Terms and Conditions in full.

1. Definitions and Interpretations

- a) AdPrint Digital means AdPrint Digital Pty Ltd, its successors and assigns, and any person acting with its authority.
- b) Agreement means the agreement for the supply of Goods and/or Services by AdPrint Digital to the Customer under these Terms and Conditions.
- c) Customer means the person, business, company, trustee, partnership or entity purchasing or requesting the Goods or Services.
- d) Goods means all printed products, signage, digital products, supplied materials, deliverables and any related Services supplied by AdPrint Digital.
- e) Price means the amount payable for the Goods or Services, plus GST and any applicable freight, delivery, artwork, production, variation or other charges.
- f) Services means design, artwork, production, installation, finishing, consultation, delivery and other work performed by AdPrint Digital.
- g) Terms means these Standard Terms and Conditions of Supply of Goods and Trade.

2. Agreement and Acceptance

- a) These Terms apply to all quotations, orders, invoices, credit applications and supplies unless AdPrint Digital agrees otherwise in writing.
- b) If there is any inconsistency between these Terms and any Customer purchase order or other document, these Terms prevail unless expressly varied in writing by AdPrint Digital.
- c) The Customer warrants that any person placing an order or approving artwork on its behalf has authority to bind the Customer.
- d) Electronic acceptance, email approval, online approval or other written approval is sufficient acceptance of these Terms and any applicable quotation or proof.

3. Quotations, Orders and Variations

- a) Quotations are valid for the period stated in the quotation, or otherwise for thirty (30) days from issue.
- b) Prices may change if specifications, quantities, materials, delivery requirements, exchange rates, supplier costs, production requirements or timeframes change.
- c) Any variation requested by the Customer may result in additional charges and may affect delivery times.
- d) AdPrint Digital may decline, suspend or cancel an order where the Customer has exceeded credit limits, has overdue amounts, has not supplied required information, or has not approved proofs or specifications.

4. Artwork, Proofs and Customer Materials

- a) The Customer is responsible for checking all artwork, proofs, specifications, dimensions, spelling, grammar, colours, quantities and delivery details before approval.
- b) Production may proceed once artwork or proofs are approved. AdPrint Digital is not liable for errors or omissions approved by the Customer.
- c) Colours shown on screens, proofs or samples are indicative only and may vary due to materials, printing processes, finishing, lighting and production tolerances.
- d) The Customer warrants that any artwork, logos, images, fonts, files, copy or materials supplied to AdPrint Digital do not infringe any third-party rights and are suitable for production.
- e) AdPrint Digital may charge for file correction, pre-press work, artwork recreation, colour matching, proofs, reprints or production changes requested by the Customer.

5. Price and Payment

- a) The Customer must pay the Price in accordance with the payment terms specific on the approved Commercial Credit Account Application, the quotation, or the invoice. If the customer does not hold an approved credit account, payment is strictly due on the date of invoice (payment in-advance or cash-sale basis).
- b) AdPrint Digital may require payment in advance, a deposit, progress payments or payment on delivery before commencing or completing any order.
- c) Price incurs GST; Prices show on quotes and invoices as a subtotal plus GST to calculate the total amount due. This applies to all line items (including goods, services, consumables, artwork, freight, installation, handling, and third-party fees). Overdue invoices attract a flat, GST-free late fee.
- d) Payment may be made by electronic funds transfer, credit card, cash or other method accepted by AdPrint Digital. Surcharges may apply where permitted by law.
- e) Except to the extent prohibited or restricted under the *Australian Consumer Law*, the Customer must not set off, deduct or withhold payment because of any dispute, counterclaim or alleged defect.
- f) AdPrint Digital may allocate payments received from the Customer to any outstanding invoice or debt at its discretion.

6. Delivery, Collection and Risk

- a) Delivery occurs when the Goods are collected by the Customer or its carrier, or when AdPrint Digital or its carrier delivers the Goods to the Customer's nominated address.
- b) Delivery dates are estimates only. AdPrint Digital will use reasonable endeavours to meet agreed timeframes but is not liable for delay caused by third parties, external supply failures, or matters outside its direct, reasonable control.
- c) Risk in the Goods passes to the Customer on delivery or collection, including where Goods are left at an unattended location at the Customer's request.
- d) The Customer must ensure that delivery locations are accessible, safe and ready for delivery or installation. Additional charges may apply for failed delivery, waiting time, redelivery or storage.
- e) AdPrint Digital may deliver Goods in instalments and invoice each instalment separately.

7. Title and Personal Property Securities

- a) Title to the Goods remains with AdPrint Digital until the Customer has paid all amounts owing to AdPrint Digital in full.
- b) Until title passes, the Customer holds the Goods as bailee, must keep them identifiable and insured, and must not grant any security interest over them.
- c) The Customer grants AdPrint Digital a security interest in the Goods and their proceeds to secure payment of all amounts owing.
- d) The Customer must do anything reasonably required by AdPrint Digital to register, maintain, enforce or protect any security interest under the *Personal Property Securities Act 2009 (Cth)*.

8. Defects, Returns and Consumer Guarantees

- a) The Customer must inspect the Goods on delivery and notify AdPrint Digital in writing of any visible defect, damage, shortage or non-conformity within 48 hours.
- b) AdPrint Digital must be given a reasonable opportunity to inspect any Goods the Customer claims are defective.
- c) Subject to the *Australian Consumer Law* and any non-excludable guarantees, AdPrint Digital's liability is limited, at its option, to replacing the Goods, repairing the Goods, resupplying the Services, or refunding the amount paid for the affected Goods or Services.
- d) Custom, personalised, printed, special-order or non-stock Goods are not returnable unless required by law or agreed by AdPrint Digital in writing.
- e) AdPrint Digital may accept returns of non-defective Goods at its discretion and may charge handling, restocking, freight or other costs.

9. Intellectual Property

- a) All copyright, designs, drawings, concepts, production methods, templates, files and intellectual property created by AdPrint Digital remain the property of AdPrint Digital unless expressly assigned in writing.
- b) The Customer receives only the finished Goods unless AdPrint Digital agrees to supply editable files, native files, working files or production files.
- c) The Customer indemnifies AdPrint Digital against any claim arising from materials, instructions, artwork, branding or content supplied by or on behalf of the Customer.
- d) Unless the Customer advises otherwise in writing, AdPrint Digital may display or refer to completed work for portfolio, marketing or promotional purposes.

10. Default and Recovery Costs

- a) If the Customer fails to pay any amount by the designated due date, AdPrint Digital reserves the right to charge a flat late payment fee of \$25.00 for every 14-day period that the invoice remains overdue. This fee applies to all customers (whether trading on an approved commercial credit account or a non-account/cash basis) and may be issued as a secondary invoice or invoices.
- b) The Customer must pay all reasonable costs incurred by AdPrint Digital in recovering overdue amounts, including debt recovery fees, reasonable legal costs on a solicitor-client basis, administration costs and bank dishonour fees.
- c) AdPrint Digital may suspend production, delivery, credit, further supply or any incomplete order until overdue amounts are paid.
- d) All amounts owing become immediately due if the Customer becomes insolvent, exceeds a credit limit, breaches these Terms, or AdPrint Digital reasonably considers the Customer may be unable to pay.

11. Cancellation and Suspension

- a) The Customer may not cancel an order once production, procurement, artwork, special ordering or custom work has commenced unless AdPrint Digital agrees in writing.
- b) If the Customer cancels an order, the Customer must pay all reasonable costs, losses, work performed, materials ordered, third-party charges and loss of profit incurred by AdPrint Digital.
- c) AdPrint Digital may cancel or suspend supply where materials are unavailable, the Customer is in default, a supplier fails to supply, or circumstances beyond AdPrint Digital's reasonable control affect performance.

12. Privacy and Confidential Information

- a) Each party must keep confidential information received from the other party confidential and use it only for the purposes of the Agreement.
- b) AdPrint Digital may collect, use, store and disclose personal information as reasonably required to provide Goods or Services, administer accounts, assess credit, process payments, manage delivery and recover debts.
- c) The Customer consents to AdPrint Digital obtaining and exchanging credit information with credit reporting bodies, trade insurers, debt collection agencies, legal advisers and related service providers when lawful and reasonably necessary.
- d) AdPrint Digital will handle personal information in accordance with applicable privacy laws.

13. Limitation of Liability

- a) Nothing in these Terms excludes, restricts or modifies any right, remedy, guarantee or warranty that cannot lawfully be excluded.
- b) To the maximum extent permitted by law, AdPrint Digital is not liable for indirect, consequential, special or economic loss, loss of profit, loss of opportunity, loss of goodwill, production downtime or business interruption.
- c) To the maximum extent permitted by law, AdPrint Digital's aggregate liability is limited to the Price paid by the Customer for the affected Goods or Services.

14. Force Majeure

- a) Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including supplier failure, freight disruption, equipment failure, industrial action, pandemic, fire, flood, storm, accident, war, terrorism, government action or shortage of materials.

15. Notices

- a) Notices may be given by hand, post, courier or email to the last known address or email address of the relevant party. A notice sent by email is taken to be received when sent unless the sender receives an automated delivery failure notice.

16. General

- a) If any provision of these Terms is invalid or unenforceable, the remaining provisions continue in full force.
- b) A failure or delay by AdPrint Digital to enforce any right is not a waiver of that right.
- c) The Customer must not assign its rights or obligations without AdPrint Digital's prior written consent. AdPrint Digital may assign or subcontract its rights or obligations where reasonably required.
- d) These terms are governed by the laws of the Australian Capital Territory, and the parties submit to the courts of that jurisdiction.
- e) These terms may be updated by AdPrint Digital for future transactions by giving notice to the customer or making updated terms available on the providers website.