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APPLICATION TO OPEN AN ACCOUNT

Customer's Trading Name:

Registered Business Name:

Registered Address:

Business Address:

Postal Address:

Email Address:

Telephone: Facsimile:

Contact for purchasing: Contact for accounts:

(If incorporated)

Company Name:

A.B.N.: (the "Customer")

(if subsidiary of company, name of ultimate holding company)

Company Name:

A.B.N.:

(If sole trader/partnership fill in names of sole trader, partners, if company, fill in names etc of directors)

1. Name:

Driver's Licence No:

Private Address:

Tel: Fax:

2. Name:

Driver's Licence No:

Private Address:

Tel: Fax:

3. Name:

Driver's Licence No:

Private Address:

Tel: Fax:

(If sole trader/partnership, the "Customer". If more than 3 directors/partners, please write further details overleaf.

Type of Business:

Date of Establishment:

Name and Address of Bank:

.....

Branch Number:

Account Number:

Trade References – Please supply Names and Phone Numbers of your Major Suppliers:

1. Phone:

2. Phone:

3. Phone:

Amount of monthly credit required: \$.....

1. The Customer makes an application for credit account with W.R. Bright & Sons (Fairfield) Pty Ltd t/as Bright Print ("Bright Print") and agrees to pay all amounts due to Bright Print from time to time promptly and in accordance with Bright Print's standard Trading Terms and Conditions, which are 30 days from last day of month of invoice.
2. The Customer warrants to Bright Print the accuracy of the information provided in this form. The Customer acknowledges that Bright Print will rely on the truth and accuracy of the information provided by the Customer herein in considering the Customer's credit application. In addition to any other remedies that may be available to Bright Print, the Customer's credit sale account may be suspended or terminated and all amounts outstanding will become immediately repayable in the event the particulars provided by the Customer in this application are inaccurate or misleading in any significant respect.
3. The Customer agrees to allow Bright Print to obtain information on the Customer's Credit standing from whatever source Bright Print deems appropriate, including any credit reference agency.
4. The Customer agrees that Bright Print's Trading Terms and Conditions, as attached to this Form, will govern all transactions between Bright Print and the Customer and the terms and conditions referred to on any order forms that may be used by the Customer will not apply, unless agreed to in writing to the contrary by Bright Print. The Customer agrees:
 - (a) it has been provided with a copy of Bright Print's standard Trading Terms and Conditions;
 - (b) it has had the opportunity to read the standard Trading Terms and Conditions; and
 - (c) to be bound by the standard Trading Terms and Conditions set out in the document attached to this Credit Application Form.
5. The Customer authorises Bright Print to provide its opinion with respect to the Customer's credit standing with Bright Print to further credit providers of the Company, if requested to do so by the Company.
6. I certify that I am authorised to sign this form for and on behalf of the Customer and that the information given above is correct.

Signed:Date:

Please print full name:

Position:

In accordance with National Privacy Principles the personal information you have disclosed in your application for credit with Bright Print will only be disclosed to the credit referees nominated for the purposes of dealing with your credit application. For further information regarding the privacy of your application contact Debbie Burgess on (02) 9757 3000.

Personal/Directors Deed of Guarantee and Indemnity

IN CONSIDERATION of W.R.Bright & Sons (Fairfield) Pty Ltd t/as Bright Print and its successors and assigns ("the Company") at the request of the Guarantor (as is now acknowledged) supplying and continuing to provide credit to:

..... ("the Customer") [insert Company name/trading name]

I/WE (also referred to as the "Guarantor/s") jointly and severally agree, as witnessed by our execution of this Guarantee:

1. **TO GUARANTEE** the due and punctual payment of all debts now due or to become due by the Customer to the Company in respect of goods and services supplied or to be supplied by the Company to the Customer or any liability of the Customer to the Company, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Company. If for any reason the Customer does not pay any amount owing to the Company the Guarantor will immediately on demand pay the relevant amount to the Company.
2. **TO HOLD HARMLESS AND IDEMNIFY** the Company on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by, or assessed against, the Company in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of moneys owing to the Company by the Customer including the enforcement of the Guarantee and Indemnity, and including but not limited to the Company's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - (c) moneys paid by the Company with the Customer's consent in settlement of a dispute that arises or results from dispute between the Company, the Customer and a third party or any combination thereof, over the supply of goods and/or services by the Company to the Customer.
3. That this Guarantee and Indemnity is a continuing obligation and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Company by the Customer and all obligations herein have been fully paid satisfied and performed.
4. That no granting of credit, extension or further credit, or granting of time and no waiver, indulgence or neglect to sue on the Company's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under the Guarantee and Indemnity of any Guarantor.
5. That without affecting the Customer's obligations to the Company each of us is jointly and severally liable as amongst ourselves and with the Customer for all amounts owed by the Customer to the Company and that the Company is at liberty to act as though any one of us was the principal debtor and we hereby waive all and any of our rights as surety which may at any time be inconsistent with any provision.
6. That this Guarantee and Indemnity is revocable at any time as to future transactions by the service of written notice on the Company's place of business and we agree that we remain liable for all debts of the Customer to the Company up to and including the transaction immediately prior to the service of the notice.
7. If any payment received or recovered by the Company is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Company shall each be restored to the position in which they would have been had no such payment been made.
8. That this Guarantee and Indemnity is enforceable against all of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may not have executed this Guarantee and indemnity.
9. That otherwise this Guarantee and Indemnity continues notwithstanding:
 - (a) a change in the constitution of the partnership or company notwithstanding Section 18 of the Partnership Act or any other enactment;
 - (b) the Customer's business is assigned or in any way transferred to a different party;
 - (c) a summons or application is filed for the winding-up of the Customer or a resolution is passed for the winding-up of the Customer, whether provisionally or otherwise; or
 - (d) where a judgment is granted against the Customer and that judgment remains unsatisfied or unappealed for a period of fourteen (14) days after the date of such judgment.
10. **That the guarantors have recognised their right to seek independent legal and financial advice on the documents before executing this Guarantee and Indemnity and that the Company is under no obligation to provide the guarantors with legal and financial advice as to the consequences and effect of these documents nor to explain these documents to the guarantors.**

- 11. I/We irrevocably authorise the Company to obtain from any person or company any information which the Company may require for credit reference purposes. I/We further irrevocably authorise the Company to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Company as a result of this Guarantee and Indemnity being actioned by the Company.
- 12. The above information is to be used by the Company for all purposes in connection with the Company considering this Guarantee and indemnity and the subsequent enforcement of the same.

Signed as a Deed by

In the presence of:

GUARANTOR – 1

SIGNED: **FULL NAME:**

PRESENT ADDRESS:

.....

SIGNATURE OF WITNESS: **OCCUPATION:**

FULL NAME OF WITNESS:

PRESENT ADDRESS:

.....

Dated this **day of** **.2011**

Signed as a Deed by

In the presence of:

GUARANTOR – 2

SIGNED: **FULL NAME:**

PRESENT ADDRESS:

.....

SIGNATURE OF WITNESS: **OCCUPATION:**

FULL NAME OF WITNESS:

PRESENT ADDRESS:

.....

Dated this **day of** **.2011**

Note: If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s)

WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT.

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Application of these Terms and Conditions

These terms and conditions are incorporated into any contract between a Printer and Customer for the supply of Goods and/or services by the Printer to the Customer.

1.2 Interpretation

In these Terms and Conditions:

“**Business Day**” means a day on which banks are open for general banking business in the State or Territory in which the Printer’s premises are located;
“**Customer**” means any person or corporation purchasing Goods and/or services from the Printer.
“**Estimate**” means the estimate referred to in sub-clause 2.1 (b) (and as may be amended in accordance with clause 2.4);
“**Goods**” means the final goods produced by the Printer in accordance with the Order;
“**GST**” means A New Tax System (Goods and Services Tax) Act, 1999;
“**Interest Rate**” means the aggregate of two percentum (2%) and the rate of interest expressed as a percentage per annum charged by the Commonwealth Bank of Australia from time to time on Overdraft Accounts exceeding One Hundred Thousand Dollars;
“**Order**” means the work required to be done in order to fulfil the Customer’s instructions;
“**Printer**” means W.R. Bright & Sons (Fairfield) Pty Ltd t/as Bright Print.
“**Quote**” means the quote described in clause 2.1.
“**Written**” means original, facsimiled or emailed document.

1.3 General

In these Terms and Conditions, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a clause is a reference to a clause of these Terms and Conditions;
- (c) a reference to a party to these Terms and Conditions or any other document or arrangement includes that party’s executors, administrators, successors and permitted assigns;
- (d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (e) a reference to a period of time (including, without limitation, a year a quarter, a month and a day) is to a calendar period.

1.4 Headings

In these Terms and Conditions, headings are for convenient reference only and do not affect interpretation.

1.5 Business Day

If the day on which any act, matter or thing is to be done under this agreement is not a Business Day, that act, matter or thing;

- (a) if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day; and
- (b) in all other cases, may be done on the next Business Day.

2. QUOTES

2.1 Printer to supply quote

The Printer may if, requested by the Customer, give the Customer a quote specifying:

- (a) the work required to be done in order to fulfil the Customer’s instructions; and
- (b) an estimate of the Printer’s charge for the performance of such work.

2.2 Acceptance by Customer

Where the Printer has given the Customer a Quote:

- (a) The Printer need not commence work until the Quote has been accepted by the Customer.
- (b) The Customer may accept the Quote by instructing (orally or in writing) the Printer to commence work.
- (c) Acceptance by the Customer of the Quote will constitute acceptance by the Customer of these Terms and Conditions.

2.3 Quote evidence of instructions

If a written Quote is accepted by the Customer, the work the subject of the Quote shall be carried out and the Customer shall pay for the work in accordance with these Terms and Conditions.

2.4 Printer may revise Estimate

The Printer may amend any Estimate before the Order has been completed to take into account any rise or fall in the cost of performing the Order and the Printer shall notify the Customer of such amendment as soon as practicable thereafter. Upon the Printer giving the Customer notification of such amendment such amended estimate shall be, the Estimate for the purposes of these Terms and Conditions.

3. CHARGES

3.1 Cancelled Orders

The Customer agrees to compensate the Printer for any reasonable costs incurred for work done and materials used to date of cancellation of any Quote accepted or Order placed which is subsequently cancelled prior to completion.

3.2 Invoice

Subject to clause 5.3, when the Order has been completed, the Printer will issue an Invoice to the Customer for the amount of Estimate or, if no Estimate was made, for an amount representing the Printer’s charge for the work done in filling the Order, and for any of the charges specified in clause 3.3.

3.3 Additional Charges

In addition to the amount of the Estimate, or where no Estimate was given, in addition to the amount representing the Printer’s charge for the work done, the Printer may charge to the Customer, with the Customer’s prior consent:

- (a) fees for any preliminary work performed at the Customer’s request;
- (b) fees for additional work required to be done as a result of the Customer changing his, her or it’s instructions;
- (c) fees for having to work from poor copy;
- (d) fees for work which involves tables or foreign language and which was not notified to the Printer before the Quote was prepared;
- (e) fees for additional work required to be done as a result of author’s corrections, including repagination or reformatting;
- (f) fees for additional work required to be done urgently, including any overtime cost;
- (g) fees for handling or storing material or equipment supplied by the Customer for the purpose of the Order;
- (h) fees for changing or correcting, in order to ensure that the Goods are properly produced, any plates, film, bromides, artwork or any document including computer files supplied for the purposes of the Order by the Customer;
- (i) freight costs and charges; and
- (j) other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause.

3.4 For the purposes of these Terms and Conditions:

- (a) The term “**Printer’s charge**” refers in each case to the standard or usual fee charged by the Printer from time to time in respect of the Order.
- (b) The term “**preliminary work**” means all and any work performed by the Printer at the Customer’s express or implied request, the performance of which work was necessary to enable the Order to be commenced and which work was not within the reasonable contemplation of the Printer at the time when the Printer supplied the Estimate.
- (c) The term “**additional work**” includes all work undertaken by the Printer as a consequence of the Customer’s variation, alteration or modification of it’s instructions in relation to the Order.
- (d) The term “**freight costs and charge**” includes all costs and expenses incurred by the Printer in removing the Goods from it’s premises, whether by way of actual or attempted delivery to the Customer or otherwise.

4. DELIVERY

4.1 Collection

- (a) The Customer must collect Goods from the Printer’s premises upon being notified by the Printer that the Goods are ready for collection. If the Printer agrees to deliver the Goods, the Customer shall bear all freight costs and charges of such delivery.
- (b) The times quoted for delivery are estimates only and the Printer accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of the Printer.

4.2 Rejection

Subject to clause 7.1 the Customer may only reject the Goods if they do not comply with the Customer’s instructions. If the Customer wishes to reject the Goods, the Customer must notify the Printer of the rejection:

- (i) if the Printer agrees to deliver the Goods to the Customer’s premises – within 7 days of delivery (or such other time as is mutually agreed);
- (ii) Otherwise – within 7 days of notification that the Goods are ready for collection (or such time as is mutually agreed)

4.3 Risk

The risk in the Goods passes to the Customer;

- (a) if the Printer delivers the Goods to the Customer’s premises – at the time of delivery;
- (b) otherwise – at the time the Printer notifies the Customer that the Goods are ready for collection.

If the Customer is entitled to reject the Goods and rejects the Goods in accordance with these Terms and Conditions, risk reverts to the Printer at the time the Customer notifies the Printer that the Goods are rejected.

5 PAYMENT**5.1 Time for Payment**

The Customer must, within 30 days of the last day of the month of invoice, pay to the Printer all amounts set out in the invoice.

5.2 Interest

The Printer may charge interest at the Interest Rate on amounts not paid within the time specified in clause 5.1.

5.3 Withhold of further Goods/Services

If Customer is in default, the Printer may at its option suspend further deliveries of Goods/Services without prejudice to any of its existing rights.

5.4 Advance and progress payments

- (a) The Printer may issue an invoice for the amount of the Estimate before commencing the Order where the Printer has not previously carried out work for the Customer or where the Printer considers it otherwise prudent to do so.
- (b) The Printer may, in the event that the Printer is of the view that completing the Order will take more than a month, at any time before the Order is completed, issue one or more invoices for a proportion of the amount of the Estimate (the proportion to be at the Printer's discretion) and require that proportion of the Estimate to be paid in advance of any further work being done.
- (c) If the Order is suspended for more than 30 days at the request of the Customer or as a result of something for which the Customer is responsible, the Printer may issue an invoice for a particular sum (to be specified by the Printer) for the work already done and for other costs incurred by the Printer (such as storage costs).

5.5 Damages

The Customer must pay the Printer any and all reasonable collection costs incurred by the Printer as a result of the Customer's failure to pay to the Printer all sums outstanding from the Customer to the Printer (including, without limiting the generality of the obligation set out in this clause, any reasonable and actual debt collection and legal costs).

6 NON – PAYMENT**6.1 Retention of ownership**

Until the Customer has paid all sums due and payable by the Customer to the Printer in relation to the Goods:

- (a) Title in the Goods shall not pass from the Printer to the Customer.
- (b) If the Goods are in the Customer's possession, the Customer shall hold the Goods as bailee for the Printer and must store the Goods so that they are clearly identifiable as the property of the Printer.
- (c) The Printer may call for and recover possession of Goods (for which purposes the Printer's employees or agents may enter the Customer's premises and take possession of the Goods without liability to the Customer) and the Customer must deliver the Goods.
- (d) The Customer may, in the ordinary course of the Customer's business, sell the Goods to a third party but:
 - (i) the proceeds of sale to the third party shall be held by the Customer as trustee for the Printer and the Customer shall account to the Printer for those sums; and
 - (ii) if the Printer requires, the Customer shall assign to the Printer the Customer's claim against the third party and shall execute all documents necessary to effect that assignment.

6.2 Payment of Collection costs

The Customer shall undertake to pay the account in full on or before the due date. In default of such prompt payment, the Printer reserves the right to charge, and the Customer undertake to pay late payment fees of 5% per month on any amount outstanding and not subject to a good faith dispute and to indemnify the Printer and pay all costs and expenses on a solicitor and own client basis if legal action is necessary and/or the fees of any collection agency whose services the Printer may engage in recovering from the Customer any overdue amount, pursuant to clause 5.4

7 LIABILITY**7.1 Proofs**

If the Printer submits to the Customer a proof of Goods the Printer will not be responsible for any errors in the Goods which appeared in the proof, and which were not corrected by the Customer before the Order was completed.

7.2 Guarantees

- (a) The Printer's Goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (b) Notwithstanding the preceding clause, the liability of the Printer in respect of a breach of a consumer guarantee or any warranty made under these Terms and Conditions for any Goods not of a kind ordinarily acquired for personal, domestic or household use is limited, to the extent permissible by law and at the option of the Printer:

- (i) In relation to the Goods to:
 - (A) replacing the Goods or the supply of equivalent Goods;
 - (B) the repair of the Goods;
 - (C) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
 - (D) the payment of the cost of having the Goods repaired.

- (ii) In relation to any services, to:
 - (A) re-supplying the services; or
 - (B) reimbursing the Customer for paying someone else to supply the services.

- (c) To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms and Conditions are excluded and the Printer is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the customer for:
 - (i) any increased costs or expenses;
 - (ii) any loss of profit, revenue, business, contracts or anticipated savings;
 - (iii) any loss or expense resulting from a claim by a third party; or
 - (iv) any special, indirect or consequential loss or damage of any nature whatsoever caused by the printer's failure to complete or delay in completing the Order to deliver the Goods.

7.3 Electronic data

Without limiting the generality of the foregoing clauses, the Printer will not be liable to the Customer for loss, however caused, of any data stored on disks, tapes, compact disks or other media supplied by the Customer to the Printer.

7.4 Customer's property

Subject to clause 7.5, The Printer will not be liable for the damage, loss or destruction of any property of the Customer in the Printer's possession unless the loss or damage is due to the failure of the Printer to exercise due care and skill in handling or storing the property.

7.5 Force Majeure

The Printer will have no liability to the Customer in relation to any loss, damage or expense caused by the Printer'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 the Printer's normal suppliers to supply necessary materials or any other matter beyond the Printer's control.

7.6 Inks

All quotations are based on the work being printed in standard colour ink supplied by any recognized ink manufacturer. Special mix to client's specifications or change of ink after the order has been placed will incur an additional charge. Every effort will be made to colour match with samples provided, however, we cannot guarantee to match a given finish or shade exactly.

7.7 Alterations to style etc

If, before the Quote is prepared, the Customer does not give the Printer specific instructions in relation to style, type or layout:

- (a) the Printer may use any style, type and layout which, in the Printer's opinion, is appropriate; and
- (b) the Printer may charge an additional amount for any additional work required to be done (including the production of additional proof) as a result of the Customer subsequently altering the style, type or layout used by the Printer.

7.8 Overset

The Customer must pay for overset matter (being matter produced on the Customer's instructions but not used in a publication for which it was intended). The Customer may instruct the Printer to retain overset matter for future issues of the publication or to discard the overset matter.

7.9 Outside work

If the Printer has to obtain goods (including typefaces, bromides, film, plates, ornaments or artwork) and/or services not normally stocked or supplied by the Printer from a third party in order to carry out the Customer's instructions:

- (a) The Printer will not be liable for any breach of these Terms and Conditions if that breach is a result of or is connected with the supply by the third party of such goods and/or services.
- (b) The Printer acquires such goods and/or services as agent for the Customer and not as principal and will have no liability to the Customer in relation to the supply of those goods and/or services any claims must be made directly against the third party.
- (c) The Customer must pay for such goods and/or services.

7.10 Materials supplied by Customer

If the Printer and the Customer agree that the Customer is responsible for supplying materials or equipment for the purposes of the Order:

- (a) The Customer must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by the Printer.
- (b) The Printer will not normally count or check the materials and if requested by the Customer to do so, may charge for counting or checking.
- (c) The Printer 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 the Customer.

7.11 Property left with Printer

If the Customer leaves property in the Printer's possession without specific instructions as to what is to be done with it, the Printer may, 12 months after gaining possession of the property, dispose of the property.

8 Responsibility to insure

The Printer has no obligation to insure any property of the Customer in the Printer's possession. The Customer must pay the cost of any insurance arranged by the Printer at the request of the Customer.

9 Indemnity

The Customer will indemnify the Printer and keep the Printer indemnified from and against any liability and any loss or damage the Printer may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms and Conditions by the Customer or its representatives and includes any misuse or breach of licence of any intellectual property produced by the third party licensor to the Printer referred to in clause 11.3.

10 Ancillary materials

The Printer and Customer agree that all, 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 the Printer 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 the Printer provided, however, that any of the foregoing that contains any images, trademarks, designs or other intellectual property of the Customer shall be delivered to the Customer or destroyed by the Printer.

11 Copyright

- 11.1 Copyright in all artistic and literary works authored by the Printer shall be the property of the Printer, unless agreed otherwise between the parties.
- 11.2 The Customer:
- (a) warrants that the Customer has copyright in or a licence to authorize the Printer to reproduce, all artistic and literary works supplied by the Customer to the Printer for the purposes of the Order and the Customer hereby expressly authorizes the Printer to reproduce all and any of such works for the purpose aforesaid;
 - (b) hereby indemnifies and agrees to keep indemnified the Printer against all liability, losses or expenses incurred by the Printer 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 literary and artistic works supplied as aforesaid;
- 11.3 The Customer is hereby granted a non – exclusive license to use the copyright in any literary and/or artistic works authored by the Printer for the purposes of the Order however the exercise of such license shall be:
- (a) conditional upon the Printer having received all monies due to the Printer under these Terms and Conditions; and
 - (b) subject to the limitations of the third party licensor, in the event that the Printer purchases images for the Customer's work from a third party licensor.

12 Electronic/magnetic media

All disks, tapes, compact disks or other media (other than media supplied by the Customer) used by the Printer to store data for the purposes of completing the Order are the property of the Printer. The Customer cannot require the Printer to supply to the Customer any data so stored. In the event that the Printer does supply data so stored or created the Printer may charge for supplying such data to the Customer.

13 Storage of electronic data

The Printer will not be responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed. If the Printer agrees to store such data, the Printer may charge for doing so.

14 No Waiver

A power or right is not waived solely because the party entitled to exercise that power or right does not do so. 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. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

15 Severability

Any provision in these Terms and Conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

16 Governing law and jurisdiction

These Terms and Conditions are governed by the law in force in the State or Territory in which the Printer's premises are located and the parties submit to the non-exclusive jurisdiction of the courts of the State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions.

17 GOODS AND SERVICES TAX**17.1 All amounts are GST inclusive amounts**

Unless otherwise stated, all amounts expressed or described in these Terms and Conditions are GST inclusive amounts.

17.2 Out of pocket expenses are GST inclusive

All out of pocket expenses referred to in these Terms and Conditions are GST inclusive out of pocket expenses.

17.3 Printer to assist Customer

The Printer will do all things reasonably available to it to assist the Customer to claim on a timely basis any input tax credits (if any) the Customer may be entitled to claim for any acquisition of goods and services from the Printer. This includes the Printer maintaining its registered status for GST purposes, and issuing tax invoices for supplies made under these Terms and Conditions on a timely basis as reasonably requested by the Customer.

18 PRIVACY STATEMENT

The Directors of the Printer recognise the need for the protection of personal information by corporations and willingly adopt the requirements of the National Privacy Principles for the collection, security, access and maintenance of personal information.

The Directors of the Printer have appointed Deborah Burgess as Privacy Officer. Any enquiries with regard to this Statement should be directed to Deborah Burgess.

The Printer does not collect personal information of any type other than for the following purposes:

- To enable the assessment of a potential employee;
- As to the extent necessary to fulfil employer obligations;
- For the assessment of Credit Applications on behalf of potential clients;
- To facilitate credit card payments over the phone;
- For the purposes of identifying suppliers for payment.
- To enable the provision of quotations for the supply of services.

Information collected with regard to the above activities is limited to that which is necessary for the purposes of conducting trade or that which is directly related to an employment relationship.

The Printer does not, and will not provide any information held by us to a third party without the express consent of the individual concerned. Similarly, the Printer will not request any information in relation to an individual without the express consent of the individual by way of signed credit application, or employment application, or where such use or disclosure is permitted under the Privacy Act.

All information held by the Printer with regard to any individual is password protected within a secure network, and/or held in a secure location on our premises, and is only available to those employees whose roles within the organisation necessitates access to such personal information for the purposes of conducting their duties.

The Printer recognises the need for information held on behalf of an individual to be accurate and therefore will allow access to the individual for the purposes of updating information held, or will update on behalf of the individual when that information is made available.

All information kept of a personal nature, is maintained by the organisation for the period required by statute in relation to present and past employees, and for the purposes of complying with record-keeping requirements of the Taxation Act and Corporations Law. All non-essential information not required to be maintained is shredded and disposed of by an authorised employee.

With regard to internet transactions the Printer's website is cookie-free. The Printer will only record the Customer's e-mail address if the Customer sends a message to the Printer, or requests for quotation. When the Customer provides information to the Printer via the internet the Printer relies on the accuracy of that information. The Printer will only use the Customer's personal information (including the Customer's e-mail address) for the purpose for which the Customer has provided it. The Customer should note that there are security risks in transmitting information via the internet. The Customer should assess these potential risks when deciding whether to use the Printer's online services. If the Customer does not wish to transmit information via the Printer's website, there are other ways in which the Customer can provide this information.

Authorised by Deborah Burgess
16 February 2011