

Standard Terms & Conditions of Trade

All goods and services purchased from Focus Print Group are sold strictly in accordance with Focus Print Group's standard terms and conditions of sale as recommended by the Printing Industries Association of Australia.

Focus Print Group reserve the right to deliver +/- 5% of the quantity ordered.

In the event of a misunderstanding, conflict of opinion or dispute, Focus Print Group will refer to the standards as laid down in the A.G.P.S publication, Australian Print Standards ISBN 0 644 25598 6

1. INTRODUCTION

1.1 Application of Terms and Conditions

These Terms and Conditions are incorporated into any contract between Focus Print Group and client for the supply of goods and/or services by Focus Print Group to the client.

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 Focus Print Group's premises are located.

"Estimate" means the estimate referred to in sub-clause 2 (as amended with clause).

"Goods" means the final goods produced by Focus Print Group by completing the order.

"Order" means the work required to be done in order to fulfil the customer's instructions.

"Quote" means the quote described in clause 2.1

2. QUOTATIONS

2.1 Focus Print Group to supply quote.

Focus Print Group may give the client a quotation specifying :

- The work required to be done in order to fulfil the customer's instructions; and
 - An estimate of Focus Print Group's charge
- The quotation shall not constitute an offer and may be varied or withdrawn by Focus Print Group at any time prior to acceptance by the client.

2.2 Acceptance by Client

When Focus Print Group has given the client the quotation:

- Focus Print Group need not commence work until the quote has been accepted by the client.
- The client may accept the quotation by instructing Focus Print Group to commence work.
- Acceptance by the client of the quote will constitute acceptance by the client of these Terms and Conditions.

2.3 Quote evidence of instructions

If a written quote is accepted by the client, the written quote will be conclusive proof of the client's instructions and the order.

2.4 Revision of Estimate

Unless Focus Print Group and the client agree otherwise, the estimate may at any time before the order is completed, be amended by Focus Print Group to take into account any rise or fall in the cost of performing the order.

3. CHARGES

3.1 Invoices

When the order has been completed, Focus Print Group may issue an invoice to the client for the amount of the estimate or, if no estimate was made, an amount representing Focus Print Group's charge for the work done, and for any of the other charges specified in clause 3.2. If permitted by these Terms and Conditions, Focus Print Group may, at other times, issue invoices to the client.

3.2 Charges additional to quoted price

In addition to the amount of the estimate, Focus Print Group may charge the client:

- the amount of any G.S.T payable on:
 - the Goods
 - any goods produced in the course of performing the order
- fees for any preliminary work required to be done as a result of the client's request
- fees for additional work required to be done as a result of the client's changing his, her or its instructions or by the material being badly presented;
- fees and other charges for work required to be done urgently, including any overtime costs;
- fees for handling or storing material or equipment supplied by the client for the purposes of the order;
- freight costs and charges;
- other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause;

3.3 Verbal Instructions

Where verbal instructions only are received from the client, Focus Print Group shall not be responsible for errors or omissions due to oversight or misinterpretation of these instructions.

4. DELIVERY

4.1 Notification

Focus Print Group must notify the client when the Goods are ready for collection.

4.2 Collection

Unless Focus Print Group and the client agree otherwise, the client must collect the Goods from Focus Print Group's premises upon being notified by Focus Print Group that the Goods are ready for collection

4.3 Rejection

The client may only reject the Goods if they do not comply with the client's instructions. If the client wishes to reject the Goods, the client must notify Focus Print Group of the rejection.

- If Focus Print Group is required to deliver the Goods to the client's premises within 7 days of delivery (or such other time as is agreed);
- Otherwise within 7 days of notification that the goods are ready for collection (or such other time as is agreed).

4.4 Risk

The risk in the Goods passes to the client:

- If Focus Print Group is required to deliver the Goods to the client's premises at the time of delivery;
- Otherwise at the time Focus Print Group notifies the client that the Goods are ready for collection. If the client is entitled to reject the Goods and rejects the Goods in accordance with these terms and conditions, risk reverts to Focus Print Group at the time the client notifies Focus Print Group that the goods are rejected.

4.5 Quantity delivered

Every endeavor will be made to deliver the correct quantity delivered, but owing to the difficulty of producing exact quantities, estimates and/or orders are conditional upon a margin of five percent being allowed for over or shortages which shall be charged or covered on a run-on cost basis.

5. PAYMENT

5.1 Time of Payment

Unless Focus Print Group and customer agree otherwise, on delivery of the goods in accordance with the terms and conditions, the invoice price shall be paid to Focus Print Group on the 30 day term.

5.2 Interest

Focus Print Group may charge interest at 12.25% on amounts not paid within the time specified in clause 5.1.

5.3 Advance and progress payments

Focus Print Group may:

- If the printer has not previously done work for the client, issue an invoice for the amount of the Estimate before commencing the order;
- If completing the Order will take more than 2 months, 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 Focus Print Group's discretion) or require a proportion of the estimate to be paid in advance of any work being done.

5.4 Suspension of work

If the order is suspended for more than 30 days at the request of the client or as a result of something for which the client is responsible, Focus Print Group may issue an invoice for a particular sum (to be specified by Focus Print Group) for the work already done and for costs incurred by Focus Print Group (such as storage costs).

5.5 Damages

The client must pay Focus Print Group any costs, expenses or losses incurred by Focus Print Group as a result of the client's failure to pay Focus Print Group all sums outstanding from the client to the Focus Print Group (including, without limiting the generality of the obligation set out in this clause, any debt collection and legal costs).

6. NON - PAYMENT

6.1 Retention of ownership

Until the client has paid all sums outstanding in relation to the Goods:

- Property in the Goods does not pass from Focus Print Group to the client.
- If the Goods are in the client's possession, the client holds the Goods as trustee for Focus Print Group and must store the Goods so that they are clearly identifiable as the property of Focus Print Group.
- Focus Print Group may call for and recover possession of the Goods (for which purposes Focus Print Group's employees or agents may enter the client's premises and take possession of the Goods without liability to the client and the client must deliver the Goods to Focus Print Group if so directed by Focus Print Group.
- The client may, in the ordinary course of the client's business sell the Goods to a third party but:
 - The proceeds of sale to the third party are held by the client as trustee for Focus Print Group and the client must account to Focus Print Group for those sums.
 - If Focus Print Group requires, the client must assign to Focus Print Group the client's claim against the third party and must execute all

6.2 General lien

Focus Print Group shall, in respect of all sums owed by the customer to Focus Print Group, have a general lien on all property of the client in Focus Print Group's possession and may after 14 days' notice to the client sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed.

7. LIABILITY

7.1 Proofs and Dummies

If Focus Print Group submits to the customer a proof or dummy of the Goods, Focus Print Group will not be responsible for any errors in the Goods which appeared in the proof or dummy and which were not corrected by the client before the order was completed.

7.2 Non-excludable Rights

The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the client in relation to the provision of the Goods or of services which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights").

7.3 Disclaimer of Liability

Focus Print Group disclaims all conditions and warranties expressed or implied and all rights and remedies conferred on the client, 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. Where (and to the extent) permitted by law, the liability of Focus Print Group for a breach of a non-excludable Right is limited at Focus Print Group's option, to the supplying of the Goods and / or any services again or payment of the cost of having the Goods and / or any services supplied again.

7.4 Indirect Losses

Notwithstanding any other provision of this agreement, Focus Print Group is in no circumstances (whatever the cause) liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the client for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever.

7.5 Client's property

Focus Print Group will not be liable for the damage, loss or destruction of any property of the customer in Focus Print Group's possession unless the loss or damage is due to the failure of Focus Print Group to exercise due care and skill in handling or storing the property.

7.6 Force Majeure

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

8. GENERAL MATTERS

8.1 Periodicals

If a contract between Focus Print Group and a client exist, the specific Terms and Condition of that agreement proceed the Standard Terms and Conditions. All Terms and Conditions not mentioned in the existing contract are governed by the Standard Terms and Conditions of Focus Print Group.

If the contract between Focus Print Group and the client relates to more than one issue of a periodical:

- Each issue will, for the purpose of these Terms and Conditions, be considered to be one order.
- Subject to sub-clause (c) a party may not terminate a contract to which these Terms and Conditions apply unless:
 - in the case of periodicals published weekly or more frequently, that party has given 4 weeks' notice of that party's intention to terminate the contract;
 - in the case of periodicals published fortnightly or more frequently (but less frequently than weekly), that party has given 8 weeks' notice of that party's intention to terminate the contract;
 - in the case of periodicals published less frequently than fortnightly, that party has given 13 weeks' notice of that party's intention to terminate the contract.
- Notwithstanding sub-clause (b), Focus Print Group may terminate the contract at any time if the customer is in breach of any of the provision of these Terms and Conditions relating to payment.

8.2 Outside Work

If Focus Print Group has to obtain goods and/or services not normally stocked and supplied by Focus Print Group from a third party in order to carry out the client's instructions:

- Focus Print Group 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 the goods and/or services.
- Focus Print Group acquires the goods and/or services as agent for the client and not as principal and will have no liability to the client in relation to the supply of those goods and/or services. Any claim by the client in relation to the supply of those goods and/or services must be made directly against the third party.
- The client must pay for the goods and/or services.
- Property in any goods obtained from a third party and incorporated into the Goods passes to Focus Print Group at the time of incorporation.

8.3 Material Supplied by Client

If Focus Print Group and the client agree that the client is responsible for supplying materials or equipment for the purposes of the Order:

- The client must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by Focus Print Group.
- Focus Print Group will not normally count or check the materials and if requested by the client to do so may charge for counting or checking.
- Focus Print Group 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 client.
- Property in any materials supplied by the client and incorporated into the Goods passes to Focus Print Group at the time of incorporation.

8.4 Property left with Focus Print Group

If the client leaves property in Focus Print Group's possession without specific instructions as to what is to be done with it, Focus Print Group 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.

8.5 Responsibility to Insure

Focus Print Group has no obligation to insure any property of the client in Focus Print Group's possession. The client must pay the cost of any insurance arranged by Focus Print Group at the request of the client.

8.6 Ancillary Materials

Unless Focus Print Group and client agree otherwise, drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, Electro's, stereotypes and other material produced by Focus Print Group 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 Focus Print Group.

8.7 Copyright

Unless Focus Print Group and the customer agree otherwise, the copyright in all works of art created by Focus Print Group is the property of Focus Print Group.

- The client
- warrants that the client has copyright in all works of art supplied by the client to Focus Print Group for the purposes of the Order; and
- must indemnify Focus Print Group against all liability, losses or expenses incurred by Focus Print Group in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright.

8.8 Ideas

The client must keep confidential and not use any ideas communicated by Focus Print Group to the client without Focus Print Group's consent.

8.9 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.

8.10 Severability

Any provision in these Terms and Conditions 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.

8.11 Governing Law and Jurisdiction

These Terms and Conditions are governed by the law in force in the State or Territory in which Focus Print Group premises are located and the parties submit to the non-exclusive jurisdiction of the courts of that 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. Standard Terms & conditions of Trade