

TERMS AND CONDITIONS OF TRADING

The following are the standard terms and conditions of trading between Imagri Pty Ltd (Imagri) and Customers

1. Quotations and Commencement of Work

- (a) Quotations are based on the current costs of production and are valid for thirty (30) days from the date thereon unless otherwise agreed by Imagri and are based on specifications and copy supplied by the customer at the time of quote.
- (b) All additional work not specifically covered by the quotation including extra work or cost caused by variations to original specifications or by the copy being poorly prepared, author's amendments, overtime charges and disbursements will be charged as extras.
- (c) Once accepted by the customer, Imagri's written quotation shall be deemed to interpret the customer's written or verbal instructions correctly. Where verbal instructions only are received from the customer, Imagri shall not be liable for errors or omissions which are due to the failure of the customer to make known expressly or by implication the result that the customer desires to achieve.
- (d) Where Imagri incurs additional costs or expenses (including increases in the price of paper or other materials) in the performance of its contract with the customer Imagri reserves the right to recover such costs, including any service fee, from the customer.
- (e) All goods and services provided by Imagri after 1 July 2000 are subject to goods and services tax (GST).
- (f) Print price quoted includes the cost of a single delivery to one Sydney address unless otherwise stated.
- (g) Imagri reserves the right to charge fees for the storage of any undelivered material where the customer has specifically requested that any materials be stored until requested.
- (h) Acceptance of Imagri's quotation shall be acceptance of these terms and conditions, notwithstanding any inconsistencies which may be introduced by terms and conditions contained in the customer's order, unless otherwise expressly agreed by Imagri in writing.
- (i) Work completed by Imagri will be invoiced directly to the company stated on the Purchase Order. If an agreement exists between Imagri and its customer that a third party (i.e. your client) be charged for such work, no transfer of liability will be given or implied unless:
 - (i) The third party has a trading account with Imagri and
 - (ii) The third party provides Imagri with written approval for such work to be charged to their account.

2. Waivers, Warranties, Liabilities, Disputes and Claims

- (a) Notwithstanding that Imagri might agree in respect of any particular transaction, either expressly or by implication, to waive any of these terms and conditions, such agreement shall in no way release the customer from any other obligation or requirement set out herein.
- (b) Imagri shall not be liable for indirect or consequential loss or any loss to the customer arising from third party claims occasioned by errors in carrying out the work or delay in delivery.
- (c) No warranty, other than statutory warranties, is given by the seller or responsibility accepted by him or her to ensure that goods produced comply with the requirements of any legislation relating to the marketing and/or labeling and/or packaging of goods. Compliance with the requirements of such legislation shall be the sole responsibility of the customer.
- (d) Liability for breach of a condition or warranty implied into this contract by the Trade Practices Act 1974, other than a condition implied by Section 69, is limited to any one of the following, as determined by Imagri:
 - (i) the supplying of the service again; or
 - (ii) the payment of the cost of having the service supplied again.
- (e) Subject to the application of statutory warranties which cannot be excluded, no warranty shall be given that goods sold or work done will be reasonably fit for a purpose where that purpose is not made known expressly.
- (f) Contracts and deliveries may be suspended by Imagri in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, riot, theft, crime, civil disturbance, war, legislation, force majeure, the inability of Imagri to procure necessary material or articles preventing or retarding performance of the contractor or delivery of work and no responsibility shall be attached to Imagri for any delay, default, loss or damage due to any of the above causes or to any other cause beyond the control of Imagri.
- (g) Upon notification to the customer that the work has been completed, the goods shall be at the customer's risk.
- (h) The customer shall be deemed to have accepted the goods if, within seven (7) days (or such other period as Imagri may stipulate from time to time) of delivery, the customer fails to take possession of the goods or notify Imagri in writing that the goods have been rejected.
- (i) Should expedited delivery be agreed, reasonable efforts should be made by Imagri to secure freedom from defects, but Imagri shall not accept responsibility for defects.
- (j) Every endeavour will be made to deliver the correct quantity ordered, but Imagri reserves the right to vary estimates and/or orders by up to 10%.
- (k) All claims and disputes will only be recognised if notified within 24 hours of job delivery; and
- (l) All such claims including claims for non-delivery against Imagri must be formally made in writing within seven (7) days after the customer has notified Imagri of any dispute.
 - (i) Imagri will endeavour to settle all claims made by the customer within 30 days of the receipt of any formal claim, but only when the customer cooperates with Imagri in the settlement of the claim or dispute and where an amicable agreement is able to be reached between the parties.

3. Copyright

- (a) Imagri accepts no responsibility or liability for the use of copyright material used in any work carried out by Imagri where such material is supplied by the customer or any third party.
- (b) The copyright ownership of any original artwork, whether electronic or otherwise, created for a customer, is deemed to belong with the creator of the work and is licensed for the specific and sole use for which it was created which will be deemed to be the job detailed in the customer's purchase order for which the work is being carried out.
- (c) If additional usage rights are sought by the customer, additional fees will need to be agreed upon in writing.
- (d) All websites built with a Content Management System (CMS) include license(s) for the CMS and its modules, if any. Once the website has been completed and paid for, the client has purchased the license(s) to use the CMS and any module(s) to update and maintain their website. However the client does not "own" the CMS and any module(s) and has no right or title to the CMS or the Intellectual Property Rights.
- (e) If a CMS website created by Imagri is not hosted with us or if the hosting is moved after being hosted by us, the client or a third party undertakes and warrants not to do or attempt any of the following:
 1. copy, replicated, distribute, loan or modify the CMS or any part of it
 2. disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the CMS or any part of it; or
 3. remove or use, outside the CMS or a nominated website, any of the CMS's componentsImagri may terminate the license(s) of a client's website without notice if the client fails to comply with any of the terms and conditions above.

4. Customer's Approval of Proofs

- (a) Imagri does not have the authority to sign approval to release artwork or proofs for printing. The final proofs will be required to be signed by an authorised representative of the customer. This signature will be deemed as absolute and final approval for the work to proceed to print.
- (b) Imagri shall incur no liability for any errors not corrected by the customer in proofs submitted. Customer's alterations and additional proofs necessitated thereby shall be charged as an extra. When style, type or layout is left to Imagri's judgement, changes there from made by the customer shall be charged as an extra.

5. Payment

- (a) Payment shall become due upon delivery or on notification to the customer that the work has been completed. Unless otherwise stated by Imagri in writing, no discount shall be allowed and payment shall be by net monthly account. Unless otherwise stated in writing by Imagri, or agreed in writing by the customer, interest at the current bank overdraft rate plus 2 per cent may be charged on overdue accounts.
- (b) Imagri shall be entitled to charge monthly progress payments of up to 75 per cent, or such other portion as Imagri may stipulate, of the value of the work done.
- (c) The suspension by the customer of any work, for any reason, for a period exceeding thirty (30) days shall entitle Imagri to payment for work already carried out, materials specially ordered for that work and other additional costs, including storage.
- (d) In the event that Imagri is required to engage the services of any mercantile agency to effect collection of any amounts due to Imagri then all collection expenses and associated charges shall be borne by the customer.
- (e) Imagri shall, in respect of all unpaid debts due from the customer, have a general lien on all goods and property in their hands shall be entitled on the expiration of fourteen (14) days notice to the customer to dispose of such goods or property as they think fit and to apply the proceeds towards such debts.

6. Customer's Property and Material Supplied by The Customer

- (a) Customers property and all property and material supplied to Imagri by or on behalf of the customer will be held at the customer's risk, and Imagri accepts no liability whatsoever for loss of, or damage to, such property or material unless otherwise agreed by Imagri in writing.
- (b) Unless otherwise agreed in writing, Imagri accepts no responsibility for the insurance of such property or material. In the event of Imagri agreeing in writing to insure such property or material, the cost of insurance premiums shall be charged to the customer.
- (c) Where the customer supplies materials, adequate quantities shall be supplied to cover spoilage. Sheets and other materials shall not be counted or checked when received unless requested by the customer in writing. An additional charge may be made by Imagri in respect of any such counting or checking requested by the

customer.

(d) In the case of property and materials left with Imagri without specific instructions, Imagri shall be free to dispose of them at the end of twelve (12) months after receiving them and to accept and retain the proceeds, if any, to cover their own costs in holding and handling them.

(e) Where materials or equipment are supplied or specified by the customer Imagri accepts no responsibility for imperfect work caused by defects in or unsuitability or such materials or equipment.

(f) An extra charge may be made by Imagri for handling or storing property or materials supplied by, or on behalf of, the customer.

(g) Any change or correction of any film, bromides, artwork and/or any printing surface supplied by the customer, necessary to ensure properly finished work, shall be aid for by the customer.

7. Ownership and Transfer of Ownership

(a) Electronic forms of artwork shall be deemed 'Means of Manufacture' and shall remain at all times the property of Imagri.

(b) Ownership of all finished materials (such as bromides and film, but excluding printing plates and electronic data), used to print an order shall be transferred to the customer once all accounts have been paid in full. Should the customer fail to claim ownership of such materials within fourteen (14) days of delivery, Imagri reserves the right to store or destroy such materials at its discretion. Imagri shall not be held liable for loss, damage or neglect of such stored materials unless the customer requests in writing that such materials be kept in a suitable condition for future use.

(c) Sketches, mockups, dummies or any other design media submitted by Imagri on a speculative basis shall remain the property of Imagri. They shall not be used for any purpose other than that nominated by Imagri and no ideas obtained therefore may be used without the consent of Imagri. Imagri shall be entitled to compensation from the customer for any unauthorised use of such sketches, mockups, dummies or design media.

(d) Drawings, sketches, paintings, photographs, designs, or typesetting furnished by Imagri, dummies, mockups, models or the like, devices made or procured and manipulated by Imagri and negatives, positives, blocks, engravings, stencils, dies, plates or cylinders made from Imagri's original design, or from a design furnished by the customer, remain the exclusive property of Imagri, unless otherwise agreed upon in writing. Further, if, in the absence of any specific agreement, the printer makes electrodes, stereos or other forms of duplication these remain his property.

(e) Ownership of any goods delivered by Imagri to the customer is only transferred when payment in full for the goods has been received by Imagri.

(f) Where Imagri has not been paid in the manner specified here and Imagri delivers the goods to the customer then until disposed of by the customer in accordance with the provision of this clause the customer agrees with Imagri to keep the goods as a trustee for Imagri and is required to store the goods in a manner that clearly identifies them as the property of Imagri.

8. Electronic Storage

(a) It is Imagri's policy to archive and store on CD ROM and/or DVD all electronic forms of artwork manufactured, though Imagri is under no obligation to store such files. Imagri shall not be held liable for loss, corruption or neglect of archives.

(b) The customer shall have no right or title to data stored by Imagri on disks or any other electronic form of storage.

(c) Should Imagri agree to relinquish such files, ownership will not be transferred until all work has been paid in full.

(d) Imagri reserves the right to charge for retrieval time and electronic media should the customer request such artwork on disk.

9. Correspondence.

Client agrees to have opted in to receive reasonable emails or other correspondence from Imagri. Client may opt out by notifying Imagri in writing or using any provided unsubscribe procedure.

10. These terms and conditions are to be read subject to mandatory provisions of legislation of the Commonwealth of Australia including the consumer protection provisions of the Trade Practices Act 1974 or of one or more of the States or Territories, which afford statutory rights to consumers. The invalidity of any clause, or part of a clause, shall not affect any other clause, or other part of the clause.