

Stieven Taylor + Associates (ST+A) - Terms and Conditions

1. Quotations

- 1.1 Subject to paragraphs 1.2, 2, 3 and 4, all prices quoted are based on work specified in the quote (or the verbal instructions given at time of order). Quotes are valid for a period of 30 days from their date. Quotes will be deemed accepted upon the Customer making an Order
- 1.2 Prices quoted are based on the current cost of production, (materials, labour, machine time etc) and are subject to amendment by ST+A before or after acceptance of the quotation to meet a variation in the cost of production between the date of quotation and the date of execution of the order, provided there is no unreasonable delay on the part of ST+A.

2. Customers Instructions

- 2.1 ST+A shall only be required to fulfil the instructions specified in the quote. The customer is responsible to provide written instructions at the time of quotation. ST+A shall not be responsible for errors or omissions due to misinterpretation of verbal instructions.
- 2.2 The cost of additions or alterations to any proof submitted to a customer will be added to the price (unless changes to the proof are merely typographical corrections).

3. Expedited Delivery

- 3.1 Customer acknowledges that a requirement for urgent delivery increases the likelihood of defects. ST+A will use reasonable efforts to avoid defects but will not be liable for defects arising because of urgent delivery.
- 3.2 The price will be increased to cover overtime work or other additional costs incurred as a result of any requirement for urgent delivery.

4. Outside Work

- 4.1 If ST+A has to obtain goods (including typefaces, film, plates etc) and/or services not normally stocked or supplied by ST+A from a third party in order to carry out the customer's instructions:
 - a) ST+A acquires these goods and/or services as agent for the customer and not as principal. It will have no liability to the customer in relation to the supply of those goods and/or services. Any claim by the customer in relation to the supply of those goods and/or services must be made directly against the third party supplier.
 - b) The customer must pay for such goods and/or services.
 - c) Any such goods are obtained on the basis that title in those goods passes to ST+A when the goods are incorporated into the work done by ST+A.

5. Suspension of Work

- 5.1 The suspension by the customer of any work, for any reason whatsoever, for a period of thirty (30) days, entitles ST+A to payment in full for the work completed up to the suspension date.

6. Cancelled Orders

- 6.1 Orders cannot be cancelled except upon terms, which compensate ST+A for all work done, materials used or specially acquired to complete the order, to the date of the cancellation.

7. Payment

- 7.1 Once the work is completed ST+A will invoice the customer for the quoted price plus any additional charges referred to above.
- 7.2 All Invoices shall be paid COD unless prior arrangements are agreed with ST+A. Any credit arrangements will require an Account Application form to be completed and approved by ST+A.
- 7.3 ST+A will use its best endeavours to deliver the correct quantity ordered however quantities will at all time be considered estimates only and are conditional upon a margin of five percent (5%) being allowed for overs or shortages, which shall be charged for or deducted as appropriate.
- 7.4 ST+A may at its option charge interest (at the rate of the Commonwealth Bank of Australia on overdrafts not exceeding \$100,000 plus 3%) on amounts not paid when due, such interest is to be calculated on a daily basis from the date any such amount should have been paid until the date of payment as a genuine assessment of the damages which ST+A will suffer
- 7.5 If the customer fails to pay when due, ST+A may contract with third parties to recover such payment, ST+A will be entitled to recover costs paid to such third party in addition to any other monies payable under these terms.

8. Warranties and Conditions

- 8.1 Unless expressly set out herein, all implied warranties and conditions in relation to any supply by ST+A are expressly excluded (unless such warranties cannot at law be excluded).

9. Risk

- 9.1 The goods are at the risk of ST+A until delivered to the customer by ST+A at its premises.
- 9.2 ST+A shall not be liable for insurance, freight or loss or damage to goods in transit incurred in delivery.

10. Liability

- 10.1 To the fullest extent permitted by law, except as provided herein, ST+A shall not be liable to the customer in contract or tort for any loss or damage or for consequential loss or damage of any kind arising out of the supply of the goods and/or services, or arising out of ST+A's negligence, or in any way whatsoever.
- 10.2 ST+A's acknowledges liability for implied warranties under Trade Practices Act 1974, (the Act) provided that liability for a breach of a condition or warranty implied by Division 2 of Part V of the Act (other than section 69) is hereby limited to:
 1. In the case of goods, any one or more of the following:
 - a) The replacement of 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;
 - d) The payment of the cost of having the goods repaired; or
 2. In the case of services:
 - a) The supplying of the services again; or
 - b) The payment of the cost of having the services supplied again.

- 10.3 ST+A will not be liable to the customer for loss, howsoever caused, of any data stored on disks, tapes, compact disks or other media supplied by the customer to ST+A or for any damage, loss or destruction of any property of the customer unless the loss or damage has been caused by the failure of ST+A to exercise due care and skill in handling or storing such property .
- 10.4 Force Majeure. ST+A will not be liable for any loss, damage or expense suffered or incurred by the customer where such loss is occasioned by any cause beyond ST+A's reasonable control, including and without limiting the generality of the foregoing by war, insurrection, terrorism, fires, floods, strikes, lockouts, delays in transport, breakdowns in machinery, the inability or failure of a supplier to supply necessary materials, or prohibitions or other action by any government or semi-government authority, or embargoes.
- 10.5 Delivery. The delivery terms are estimates only. ST+A will not be liable for any loss, damage or delay suffered by the customer because of late or non-delivery of goods or services.

11. Claims

- 11.1 The customer must inspect goods or services supplied by ST+A within 14 days from delivery. Any claims against ST+A must be in writing within such fourteen (14) days. No claims shall be made by the customer beyond this period.

12. Non Payment

- 12.1 Until the customer has paid all sums outstanding for the goods supplied, title to the goods shall not pass from ST+A to the customer.
- 12.2 If the customer has not paid all sums outstanding in relation to the goods, the customer must forthwith return the goods to ST+A if so directed by ST+A.

13. Copyright

- 13.1 Copyright in all artistic and literary works authored by ST+A shall remain the property of ST+A unless there is a written agreement to the contrary.
- 13.2 The customer warrants to ST+A, that the customer has copyright in or a licence to authorise ST+A to reproduce all artistic and literary works supplied by the customer to ST+A for the purpose of the Order. The Customer expressly authorises ST+A to reproduce all and any of such works for the purposes of the Order.
- 13.3 The Customer indemnifies and agrees to keep ST+A indemnified against all liability, losses or expenses incurred by ST+A in any way directly or indirectly connected with any breach of copyright in materials supplied by the customer.
- 13.4 Conditional upon receipt of payment in full for the work performed by ST+A, ST+A grants to the customer a non-exclusive license to use the copyright in works created by ST+A for the purposes of the Order.

14. Confidentiality

- 14.1 The customer must keep confidential and must not (without ST+A's written consent) use any ideas, systems or processes communicated or made available by ST+A to the customer.

15. Electronic Media

- 15.1 All Disks, tapes, compact disks or other media (other than the media supplied by the customer) used by ST+A to store data for the purposes of completing the Order are the property of ST+A. The customer cannot require ST+A to supply to the customer any such data. ST+A may charge the customer for supplying such data where it chooses to supply such data to the customer.
- 15.2 ST+A will not be liable for storing any data on disks, tapes, compact disks or other media when the Order has been completed. If ST+A agrees to store such data, ST+A may charge the customer to do so.

16. Goods and Services Tax

- 16.1 The customer will be liable for any goods and services tax payable on the supply of goods and/or services by ST+A to the customer.