

# High Quality Promo Pty Ltd – Terms & Conditions of Trade

1.	<b>Definitions</b>	7.3	If the Customer requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.	require to register a financing statement or financing change statement on the Personal Property Securities Register;	against any action taken by a third party against the Seller in respect of any such infringement.
1.1	"Seller" means High Quality Promo Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of High Quality Promo Pty Ltd.			16.3	The Customer agrees that the Seller may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Seller has created for the Customer.
1.2	"Customer" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.	7.4	The Seller shall be under no liability whatever to the Customer for any variation (beyond the reasonable control of the Seller) in colours between the approved prototype and the finished Goods. When quotations are based on specifications, roughs, layouts, samples or dummies or printed, typewritten or other good copy, any extra work or cost caused by any variation by the Customer of his original instructions or by the manuscript copy being, in the Seller's opinion, poorly prepared or by the Customer's requirements being different from those originally submitted or described, then the cost of such variations may be charged to the Customer and shown as extras on the invoice.		
1.3	"Goods" means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	7.5	All work carried out whether experimentally or otherwise at the Customer's request will be charged to the Customer.		
1.4	"Price" means the Price payable for the Goods as agreed between the Seller and the Customer in accordance with clause 5 below.	7.6	Any tabulated work and/or foreign language included in the job but not contained in the manuscript originally submitted for the purpose of estimating may be charged to the Customer and shown as extras on the invoice.		
2.	<b>Acceptance</b>	7.7	Unless otherwise agreed, the Customer shall bear the cost of fonts, or colour proofs, or artwork, specially bought at his request for the work.		
2.1	The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.	7.8	Where the performance of any contract with the Customer requires the Seller to obtain Goods or Services from a third party, the contract between the Seller and the Customer shall incorporate and shall be subject to the conditions of supply of such Goods and Services to the Seller, and the Customer shall be liable for the cost in full including the Seller's margin of such Goods or Services.		
2.2	These terms and conditions may only be amended with the Seller's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Seller.	7.9	Whilst every care is taken by the Seller to carry out the instructions of the Customer, it is the Customer's responsibility to undertake a final proof reading of the Goods. The Seller shall be under no liability whatever for any errors not corrected by the Customer in the final proof reading. Should the Customer's alterations require additional proofs this shall be invoiced as an extra.		
2.3	Once accepted by the Customer, the Seller's written quotation shall be deemed to interpret correctly the Customer's instructions, whether written or verbal. Where verbal instructions only are received from the Customer, the Seller shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.	7.10	Goods printed or made to special order, Customer specification or non-catalogue items are under no circumstances acceptable for credit or return. Cancellation of orders for printed or special or non-catalogue items will definitely not be accepted, once these orders are in production.		
3.	<b>Electronic Transactions Act 2002</b>	7.11	The Seller is under no obligation to provide samples of Goods ordered other than by virtual (computerised) sample. Whilst every effort will be taken by the Seller to match virtual colours with physical colours, the Seller will take no responsibility for any variation between virtual sale samples and either the virtual sale sample displayed on the Customer's computer and/or the final product. Should a physical sample be required this will be provided on request by the Customer and will be charged for as an extra including return freight, the charge will be contra against final invoice.		
3.1	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.	7.12	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 the Seller in respect of any such counting or checking requested by the Customer.		
4.	<b>Change in Control</b>	7.13	In the case of property and materials left with the Seller without specific instructions, the Seller shall be free to dispose of them at the end of twelve (12) months after receiving them and to accept and retain any proceeds gained from such disposal to cover the Seller's costs in holding and handling such items.		
4.1	The Customer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.	7.14	Where materials or equipment are supplied by the Customer for the provision of Services the Seller shall accept no liability for imperfect work caused by defects in, or the unsuitability of, such materials or equipment for the work.		
5.	<b>Price and Payment</b>	7.15	Any change or correction to any film, bromides, artwork and/or any printing surface supplied by the Customer which is deemed necessary by the Seller to ensure correctly finished work shall be invoiced as an extra.		
5.1	At the Seller's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Seller to the Customer; or (b) the Price as at the date of delivery of the Goods according to the Seller's current price list; or (c) the Seller's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	7.16	<b>Title</b> The Seller and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid the Seller all amounts owing to the Seller; and (b) the Customer has met all of its other obligations to the Seller. Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.		
5.2	The Seller reserves the right to change the Price if a variation to the Seller's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional Services required due to unforeseen circumstances such as availability of specialised papers, prerequisite work by any third party not being completed or as a result of any increase to the Seller in the cost of materials and labour) will be charged for on the basis of the Seller's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.	7.17	(c) until ownership of the Goods passes to the Customer in accordance with clause 8.1 that the Customer is only a bailee of the Goods and must return the Goods to the Seller on request.		
5.3	When style, type or layout is left to the Seller's judgement and then the Customer makes further alterations to the copy this will be invoiced as an extra.	7.18	(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.		
5.4	At the Seller's sole discretion a non-refundable deposit may be required.	7.19	(c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller on demand.		
5.5	Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by the Seller, which may be: (a) on delivery of the Goods; (b) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices; (c) the date specified on any invoice or other form as being the date for payment; or (d) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Customer by the Seller.	7.20	(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as it so directs.		
5.6	Payment may be made by PayPal, AfterPay, electronic/on-line banking, credit card (plus a surcharge of up to three percent (3%) of the Price), or by any other method as agreed to between the Customer and the Seller.	7.21	(e) the Customer irrevocably authorises the Seller to enter any premises where the Seller believes the Goods are kept and recover possession of the Goods.		
5.7	Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	7.22	(f) the Seller may recover possession of any Goods in transit whether or not delivery has occurred.		
6.	<b>Delivery of Goods</b>	7.23	(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away an interest in the Goods while they remain the property of the Seller.		
6.1	Delivery ("Delivery") of the Goods is taken to occur at the time that the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	7.24	(h) the Seller may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.		
6.2	At the Seller's sole discretion the cost of delivery is in addition to the Price.	7.25	<b>Personal Property Securities Act 1999 ("PPSA")</b> Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to the Seller for Services – that have previously been supplied and that will be supplied in the future by the Seller to the Customer.		
6.3	The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage.	7.26	The Customer undertakes to: (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably		
6.4	The Seller may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	7.27	sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably		
6.5	The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that: (a) such discrepancy in quantity shall not exceed two percent (2%) and (b) the Price shall be adjusted pro rata to the discrepancy.	7.28	sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably		
6.6	An estimate or date given by the Seller to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and the Seller will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.	7.29	sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably		
7.	<b>Risk</b>	7.30	sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably		
7.1	Risk of damage to or loss of the Goods passes to the Customer on completion and the Customer must insure the Goods on or before and the Goods are dispatched at the request of the Customer.	7.31	sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably		
7.2	If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.	7.32	sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably		