

1. **DEFINITIONS**
- 1.1. The Supplier is **ABLAZE INDUSTRIES PTY LTD T/AS ABLAZE PRINT (ABN 3116272661 / ACN 162772661) of P.O. BOX 825 KATOOMBA NSW 2780**
- 1.2. The Customer is the party or any person acting on behalf of and with the authority of the Customer that the Order is provided for.
- 1.3. The Guarantor is the person, or entity, who agrees to be liable for the debts of the Customer.
- 1.4. The Order shall be defined as any request for the provision of Goods and/or Services by the Customer with the Supplier which has been accepted by the Supplier.
- 1.5. The Goods are the products and/or components provided by the Supplier.
- 1.6. The Services are all the delivery and/or supply of Goods, any artwork as requested by the Customer and provided by the Supplier, and any advice or recommendations.
- 1.7. The Price is the amount invoiced for Goods supplied or Services provided.
- 1.8. Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 1.9. Invoices include invoices for Goods supplied or for Services provided, or both.
- 1.10. Major failure is Goods and/or Services that are unsafe and/or substantially unfit for normal purpose and cannot reasonably be made fit within a reasonable time.
- 1.11. Security interest as defined in Section 12 of the *Personal Property Securities Act 2009* (Cth).
- 1.12. Security Agreement, Commingled Goods, Collateral, Financing Statement, Financing Change Statement is defined under Section 10 of the *Personal Property Securities Act 2009* (Cth).
2. **GENERAL**
- 2.1. These Terms and Conditions together with the Supplier's written or verbal quotation, The Conditions of Order, and the Supplier's Credit Application Form forms this Agreement.
- 2.2. Any Order requested by the Customer is deemed to be an Order incorporating these Terms and Conditions notwithstanding any inconsistencies which may be introduced in the Customer Order or acceptance unless expressly agreed to by the Supplier in writing. In the event that an inconsistency exists and/or arises it is acknowledged between the parties that these Terms and Conditions will prevail.
- 2.3. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Supplier.
- 2.4. The Terms and Conditions are binding on the Customer, his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 2.5. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 2.6. Where more than one Customer completes this Agreement each shall be liable jointly and severally.
- 2.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 2.8. The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent but the Supplier acknowledges that it remains at all times liable to the Customer.
- 2.9. The failure by the Supplier to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.
- 2.10. The Customer acknowledges that the Supplier may use these Terms and Conditions on its website www.ablazeprint.com.au and that it may provide notice to the Customer of any amendments. In this event, the Terms and Conditions on the Supplier's website shall apply to any future dealings as between the parties and the Customer is deemed to have notice of any such Terms and Conditions and/or amendments.
3. **PLACEMENT OF ORDERS**
- 3.1. Orders placed by the Customer with the Supplier will be considered valid when placing the Order verbally, in writing, by e-mail, or through the Supplier's website.
- 3.2. Customers must provide the Supplier with an authority in writing before any Goods or Services are provided.
- 3.3. Any written Quotation given by the Supplier shall expire thirty (30) days after the date of the written quotation. Quotations may also be provided to the Customer by verbal communication over the telephone.
- 3.4. All Quotations give by the Supplier are subject to sighting of the final artwork required for the Order. Charges subject to clause 4.3 may apply for any additional artwork that may be required.
- 3.5. All prices are based on taxes and statutory charges current at the time of the Quotation. Should these vary during the period from the date of the Quotation to the date of the invoice, the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by the Supplier.
4. **PRICE**
- 4.1. At the Supplier's sole discretion the Price shall be either:
 - 4.1.1. As detailed on invoices provided by the Supplier to the Customer in respect of Goods supplied or Services provided; or
 - 4.1.2. The Supplier's quoted Price as for the Order (subject to clause 4.2).
- 4.2. The Supplier reserves the right to change the Price in the event of a variation to the Supplier's Order, and notice will be provided by the Supplier within a reasonable time.
- 4.3. The Customer agrees that if any additional artwork is required by the Supplier to satisfy the Customer's Order, the Supplier may charge the Customer a pro-rata hourly rate of \$100.00 per hour for the additional artwork. Minimum charge for the additional artwork is \$30.00.
5. **PROVISION OF GOODS & SERVICES**
- 5.1. The Supplier reserves their right to:
 - 5.1.1. Decline requests for any Goods and/or Services requested by the Customer.
 - 5.1.2. Cancel or postpone appointments at their discretion.
- 5.2. Unless specified by the Supplier to the contrary in the Order, the Supplier does not warrant that it will be capable of providing the Goods and/or Services at specific times requested by the Customer during the term of this Agreement.
- 5.3. Unless otherwise agreed upon when placing the Order, the Supplier's standard production times from the day the proof is signed are 3 business days for Digital Press and 5 business days for Offset Printing Press.
- 5.4. If the Customer requires shorter than standard production times, the following fees will apply in addition to the Price:
 - 5.4.1. Digital Printing:
 - 1 day faster → 10% of Price
 - 2 days faster → 15% of Price
 - 5.4.2. Offset Printing:
 - 1 day faster → 5% of Price
 - 2 days faster → 10% of Price
 - 3 days faster → 15% of Price
- 5.5. Subject to otherwise complying with its obligations under this Agreement, the Supplier shall exercise its independent discretion as to its most appropriate and effective manner of providing the Services and of satisfying the Customer's expectations of those Services.
- 5.6. In the discharge of its duties, the Supplier shall comply with all reasonable resolutions, regulations and directions of the Customer that may lawfully be given from time to time as to the nature and scope of the Services provided.
- 5.7. Nothing in the above clause shall effect the Supplier's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this Agreement.
- 5.8. The Supplier may agree to provide, on request from the Customer, additional Goods and/or Services not included or specifically excluded in the Quotation/Order. In this event, the Supplier shall be entitled to make an additional charge. Additional Services includes, but is not limited to, alterations, amendments, and any additional visits by the Supplier after provision of the Goods and/or Services at the request of the Customer.
- 5.9. **Delivery**
Delivery of any Goods by the Supplier to the Customer shall be deemed to be complete when the Goods are collected by the Customer or are delivered to the Customer or to the carrier as nominated by the Supplier and/or Customer, including but not limited to any Australian Post Office.
- 5.9.1. In the instance where the delivery is made to the Customer's nominated courier the Supplier is released from any obligation whatsoever arising from the delay in the delivery of the Goods, missing Goods and damaged Goods the Customer may otherwise have against the Supplier.
- 5.10. The Supplier will make all reasonable efforts to have the Goods delivered to the Purchaser on the date agreed between the parties, but the Customer is under no liability whatsoever should delivery not be made by the period stated. Any delivery date specified is an estimate and approximate only.
- 5.11. The Customer hereby indemnifies the Supplier from any liability for delay in delivery of the Goods, missing Goods and or damaged Goods caused by a third party, such as Courier and or Australian Post Office.
- 5.12. The Supplier takes no responsibility what so ever where delivery within the time agreed is hindered or prevented due to the Customer's failure to provide specification required to complete the delivery of Goods and/or in any circumstances beyond the Supplier's reasonable control.
- 5.13. Delivery of the Goods and/or Services is conditional upon an existent mailing address being provided to the Supplier. The Customer hereby releases the Supplier from any liability whatsoever arising as a result of a wrongly supplied address. In addition, the Customer agrees to pay the full price of the Supplier's invoice upon such occurrence.
- 5.14. If the Customer fails to make all arrangements necessary to take delivery of the Goods and/or Services, at the discretion of the Supplier and without prejudice to any other remedy available to it, the Customer is responsible to pay the transport disbursements incurred by the Supplier during the re-delivery process, including but not limited to the Courier charges and/or Postal Charges as charged from time to time by the Australian Post Office.
6. **CLAIMS**
- 6.1. Notwithstanding the Customer's statutory rights, the Supplier will not provide any refund of deposit and/or full payment unless the Order contains a printing mistake, cutting error or incorrect stock/artwork.
- 6.2. The Customer is responsible for inspecting the Goods and/or Services upon delivery and report any claims in the manner as listed in clauses 5.16.1 and 5.16.2. The Supplier reserves the rights to reject any claims made that are not in accordance with the said clauses:
 - 6.2.1. Claims for incorrect pricing must be reported to the Supplier in writing within fourteen (14) days from the receipt of Goods, clearly detailing the relevant invoice details and codes of the incorrectly priced Goods and/or Services for which the claims are made;
 - 6.2.2. Any shortage of Goods and/or Services and/or parts of the same found to be missing from the Order must be reported to the Supplier in writing within forty eight (48) hours;
 - 6.2.3. The Customer must advise the Supplier of any damage, fault and/or defect in Goods and/or Services or the Supplier's failure to comply with the description and/or quality ordered within five (5) days of the Goods and/or Services being delivered to the Customer;
 - 6.2.4. In the instance where upon the delivery of the Goods the Customer and/or his agent signs a receipt document for the said Goods and/or Services which states that the same were received in an appropriate order and condition or words to that effect, the Supplier shall be free from all liabilities, claims and/or actions for loss with respect to the fault, default, shortage and/or damage in Goods and/or Services that is later discovered by the Customer as the signing of the said receipt prejudices all possible claims against the Supplier.
 - 6.2.5. All Goods and/or Services where a claim is made are to be returned to the Supplier or are to be left in the state and condition in which they were delivered until such time as the Supplier or its authorised agent has inspected the same. Such inspection is to be carried out within a reasonable time after notification. If the Goods and/or Services are not left in the state and condition in which they were delivered, the
- 6.3. Customer shall be deemed to have accepted the same and shall pay the full purchase price.
- 6.4. If the Customer has complied with the above clause namely 5.16, and the Supplier has accepted the return of the Goods and/or Services the Supplier may at his discretion either replace the defective or missing Goods and/or Services or provide a refund to the Customer.
- 6.5. The Supplier is released from any claims arising by a reason where the Goods received vary from the samples previously supplied by the Supplier. The Supplier hereby confirms to the Customer that every effort will be made to supply Goods similar to the sample but gives no undertaking, express or implied that the Goods supplied will be exactly the same as the sample previously provided to the Customer which is indicative only.
- 6.6. **PAYMENT AND CREDIT POLICY**
- 6.7. Any reference to Customer shall include all Customers, unless it refers to a specific group of Customers.
- 6.8. For credit purposes, the two main groups of Customers are Non-Account Customers and Account Customers.
- 6.9. **Non-Account Customers**
- 6.9.1. The Customer must pay a deposit to the Supplier in the amount of 25% of the Price at the time the Order is placed and finalised. The Customer must pay the balance of the Price upon provision of the Goods and/or upon completion of the Service, or subject to prior approval from the Supplier, within seven (7) days from the date the Services are provided or Goods delivered, or both.
- 6.10. **Account Customers**
- 6.10.1. Thirty (30) day account customers must make full payment to the Supplier within thirty (30) days from the date of issue of invoice(s) for the Goods and/or Services.
7. **GOODS AND SERVICES TAX**
- 7.1. G.S.T. refers to Goods and Services tax under the *Goods and Services Act 1999* ("G.S.T. Act") and terms used herein have the meanings contained within the G.S.T. Act.
- 7.2. It is agreed between the Customer and the Supplier that the consideration for the Supplier expressed in this Agreement is exclusive of the Supplier's liability of G.S.T.
 - 7.2.1. On sale:
 - 7.2.1.1. The Customer will pay to the Supplier, in addition to the total purchase Price, the amount payable by the Supplier of G.S.T. on the taxable supply made by the Supplier under this Agreement;
 - 7.2.1.2. The Supplier shall deliver to the Customer a Tax Invoice for the supply in a form which complies with the G.S.T. Act and Regulations.
8. **DISHONOUR OF CHEQUE**
- 8.1. If any cheque issued by the Customer or by any third party in payment of the Price is dishonoured:
 - 8.1.1. The Supplier may refuse to supply any further Goods and/or Services until satisfactory payment is received in full, including bank fees and charges;
 - 8.1.2. The Supplier is entitled to treat the dishonour of the Customer's cheque as a repudiation of this Agreement and to elect between terminating this Agreement or affirming this Agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Customer.
 - 8.1.3. The Customer may be liable for a dishonoured cheque fee of \$40.00.
9. **DEFAULT**
- 9.1. Invoices issued by the Supplier shall be due and payable upon provision of Goods and/or completion of Service, or within fourteen (14) days from the date of the invoice with prior arrangement with the Supplier for Non-Account Customers, and invoices issued by the Supplier shall be due and payable within thirty (30) days of the date of issue for Account Customers ("Default Date") depending on terms agreed with the Supplier. Without prejudice to any other rights of the Supplier, the Customer may be charged interest at the rate of 30% per annum, charged monthly on any payment in arrears.
- 9.2. If the Supplier does not receive the Outstanding Balance for the Price on or before the Default Date, the Supplier may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that:
 - 9.2.1. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement;
 - 9.2.2. The Supplier may, in its discretion, calculate interest at the rate of two percent (2%) higher than the rate for the time being fixed from time to time under Section 2 of the *Penalty Interest Rates Act 1983(Vic)* for all monies due by Customer to the Supplier.
 - 9.2.3. In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent (100%) recovery and the following formula shall apply:

$$\text{Commission} = \left\{ \frac{\text{Original Debt}}{100 - \text{Commission \% charged by the agency (including G.S.T.)}} \right\} \times 100$$
- 9.2.4. In the event where the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on www.prushka.com.au
- 9.2.5. In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.
10. **RISK AND LIABILITY**
- 10.1. The Customer will ensure when placing Orders that there is sufficient information to enable the Supplier to execute the Order.
- 10.2. The Supplier takes no responsibility if the specifications are wrong or inaccurate and the Customer will be liable in that event for the expenses incurred by the Supplier for any work required to rectify the Order.

- 10.3. The Customer is responsible for ensuring that the Supplier is made aware of any special requirements pertaining to the Order and the Supplier relies upon the integrity of the information supplied to it.
- 10.4. The Supplier takes no responsibility and will not be liable for any damages or costs resulting in the Goods and/or Services being faulty as a consequence of insufficient information provided by the Customer.
- 10.5. The Supplier takes no responsibility for representations made in relation to the Goods or any delay in the delivery of the Goods made by a third party or third party manufacturer.
- 10.6. The Customer acknowledges that the Supplier shall not be liable for and the Customer releases the Supplier from;
- 10.6.1. Any claims in respect of faulty or defective design of any Goods supplied.
- 10.6.2. Any loss incurred as a result of delay, or failure to provide the Goods or to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the Supplier's reasonable control.
- 10.7. The Supplier does not represent that it will provide and/or deliver any Goods and/or Services unless it is included in the Quote.
- 10.8. The Customer accepts risk in relation to the Goods when the Goods pass to his care and/or control.
- 10.9. The Customer agrees to place and/or apply timing tags to the Goods upon Customer's request and to take care in correctly applying the same to an extent as it can be reasonably expected. Accordingly, the Supplier hereby makes the Client aware of the high likelihood in the timing tag been wrongly applied due to a human and/or administrative error which is beyond the Supplier's control.
- 10.9.1. As a result thereof, by accepting the Services and/or Goods from the Supplier the Client is releasing the Supplier from any liability whatsoever arising from the wrongly applied timing tags.
- 11. MANUFACTURING VARIANCES**
- Cutting**
- 11.1. The Customer acknowledges and agrees to indemnify the Supplier from any claims of loss, damages, or refunds in respect of variances in trimming. Variances in trimming by up to 2 millimetres from the proof, specification, or Order to Order will be considered as adequate in respect of the Supplier meeting the Customer's Order.
- Unders & Overs**
- 11.2. The Customer agrees that the Supplier will from time to time manufacture a shortfall or surplus of the Goods up to 5% variance from the Order.
- 11.3. In the event of a surplus, Goods supplied are at no additional cost to the Customer and are intended to cover the unlikely event of any defective Goods that may have been overlooked by the Supplier.
- 11.4. In the event of a shortfall, the Supplier reserves the right not to re-print or replace the Goods and to charge the Customer pro-rata for the Goods supplied, compared to the Invoice.
- Colour Matching**
- 11.5. Electronic files will be printed as they are provided to the Supplier. The Customer acknowledges and accepts that although the Supplier has stringent quality control processes, colour can vary by up to +/- 5% from the proof or sample. In the event of such a variance, the Goods supplied are to be treated as adequate and the Supplier, for the purpose of the Order, has met its obligations.
- 12. WARRANTY**
- 12.1. The Supplier warrants that the rights and remedies to the Customer in this Agreement for warranty against defects are in addition to other rights and remedies of the Customer under any applicable Law in relation to the Goods and services to which the warranty relates.
- Warranty for Services**
- 12.2. The Supplier warrants that if any defect in any Service provided by the Supplier becomes apparent and is reported to the Supplier within thirty (30) days of the provision of the Services (time being of the essence) then the Supplier will (at the Supplier's sole discretion) remedy the defective Service.
- 12.3. If any Services provided by the Supplier are repaired, altered or overhauled by the Customer or caused to be repaired, altered or overhauled by the Customer without the Supplier's consent, the warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty.
- 12.4. In respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in replacing the defective Goods or remedying the defective Services or in properly assessing the Customer's claim. The Supplier will use its best endeavors to assist the Customer with its claim.
- 12.5. Where the Customer has complied with the conditions of warranty for defective Services, the Supplier's liability is limited to rectifying and/or remedying the defective Services.
- Warranty for Goods**
- 12.6. The warranty for Goods supplied shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods. The Supplier will use its best endeavours to assist the Customer with any claim with respect of the Goods.
- 12.7. The Customer continues to be responsible for all amounts owing to the Supplier in the event that any Goods are supplied on the basis that a manufacturer's warranty is in place and it subsequently becomes known to the parties that the warranty is void or inapplicable.
- 12.8. The Supplier warrants:
- 12.8.1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replace if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 12.8.2. Warranty for Goods shall only cover the cost of Goods. The Customer acknowledges that additional costs incurred, such as labour and/or freight, must be borne by the Customer.
- Claims made under Warranty**
- 12.9. Subject to clause 11.2 of this Agreement claims for warranty should be made in one of the following ways:
- 12.9.1. The Customer must send the claim in writing together with proof of purchase to the Supplier's business address stated in clause 1.1 of this Agreement;
- 12.9.2. The Customer must email the claim together with the proof of purchase to the Supplier on info@ablazep^{rint}.com.au
- 12.9.3. The Customer must contact the Supplier on the Supplier's business number 1300 950 825
- 12.10. Goods where a claim is made are to be returned to the Supplier or are to be left in the state and conditions in which they were delivered until such time as the Supplier or its Agent has inspected the Goods. Such inspection is to be carried out within a reasonable time after notification.
- 13. RETENTION OF TITLE**
- 13.1. While the risk in Goods shall pass on delivery and/or supply (including all risks associated with unloading), legal and equitable title in the Goods shall remain with the Supplier until full payment of all Goods supplied by the Supplier to the Customer is made. Pending such payment the Customer:
- 13.1.1. Shall hold the Goods as Bailee for the Supplier and shall return the Goods to the Supplier if so requested.
- 13.1.2. Agrees to hold the Goods at the Customer's own risk and is liable to compensate the Supplier for all loss or damage sustained to the Goods whilst they are in the Customer's possession.
- 13.1.3. The Customer should store the Goods separately and in such a manner that it is clearly identified as the property of the Supplier and keep the Goods insured to full replacement value.
- 13.1.4. The Customer must not allow any person to have or acquire security interest in the Goods whilst the Goods are in the Customer's possession.
- 13.1.5. The Customer may sell and/or use the Goods in the ordinary course of business.
- 13.1.6. If the Goods are resold before all monies are paid to the Supplier, the Customer shall hold the proceeds of sale in a separate identifiable account on trust for the Supplier and promptly account the Supplier for those proceeds in payment of the Price for the Goods.
- 13.2. The Supplier is authorised to enter the Premises or the premises where the Customer stores the Goods without liability for trespass or any resulting damage in retaking possession of the Goods until the accounts owed to the Supplier by the Customer are fully paid.
- 13.3. Notwithstanding the provisions above, the Supplier shall be entitled to issue legal proceedings to recover the Price of the Goods.
- 14. PERSONAL PROPERTY SECURITIES ACT 2009 (Cth) ("PPSA")**
- 14.1. The Customer acknowledges that these Terms and Conditions will constitute a Security Agreement which creates a security interest in favour of the Supplier over all present and after acquired Goods and/or Services supplied by the Supplier to the Customer to secure the payment of the Price or any other amount owing under this agreement from time to time including future advances.
- 14.2. The Customer acknowledges that by accepting these Terms and Conditions and by virtue of the retention of title clause as provided for in Clause 13, the security interest is a purchase money security interest ("PMSI") as defined under Section 14 of the PPSA for all present, after acquired Goods and/or Services including any Commingled Goods.
- 14.3. The security interest will continue to apply as an interest in the Collateral for the purposes of PPSA with priority over registered or unregistered security interest.
- 14.4. The Supplier may register the security interest as PMSI on the Personal Property Securities Register ("PPSR") under the PPSA without providing further notice to the Customer.
- 14.5. The Customer agrees the Supplier is not required to disclose information pertaining to the Supplier's security interest to an interest party unless required to do pursuant to PPSA or under the general law.
- 14.6. The Customer agrees and undertakes:
- 14.6.1. To sign any documents and/or provide further information reasonably required by the Supplier to register Financing Statement or Financing Change Statement on the PPSR;
- 14.6.2. To indemnify the Supplier for all expenses and/or costs incurred by the Supplier in registering a Financing Statement or Financing Change Statement on PPSR including the costs of amending, maintaining, releasing and enforcing any security interests in the Goods;
- 14.6.3. Not to register and/or make a demand to alter a Financing Statement in the Collateral without prior written consent of the Supplier;
- 14.6.4. To provide the Supplier with 7 days written notice of any change or proposed change to the Customer's business name, address, contact details or other changes in the Customer's details registered on the PPSR;
- 14.6.5. To waive any rights of enforcement under Section 115 of the PPSA for Collateral not used predominantly for personal, domestic or household purposes;
- 14.6.6. To waive any rights to receive Verification Statement in respect of any Financial Statement or Financing Charge Statement under Section 157 of the PPSA.
- 15. TERMINATION AND CANCELLATION**
- Cancellation by Supplier**
- 15.1. The Supplier may cancel any Order to which these Terms and Conditions apply or cancel delivery of Goods and/or the provision of Services at any time before the Goods are delivered or the Services are provided by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.
- 15.2. Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
- 15.2.1. Any money payable to the Supplier becomes overdue and after a request for payment in writing has been made; or
- 15.2.2. The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- 15.2.3. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer or any judgment is taken out against the Customer and remains unpaid for more than seven (7) days.
- Cancellation by Customer**
- 15.3. Any Order cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing.
- 15.4. In the event that the Customer cancels delivery of Goods and/or Services to be provided the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
- 15.5. If the Customer places an Order with the Supplier and the Supplier places an Order with a third party Supplier to meet the Customer's request, the Customer shall be liable for the Price of the Goods ordered if the Customer cancels the Order and the Goods have already been dispatched.
- Limitation of damage**
- 15.6. The Customer acknowledges that in the event of any breach of this Agreement/Order by the Supplier including indirect, special or consequential loss, the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price.
- 16. SET-OFF**
- 16.1. The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.
- 16.2. The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.
- 17. INSURANCE**
- 17.1. The Customer is responsible to effect whatever insurance cover he requires at his own expense.
- 18. AGREED USE**
- 18.1. The Customer acknowledges that the Customer may forfeit any rights if any, he may have against the Supplier if:
- 18.1.1. The Goods are applied for any other use to which the Goods are not intended for and/or not in accordance with any applicable manual;
- 18.1.2. Any alteration to the Goods is carried out other than in accordance with intended alterations and/or the Goods are not repaired by an authorised repairer.
- 18.2. The Customer further acknowledges sole responsibility for any damage or injury to property or person caused by using the Goods in any way, which the Customer may forfeit their rights against the Supplier.
- 19. COPYRIGHT**
- 19.1. Copyright in all artistic and literary works authored by the Supplier shall remain the property of the Supplier unless agreed upon in writing prior to the placement of the Order.
- 19.2. The Customer warrants to the Supplier that the Customer has copyright in or a licence to authorise the Supplier to reproduce all artistic and literary works supplied by the Customer to the Supplier for the purpose of the Order. The Customer expressly authorises the Supplier to reproduce all and any of such works for the purposes of the Order.
- 19.3. The Customer indemnifies the Supplier against all liability, losses, and/or expenses incurred by the Supplier in any way, directly or indirectly connected with any breach of copyright or of any rights in relation to copyright in materials supplied by the Customer.
- 19.4. Conditional upon receipt of payment in full for the Order, the Supplier grants to the Customer a non-exclusive licence to use the copyright in works created by the Supplier for the purposes of the Order.
- 19.5. The Customer agrees and authorizes the Supplier to use, as promotional material, any artistic or literary works the Customer holds copyright in that forms part of an Order placed with the Supplier.
- 20. CONFIDENTIALITY**
- 20.1. The Customer agrees to retain full confidentiality of all dealings with the Supplier and in the absence of any written prior agreement, agrees not to, use any ideas, systems or processes communicated or otherwise made available by the Supplier to the Customer.
- 21. JURISDICTION**
- 21.1. This Agreement is deemed to be made in the State of New South Wales and all disputes hereunder shall be determined by the appropriate courts of New South Wales.
- 22. ENTIRE AGREEMENT**
- 22.1. These Terms and Conditions set out in this Agreement constitute the whole Agreement made between the Customer and the Supplier.
- 22.2. This Agreement can only be amended in writing signed by each of the parties.
- 22.3. All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.
- 22.4. Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia.