



Lamson Paragon

GROUP OF COMPANIES

APPLICATION FOR CREDIT ACCOUNT

COMPANY DETAILS

COMPANY NAME

FACTORY ADDRESS:

.....

POSTAL ADDRESS:

.....

PHONE: () FAX: ()

ACN: ABN:

REGISTERED COMPANY NAME:

REGISTERED COMPANY ADDRESS:

TYPE OF BUSINESS: HOW LONG IN BUSINESS?

OWNERSHIP: (Please circle one) SOLE OWNERSHIP / PARTNERSHIP / COMPANY

CREDIT LIMIT REQUIRED: \$

Names of Partners, Proprietor/s or Directors

.....

Address: Address:

.....

Phone: () Phone: ()

Email: Email:

BANK DETAILS

BANK:

ACCOUNT NAME:

BSB: A/C NO:





Lamson Paragon

GROUP OF COMPANIES

ACCOUNTS CONTACT:

Name: Name:
Phone: Phone:
Email: Email:

ORDERS CONTACT:

Name: Name:
Phone: Phone:
Email: Email:
Mobile: Mobile:

TRADE REFERENCES (please supply fax numbers)

- COMPANY NAME: PHONE: ()
ADDRESS: FAX: ()
.....
- COMPANY NAME: PHONE: ()
ADDRESS: FAX: ()
.....
- COMPANY NAME: PHONE: ()
ADDRESS: FAX: ()
.....

APPLICANTS SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES.

THE UNDERSIGNED JOINTLY AND SEVERALLY GUARANTEE THE PROMPT PAYMENT OF ALL INDEBTEDNESS. PLEASE ALSO INITIAL AND DATE EACH PAGE FOLLOWING THIS AND RETURN WITH YOUR APPLICATION

NAME:..... SIGNED: TITLE: DATE:

NAME:..... SIGNED: TITLE: DATE:





Lamson Paragon

GROUP OF COMPANIES

LAMSON PARAGON PTY LTD ACN 002 655 049 as trustee for

LAMSON PARAGON TRUST ABN 82 261 260 428

TERMS AND CONDITIONS OF TRADE

1. Definitions

In these Terms:

"**ACL**" means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) as amended;

"**Agreement**" means any agreement for the provision of goods or services by the Printer to the Customer;

"**Customer**" means the person, jointly and severally if more than one, acquiring goods or services from the Printer;

"**consumer**" is as defined in the ACL and in determining if the Customer is a consumer, the determination is made if the Customer is a consumer under the Agreement;

"**goods**" means goods supplied by the Printer to the Customer;

"**GST**" means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended;

"**Intellectual Property**" means all copyright, patents, trademarks, designs, confidential information and all modifications, improvements and enhancements (whether registrable or not) owned by or licensed to the Printer in respect of the goods or services;

"**PPSA**" means the *Personal Property Securities Act 2009* (Cth) as amended;

"**Printer**" means Lamson Paragon Pty Ltd ACN 002 655 049 and each of its subsidiaries, affiliates, associated companies and related entities;

"**services**" means services supplied by the Printer to the Customer;

"**Site**" means any site at which services are to be performed;

"**Terms**" means these Terms and Conditions of Trade.

2. Basis of Agreement

2.1 Unless otherwise agreed by the Printer in writing, the Terms apply exclusively to every Agreement and cannot be varied or replaced by any other terms, including the Customer's terms and conditions of purchase (if any).

2.2 Any quotation provided by the Printer to the Customer for the proposed supply of goods or services is:

(a) valid for 30 days;

(b) an invitation to treat only; and

(c) only valid if in writing.

2.3 The Terms may include additional terms contained in the Printer's quotation. To the extent of any inconsistency, the additional terms shall have precedence over these Terms.

2.4 When quotations are based on specifications, roughs, layouts, samples or dummies or printed, typewritten or other good copy, any extra work caused by any variation by the Customer of his original instruction or by the manuscript copy being poorly prepared, or by the Customer's requirements being different from those originally submitted or described, may be charged to the Customer.

2.5 The Customer must provide the Printer with its specific requirements, if any, in relation to the goods and services. The Printer'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 Printer shall not be responsible for errors or omissions which are due to the failure of the Customer to make known expressly or by implication the particular purpose for which the goods and services are required or the result that the Customer desires the goods or services to achieve.

2.6 An Agreement is accepted by the Printer when the Printer accepts, in writing or electronic means, an offer from the Customer or provides the Customer with the goods or services.

2.7 The Printer has absolute discretion to refuse to accept any offer.

2.8 The Printer may vary or amend these Terms by written notice to the Customer at any time. Any variations or amendments will apply to orders placed after the notice date.

3. Pricing

3.1 Prices quoted for the supply of goods and services exclude GST and any other taxes or duties imposed on or in relation to the goods and services. In addition to payment of the price of goods and services, the Customer must pay any GST and any other taxes or duties imposed on the goods and services.

3.2 Where there is any change in the costs incurred by the Printer in relation to goods or services, the Printer may vary its price to take account of any such change, by notifying the Customer. Estimates supplied in any quotation are based on the current costs of production and, unless otherwise agreed, are subject to amendment by

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Paper Rolls
Australia Pty Ltd
paperrolls.com.au



Fairplay Print
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cheque-mates
Your Partner, Not Your Competition
chequemates.com.au



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the Printer before or after acceptance of the quotation to meet any rise and fall in such costs between the date of quotation and the date of execution of the order.

3.3 If the Customer requests any variation to the Agreement, the Printer may increase the price to account for the variation.

3.4 The Printer shall be entitled to charge the amount of any sales tax payable, whether or not included in the quotation.

3.5 All work carried out, whether experimentally or otherwise, at the Customer's request, will be charged to the Customer.

3.6 Proofs of all work may be submitted for the Customer's approval and the Printer shall incur no liability for any errors not corrected by the Customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged as an extra. When style, type or layout is left to the Printer's judgment, changes therefrom made by the Customer shall be charged as an extra.

3.7 All extra work caused by authors' corrections, including resetting and/or the over-running of composition shall be charged as an extra.

3.8 Unless otherwise agreed, the Customer shall bear the cost of type, hot metal and/or bromides, film, ornaments or artwork, specially purchased at the Customer's request.

3.9 Where the performance of any contract with the Customer requires the Printer to obtain goods or services from a third party, the contract between the Printer and the Customer shall incorporate and shall be subject to the conditions of supply of such goods and services to the Printer, and the Customer shall be liable for the cost in full of such goods or services.

4. Payment

4.1 Unless otherwise agreed in writing:

(a) Subject to 4.1(b), full payment for the goods or services must be made within 30 days of the end of month of the date of the Printer's invoice, unless stated otherwise on any invoice.

(b) The Printer reserves the right to require payment in full on delivery of the goods or completion of the services.

4.2 The time for payment is of the essence.

4.3 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

4.4 Payment terms may be revoked or amended at the Printer's sole discretion immediately upon giving the Customer written notice.

4.5 The suspension by the Customer of any work, for any reason, for a period exceeding thirty (30) days shall entitle the Printer to payment for work already carried out, materials specially ordered for that work and all other additional costs, including storage.

5. Payment Default

5.1 If the Customer defaults in payment by the due date of any amount payable to the Printer, then all money which would become payable by the Customer to the Printer at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Printer may, without prejudice to any of its other accrued or contingent rights:

(a) charge the Customer interest on any sum due at the prevailing rate pursuant to the *Uniform Civil Procedure Act (NSW)* plus 2% for the period from the due date until the date of payment in full;

(b) charge the Customer for, and the Customer must indemnify the Printer from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Agreement or to recover any goods;

(c) cease or suspend supply of any further goods or services to the Customer;

(d) by written notice to the Customer, terminate any uncompleted contract with the Customer.

5.2 Clauses 5.1(c) and (d) may also be relied upon, at the Printer's option:

(a) where the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(b) where the Customer is a corporation and it ceases to carry on business, or threatens to cease to carry on business, or if in the opinion of the Printer there has been a material adverse change in the financial position of the Customer, or if the Customer enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver, manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

6. Rights in relation to the goods

6.1 In connection with the goods, while they remain the property of the Printer, the Customer agrees with the Printer that:

(a) The Customer has no right or claim to any interest in the goods to secure any liquidated or unliquidated debt or obligation the Printer owes to the Customer;

(b) The Customer cannot claim any lien over the goods;

(c) The Customer will not create any absolute or defeasible interest in the goods in relation to any third party except as may be authorised by the Printer.

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6.2 The Printer and the Customer agree that:

- (a)** Until the Printer receives full payment in cleared funds for all goods and services supplied by it to the Customer, as well as all other amounts owing by the Customer to the Printer on any account whatsoever, title and property in all goods remains vested in the Printer and does not pass to the Customer;
- (b)** The Customer is a bailee of the goods until such time as property in them passes to the Customer and the bailment continues in relation to each of the goods until the price of the goods and all other goods and services have been paid in full;
- (c)** Pending payment in full for all goods and services, the Customer:
 - (i)** must not supply any of the goods to any person outside of its ordinary or usual course of business;
 - (ii)** must not allow any person to have or acquire any security interest in the goods;
 - (iii)** must insure the goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Customer carries on business and;
 - (iv)** must not remove, deface or obliterate any identifying plate, mark or number on any of the goods.

6.3 Despite clause 6.2, if the Customer supplies any of the goods to any person before all monies payable by the Customer have been paid to the Printer, the Customer agrees that:

- (a)** it holds the proceeds of re-supply of all the goods on trust for and as agent for the Printer immediately when they are receivable or are received;
- (b)** it must either pay the amount of the proceeds or re-supply to the Printer immediately when they are received or pay those proceeds into a separate account with a bank or a financial institution or deposit-taking institution as trustee for the Printer;
- (c)** if the Customer fails to pay for the goods within the period of credit (if any) extended by the Printer to the Customer, the Printer may recover possession of all the goods at any site owned, possessed or controlled by the Customer and the Customer agrees that the Printer has an irrevocable license to do so; and
- (d)** it assigns to the Printer all rights, actions, claims and demands that the Customer has against any third party to whom the goods have been on-supplied and the Printer may in its discretion give notice to that third party of this assignment and require the third party to directly account to the Printer for all amounts owing by the third party to the Customer in respect to the good supplied and any payment to the Printer shall constitute a good discharge of the third party's obligation to pay the Customer to the extent of such payment.

7. Personal Property Securities Act

7.1 Definitions

For the purposes of this clause, the following definitions apply:

PPSA means the Personal Property Securities Act 2009 (Cth).

Words and expressions which are not defined in this document but which have a defined meaning in the PPSA have the same meaning.

7.2 The Customer hereby acknowledges that these Terms constitute a security agreement which creates a security interest in favour of the Printer in all Goods previously supplied by the Printer to the Customer (if any) and all after acquired Goods supplied by the Printer to the Customer (or for the Customer's account) to secure the payment from time to time and at a time, including future advances.

7.3 The Customer acknowledges and agrees that by assenting to these terms the Customer grants a security interest (by virtue of the retention of title clause in these Terms) to the Printer and all Goods previously supplied by the Printer to the Customer (or for the Customer's account) and these Terms shall apply notwithstanding anything express or implied to the contrary contained in the Customer's purchase order.

7.4 Purchase money Security interest: The Customer acknowledges that the Printer will have a purchase money security interest in the Goods.

7.5 Proceeds: The Customer acknowledges that the Printer's rights and interest in proceeds derived from the Goods constitute a security interest in such proceeds.

7.6 Financing statements: The Printer may register any security interest contemplated by this agreement on the PPS Register in any manner it chooses (including by registering one or more financing statements in relation to its interest in the Goods, with such expiry dates as the Printer determinates in its absolute discretion). The Customer must provide the Printer with any information it requires for the purposes of affecting such registration.

7.7 Notices: For the purpose of section 157(3) of the PPSA, the Customer irrevocably and unconditionally waives its right to receive any notice from the Printer in connection with the registration of a financing statement or a financing change statement in respect of the Goods.

7.8 Goods not inventory: The Customer warrants that the goods are not, and will not be, inventory of the Customer.



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7.9 Confidentiality: The parties agree that other than the existence of a security interest in any Goods, and details of the relevant goods, and the amount (if any) owing by the Customer to the Printer from time to time in relation to any Goods, all other information relating to this agreement is subject to a duty of confidence, and must not be disclosed to any party other than:

- (a) to a related body corporate of the Printer;
- (b) to an advisor, employee, banker, auditor or other consultant of the Printer;
- (c) to a potential assignee of the Printer; or
- (d) as required by any law (other than section 275 of PPSA) or by any government body or stock exchange.

7.10 Costs: The customer agrees that any action taken by the Printer in relation to the Customer's security interest in Goods is at the cost of the Customer.

7.11 Fixtures: The Customer warrants that the Goods are not, and will not become, a fixture for the purposes of the PPSA, and agrees to take such steps as the printer reasonably requires to prevent the goods becoming a fixture for the purposes of the PPSA. The Printer will be entitled to remove the Goods from any premises owned or occupied by the Customer (whether or not the Goods are affixed) at the end of the term or following a default by the Customer under this agreement, and the Customer agrees:

- (a) to procure appropriate acknowledgements from any owner, landlord or mortgagee of the premises, in a form reasonably required by the Printer, to ensure that the Printer's interest in the Goods, its rights to remove the Goods from the premises, and its right to enter the premises for that purpose, are acknowledged; and
- (b) to detach, or procure the detachment of, the Goods from the premises at the end of the term or following a default by the Customer under this agreement.

7.12 Enforcement: The parties agree that for the purpose of section 115 of the PPSA, the following sections of the PPSA will not apply to any collateral:

- (a) section 95 (notice by secured party of removal of accession);
- (b) section 121(4) (notice by secured party of enforcement of security interest in liquid assets);
- (c) section 125 (obligation of secured party to dispose of or retain collateral after seizure);
- (d) section 130, to the extent that it requires the Printer to give any notice to the Customer (notice by secured party of disposal of collateral);
- (e) section 132 (3)(d) (obligation of secured party to show amounts paid to other secured parties in statement of account);
- (f) section 132(4) (statement of account by secured party if it does not dispose of collateral within prescribed period) and
- (g) section 135 (notice by secured party of retention of collateral).

8. Risk and Insurance

8.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise will pass to the Customer immediately on the goods being delivered to the Customer or taken from the Printer's premises.

8.2 The goods are sold to the Customer on the basis that the Customer has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the goods.

8.3 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use, installation, storage or possession of any of the goods sold by the Printer, unless recoverable from the Printer on the failure of any statutory guarantee under the ACL.

9. Performance of Agreement

9.1 Any period or date for delivery of goods or provision of services stated by the Printer is an estimate only and not a contractual commitment.

9.2 The Printer will use its reasonable endeavours to meet any estimated dates for delivery of the goods but will not be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

9.3 If the Printer cannot complete the services by any estimated date, it will do so within a reasonable time.

10. Delivery

10.1 Subject to clause 10.6, the Printer will arrange for the delivery of the goods to the Customer.

10.2 Unless otherwise agreed, the Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.

10.3 The Customer indemnifies the Printer against any loss or damage suffered by the Printer, its sub-contractors or employees as a result of delivery, except where the Customer is a consumer and the Printer has not used due care and skill.

10.4 The Printer may make part delivery of goods and services and may invoice the Customer for the goods or services so delivered or completed.

10.5 If delivery is attempted and is unable to be completed, the Customer is deemed to have taken delivery of the goods.





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10.6 If agreed that the Customer will collect the goods:

- (a) the Customer must collect the goods within 7 days of being advised that they are ready;
- (b) if the Customer does not collect the goods within this time, the Customer is deemed to have taken delivery of the goods.

11. Customer property

11.1 The Customer's property and all property and materials supplied to the Printer by or on behalf of the Customer (including anchored blocks or soldered or patched plates or goods in transit) will be held at the Customer's risk, and the Printer accepts no liability whatsoever for loss of, or damage to, such property or material unless:

- (a) the loss or damage is caused by the failure of the printer to exercise due care and skill;
- (b) otherwise agreed by the printer in writing.

11.2 Unless otherwise agreed in writing by the Printer, the Printer accepts no responsibility for the insurance of such property or material. In the event of the Printer agreeing in writing to insure such property or material, the cost of insurance premiums shall be charged to the Customer.

11.3 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 Printer in respect of any such counting or checking request by the Customer.

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

11.5 Where materials or equipment are supplied or specified by the Customer the Printer accepts no responsibility for imperfect work caused by defects in or unsuitability of such materials or equipment.

11.6 An extra charge may be made by the Printer for handling or storing property or material supplied by, or on behalf of, the Customer.

11.7 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 paid for by the Customer.

11.8 The Printer shall, in respect of all unpaid debts due from the customer, have a general lien on all goods and property in his hands and may dispose of such goods or property as he thinks fit and to apply the proceeds toward such debts.

12. Liability

12.1 Except as the Terms specifically state, or as contained in any express warranty provided in relation to the goods or services, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services or any contractual remedy for their failure.

12.2 If the Customer is a consumer, nothing in these Terms restricts, limits or modifies the Customer's rights or remedies against the Printer for failure of a statutory guarantee under the ACL.

12.3 If the Customer on-supplies the goods to a consumer:

(a) if the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of the Printer's liability to the Customer;

(b) if the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption, then payment of any amount required under section 274 of the ACL is the absolute limit of the Printer's liability to the Customer, howsoever arising under or in connection with the sale, installation, use of, possession of, storage of, or any other dealings with the goods or services by the Customer or any third party.

12.4 If clause 12.2 or 12.3 does not apply, then other than as stated in the Terms or any written warranty statement, the Printer is not liable to the Customer in any way howsoever arising under or in connection with the sale, installation, use of, possession of, storage of, or any other dealings with the goods or services by the Customer or any third party.

12.5 The Printer is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.

12.6 The Customer acknowledges that it has not made known, either expressly or by implication, to the Printer any purpose for which it requires the goods or services and it has the sole responsibility of satisfying itself that the goods or services are suitable for its use.

12.7 Nothing in the Terms is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be so excluded, restricted or modified.





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13. Cancellation

13.1 If the Printer is unable to deliver or provide the goods or services, then it may cancel the Customer's order (even if it has been accepted) by written notice to the Customer.

13.2 Whilst the Printer will make every effort to deliver goods and provides services in accordance with the provisions of any quotation, the dates for delivery are estimated dates only and the Printer shall not be liable under any circumstances for late delivery of goods or services.

13.3 Every endeavour will be made to deliver the correct quantity ordered, but estimates and/or orders are conditioned upon a margin of 10%, irrespective of numbers of colours, being allowed for overs or shortages. Such overs shall be charged for and shortages deducted.

13.4 No purported cancellation or suspension of an order or any part of it by the Customer is binding on the Printer once the order has been accepted.

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14. Shortages and Exchanges

14.1 Subject to clause 14.2 and 14.4, the Printer will not be liable for any shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies the Printer with full details and description within 10 days of delivery. Otherwise, the Customer is deemed to have accepted the goods.

14.2 When any shortages, claim for damaged goods or non-compliance with the Agreement specifications is accepted by the Printer, the Printer may, at its option, repair the goods, replace the goods, or refund the price of the goods.

14.3 Subject to clause 14.4, the Printer will not under any circumstances accept goods for return that:

- (a) have been specifically produced, imported or acquired to fulfil the Agreement;
- (b) are discontinued goods or no longer stocked by the Printer;
- (c) have been altered in any way;
- (d) have been used; or
- (e) are not in their original condition and packaging.

14.4 If the Customer is a consumer, nothing in this clause 14 limits any remedy available for a failure of the statutory guarantees in sections 56 and 57 of the ACL.

15. Standing Material

15.1 At the discretion of the Printer, all plates, type, cutting forms and other surfaces and/or film, bromides, etc, may be cleaned off and/or broken up and/or destroyed immediately on completion of work unless otherwise agreed by the Printer in writing. All matter kept standing by the Printer at the request of the Customer shall remain the absolute property of the Printer unless otherwise provided. If, at the request of the Customer, the Printer agrees to keep matter standing, an additional charge may be made for storage, maintenance and any other necessary attention.

16. Intellectual Property

16.1 The Customer acknowledges that it has no proprietary right or interest in the Intellectual Property.

16.2 The Customer must not register or record or attempt to register or record anywhere in the world the Intellectual Property or any part thereof nor any patents, inventions, trademarks or designs derived from or similar to it, nor aid or abet anyone else in doing so.

16.3 The Customer must not at any time create, sell, manufacture or process any products using or taking advantage of the Intellectual Property.

16.4 Any Intellectual Property provided to the Customer by the Printer in connection with the goods or services remains the exclusive property of the Printer and must be returned to the Printer on demand. The Customer must not copy nor communicate the Intellectual Property to any third party without the Printer's express prior written consent.

17. Force Majeure

17.1 The Printer is not liable in any way howsoever arising under the Agreement to the extent that it is prevented from acting by events beyond its reasonable control, including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts or threats of terrorism, or acts of war. If an event of force majeure occurs, the Printer may suspend or terminate the Agreement by written notice to the Customer.

18. Miscellaneous

18.1 The law of New South Wales from time to time governs the Terms. The parties agree to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

18.2 The Printer's failure to enforce any of these Terms shall not be construed as a waiver of any of the Printer's rights.

18.3 If a clause is unenforceable it must be read down so as to be enforceable or, if it cannot be so read down, it must be severed from these Terms without affecting the enforceability of the remaining terms.





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18.4 A notice must be in writing and handed personally or sent by facsimile, email or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received upon confirmation of successful transmission.

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PAPER ROLLS AUSTRALIA PTY LTD ABN 11 078 630 592

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2.8 The Printer may vary or amend these Terms by written notice to the Customer at any time. Any variations or amendments will apply to orders placed after the notice date.

3. Pricing



lamsonparagon.com.au



gippslandtradeprinters.com.au



paperrolls.com.au



fairplayprint.com.au



chequemates.com.au



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3.1 Prices quoted for the supply of goods and services exclude GST and any other taxes or duties imposed on or in relation to the goods and services. In addition to payment of the price of goods and services, the Customer must pay any GST and any other taxes or duties imposed on the goods and services.

3.2 Where there is any change in the costs incurred by the Printer in relation to the goods or services, the Printer may vary its price to take account of any such change, by notifying the Customer. Estimates supplied in any quotation are based on the current costs of production and, unless otherwise agreed, are subject to amendment by the Printer before or after acceptance of the quotation to meet any rise and fall in such costs between the date of quotation and the date of execution of the order.

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3.3 If the Customer requests any variation to the Agreement, the Printer may increase the price to account for the variation.

3.4 The Printer shall be entitled to charge the amount of any sales tax payable, whether or not included in the quotation.

3.5 All work carried out, whether experimentally or otherwise, at the Customer's request, will be charged to the Customer.

3.6 Proofs of all work may be submitted for the Customer's approval and the Printer shall incur no liability for any errors not corrected by the Customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby, shall be charged as an extra. When style, type or layout is left to the Printer's judgment, changes therefrom made by the Customer shall be charged as an extra.

3.7 All extra work caused by authors' corrections, including resetting and/or the over-running of composition shall be charged as an extra.

3.8 Unless otherwise agreed, the Customer shall bear the cost of type, hot metal and/or bromides, film, ornaments or artwork, specially purchased at the Customer's request.

3.9 Where the performance of any contract with the Customer requires the Printer to obtain goods or services from a third party, the contract between the Printer and the Customer shall incorporate and shall be subject to the conditions of supply of such goods and services to the Printer, and the Customer shall be liable for the cost in full of such goods or services.

4. Payment

4.1 Unless otherwise agreed in writing:

(a) Subject to 4.1(b), full payment for the goods or services must be made within 30 days of the end of month of the date of the Printer's invoice, unless stated otherwise on any invoice.

(b) The Printer reserves the right to require payment in full on delivery of the goods or completion of the services.

4.2 The time for payment is of the essence.

4.3 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

4.4 Payment terms may be revoked or amended at the Printer's sole discretion immediately upon giving the Customer written notice.

4.5 The suspension by the Customer of any work, for any reason, for a period exceeding thirty (30) days shall entitle the Printer to payment for work already carried out, materials specially ordered for that work and all other additional costs, including storage.

5. Payment Default

5.1 If the Customer defaults in payment by the due date of any amount payable to the Printer, then all money which would become payable by the Customer to the Printer at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Printer may, without prejudice to any of its other accrued or contingent rights:

(a) charge the Customer interest on any sum due at the prevailing rate pursuant to the *Uniform Civil Procedure Act (NSW)* plus 2% for the period from the due date until the date of payment in full;

(b) charge the Customer for, and the Customer must indemnify the Printer from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Agreement or to recover any goods;

(c) cease or suspend supply of any further goods or services to the Customer;

(d) by written notice to the Customer, terminate any uncompleted contract with the Customer.

5.2 Clauses 5.1(c) and (d) may also be relied upon, at the Printer's option:

(a) where the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(b) where the Customer is a corporation and it ceases to carry on business, or threatens to cease to carry on business, or if in the opinion of the Printer there has been a material adverse change in the financial position of the Customer, or if the Customer enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver, manager or similar functionary appointed in respect of its assets, or





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any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

6. Rights in relation to the goods

6.1 In connection with the goods, while they remain the property of the Printer, the Customer agrees with the Printer that:

- (a) The Customer has no right or claim to any interest in the goods to secure any liquidated or unliquidated debt or obligation the Printer owes to the Customer;
- (b) The Customer cannot claim any lien over the goods;
- (c) The Customer will not create any absolute or defeasible interest in the goods in relation to any third party except as may be authorised by the Printer.

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6.2 The Printer and the Customer agree that:

- (a) Until the Printer receives full payment in cleared funds for all goods and services supplied by it to the Customer, as well as full payment of all other amounts owing by the Customer to the Printer on any account whatsoever, title and property in all goods remains vested in the Printer and does not pass to the Customer;
- (b) The Customer is a bailee of the goods until such time as property in them passes to the Customer and the bailment continues in relation to each of the goods until the price of the goods and all other goods and services have been paid in full;
- (c) Pending payment in full for all goods and services, the Customer:
 - (i) must not supply any of the goods to any person outside of its ordinary or usual course of business;
 - (ii) must not allow any person to have or acquire any security interest in the goods;
 - (iii) must insure the goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Customer carries on business and;
 - (iv) must not remove, deface or obliterate any identifying plate, mark or number on any of the goods.

6.3 Despite clause 6.2, if the Customer supplies any of the goods to any person before all monies payable by the Customer have been paid to the Printer, the Customer agrees that:

- (a) it holds the proceeds of re-supply of all the goods on trust for and as agent for the Printer immediately when they are receivable or are received;
- (b) it must either pay the amount of the proceeds of re-supply to the Printer immediately when they are received or pay those proceeds into a separate account with a bank or a financial institution or deposit-taking institution as trustee for the Printer;
- (c) if the Customer fails to pay for the goods within the period of credit (if any) extended by the Printer to the Customer, the Printer may recover possession of all the goods at any site owned, possessed or controlled by the Customer and the Customer agrees that the Printer has an irrevocable licence to do so; and
- (d) it assigns to the Printer all rights, actions, claims and demands that the Customer has against any third party to whom the goods have been on-supplied and the Printer may in its discretion give notice to that third party of this assignment and require the third party to directly account to the Printer for all amounts owing by the third party to the Customer in respect to the goods supplied and any payment to the Printer shall constitute a good discharge of the third party's obligation to pay the Customer to the extent of such payment.

7. Personal Property Securities Act

7.1 Definitions

For the purposes of this clause, the following definitions apply:

PPSA means the Personal Property Securities Act 2009 (Cth).

Words and expressions which are not defined in this document but which have a defined meaning in the PPSA have the same meaning.

7.2 The Customer hereby acknowledges that these Terms constitute a security interest in favour of the Printer in all goods previously supplied by the Printer to the Customer (if any) and all after acquired goods supplied by the Printer to the Customer (or for the Customer's account) and in the proceeds of sale of the goods to secure the payment from time to time and at a time, including future advances.

7.3 The Customer acknowledges and agrees that by assenting to these terms the Customer grants a security interest (by virtue of the retention of title clause in these Terms) to the Printer in all goods supplied by the Printer to the Customer (or for the Customer's account) and these Terms shall apply notwithstanding anything express or implied to the contrary contained in the Customer's purchase order.

7.4 Purchase money Security interest: The Customer acknowledges that the Printer will have a purchase money security interest in the goods.

7.5 Proceeds: The Customer acknowledges that the Printer's rights and interest in proceeds derived from the goods constitute a security interest in such proceeds.

7.6 Financing statements: The Printer may register any security interest contemplated by this agreement on the PPS Register in any manner it chooses (including by registering one or more financing statements in relation to its interest in the goods, with such





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expiry dates as the Printer determines in its absolute discretion). The Customer must provide the Printer with any information it requires for the purposes of effecting such registration.

7.7 Notices: For the purpose of section 157(3) of the PPSA, the Customer irrevocably and unconditionally waives its right to receive any notice from the Printer in connection with the registration of a financing statement or a financing change statement in respect of the goods.

7.8 Goods not inventory: The Customer warrants that the goods are not, and will not be, inventory of the Customer.

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Date _____

7.9 Confidentiality: The parties agree that other than the existence of a security interest in any goods, and details of the relevant goods, and the amount (if any) owing by the Customer to the Printer from time to time in relation to any goods, all other information relating to this agreement is subject to a duty of confidence, and must not be disclosed to any party other than:

- a) to a related body corporate of the Printer;
- b) to an advisor, employee, banker, auditor or other consultant of the Printer;
- c) to a potential assignee of the Printer; or
- d) as required by any law (other than section 275 of PPSA) or by any government body or stock exchange.

7.10 Costs: The Customer agrees that any action taken by the Printer in relation to the Customer's security interest in goods is at the cost of the Customer.

7.11 Fixtures: The Customer warrants that the goods are not, and will not become, a fixture for the purposes of the PPSA, and agrees to take such steps as the printer reasonably requires to prevent the goods becoming a fixture for the purposes of the PPSA. The Printer will be entitled to remove the goods from any premises owned or occupied by the Customer (whether or not the goods are affixed) following a default by the Customer under this agreement, and the Customer agrees:

- a) to procure appropriate acknowledgements from any owner, landlord or mortgagee of the premises, in a form reasonably required by the Printer, to ensure that the Printer's interest in the goods, its rights to remove the goods from the premises, and its right to enter the premises for that purpose, are acknowledged; and
- b) to detach, or procure the detachment of, the goods from the premises following a default by the Customer under this agreement.

7.12 Enforcement: The parties agree that for the purpose of section 115 of the PPSA, the following sections of the PPSA will not apply to any collateral:

- a) section 95 (notice by secured party of removal of accession);
- b) section 121(4) (notice by secured party of enforcement of security interest in liquid assets);
- c) section 125 (obligation of secured party to dispose of or retain collateral after seizure);
- d) section 130, to the extent that it requires the Printer to give any notice to the Customer (notice by secured party of disposal of collateral);
- e) section 132 (3)(d) (obligation of secured party to show amounts paid to other secured parties in statement of account);
- f) section 132(4) (statement of account by secured party if it does not dispose of collateral within prescribed period) and
- g) section 135 (notice by secured party of retention of collateral).

8. Risk and Insurance

8.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise will pass to the Customer immediately on the goods being delivered to the Customer or taken from the Printer's premises.

8.2 The goods are sold to the Customer on the basis that the Customer has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the goods.

8.3 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use, installation, storage or possession of any of the goods sold by the Printer, unless recoverable from the Printer on the failure of any statutory guarantee under the ACL.

9. Performance of Agreement

9.1 Any period or date for delivery of goods or provision of services stated by the Printer is an estimate only and not a contractual commitment.

9.2 The Printer will use its reasonable endeavours to meet any estimated dates for delivery of the goods or provision of services but will not be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

9.3 If the Printer cannot deliver goods or complete the services by any estimated date, it will do so within a reasonable time.

9.4 Every endeavour will be made to deliver the correct quantity of goods ordered, but estimates and/or orders are conditioned upon a margin of 10%, irrespective of numbers of colours, being allowed for overs or shortages. Such overs shall be charged for and shortages deducted.





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10. Delivery

10.1 Subject to clause 10.6, the Printer will arrange for the delivery of the goods to the Customer.

10.2 Unless otherwise agreed, the Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.

10.3 The Customer indemnifies the Printer against any loss or damage suffered by the Printer, its sub-contractors or employees as a result of delivery, except where the Customer is a consumer and the Printer has not used due care and skill.

10.4 The Printer may make part delivery of goods and services and may invoice the Customer for the goods or services so delivered or completed.

10.5 If delivery is attempted and is unable to be completed, the Customer is deemed to have taken delivery of the goods.

10.6 If agreed that the Customer will collect the goods:

(a) the Customer must collect the goods within 7 days of being advised that they are ready;

(b) if the Customer does not collect the goods within this time, the Customer is deemed to have taken delivery of the goods.

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11. Customer property

11.1 The Customer's property and all property and materials supplied to the Printer by or on behalf of the Customer (including anchored blocks or soldered or patched plates or goods in transit) will be held at the Customer's risk, and the Printer accepts no liability whatsoever for loss of, or damage to, such property or material unless:

a) the loss or damage is caused by the failure of the printer to exercise due care and skill;

b) otherwise agreed by the printer in writing.

11.2 Unless otherwise agreed in writing by the Printer, the Printer accepts no responsibility for the insurance of such property or material. In the event of the Printer agreeing in writing to insure such property or material, the cost of insurance premiums shall be charged to the Customer.

11.3 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 Printer in respect of any such counting or checking request by the Customer.

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

11.5 Where materials or equipment are supplied or specified by the Customer the Printer accepts no responsibility for imperfect work caused by defects in or unsuitability of such materials or equipment.

11.6 An extra charge may be made by the Printer for handling or storing property or material supplied by, or on behalf of, the Customer.

11.7 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 paid for by the Customer.

11.8 The Printer shall, in respect of all unpaid debts due from the customer, have a general lien on all goods and property in his hands and shall be entitled on the expiration of 14 days (or such other period as the Printer may stipulate) notice to the Customer to dispose of such goods or property as he thinks fit and to apply the proceeds toward such debts.

12. Liability

12.1 Except as the Terms specifically state, or as contained in any express warranty provided in relation to the goods or services, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services or any contractual remedy for their failure.

12.2 If the Customer is a consumer, nothing in these Terms restricts, limits or modifies the Customer's rights or remedies against the Printer for failure of a statutory guarantee under the ACL.

12.3 If the Customer on-supplies the goods to a consumer:

(a) if the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of the Printer's liability to the Customer;

(b) if the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption, then payment of any amount required under section 274 of the ACL is the absolute limit of the Printer's liability to the Customer, howsoever arising under or in connection with the sale, installation, use of, possession of, storage of, or any other dealings with the goods or services by the Customer or any third party.

12.4 If clause 12.2 or 12.3 does not apply, then other than as stated in the Terms or any written warranty statement, the Printer is not liable to the Customer in any way howsoever arising under or in connection with the sale, installation, use of, possession of, storage of, or any other dealings with the goods or services by the Customer or any third party.





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12.5 The Printer is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.

12.6 The Customer acknowledges that it has not made known, either expressly or by implication, to the Printer any purpose for which it requires the goods or services and it has the sole responsibility of satisfying itself that the goods or services are suitable for its use.

12.7 Nothing in the Terms is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be so excluded, restricted or modified.

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Date _____

13. Cancellation

13.1 If the Printer is unable to deliver or provide the goods or services, then it may cancel the Customer's order (even if it has been accepted) by written notice to the Customer.

13.2 No purported cancellation or suspension of an order or any part of it by the Customer is binding on the Printer once the order has been accepted.

14. Shortages and Exchanges

14.1 Subject to clause 14.2 and 14.4, the Printer will not be liable for any shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies the Printer with full details and description within 10 days of delivery. Otherwise, the Customer is deemed to have accepted the goods.

14.2 When any shortages, claim for damaged goods or non-compliance with the Agreement specifications is accepted by the Printer, the Printer may, at its option, repair the goods, replace the goods, or refund the price of the goods.

14.3 Subject to clause 14.4, the Printer will not under any circumstances accept goods for return that:

- (a) have been specifically produced, imported or acquired to fulfil the Agreement;
- (b) are discontinued goods or no longer stocked by the Printer;
- (c) have been altered in any way;
- (d) have been used; or
- (e) are not in their original condition and packaging.

14.4 If the Customer is a consumer, nothing in this clause 14 limits any remedy available for a failure of the statutory guarantees in sections 56 and 57 of the ACL.

15. Standing Material

15.1 At the discretion of the Printer, all plates, type, cutting forms and other surfaces and/or film, bromides, etc., may be cleaned off and/or broken up and/or destroyed immediately on completion of work unless otherwise agreed by the Printer in writing. All matter kept standing by the Printer at the request of the Customer shall remain the absolute property of the Printer unless otherwise provided. If, at the request of the Customer, the Printer agrees to keep matter standing, an additional charge may be made for storage, maintenance and any other necessary attention.

16. Intellectual Property

16.1 The Customer acknowledges that it has no proprietary right or interest in the Intellectual Property.

16.2 The Customer must not register or record or attempt to register or record anywhere in the world the Intellectual Property or any part thereof nor any patents, inventions, trademarks or designs derived from or similar to it, nor aid or abet anyone else in doing so.

16.3 The Customer must not at any time create, sell, manufacture or process any products using or taking advantage of the Intellectual Property.

16.4 Any Intellectual Property provided to the Customer by the Printer in connection with the goods or services remains the exclusive property of the Printer and must be returned to the Printer on demand. The Customer must not copy nor communicate the Intellectual Property to any third party without the Printer's express prior written consent.

17. Force Majeure

17.1 The Printer is not liable in any way howsoever arising under the Agreement to the extent that it is prevented from acting by events beyond its reasonable control, including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts or threats of terrorism, or acts of war. If an event of force majeure occurs, the Printer may suspend or terminate the Agreement by written notice to the Customer.





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18. Miscellaneous

18.1 The law of New South Wales from time to time governs the Terms. The parties agree to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

18.2 The Printer's failure to enforce any of these Terms shall not be construed as a waiver of any of the Printer's rights.

18.3 If a clause is unenforceable it must be read down so as to be enforceable or, if it cannot be so read down, it must be severed from these Terms without affecting the enforceability of the remaining terms.

18.4 A notice must be in writing and handed personally or sent by facsimile, email or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received upon confirmation of successful transmission.

Initial _____
Date _____

CHEQUE-MATES PTY LIMITED ABN 51 002 082 466

TERMS AND CONDITIONS OF TRADE

These Terms and Conditions apply to all Goods supplied and to all work and services (including, but not limited to, printing and mailing services) performed by Cheque-Mates Pty Ltd ('CM'). They are the only terms on which CM will supply Goods and perform work and services. CM will not supply Goods and/or perform work and services on any written or oral terms, conditions, counter offers or amendments proposed by or on behalf of the customer at any time.

1. INTRODUCTION

1.1 Application of these Terms and Conditions

These Terms and Conditions are incorporated into any contract between CM and its customer for the supply of goods and/or services by CM to the customer.

1.2 Interpretation

In these Terms and Conditions: "Agreement" means these Terms and Conditions which apply to the supply of goods and services and/or the performance of work and services by CM to the customer; "Business Day" means a day on which banks are open for general banking business in the State or Territory in which CM premises are located; "Estimate" means the estimate referred to in sub-clause 2.1 (b) (as amended in accordance with clause 2.4); "Goods" means the final goods produced by CM by completing the Order; "GST" means A New Tax System (Goods and Services Tax) Act, 1999; "Interest Rate" means the aggregate of two percentum (2%) and the rate of interest expressed as a percentage per annum charged by the Commonwealth Bank of Australia from time to time on Overdraft Accounts exceeding One Hundred Thousand Dollars; "Order" means a purchase order by the customer to CM to supply goods or services in response to a Quote; "Quote" means the quote described in clause 2.1. "PPSA" means the *Personal Property Securities Act 2009 (Cth)*.

1.3 General

In these Terms and Conditions, unless the context otherwise requires;

- (a) the singular includes the plural and vice versa;
- (b) a reference to a clause is a reference to a clause of these Terms and Conditions;
- (c) a reference to a party to these Terms and Conditions or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (e) a reference to a period of time (including, without limitation, a year, a quarter, a month and a day) is to a calendar period.

1.4 Headings

In these Terms and Conditions, headings are for convenient reference only and do not affect interpretation.

1.5 Business Day

If the day on which any act, matter or thing is to be done under this agreement is not a Business Day, that act, matter or thing:

- (a) if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day; and
- (b) in all other cases, may be done on the next Business Day.

2. QUOTES

2.1 CM to supply Quote

CM may if, requested by the customer, give the customer a Quote specifying:

- (a) the Goods to be supplied and/or the work and services required to be done in order to fulfil the customer's instructions; and





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(b) an estimate of CM charges for the supply of Goods and/or the performance of such work and services.

2.2 Acceptance by CM

Where CM has given the customer a Quote:

- (a) the Quote is an invitation to treat only.
- (b) CM need not commence work until it has received an offer in the form of a written Order from the customer in response to the Quote and has accepted the customer's Order.
- (c) CM has absolute discretion to refuse to accept any Order.
- (d) An Order is accepted by CM when CM accepts, in writing, the customer's Order or provides the customer with the Goods or services in connection with the Order.
- (e) Any Order accepted by CM shall be deemed to incorporate these Terms and Conditions notwithstanding any provision to the contrary which may be contained in the Order.

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2.3 Quote evidence of instructions

If an Order is issued in response to a written Quote, the goods or services the subject of the Quote shall be carried out and the customer shall pay for the goods and services in accordance with these Terms and Conditions and in accordance with any additional terms as may be contained in the Quote or any invoice issued by CM.

2.4 CM may revise Estimate

CM may amend or vary any Estimate before the Order has been completed to take into account any rise or fall in the cost of performing the Order and CM shall notify the customer of such amendment as soon as practicable thereafter. Upon CM giving the customer notification of such amendment such amended estimate shall be and be deemed to be the Estimate for the purposes of these Terms and Conditions.

3. CHARGES

3.1 Invoice

Subject to clause 5.3, when the Order has been completed, CM will issue an invoice to the customer for the amount of the Estimate or, if no Estimate was made, for an amount representing CM charges for the work done in filling the Order, and for any of the other charges specified in clause 3.2.

3.2 Additional Charges

In addition to the amount of the Estimate, or where no Estimate was given, in addition to the amount representing CM charge for the work done, CM may charge to the customer:

- (a) fees for any preliminary work performed at the customer's request;
- (b) fees for additional work required to be done as a result of the customer changing his, her or its instructions;
- (c) fees for having to work using poor stock supplied by the client or its third party;
- (d) fees for work which involves tables or foreign language and which was not notified to CM before the Quote was prepared;
- (e) fees for additional work required to be done as a result of author's corrections, including repagination or reformatting;
- (f) fees and other charges for work required to be done urgently, including any overtime costs;
- (g) fees for handling or storing material or equipment supplied by the customer for the purposes of the Order;
- (h) freight costs and charges;
- (i) other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause;

3.3 For the purposes of these Terms and Conditions:

- (a) the term "CM's charge" refers in each case to the standard or usual fee charged by CM from time to time in respect of the Order;
- (b) "preliminary work" means all and any work performed by CM at the customer's express or implied request, the performance of which work was necessary to enable the Order to be commenced and which work was not within the reasonable contemplation of CM at the time when CM supplied the Estimate;
- (c) "additional work" includes all work undertaken by CM as a consequence of the customer's variation, alteration or modification of its instructions in relation to the Order; and
- (d) "freight costs and charge" includes all costs and expenses incurred by CM in removing the Goods from its premises, whether by way of actual or attempted delivery to the customer or otherwise.

3.4 CM may increase the price of Goods or services after acceptance of an Order and prior to delivery of the Goods or performance of the work and services if the price increase results from an increase in the price of any inputs which comprise part of the Goods or services.

4. DELIVERY

4.1 Notification



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- (a) CM shall notify the customer when the Goods are either ready for collection or have been lodged with the specified transport provider.
- (b) Any period or date for delivery of Goods or for the provision of work and services is an estimate only and not a contractual commitment.
- (c) CM will use its reasonable endeavours to meet any estimated dates for delivery of the goods or performance of the work and services but will not be liable for any loss or damage suffered by the customer or any third party for failure to meet any estimated date.

4.2 Collection

The customer must collect the goods from CM premises upon being notified by CM that the Goods are ready for collection. If CM agrees to deliver the Goods the customer shall bear all freight costs and charges of such delivery.

4.3 Rejection

The customer is deemed to have accepted the Goods unless it makes a claim in accordance with this clause 4.3. Subject to clause 7.1 the customer may only reject the Goods if they do not comply with the customer's instructions. If the customer wishes to reject the Goods, the customer must notify CM of the rejection:

- (i) if CM agrees to deliver the Goods to the customer's premises -within 7 days of delivery (or such other time as is mutually agreed);
- (ii) otherwise – within 7 days of notification that the Goods are ready for collection (or such other time as is mutually agreed).

4.4 Risk

The risk in the Goods passes to the customer;

- (a) if CM delivers the Goods to the customer's premises – at the time of delivery;
- (b) when CM passes the goods to the specified transport provider;
- (c) otherwise – at the time CM notifies the customer that the Goods are ready for collection.

If the customer is entitled to reject the Goods and rejects the Goods in accordance with these Terms and Conditions, risk reverts to CM at the time the customer notifies CM that the Goods are rejected.

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5. PAYMENT

5.1 Time for payment

The customer must, within 14 days of the customer receiving CM invoice, pay to CM the total amount set out in the invoice. The customer must not set off any money owing or alleged to be owing by CM against any money due by the customer to CM.

5.2 Interest

CM may charge interest at the Interest Rate on amounts not paid within the time specified in clause 5.1.

5.3 Advance and progress payments

- (a) CM may issue an invoice for the amount of the Estimate before commencing the Order where CM has not previously carried out work for the customer or where CM considers it otherwise prudent to do so;
- (b) CM may, in the event that CM is of the view that completing the Order will take more than a month, 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 CM discretion) and require that proportion of the Estimate to be paid in advance of any further work being done.
- (c) If the Order is suspended for more than 30 days at the request of the customer or as a result of something for which the customer is responsible, CM may issue an invoice for a particular sum (to be specified by CM) for the work already done and for other costs incurred by CM (such as storage costs).

5.4 Damages

The customer must pay to CM any costs, expenses or losses incurred by CM as a result of the customer's failure to pay to CM all sums outstanding from the customer to CM (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 CM has received full payment in cleared funds for all Goods supplied and delivered by CM to the customer as well as full payment of all other amounts owing by the customer to CM on any account whatsoever:

- (a) Title and property in all Goods remains vested in CM and shall not pass from CM to the customer.
- (b) If the Goods are in the customer's possession, the customer shall hold the Goods as bailee of the Goods and must store the Goods so that they are clearly identifiable as the property of CM.





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- (c) In the event of default in payment for any Goods CM may call for and recover possession of the Goods (for which purposes CM employees or agents may enter the customer's premises and take possession of the Goods without liability to the customer) and the customer must deliver the Goods to CM if so directed by CM.
- (d) The customer may, in the ordinary course of the customer's business, sell the Goods to a third party but:
 - i. the proceeds of sale to the third party shall be held by the customer as trustee for CM and the customer shall account to CM for those sums; and
 - ii. if CM requires, the customer shall assign to CM the customer's claim against the third party and shall execute all documents necessary to effect that assignment.

6.2 General lien

CM shall, in respect of all sums owned by the customer to CM hereunder, have a general lien on all property of the customer in CM possession and may, after 14 days' notice to the customer, sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed. In the event that any of the customer's property held by CM as aforesaid enjoys copyright protection in favour of the customer, the customer hereby grants to CM a licence to exercise the rights conferred on CM under this clause.

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7. LIABILITY

7.1 Proofs

If CM submits to the customer a personalised proof of the Goods CM will not be responsible for any errors in the Goods which appeared in the proof and which were not corrected 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 customer 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

CM disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the customer, 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. To the extent permitted by law, the liability of CM for a breach of a Non-excludable Right is limited, at CM 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 these Terms and Conditions, CM is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the customer for:

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

7.5 Electronic data

Without limiting the generality of the foregoing clauses, CM will not be liable to the customer for loss, however caused, of any data stored on disks, tapes, compact disks or other media supplied by the customer to CM.

7.6 Customer's property

Subject to clause 7.5, CM will not be liable for the damage, loss or destruction of any property of the customer in CM possession unless the loss or damage is caused solely by gross negligence, act or omission of CM to exercise due care and skill in handling or storing the property.

7.7 Total Liability

CM's total liability under any contract and the Agreement shall not exceed the total dollar amount of the Goods purchased by the customer under each contract.

7.8 Mitigation

CM's liability under the Agreement will be reduced by the amount of any contributory loss or damage to the extent caused by the customer's act or omission.

7.9 Force Majeure

CM will have no liability to the customer in relation to any loss, damage or expense caused by CM 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 CM normal suppliers to supply necessary materials or any other matter beyond CM control. If a delay or failure to perform its obligations (other than an obligation to pay money) is due to Force Majeure, the performance of CM's obligations under the Agreement will be suspended.





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8. PERSONAL PROPERTY SECURITIES ACT, 2009

For the purposes of this clause, Words and expressions which are not defined in this document but which have a defined meaning in the PPSA have the same meaning

8.1 The customer acknowledges that the Agreement creates a security interest under the PPSA in the Goods and the proceeds of sale of the Goods.

8.2 The customer agrees:

- (a)** to do all things necessary and required by CM to ensure that the security interest is a perfected purchase money security interest under PPSA; and
- (b)** not to allow any third party to acquire a security interest in the Goods.

8.3 To the extent that the Goods are for the customer's business use, the customer agrees to the extent permitted under the PPSA, that the customer has no right:

- (a)** to receive notice of removal of an accession under the PPSA, or
- (b)** under Chapter 4 of the PPSA; or
- (c)** under the PPSA to receive a copy of any verification statement or financing change of statement under the PPSA.

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9. GENERAL MATTERS

9.1 Periodicals

If the contract between CM and customer relates to more than one issue of periodical:

- (a)** Each issue will, for the purposes of these Terms and Conditions, be considered to be one Order;
- (b)** Subject to sub-clause (c), a party may not terminate a contract to which these Terms and Conditions apply unless:
 - (i)** in the case of on-going weekly work instead of periodicals published weekly or more frequently, that party has given 4 weeks' notice of that party's intention to terminate the contract;
 - (ii)** in the case of on-going fortnightly work instead 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;
 - (iii)** in the case of on-going work completed less frequently instead of periodicals published less frequently than fortnightly, that party has given 13 weeks' notice of that party's intention to terminate the contract.
- (c)** Notwithstanding sub-clause (b), CM may terminate the contract at any time if the customer is in breach of any of provision of these Terms and Conditions relating to payment.

9.2 Alterations to style etc

If, before the Quote is prepared, the customer does not give CM specific instructions in relation to style, type or layout;

- (a)** CM may use any style, type and layout which, in CM opinion, is appropriate; and
- (b)** CM may charge an additional amount for any additional work required to be done (including the production of additional proofs) as a result of the customer subsequently altering the style, type or layout used by CM.

9.3 Outside work

If CM has to obtain goods (including typefaces, envelopes, over printing or other supplies) and/or services not normally stocked or supplied by CM from a third party in order to carry out the customer's instructions:

- (a)** CM 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 such goods and/or services;
- (b)** CM acquires such goods and/or services as agent for the customer and not as principal and 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;
- (c)** The customer must pay for such goods and/or services; and
- (d)** Property in any such goods obtained from a third party and incorporated into the Goods passes to CM at the time of incorporation.

9.4 Material supplied by customer

If CM and the customer agree that the customer is responsible for supplying materials or equipment for the purposes of the Order:

- (a)** The customer must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by CM if requested. If not, 10% is the required amount;
- (b)** CM will not normally count or check the materials and if requested by the customer to do so, may charge for counting or checking;
- (c)** CM 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 customer;
- (d)** Property in any materials supplied by the customer and incorporated into the Goods passes to CM at the time of incorporation.

9.5 Property left with CM





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If the customer leaves property in CM possession without specific instructions as to what is to be done with it, CM 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.

9.6 Responsibility to insure

CM has no obligation to insure any property of the customer in CM possession. The customer must pay the cost of any insurance arranged by CM at the request of the customer.

9.7 Ancillary materials

Unless CM and customer agree otherwise, drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, plates or cylinders, electros, stereos, discs, tapes, compact discs, specific programs and scripts, or other media or data and other material produced by CM 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 CM.

9.8 Copyright

(a) Copyright in all artistic and literary works authored by CM shall be property of CM.

(b) The customer:

(i) warrants that the customer has copyright in or a licence to authorise CM to reproduce, all artistic and literary works supplied by the customer to CM for the purposes of the Order and the customer hereby expressly authorises CM to reproduce all and any of such works for the purposes aforesaid;

(ii) hereby indemnifies and agrees to keep indemnified CM against all liability, losses or expenses incurred by CM in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright in such literary and artistic works supplied as aforesaid; and

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(c) The customer is hereby granted a non-exclusive license to use the copyright in any literary and/or artistic works authored by CM for the purposes of the Order however the exercise of such licence shall be conditional upon CM having received all monies due to CM under these Terms and Conditions.

9.9 Ideas

The customer must keep confidential and not use any ideas communicated by CM to the customer without CM written consent.

9.10 Electronic/magnetic media

All disks, tapes, compact disks or other media (other than media supplied by the customer) used by CM to store data for the purposes of completing the Order are the property of CM. The customer cannot require CM to supply to the customer any data so stored. In the event that CM does supply any data so stored or created CM may charge for supplying such data to the customer.

9.11 Storage of electronic data

CM will not be responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed, if CM agrees to store such data, CM may charge for doing so.

9.12 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.

9.13 Severability

Any provision in these Terms and Conditions which 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.

9.14 Governing law and jurisdiction

These Terms and Conditions are governed by the law in force in the State or Territory in which CM 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.

10. GOODS AND SERVICES TAX

10.1 All amounts are GST exclusive amounts

All amounts expressed or described in these Terms and Conditions are GST exclusive amounts.

10.2 All amounts to be increased for any GST

If any GST is payable by CM in respect of the supply of any goods or services to the customer, then the amount expressed or described in these Terms and Conditions ('Original Amount') is to be increased so that CM receives an amount ('Increased Amount') which, after subtracting the GST liability of CM on that Increased Amount, results in CM retaining the Original Amount after payment of that GST liability.

10.3 Out of pocket expenses are GST inclusive

All out of pocket expenses referred to in these Terms and Conditions are GST inclusive out of pocket expenses.





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10.4 CM to assist Customer

CM will do all things reasonably available to it to assist the customer to claim on a timely basis any input tax credits (if any) the customer may be entitled to claim for any acquisition of goods and services from CM. This includes CM maintaining its registered status for GST purposes, and issuing tax invoices for supplies made under these Terms and Conditions on a timely basis as reasonably requested by the customer.

SIGNED for and on behalf of[Company Name]

.....
Authorised representative name

.....
Signature

.....
Date

