

AUSTRALIAN PLASTIC CARD COMPANY PTY LTD (TRADING AS RED E GROUP)

1. INTRODUCTION

1.1 Application of these Terms and Conditions

These Terms and Conditions are incorporated in to any agreement between Australian Plastic Card Company Pty Ltd trading as Red e Group (hereinafter referred to as "APCC" and the customer for the supply of Goods and /or services by APCC to the customer.

1.2 Interpretation

In those Terms and Conditions:

"Business Day" means a day on which banks are open for general banking business in the State of Victoria;

"Quote" means the quote referred to in sub-clause 2.1(b) (as amended in accordance with clause 2.4)

"Goods" means the final Goods produced by APCC by completing the Order;

"Order" means all work required to be done in order to fulfil the customer's instructions.

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, , substitutes, 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 effect 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 Printer to supply quote

APCC may give the customer a Quote specifying:

- (a) the work required to be done in Order to fulfil the customer's instructions;
- (b) a Quote of APCC's charges

2.2 Acceptance by customer:

When APCC has given the customer the Quote:

- (a) APCC need not commence work until the Quote has been accepted by the customer.
- (b) The customer may accept the Quote by instructing APCC to commence work.

2.3 Quote evidence of instructions

If a written Quote is accepted by the customer, the written Quote will be conclusive proof of the customer's instructions and the Order.

2.4 Printer may revise Quote

Unless APCC and customer agree otherwise, the Quote may, at any time before the Order is completed, be amended by APCC to take into account any rise or fall in the cost of performing the Order,

3. CHARGES

3.1 Invoice

When the Order has been fully or partially completed, APCC will issue a Tax invoice plus applicable Goods and Services Tax (GST) to the customer for the amount of the Quote, or, if no Quote was made, an amount plus applicable GST representing APCC's charge for the work done, and for any of the other charges plus applicable GST specified in clause 3.2

3.2 Charges additional to Quoted price

In addition to the amount of the Quote, APCC may charge to the customer:

- (a) the amount of any applicable Goods and Services Tax (GST) payable on:
 - (i) the Goods;
 - (ii) any Goods or services produced in the course of performing the Order.
- (b) fees for any preliminary work performed at the customer's request;
- (c) fees for additional work required to be done as a result of the customer changing his, her or its instructions;
- (d) fees for having to work off poor copy;
- (e) fees for work which involves tables or foreign language and which was notified to APCC before the Quote was prepared;
- (f) fees for additional work required to be done as result of author's corrections, including repagination, reformatting, programming, administration, reporting etc.;
- (g) fees and other charges for work required to be done urgently, including any overtime costs;

- (h) fees for handling or storing material or equipment supplied by the customer for the purposes of the Order;
- (i) fees for changing or correcting, in Order to ensure that the Goods are properly produced, any plates , film, bromides , artwork or any document including computer files supplied for the purposes of the Order by the customer;;
- (j) freight costs and charges;
- (k) other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause;

4. DELIVERY

4.1 Notification

APCC must notify the customer when the Goods are ready for collection. Unless APCC and the customer agree otherwise, the customer must collect the Goods from APCC's premises upon being notified by APCC that the Goods are ready for collection.

4.3 Dispatch

Should the customer require the Goods to be delivered to either themselves or a third party, then APCC will select the most suitable method for such delivery unless a specific service is requested and authorised in writing by the customer.

4.4 Rejection

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 APCC of the rejection:

- (a) if APCC is required to deliver the Goods to the customer's premises – within 7 days of delivery (or such other time as is agreed);
- (b) otherwise – within 7 days of notification that the Goods are ready for collection (or such other time as is agreed).

4.4 Risk

The risk in the Goods passes to the customer;

- (a) if APCC is required to deliver the Goods to the Customer's premises – at the time of delivery;
- (b) otherwise – at the time APCC notifies the customer that the Goods that the Goods are ready for collection. If the customer is entitled to reject the Goods and rejects the Goods in accordance with these Term and Conditions, risk only reverts to APCC when the Goods are returned to APCC's premises

5. PAYMENT

5.1 Time of payment

Unless APCC and the customer agree otherwise, on receipt of APCC's invoice, the customer must pay to APCC the total amount set out in such invoice, within the time specified in the Quote.

5.2 Interest

APCC may charge interest at the rate of 2% per month on amounts not paid within the time specified in clause 5.1

5.3 Advance and Progress payments

APCC may:

- (a) if APCC has not previously done work for the customer, issue a Tax Invoice plus applicable GST for the amount of the Quote before commencing the Order;
- (b) if completing the Order will take more than a month, at any time before the Order is completed issue one or more Tax Invoices plus applicable GST for a proportion of amount of the Quote (the proportion to be at APCC's discretion) or require a proportion of the Quote to be paid in advance of any work being done.

5.4 Suspension of work

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, APCC will issue a Tax invoice plus applicable GST for a particular sum (to be specified by APCC) for the work already done and for other costs incurred by APCC (such as storage costs).

5.5 Damages

The customer must pay to APCC any costs, expenses or losses incurred by APCC as a result of the customer's failure to pay to APCC all sums outstanding from the customer to APCC (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 the customer has paid all sums outstanding in relation to the Goods;

- (a) property in the Goods does not pass from APCC to the customer.
- (b) if the Goods are in the customer's possession, the customer holds the Goods as trustee for APCC and must store the Goods so that they are clearly identifiable as the property of APCC.
- (c) APCC may call for and recover possession of the Goods (for which purpose APCC's 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 APCC if so directed by APCC.

- (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 are held by the customer as trustee for APCC and the customer must account to APCC for those sums; and
 - (ii) if APCC requires, the customer must assign to APCC the customer's claim against the third party and must execute all documents necessary to effect that assignment.

6.2 General Lien

APCC shall, in respect of all sums owed by the customer to APCC, have a general lien on all property of the customer in APCC 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.

7. LIABILITY

7.1 Proofs

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

APCC 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. Where, (and to the extent) permitted by law, the liability of APCC for a breach of a Non-excludable Rights is limited, at APCC's 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

So far as permitted by Law, APCC's liability to the customer in respect of damaged or defective Goods is limited to replacement or credit of such Goods and is in no circumstance (whatever the cause) liable to compensate the customer for:-

- (a) any increased costs or expenses;
- (b) any loss of profit, revenue, business, contracts of anticipated savings;
- (c) any loss or expense resulting from a claim by 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, APCC 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 APCC.

7.6 Customer's property

APCC will not be liable for the damage, loss or destruction of any property of the customer in APCC's possession unless the loss or damage is due to the failure of APCC to exercise due care and skill in handling or storing the property.

7.7 Force Majeure

APCC will have no liability to the customer in relation to any loss, damage or expense caused to APCC 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 APCC's normal suppliers to supply necessary materials or any other matter beyond APCC's control.

8. GENERAL MATTERS

8.1 Alterations to style etc

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

- (a) APCC may use any style, type and layout which, in APCC's opinion, is appropriate; and
- (b) APCC may charge an additional amount plus applicable GST 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 APCC.

8.2 Outside work

If APCC has to obtain Goods, (including typefaces, bromides, film, plates, ornaments or artwork) and/or services not normally stocked or supplied by APCC from a third party in Order to carry out the customer's instructions:

- (a) APCC will not be liable for any breach of these Terms and Conditions if the breach is a result of or is connected with the supply by the third party of the Goods and/or services.
- (b) APCC acquires the 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 the Goods and/or services. Property in any Goods obtained from a third party and incorporated into the Goods passes to APCC at the time of incorporation.

8.3 Material supplied by customer

If APCC 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 APCC.
- (b) APCC will not normally count or check the materials and if requested by the customer to do so, may charge plus applicable GST for counting or checking.
- (c) APCC will not be responsible for any defects in the Goods that 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 APCC at the time of incorporation.

8.4 Property left with printer

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

8.5 Responsibility to insure

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

8.6 Ancillary materials

Unless APCC and customer agree otherwise, all artwork, templates, dies or other material produced by APCC or their subcontractors 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 properties of APCC.

8.7 Copyright

- (a) Unless APCC and the customer agree otherwise, the copyright in all works of art and the intellectual property of any software created or generated by APCC is the property of APCC.
- (b) The Customer
 - (i) Warrants that the customer has copyright in all works of art supplied by the customer to APCC for the customer to APCC for the purposes of Order; and
 - (ii) Must indemnify APCC against all liability, losses or expenses incurred by APCC in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright.

8.8 Ideas

The customer must keep confidential and not use any ideas communicated by APCC to the customer without APCC's consent.

8.9 Internet

Where the Services involve connection to the internet (world wide web), the Customer agrees to abide by Internet Protocol and any Rules imposed by the Company (which shall be set out on the Company's web site) and acknowledges that the Company is not and shall not be responsible for the content of any material obtained and/or used by the Customer in connecting to the internet.

The Company shall not be responsible for any loss and damage which the Customer may suffer or allegedly suffer as a consequence of using the Company's Services or being unable to use the Company's Services.

The company cannot and does not guarantee continuous supply of its services using an internet connection through/provided by the company

8.10 Electronic/magnetic media

All disks, tapes, compact disks or other media (other than media supplied by the customer) used by APCC to store data for the purposes of completing the Order are the property of APCC. Should the customer require APCC to supply to the customer or any third party authorised by the customer any data so stored, APCC may charge plus applicable GST for supplying such data to the customer.

8.11 Storage of electronic data

Unless otherwise agreed between APCC and the customer, APCC will not be responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed. If APCC agrees to store such data, APCC may charge for all such storage, retrieval and associated services and administrations costs, plus applicable GST that might be incurred.

8.12 No Waiver

A power or right is not waived solely because the party entitled to exercise the 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. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

8.13 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.

8.14 Governing law and jurisdiction

These Terms and Conditions are governed by the law in force in the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions