

Trading terms and conditions

1. INTRODUCTION

1.1 Application of these Terms and Conditions

Courtney Colour Graphics (Vic) Pty Ltd ('the printer') will only supply goods and services to any customer on the following terms and conditions ('the Terms and Conditions') unless the printer agrees in writing to vary the Terms and Conditions. A customer is deemed to accept the Terms and Conditions when they engage the printer to provide any goods and/ or services. These Terms and Conditions should be read in conjunction the printer's Website Terms of Use and Privacy Policy.

1.2 Definitions and Interpretation

In these Terms and Conditions:

"Business Day" means a week day Monday to Friday between the hours of 9am and 5pm;

"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 the printer by completing the Order;

"GST" means Goods and Services Tax, as defined in A New Tax System (Goods and Services Tax) Act, 1999;

"Order" means a purchase order or other request issued by the customer to the printer and shall be deemed to include the Terms and Conditions and any variations thereof agreed in writing by the printer;

"Quote" means the quote described in clause 2.1

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 these Terms and Conditions 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

The printer may if, requested by the customer, give the customer a quote specifying:

(a) the work required to be done in order to fulfil the customer's instructions; and

(b) an estimate of the printer's charge for the performance of such work;

(c) Quotes are valid for 30 days from the date of the Quote or such shorter time as is specified in the Quote;

(d) the printer reserves the right to alter any price included in the Quotation if, at any time within the 30 day period there is a variation in the cost of labour or materials used to produce the order.

2.2 Acceptance by customer

Where the printer has given the customer a Quote:

(a) The printer need not commence work until the Quote has been accepted by the customer;

(b) The customer may accept the Quote by instructing, in writing, the printer to commence work; and

(c) Acceptance by the customer of the Quote will constitute acceptance by the customer of these Terms and Conditions.

2.3 Quote evidence of instructions

If a Quote is accepted by the customer, the work specified in the Quote shall be carried out and the customer shall pay for the work in accordance with these Terms and Conditions.

2.4 Printer may revise Estimate

The printer may amend the Estimate before the Order has been completed to take into account any rise or fall in the cost of performing the Order, and the printer shall notify the customer of such amendment as soon as practicable thereafter. Upon the printer giving the customer notification of such amendment such amended estimate shall 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, the printer will issue an invoice to the customer for the amount of the Estimate or, if no Estimate was made, for an amount representing the printer's charge 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 the printer's charge for the work done, the printer may charge to the customer:

- (a) fees for any preliminary work performed by the printer;
- (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 from poor copy;
- (d) fees for work which involves tables or foreign language and which was not notified to the printer before the Estimate 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) 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;
- (i) freight and transport costs and charges; and
- (j) other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause.

3.3 Terminology

For the purposes of these Terms and Conditions:

- (a) the term "printer's charge" refers in each case to the standard or usual fee charged by the printer from time to time

in respect of the Order;

(b) "preliminary work" means all and any work performed by the printer which was necessary to enable the Order to be commenced, including without limitation any type setting or layout work;

(c) "additional work" includes all work undertaken by the printer as a consequence of the customer's variation, alteration or modification of its instructions in relation to the Order; and

(d) "freight and transport costs and charges" includes any transport fees charged by the printer and all costs and expenses incurred by the printer in connection with collecting work from the customer and delivering the Goods to the customer, whether by way of actual or attempted collection from or delivery to the customer or otherwise.

3.4 Under/Over supplies

(a) The customer acknowledges that whilst the printer will use its reasonable endeavours to produce the exact number of items in the Order, owing to human and/or machine/computer error the number of items actually produced may be 10% over or under the number specified in the Order ("a discrepancy"); and

(b) Where a discrepancy occurs the printer will adjust the amount charged to the customer for the Order by a pro rata amount of the prices included in the order to reflect the actual number of items produced.

4. DELIVERY

4.1 Collection and Delivery

(a) Unless the printer has agreed to deliver the Goods to the customer, the customer must collect the Goods from the printer's premises within 7 days of being notified by the printer that the Goods are ready for collection. Goods may be recycled, with or without notice being given to the customer, if not collected within 7 days of being notified by the printer that the goods are ready for collection.

(b) If the printer agrees to deliver the Goods, the customer shall bear all freight and transport costs and charges of such delivery. Unless otherwise agreed in writing, the printer is not responsible for any misdelivery or failure to deliver or delay in delivery of Goods for any reason whatsoever and whether in contract, tort, including without limitation negligence, or otherwise.

(c) The printer will not be liable for any incorrect delivery address, undeliverable packages, damages to the product arising after delivery or other errors/ omissions caused by the customer.

4.2 Packaging

Unless otherwise specified, packaging will be non-returnable.

4.3 Storage of finished goods

(a) Any storage of finished goods is subject to the maximum period of storage, being six (6) months unless there is a written agreement in place specifying other terms or arrangements; and

(b) The customer acknowledges that a warehousing fee may be charged to the customer for any storage of finished goods, including where goods have not been collected within the specified time frame, and is payable upon receiving an invoice from the printer.

4.4 Complaints

Subject to clause 7.1 the customer may only make a complaint in relation to the Goods if they do not comply with the work description set out in the Quote. The customer must make any complaint:

(a) if the printer agrees to deliver the Goods to the customer's premises - within 2 days of delivery (or such other time as is mutually agreed);

(b) otherwise - within 2 days of notification that the Goods are ready for collection (or such other time as is mutually agreed).

No goods may be returned to the printer without the printer's prior written consent. Return of any Goods is at the customer's expense, unless the printer has agreed in writing to their return.

The printer reserves the right to declare void any claim where the claimant does not extend to the printer a reasonable opportunity to fully inspect the goods, application and circumstances of the product.

The Company will make good at its option by repair or replacement of any goods sold by it which, within 2 days after delivery, are shown to the printer's satisfaction to have been, at the time of delivery, defective where such defect is solely attributable to defective workmanship, materials or manufacture provided that:

(a) the printer is immediately notified upon detection; and

(b) no defect is caused by wilful damage, negligence, incorrect storage or application, incorrect use, movement, installation or assembly (except by the printer, its servants or its agents) or defects caused by fair wear and tear; and

(c) if required by the Company the goods are returned to the printer within 2 days of the discovery of the defect.

(d) the printer reserves the right to have the customer return the original goods before reprinting or refunding the order.

The warranty contained in this Condition is the ONLY express warranty given by the printer. All other conditions, representations, terms and warranties as to the fitness or quality of the goods supplied for any purpose, whether express or implied, whether statutory or otherwise and whether verbal or in writing are hereby excluded and negated to the full extent permitted by law in each case.

4.5 Risk

The risk in the Goods passes to the customer:

(a) if the printer delivers the Goods to the customer's premises - at the time of delivery;

(b) otherwise at the time the printer notifies the customer that the Goods are ready for collection.

4.6 Delivery and arrival times

The customer acknowledges that the printer offers delivery services through the use of third party freight providers. The printer will not be held liable for any lost or damaged items in the course of the delivery services.

Delivery transit times vary, and the printer assumes no responsibility for delays caused by freight carriers, weather or any damages resulting from the failure to receive a job on time. Your order may arrive late due to unforeseen delays in delivery service, the breakdown of equipment, illness, etc.

Target arrival dates are calculated by adding the printing turnaround time to the delivery time. Both printing and delivery times are based on business days only and do not include weekends or holidays.

You acknowledge that the printer will not be liable to you for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the delivery services.

5. PAYMENT

All sales are final, unless otherwise noted. No refunds are given once the printer begins working on your order.

5.1 Time for payment

The customer must pay for all Goods either before work commences on the order or on a COD basis, unless the printer agrees to provide credit facilities to the customer. In the event that the printer agrees to provide credit facilities to the customer, the customer must pay to the printer the total amount set out in the invoice within the payment period specified on the invoice.

5.2 Late Payment

If the customer fails to pay any invoice in full on or before the due date, the printer may, without prejudice to any other rights or remedies that it may have:

(a) charge interest at the Interest Rate on amounts not paid within the time specified in clause 5.1;

(b) suspend any further deliveries to the customer or terminate any contracts in relation to undelivered Goods;

(c) refuse to provide quote requests or order requests until payment of all overdue accounts is paid in full;

(d) require the customer to reimburse the printer for all debt collection costs including, but not limited to, legal costs incurred by the printer;

(e) terminate all credit facilities.

5.3 Advance and progress payments

(a) The printer may issue an invoice for the amount of the Estimate before commencing the Order where the printer has not previously carried out work for the customer or where the printer considers it otherwise prudent to do so.

(b) The printer may, in the event that the printer 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 the printer's 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, the printer may issue an invoice for a particular sum (to be specified by the printer) for the work already done and for other costs incurred by the printer.

5.4 Damages

The customer must pay to the printer any costs, expenses or losses incurred by the printer as a result of the customer's failure to pay to the printer all sums outstanding from the customer to the printer, including without limitation in relation to the recovery of any outstanding monies or in the recovery of Goods which have not yet been paid for by the customer (including, without limiting the generality of the obligation set out in this clause, any debt collection and legal costs on a full indemnity basis).

5.5 Credit card fees

The printer reserves the right to pass on credit card charges if payment is made by way of Visa, Mastercard etc. These charges are not included in the prices quoted.

5.6 Third party payment providers

Payment of the purchase price may be made through a third party payment provider, Payment Express. In using the purchase services you acknowledge that you have familiarised yourself with and agree to be bound by the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the payment provider.

6. NON-PAYMENT

6.1 Retention of ownership

Until the customer has paid all sums outstanding in relation to the Goods:

(a) Title in the Goods shall not pass from the printer to the customer.

(b) If the Goods are in the customer's possession, the customer shall hold the Goods as trustee for the printer and must store the Goods so that they are clearly identifiable as the property of the printer. If for any reason the printer's Goods cannot

be clearly identified, the parties agree that the customer is deemed to have disposed of goods not the property of the printer first.

(c) The printer may call for and recover possession of the Goods (for which purposes the printer'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 the printer if so directed by the printer.

(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 the printer and the customer shall account to the printer for those sums; and

(ii) if the printer requires, the customer shall assign to the printer the customer's claim against the third party and shall execute all documents necessary to effect that assignment.

6.2 General lien

The printer shall, in respect of all sums owed by the customer to the printer hereunder have a general lien on all property of the customer in the printer's 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 the printer as aforesaid enjoys copyright protection in favour of the customer, the customer hereby grants to the printer a licence to exercise the rights conferred on the printer under this clause.

6.3 Insolvency

If the customer becomes or resolves to become subject to any form of insolvency administration, then:

(a) all amounts outstanding by the customer to the printer will immediately become due and payable; and

(b) the customer's right to possession of Goods supplied by the printer which have not been paid for in full by the customer ceases, and the printer will be entitled to recover possession of those Goods.

6.4 Default

If the customer fails to make payment to the printer when due, is or becomes insolvent or the customer's creditworthiness has deteriorated, the printer may in its absolute discretion:

(a) decline to deliver any goods which have not yet been delivered;

(b) cease to perform any of its obligations to the customer;

(c) terminate the contract between the parties and/ or suspend/ terminate all credit.

7. LIABILITY

7.1 Proofs

(a) The printer will not be liable for any errors in the proof if prepared in accordance with the customer's instructions or if printed in accordance with the customer's authorisation.;

(b) If the printer submits to the customer a proof of the Goods the printer 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. The customer will be charged for any consequent corrections required;

(c) The printer will forward to the customer a pdf proof or hardcopy proof as requested by the customer and the proof will be chargeable accordingly. Additional charges shall occur if additional proofs are required or additional proofs are required due to alterations required by the customer;

(d) The printer will not be liable for:

- spelling, punctuation or grammatical errors made by the customer
- inferior quality or low resolution of uploaded images
- errors in customer selected product type, size, finishing options, quantity
- incorrect dimensions, image orientation, or file submission in accordance with the printer's specifications
- colour match without a hardcopy proof approval
- delivery delays due to improperly prepared files
- duplicate orders placed by the customer
- incorrect file layout for folding, scoring, hole drilling, due cutting or other custom services
- mailing restrictions for your layouts that do not meet postal regulations.

7.2 Colour accuracy

The printer will reproduce colour from submitted print ready files as closely as possible, but cannot guarantee an exact match of colour and density because of limitations in the printing process. The accuracy of each colour reproduction is guaranteed to be within 90% of the final hardcopy proof you approved. Please note that the printer cannot guarantee colour reproduction for your print ready files if you:

- (a) did not request a hardcopy proof;
- (b) purchased a product that does not feature a hardcopy proof option

The printer accepts no responsibility for colour variations between submitted print ready images and the actual artwork or product they represent.

7.3 Artwork files

You certify that you have the right to use the image(s) in your artwork files. DO NOT send any "one-of-kind" transparencies, prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible for loss or damage of images or artwork.

Under these Terms and Conditions, you agree that you will NOT upload any artwork files consisting of the following material: any material that could give rise to any civil or criminal liability under applicable law; and any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights and the persons who are shown in the material if applicable. The printer is unable to print racially, sexually or violently explicit materials.

7.4 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, which confer rights and remedies 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").

7.5 Disclaimer and Limitation of Liability

The printer 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 the printer for a breach of a Non-excludable Right is limited, at the printer'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. To the maximum extent permitted by law, the printer's liability to the customer is limited to the lesser amount of the price paid by the customer for the Goods, and the amount of the loss or damage incurred.

To the fullest extent permitted by law, the printer has no liability (including liability in negligence) to any person for any loss or damage consequential or otherwise suffered or incurred by that person in relation to the goods, advice, recommendations, information or services provided by the printer.

You expressly understand and agree that the printer, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

7.6 Indirect losses

Notwithstanding any other provision of these Terms and Conditions, the printer 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 other special, indirect or consequential loss or damage of any nature whatsoever, including without limitation where caused by the printer's failure to complete or delay in completing the Order or to deliver the Goods.

7.7 Electronic data

Without limiting the generality of the foregoing clauses, the printer 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 the printer.

7.8 Customer's property

Subject to clause 7.5, the printer will not be liable for the damage, loss or destruction of any property of the customer in the printer's possession.

7.9 Force Majeure

The printer will have no liability to the customer in relation to any loss, damage or expense caused by the printer's failure to complete the Order or to deliver the Goods as a result of fire, storm, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, accident, transportation embargo, breakdown, war, restrictions by governments or other competent authority, the inability of the printer's normal suppliers to supply necessary materials, late arrival of paper stock or other material, any other act or omission of a third person or third party supplier, or any other matter beyond the printer's reasonable control.

7.10 Customer's materials

- (a) The printer will not be liable for any shortage, loss or damage to any paper, stocks and other materials left with the printer by the customer regardless of how such loss or damage may be caused, whether by negligence or otherwise, of the printer;
- (b) The printer will have a general lien on, or the right of retention of, the customer's materials until all moneys owing by the customer to the printer have been paid;
- (c) the printer reserves the right, without notice and irrespective of whether the order has been accepted, to withhold supply of the goods to the customer and the printer will not be liable for any loss or damage resulting directly or indirectly from such actions where the supplied customer's materials are insufficient to fulfil the order;

(d) the printer will not be liable for any shortage in quantity, the customer must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by the printer;

(e) The printer will not normally count or check the materials and if requested by the customer to do so, may charge for counting or checking;

(f) The printer will not be responsible for any defects in the goods which are caused by defects in or the unsuitability of materials supplied by the customer.

7.11 Mailing Services

Your mailing list(s), while in the printer's possession, is your exclusive property and shall be used only with your instructions. Your mailing list(s) will not be sold or offered for use to any other party, and the printer will not utilize the list for any other purpose.

All mailing delivery dates are estimates, not guarantees. The printer's responsibility is limited to preparing your mailing and completing delivery to Australia Post or freight provider. In no event shall the printer be liable for Australia Post's or a freight provider's performance failures or delivery delays.

The printer is not liable for shipping carrier errors, including loss or delay on direct-mail orders.

The printer shall rectify printing and mailing errors only to the extent of re-mailing a correction or corrected order as soon as possible, and any costs shall be limited to the value of the printing work performed.

8. GENERAL MATTERS

8.1 Termination

The printer may terminate the contract at any time if the customer is in breach of any provision of these Terms and Conditions.

8.2 Alterations to style etc

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

- (a) the printer may use any style, type and layout which, in the printer's opinion, is appropriate; and
- (b) the printer 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 the printer.

8.3 Overset

The customer must pay for overset matter (being matter produced on the customer's instructions but not used in a publication for which it was intended). The customer may instruct the printer to retain overset matter for future issues of the publication or to discard the overset matter.

8.4 Outside work

If the printer has to obtain and/or services not normally stocked

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or supplied by the printer from a third party in order to carry out the customer's instructions:

(a) The printer 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) The printer 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.

(d) Property in any such goods obtained from a third party and incorporated into the goods passes to the printer at the time of incorporation.

8.5 Responsibility to insure

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

8.6 Intellectual Property

(a) Unless the printer and customer agree otherwise, all drawings, sketches, painting, photographs, designs, engravings, electronic files, computer disks, other forms of artwork, other media or data and other material produced by the printer 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 the printer.

(b) All drawings, sketches, painting, photographs, designs, engravings, electronic files and computer disks for heading, trademark or other purposes (apart from normal type) must be supplied by the customer in a condition satisfactory to the printer or, in default, the printer is authorised by the customer to furnish any such items at the customer's expense. Upon completion of the order the printer must, at the request of the customer, return any such items to the customer.

(c) All drawings, sketches, painting, photographs, designs, engravings, electronic files, computer disks and other forms of artwork provided by the customer remain at all times the property of the customer. The printer is entitled to retain these items for a maximum of three (3) years unless the customer otherwise requests in writing for them to be returned. At the expiry of three (3) years it is agreed that the printer may at its discretion destroy such items with or without notice to the customer. If a written request is made by the customer within that three (3) year period for the return of those items, the printer must return them to the customer within a reasonable time frame at the customer's expense.

(d) Any copyright material and trademarks (whether registered or not) of which the customer is the copyright owner or licensee will, to the extent the printer uses them for execution of the

order, be licensed or sub-licensed by the customer to the printer.

(e) The customer acknowledges that they must indemnify and keep indemnified the printer against all direct and indirect liability, including legal costs, in respect of any infringement or alleged infringement of any copyright or trademark used in execution of the order.

8.7 Ideas

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

8.8 Electronic/magnetic media

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

8.9 Storage of electronic data

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

8.10 Promotions/ Sale offers

Promotion and sale offer terms apply together with these Terms and Conditions. Promotion and sale offers cannot be used in conjunction with any other discounts or offers. Orders must be placed and approved for production within the promotion or sale time period. The printer reserves the right to refuse this offer if the above terms and conditions are not met. The printer may vary these terms and conditions at any time without notice, the customer should therefore check them each time they intend to take up any promotion or sales offer.

8.11 Use of customer's goods

Customer's printed product or images used for their printed product will not be used in any of the printer's marketing collateral without the customer's prior written consent.

8.12 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.

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 laws 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.

8.15 Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties as to their subject matter, and supersede all prior representations and agreements between the parties in connection with that subject matter, including any terms or conditions of any order or other document produced by the customer.

9. GOODS AND SERVICES TAX

Unless specifically described as 'GST inclusive', any consideration to be paid or provided for a supply made under or in connection with these Terms and Conditions does not include any amount on account of GST. If GST applies to any supply by one party ('supplier') to the other party ('recipient') under or in connection with this Agreement:

(a) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause ('the GST Exclusive Consideration') will be increased by, and the recipient will pay to the supplier, an amount equal to the GST payable by the supplier in respect of that supply;

(b) the recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration is payable or to be provided for that supply; and

(c) the supplier will issue a tax invoice to the recipient in respect of that supply within 14 days of receiving payment of that additional amount.

If any payment to be made to a party under or in connection with this Agreement is a reimbursement or indemnification of an expense or other liability incurred by that party, the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or liability, such reduction to be effected before any increase in accordance with clause 9(a). A word or expression used in this clause which is defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning in this clause 9.