

TERMS AND CONDITIONS OF SUPPLY

1. Quotations

- 1.1 This quotation is open for acceptance for a period of 30 days from its date unless previously withdrawn in writing by Zinc Group Pty Ltd (“Zinc”). The quotation shall be deemed to be an offer to sell only upon the terms and conditions set out herein and may not be varied except in writing. Provisions of a later agreement will prevail over these terms and conditions only to the extent that these terms are expressly excluded. By accepting this quotation you accept the terms and conditions set out herein.
- 1.2 Prices specified in the quotation are current for a period of 30 days from the date of the quotation unless previously withdrawn in writing by Zinc and subject to the matters referred to in clauses 1.3 and 1.4.
- 1.3 Prices quoted are subject to alteration due to any increase in the cost of materials and/or labour and/or freight or cartage occurring after the date of quotation and/or prior to delivery, and such increases shall be payable by the Customer and added to the price quoted and shall be.
- 1.4 Prices quoted are exclusive of GST unless otherwise stated and any other taxes payable, and are quoted on the basis of the current exchange rate at the time the quotation is prepared. The Customer shall bear any additional cost due to an increase in the exchange rate between the date of the quotation and the date on which the invoice is due.

2. Payment

- 2.1 Goods and/or services supplied pursuant to this quotation or a subsequent order (“the goods”) will be supplied on the basis that payment is due within 30 days of the date of the invoice. In the event of default in payment of any amount due by the Customer, Zinc may, without prejudice to any other rights it may have, suspend credit, withhold orders and take steps to recover monies and/or goods which expense shall be payable by the Customer.
- 2.2 Interest shall be payable on any amount overdue at the rate of 15% per annum commencing on the due date for payment and continuing until payment in full is received by Zinc.

3. Artwork Approval

- 3.1 Zinc will not begin production of any order until all artwork has been approved by the Customer. An approval of the artwork will be accepted as approval of all artwork including design, spelling, grammar and numbers.
- 3.2 Print colour may vary from different printing processes and materials and the Customer accepts differences in colour which are not material difference.
- 3.3 Zinc will not be responsible for colour which does not match the Customer’s colour requirements when the Customer does not provide PMS/Pantone colours.

4. Title and Risk

- 4.1 Title to the goods does not pass to the Customer until payment in accordance with the quotation, as varied if applicable.
- 4.2 The goods shall be at the sole risk of the Customer in all respects from the date of delivery to the Customer or its agent or carrier.
- 4.3 The goods shall be held by the Customer as bailee for Zinc until such time as all monies payable by the Customer to Zinc are paid in full. The Customer shall store the goods so that they are separate and clearly distinguishable from other goods and shall not encumber them in any way until they have been paid for. If the Customer fails to pay the price for the goods or any other monies payable to Zinc, Zinc may recover and resell the goods without prejudice to any other rights it may have arising from the non-payment. The Customer grants to Zinc and its servants and agents, an irrevocable licence to enter at any time onto any premises on which the goods are stored to inspect, search and/or remove any of the goods.
- 4.4 The Customer may sell the goods prior to payment to Zinc but does so as agent and fiduciary of Zinc and may do so only for full value and in the ordinary course of business. The proceeds of such sale shall be held by the Customer in a separate account in trust for Zinc until payment of all monies payable by the Customer to Zinc is made.

5. Delivery

- 5.1 Delivery times provided to the Customer are estimates only and Zinc is not liable for late delivery or non-delivery or for loss occasioned by the Customer or its customers arising from late delivery or non-delivery.
- 5.2 Delivery and/or performance pursuant to an order are subject to Zinc's being able to obtain the goods the subject of an order. Zinc shall be deemed to have been granted an automatic extension of time for delivery of the goods appropriate to any variation requested by the Customer.
- 5.3 The Customer shall be liable for delivery costs, including return costs.
- 5.4 Goods are delivered to the Customer when Zinc makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customer's agent notwithstanding whoever may be responsible for its charges).
- 5.5 Zinc shall not be liable for any loss or damage however arising from any damage to the goods in the course of delivery.
- 5.6 The Customer must not refuse to accept delivery of the goods.
- 5.7 The Customer shall pay all costs and expenses incurred due to cancellation of an order.
- 5.8 All goods shall be deemed to have been accepted by the Customer unless notification either on the delivery docket or in writing is received by Zinc within seven days from the date of delivery.
- 5.9 Zinc reserves the right to cancel or delay delivery due to war, civil riots, strikes, lock-outs, unavailability of transport and/or any other causes beyond its reasonable and practical control.
- 5.10 Zinc may, at its option, deliver the goods to the Customer in any number of instalments.

6. Returns

Zinc will accept return of goods which are inherently damaged or defective through no fault of the Customer or any third party provided they are returned within 21 days of delivery and the return is approved by Zinc in advance. Risk in goods returned remains with the Customer until the goods are received by Zinc.

7. Limitations on liability

- 7.1 Except as required or implied by legislation, Zinc gives no warranty in respect of the goods and the Customer acknowledges it has not received any express warranty.
- 7.2 Zinc's liability under any term, condition or warranty implied or imposed upon the supply of the goods by legislation shall be limited, at its option, to, in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods or the payment of the cost of replacing or repairing equivalent goods; and in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.
- 7.3 Zinc shall not be liable for any, special, consequential or contingent loss or damage.

8. Intellectual Property

- 8.1 The Customer grants Zinc, for the purpose of performing its obligations under this agreement, a non-exclusive world-wide irrevocable licence to use, copy, display and reproduce any trademark, logo, design and any other intellectual property supplied by the Customer to Zinc for the purpose of providing the goods.
- 8.2 The Customer warrants that it has the right and ability to agree to these terms and that any trademark, logo, design or any other intellectual property supplied by the Customer to Zinc will not infringe any right of any other person or party.
- 8.3 The Customer indemnifies and holds Zinc indemnified from and against any and all loss, damage, liability, penalties and expenses (including legal fees) suffered or incurred by reason of any claims, (including third party claims) arising out of an alleged infringement or violation of intellectual property rights with respect to the intellectual property supplied by the Customer.

9. Waiver

No delay, neglect or forbearance on Zinc's part in enforcing any term or condition of these terms and conditions shall either be or be deemed to be a waiver or in any way prejudice any of its rights under these terms and conditions.

10. Applicable Law

Any agreement to provide goods or services pursuant to a quotation, or to which these terms and conditions apply, shall be governed by, and construed in accordance with, the laws of Victoria and the parties agree to the jurisdiction of the Courts of Victoria.