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FULL TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions: '**Newstyle**' means Newstyle Media Pty Ltd (ABN 63 160 084 382) and its agents, servants and employees; '**Australian Consumer Law**' means the law as set out in Schedule 2 of the Competition and Consumer Act 2010; '**PPSA**' means the Personal Property Securities Act 2009; '**Price**' means the price for the Products as shown in the Proposal / Specifications; '**Products**' **means all Printing and Marketing Products and Services** agreed to be supplied by Newstyle to the Client pursuant to the Contract; '**Client**' means the person purchasing the Products named in the Contract; '**Contract**' means the contract for the sale or supply of Products by Newstyle to the Client incorporating the terms set out in the purchase order, the Specifications, and these Terms and Conditions; '**Quoted Date**' means the date for delivery of the Products as shown in the Specifications or as otherwise agreed in writing between Newstyle and the Client; and '**Specifications**' means the agreed specifications attached to the **"Purchase Order"** or as set out in the quote provided by Newstyle to the Client for the production and supply of Products.

2. TERMS & CONDITIONS

Unless Newstyle otherwise agrees in writing, these are the only Terms and Conditions to which Newstyle will be bound. The Client agrees that these Terms and Conditions will in all circumstances prevail over any of the Client's terms and conditions of purchase and supply and shall supersede and exclude all prior discussions, representations (contractual or otherwise) and arrangements relating to the Specifications, supply, delivery, packaging and condition of the Products.

3. ACCEPTANCE

The Client will examine the Products for defects and shall notify Newstyle of any defects in writing within a reasonable period of collection or delivery. If the Client does not notify Newstyle of any defect in writing the Client shall be deemed to have accepted the Products.

4. DELIVERY

Newstyle will make all reasonable efforts to have the Products delivered to the Client on the Quoted Date, but Newstyle shall not be liable for any failure to deliver or delay in delivery for any reason. The Client may terminate the Contract if Products are not delivered within 30 days of the Quoted Date unless such delay is caused by an act or omission of the Client or an event contemplated by clause 26.

5. TITLE

(a) Title to and property in the Products shall not pass to the Client and is reserved to Newstyle until the total Price for the Products and any other amounts outstanding to Newstyle from the Client is paid in full.

(b) Until the Client has paid all moneys owed to Newstyle:

(i) Newstyle retains a purchase money security interest in the Products under the PPSA;

(ii) the Client holds the Products as bailee and must store them in such a way that they can be recognised as the property of Newstyle;

(iii) Newstyle reserves the right to enter upon any premises for the purpose of repossessing the Products without prejudice to any other rights of recovery available and the Client grants Newstyle a licence to enter such premises for the purpose of exercising such right;

(iv) The Client must do all things reasonably required by Newstyle in respect of the registration of the Newstyle's interest in the Products under this clause or the enforcement of the Newstyle's rights under the PPSA in respect of the Products;

(v) To the extent permitted under the PPSA, the Client waives any right the Client has to receive notices and statements from Newstyle under the PPSA, claim damages against Newstyle under Section 271 of the PPSA, redeem the Products under Section 142 of the PPSA and reinstate Newstyle's security interest in the Goods under Section 143 of the PPSA;

(vi) To the extent permitted under the PPSA, the enforcement of the Newstyle's security interest in the Products shall be governed by the Contract and Newstyle and the Client contract out of the provisions of the PPSA in respect of the enforcement of such security interest.

6. GENERAL LIEN

In addition to any right of lien to which Newstyle may be entitled under the common law, Newstyle shall be entitled to exercise a general lien over all items in its possession belonging to the Client until the Client has paid in full for all Products supplied by Newstyle. Newstyle may in its sole discretion sell any item that is subject to the said lien, provided that Newstyle pay to the Client any surplus proceeds from the sale after deducting all reasonable costs from the sale.

7. SEVERANCE

If any provision of the Contract or its application to any person or circumstance is or becomes invalid, illegal or unenforceable then that provision shall be void and severable and the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

8. GOVERNING LAW

The Contract is governed by the laws of South Australia and subject to the exclusive jurisdiction of the courts of that State.

9. TRANSACTION TAX

Where a transaction tax, including a goods and services tax and any transaction taxes that come into existence after the date of the Purchase Order, applies to any supply made under the Contract, Newstyle may recover from the Client an additional amount on account of the transaction tax.

10. SET-OFF

Unless otherwise agreed, the Client must not at any time set-off any amount owing by Newstyle to the Client on any account whatsoever.

11. LIMITED GUARANTEE AND WARRANTY

Subject to the Australian Consumer Law:

(a) Newstyle shall not be liable for any guarantee, warranty or representation as to the quality, performance, and fitness for purpose or otherwise of any Products unless expressed in writing and signed on behalf of Newstyle and any such warranty or representation shall be limited to its express terms;

(b) none of the guarantees, conditions, warranties or other terms implied by Commonwealth, State or Territory laws (**Implied Terms**) apply to any Contract except to the extent that the Implied Terms cannot be lawfully excluded;

(c) Newstyle's liability for breach of any provision of any such Contract or for breach of any Implied Terms which by force of law cannot be excluded from applying to any such Contract is limited at the option of Newstyle to repairing or re-supplying Products, or paying the cost of repairing or re-supplying the Products, which have been found defective; and

(d) in no circumstance whatsoever shall Newstyle be liable to the Client or to any third party for any loss of data or profits, loss of anticipated savings, economic loss or interruption of business or for any indirect or consequential loss (**Consequential Loss**) arising out the late delivery of Products or any failure to perform or observe Newstyle's obligations under any Contract or Implied Terms and the

Client will keep Newstyle fully indemnified against any claim made against Newstyle by a third party for any Consequential Loss.

12. TIME OF PAYMENT

(a) Unless otherwise agreed in writing, the Client must pay, within 30 days of receiving Newstyle's invoice, in full.

(b) Newstyle may charge the Client interest at the rate of 1.5% per month (compounded daily) on amounts not paid within 30 days of invoice date and any other amount which is otherwise due and payable by the Client to Newstyle (including but not limited to collection and recovery costs payable pursuant to clause 17) plus $25 per month accounting and administration costs, applicable from the date payment was due.

13. SUSPENSION OF WORK

If work is suspended for more than 30 days at the request of the Client, or as a result of an act or omission of the Client, Newstyle may issue an invoice for the work already done, and for other costs incurred by Newstyle.

14. DAMAGES

The Client must pay to Newstyle any costs, expenses or losses incurred by Newstyle (including but not limited to any debt collection and legal costs incurred) as a result of the Client's failure to pay Newstyle all sums outstanding under the Contract.

15. QUOTATION

(a) All prices quoted are based on work specified in the quote (or the verbal instructions given at time of brief or order).

(b) Quotes are valid for a period of 30 days from their date.

(c) Quotes will be deemed accepted upon the Client instructing Newstyle to proceed.

(d) Quotations are based on current costs and unless Newstyle otherwise agrees in writing, are subject to amendment by Newstyle before or after the quotation is made or accepted to meet any rise and fall in such costs.

16. COMMENCEMENT & COMPLETION DATE

Newstyle will commence Service once satisfied that they are receipt of all required information and documentation from the client, and the client's agent if applicable, inclusive of a signed letter of acceptance of the Proposal and consultancy agreement. The client indemnifies Newstyle from any damages as a result from delays in Service The client indemnifies Newstyle from any damages as a result of its agents.

17. PROFESSIONAL INDEMNITY

Newstyle agents are covered by professional indemnity insurance and can provide a certificate of currency on request.

18. ADDITIONAL WORK

If Newstyle are required to complete additional work above and beyond quoted amount in relation to original scope, the client must provide in writing within reasonable time, confirmation of a variation order. Work will not commence until agreement of price for relevant additional work has been made. Newstyle reserves the right to deny any additional work.

19. CLIENTS OBLIGATION TO PROVIDE INFORMATION

The client or its agent must provide Newstyle with all required information for the provision of the Services. Inclusive of all documentation, relevant briefs, artwork, electronic resources, written acceptance of Proposal and consultancy agreement, any background information and any information that will impact on the Service. Newstyle do not accept any liability in connection with information provided by the client the client's agent and it is taken to be accurate, correct and true.

20. PUBLICATION

Newstyle reserves the right to publish articles, photographs and other illustration relating to this Service. Newstyle will keep all client information confidential unless required to be provided by law.

21. CLIENT'S CORRECTIONS

All extra work caused by Client's corrections, including but not limited to artwork corrections, file problems, plate changes, impositions, image corrections, and formatting shall incur additional charges at Newstyle's hourly rate as agreed between the parties.

22. OVERDUE AND DELINQUENT ACCOUNTS

(a) Newstyle may recover in full from the Client any costs incurred by Newstyle to enforce collection and recovery of all amounts due and payable by the Client to Newstyle (including but not limited to legal costs).

(b) If the Client defaults in part payment of a Newstyle invoice (if part payment has been agreed by Newstyle), the whole amount of the invoice shall become immediately due and payable.

(c) In the event of a default in excess of 3 months from due date of payment, and in the absence of written agreement between the Client and Newstyle to a schedule or other scheme of repayment, the individual who signed this Contract on behalf of the Client accepts and guarantees, on behalf of himself/herself personal liability for the debt and all accrued interest and costs.

23. PERIODICAL PUBLICATIONS AND CONTRACT QUOTATIONS

No agreement for the production and printing of periodical publications, or for the periodic production of other forms of printed matter pursuant to an agreement or a special scale of contract prices shall be terminated by either party unless 90 days written notice is given and received, except that Newstyle shall be free to terminate such agreement in the event the Client defaults on payment. Where such agreement involves the commitment by Newstyle to indent stocks, special stocks not otherwise broadly usable, or goods produced and held for the Client and charged upon delivery, the Client agrees to purchase such excess stocks upon termination at cost plus rate of profit margin applicable to the Contract.

24. PROOFS

(a) Newstyle shall not be liable for any loss or damage resulting from errors in proofs approved by the Client.

(b) Unless otherwise agreed in writing:

(i) all quotations provide for one proof only, which will be supplied to the Client on request;

(ii) additional copies of the proof will be supplied to the Client on request at the cost of the Client; and

(iii) any additions or alterations to the proof will incur additional charges to be agreed.

25. SUITABILITY OF PRODUCTS

Unless otherwise agreed in writing, Newstyle does not warrant that the Products are suitable in size, shape, capacity, quality, or otherwise for the purpose for which the Client intends to use the Products and Newstyle shall not be liable for any loss or damage resulting from the unsuitability of the Products.

26. FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of this Contract which is caused by circumstances beyond the reasonable control of a party (including but not limited to strike, lockout, trade dispute, fire, flood, tempest, break-down, riot, theft, crime, civic disturbances, war, force majeure, legislation, and the inability of Newstyle to procure necessary materials due to any of the foregoing causes).

27. QUANTITIES

Newstyle will endeavour to deliver the correct quantity ordered, but owing to the difficulty of producing exact quantities, estimated and/or orders are conditional upon a margin of ten per cent being allowed for overs or shortages which shall be charged for or deducted.

28. CLIENT'S PROPERTY

(a) The Client's property and material supplied to Newstyle will be held at the Client's risk and Newstyle shall not be liable for any loss of or damage caused to such property or material.

(b) Where the Client supplies materials, adequate quantities shall be supplied to cover spoilage. Sheets and other materials will not be counted or checked when received unless requested by the Client in writing and only done so at the Client's expense.

(c) In the case of property and materials left with Newstyle without specific instructions, Newstyle shall be free to dispose of them at the end of three months after receiving them or delivery of the

relevant Products (whichever is the later) and to accept and retain the proceeds, if any, to cover costs of holding and handling them.

(d) Where materials or equipment are supplied by the Client, Newstyle shall not be liable for loss or damage resulting from imperfect work caused by defects in or unsuitability of such materials or equipment.

29. OWNERSHIP OF DRAWINGS ETC.

(a) Unless otherwise agreed in writing, all drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, film, blocks, dies, electronic files or plates and the like devised, made, procured, or manipulated by Newstyle remain the exclusive property of Newstyle.

(b) Designs and dummies submitted by Newstyle on a speculative basis remain the copyright property of Newstyle and shall not be used for any purpose other than that nominated by Newstyle and no idea obtained there from may be used without Newstyle's consent.

30. ELECTRONIC DATA

(a) All disks, tapes, electronic devices or other media (other than media supplied by the Client) used by Newstyle to store data for the purposes of completing the purchase order are the property of Newstyle. The Client cannot require Newstyle to supply to the Client any data so stored, and Newstyle may charge for supplying such data to the Client.

(b) Newstyle shall not be liable to the Client for loss, however caused, of any data stored on disks, tapes, electronic devices or other media supplied by the Client to Newstyle.

(c) Unless otherwise agreed in writing, Newstyle will not be required to store any data on disks, tapes, compact disks or other media when the purchase order has been completed.

31. THIRD PARTY SERVICES

Where the performance of any Contract requires Newstyle to obtain goods or services from a third party, the Contract shall be subject to the supply of such goods and services to Newstyle. The Client shall be liable for the cost in full for such goods or services and shall be responsible for losses and/or damage occurring in transit.

32. INTELLECTUAL PROPERTY

(a) All rights in relation to Intellectual Property of either party or any third party that pre-exist this Contract are and remain the property of that party and will not be affected by this Contract.

(b) Subject to 27 (a), all rights in relation to Intellectual Property in any materials created by Newstyle for the purpose of the Contract remain the property of Newstyle and vest solely in Newstyle immediately on its creation.

(c) Conditional upon receipt of payment in full for the work performed by Newstyle, Newstyle grants to the Client a non-exclusive license to use any Intellectual Property relating to any materials created by Newstyle for the purpose of the Contract and the Client must not use such Intellectual Property for any other purpose without Newstyle's written consent.

(d) The Client warrants to Newstyle that the performance of the Contract will not infringe the Intellectual Property rights of any third party and the Client indemnifies and agrees to keep Newstyle indemnified against all liability, losses or expenses incurred by Newstyle in any way directly or indirectly connected with any breach of this warranty.

For the purpose of this clause 32:

"Intellectual Property" means all rights conferred by statute, common law or equity in and in relation to patents, inventions, registered and unregistered designs, registered and unregistered trade marks, trade names, logos and get up, circuit layouts, confidential information, copyright and moral rights and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

33. CANCELLATION

(a) Newstyle may cancel any Contract at any time before Products are delivered by giving written notice to the Client. On giving such notice, Newstyle will repay to the Client any sums paid in respect of the Products. Newstyle will not have any other liability or responsibilities whatsoever in respect of such cancellation.

(b) The Client may cancel this agreement at any time if 6 weeks notice is received in writing. In the event that the Client cancels, Newstyle may retain any deposit or other sums paid on account of the Products and if payment for the Products is not already made in full, the Client will be responsible for any losses incurred by Newstyle in respect of such cancellation (including loss of profits, loss of anticipated savings, economic loss or interruption of business loss or other incidental, consequential or indirect damages).

(c) If the cancellation of the Product is based on a predetermined combined Product package discount, the price of the original Product will revert to the casual price offered.

34. MISCELLANEOUS

(a) A Contract may be altered in writing signed by each party.

(b) Unless otherwise provided, a party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under a Contract.

(c) A party must not assign or otherwise deal with a Contract or any right under it without the written consent of the other party.

(d) A Contract constitutes the entire agreement between the parties about its subject matter and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

(e) A waiver of a provision of or right under a Contract must be in writing signed by the party giving the waiver and is effective only to the extent set out in the written waiver.

(f) The failure, delay, relaxation or indulgence by a party in exercising a power or right under a Contract is not a waiver of that power or right.

(g) An exercise of a power or right under a Contract does not preclude a further exercise of it or the exercise of another right or power.

(h) Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of a Contract, remains in force after the expiration or termination of the Contract.

35. INTERPRETATION

In these Conditions, unless the context otherwise requires:

(a) headings do not affect interpretation;

(b) singular includes plural and plural includes singular;

(c) a reference to a party includes its executors, administrators, successors and permitted assigns;

(d) a reference to a person includes a partnership, corporation, association, government body and any other entity;

(e) an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(f) an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(g) a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;

(h) a provision is not construed against a party only because that party drafted it;

(i) an unenforceable provision or part of a provision may be severed, and the remainder of these Conditions continues in force, unless this would materially change the intended effect of these Conditions;

(j) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.