

Print Vision - Terms and Conditions – Current December 2010

1. Quotations

1.1 Subject to paragraph 1.2 all prices quoted are based upon work required to fulfill the client's instructions and are valid for a period of 30 days from the date of the quote.

1.2 Prices quoted are based on the current cost of production, (materials, labour, machine time etc) and they are subject to amendment by Print Vision before or after acceptance of the quotation to meet a variation in the cost of production between the date of quotation and the date of execution of the order.

2. Customers Instructions

2.1 Once accepted by the customer (either verbal or written), Print Vision written quotation shall be deemed to interpret correctly the customers instructions. Where verbal instructions only are received, Print Vision shall not be responsible for errors or omissions due to misinterpretation of those instructions.

2.2 Other than only by way of correction will any customer additions or alterations to copy be made after a proof is submitted and will be charged for as authors corrections.

3. Colour Matching & Pre-Press

3.1 Print Vision do not colour match business cards, colours may vary from day to day, press to press, board to board, and back to front, celloglazing finishes may also affect colour output. Print Vision will not reprint for any shade discrepancies. Our bulk running system does not allow for this.

3.2 All 'print-ready' jobs supplied will be printed as supplied. Print Vision will not manipulate or alter any artwork supplied in any way. Whilst all care is taken in checking your files for file related errors that may reduce the quality of your job, Print Vision accept no responsibility for files that do not meet the required specifications.

3.3 Print Vision does not offer colour matching on ANY printed jobs as standard practice. However, this service is available at an additional charge to the client. Unfortunately, not all colours are achievable using certain printing methods.

3.4 Proofs provided by Print Vision (whether by email, fax or physical) are an *indication* of the final printed product only. Variations in colour or trim can be a result of the printing process, no reprints at our cost will be printed.

3.5 Our printed products may have colour variations from what you have seen on your screen/monitor, to what the final printed product looks like, variations between the front and back of the card, and previous orders can also be expected. This is the nature of CMYK offset and digital printing and also of bulk-run printing.

3.6 Print Vision is primarily a CMYK colour printer. Various conditions affect colours printed by the CMYK processes, and for this reason Print Vision will not be held responsible for any reprint as a result of colour variations and fluctuations. Print Vision will only accept 'print-ready' artwork that has been set up to comply with our specifications, see www.printvision.com.au for full details.

4. Digital Printing & Quality

4.1 . Digital printing may at times produce some "blotchy" or "uneven" colour effects which is the nature of digital printing. No reprints as a result of these effects will be printed at our expense.

4.2 Digitally printed products have a different process and quality from our standard offset-printing, the digital process may produce "blotchy" printing results and "uneven" colour coverage. Spots and random marks are common with digital printing, and cannot be avoided. Trimming of digitally printed products may shift up to 3mm in any direction, therefore our artwork guidelines should be properly adhered to, to minimize risk of trimming affecting the look of the print. No reprints at our cost will be printed.

4.3 For the quickest printing, choose our digital option, however for best printing results, choose from our range of offset printed products.

5. Suspension of Orders / Design / Print Jobs

5.1 The suspension or discontinuation of any job, for any reason whatsoever, shall entitle Print Vision to payment in full for the portion of work completed. This may include graphic design time, colour proofs, etc.

6. Placing and / or Cancelling Orders, Returns Policy

6.1 Orders can not be cancelled except upon terms, which compensate Print Vision for all work done, materials used or specially acquired to complete the order, to the date of the cancellation. When ordering with Print Vision, you are agreeing to place your order in accordance with our terms and conditions.

6.2 Cancellation of an order after design/setup has been completed shall entitle Print Vision to payment in full for the portion of work completed. This may include graphic design time, colour proofs, etc.

6.3 Should a received/completed order have a fault or error, the printed product in its entirety must be returned to Print Vision within 7 days of invoice date, upon which Management will review the individual case. Print Vision will not accept any responsibility for any errors or omissions where a proof (whether by email, fax or physical) of the latest revision has been approved by the client.

7. Payment

7.1 Once the work is completed, Print Vision shall invoice the customer for the quoted value of the work plus any additional charges that have occurred to enable the work to be completed to meet the customers requirements.

7.2 GST (Goods and Services Tax) shall be charged on the total invoice amount in line with current GST legislation.

7.3 All Invoices shall be paid COD unless prior arrangements are agreed with Print Vision. Any credit arrangements will require an Account Application form to be completed and approved by Print Vision. Payment in full is required for the first job, and/or until the credit account has been approved.

7.4 Every endeavour will be made to deliver the correct quantity ordered but owing to the difficulty of producing exact quantities, estimates and/or orders are conditional upon a margin of five percent (5%) being allowed for overs or shortages.

7.5 Print Vision may at its option, charge interest at the monthly rate of 1.5% on amounts not paid within any agreed credit arrangements, calculated on a daily basis from the date any such amount should have been paid and until the date of payment.

7.6 All prices are subject to change without notice. Terms and Conditions are subject to change without notice.

7.7 Non payment – an administration charge of \$50 will be added to the unpaid amount before the debt is forwarded to a collection agency.

7.8 Collection Costs – Any and all collection costs for unpaid and/or overdue accounts, including dishonour fees, legal fees etc will be the responsibility of the customer, and passed on to the debt collection agency along with the full amount outstanding.

8. Risk

8.1 The goods are at the risk of Print Vision until delivered to the customer, or collected by the customer.

8.2 Print Vision shall have no liability for any loss or damage to the goods when in transit.

9. Liability

9.1 To the fullest extent permitted by law, except as provided herein, Print Vision shall not be liable to the customer in contract or tort (civil wrong) for any loss or damage or for the consequential loss or damage of any kind arising out of the supply of the goods and/or services, or rising out of Print Vision's negligence, or in any way whatsoever.

9.2 Print Vision's liability for a breach of a condition or warranty implied by Division 2 of Part V of the Act (other than section 69) is hereby limited to:

1. In the case of goods, any one of the following:

- The replacement of the goods or the supply of equivalent goods;
- The payment of the cost of replacing the goods repaired: or of acquiring equivalent goods;

2. In the case of services:

- The supply of the services again: or
- The payment of the cost of having the services supplied again.

9.3 Print Vision will not be liable to the customer for loss, howsoever caused, of any data stored on disks, tapes, compact discs or other media supplied by the customer to Print Vision.

9.4 Subject to paragraph 10.3 hereof, Print Vision will not be liable to the customer for damage, loss or destruction of any property of the customer unless the loss or damage has been caused by the failure of Print Vision to exercise due care and skill in handling or storing such property of the customer.

9.5 Force Majeure, Print Vision will have no liability to the customer for any loss, damage or expense suffered or incurred by the customer because of Print Vision's failure to observe these terms and conditions where such failure is occasioned by any cause beyond Print Vision's reasonable control, including and without limiting the generality to the foregoing by war, insurrection, fires, floods, strikes, lockouts, delays in transport, breakdowns in machinery, the inability or failure of a supplier to supply necessary materials, or prohibitions or other action by any government or semi-government authority, or embargoes.

9.6 Delivery. The delivery terms made known to the customer are estimates only, and Print Vision shall not be liable for any late delivery or non-delivery, and under no circumstances shall Print Vision be liable for any loss, damage or delay occasioned to the customer because of late or non-delivery of the goods.

10 Copyright

10.1 Artistic works authored by Print Vision shall remain the property of Print Vision unless there is specific agreement to the contrary, at the time of Print Vision is in acceptance of your order.

10.2 The Customer has warranted to Print Vision, and Print Vision has accepted the customers warranty that the customer has copyright in or a license to authorise Print Vision to reproduce all artistic and literary works supplied by the customer to Print Vision for the purpose of the order and the customer hereby expressly authorises Print Vision to reproduce all and any of such works for the purposes aforesaid.

10.3 The Customer indemnifies and agrees to keep indemnified Print Vision against all liability, losses or expenses incurred by Print Vision in any way directly or indirectly connected with any breach of copyright on materials supplied by the customer.

10.4 The customer is hereby granted a non-exclusive license to use the copyright works created by Print Vision for the purposes of the order, however such license is conditional upon Print Vision having received all monies due to Print Vision under these Terms and Conditions.

10.5 It is the clients responsibility to ensure that any artwork is not in violation of any copyright laws, Print Vision assumes that your artwork is legally yours, or you have the correct permission to print it.

11 Supplying files to 3rd parties

11.1 In the event that Print Vision is requested to supply electronic files to the client or any other 3rd party, Print Vision may charge the customer for supplying such data. Options for supplying this data are email, CD, DVD, USB device etc.

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