

TERMS AND CONDITIONS OF SUPPLY

These Terms and Conditions shall apply to the exclusion of all others including any terms and conditions of the Customer (whether on the Customer's order form or otherwise). The Customer acknowledges that these terms and conditions embody the whole agreement between the parties and agree to be bound by them for each transaction.

1. COMPANY

The Company referred to in these Terms and Conditions, represent Aviva Print Pty Ltd.

2. CUSTOMER

The Customer referred to in these Terms and Conditions, represents the entity being addressed and any person in their employ or any agent acting on their behalf.

3. PAYMENT

The Customer will be responsible for payment for all goods supplied against their company order or for any order placed by any person in their employ or any agent acting on their behalf.

Payment made via Credit Card will incur a 2.0% surcharge. These fees may be varied from time to time as imposed by the respective credit institutions.

All Cheque payments need to be cleared with management prior and will require photo identification upon acceptance.

The risk for the goods passes to the Customer on delivery, however title to the goods shall remain with the Company until payment is received in full. The Customer agrees that at any time the Company has the right to reclaim possession of the goods in the event that full payment is not received and the Customer is liable for all expenses exerted in the recovery of goods.

Accounts are to be settled upon receipt of tax invoice, proforma or otherwise. Credit Account customers are to make payment in full within 14 days from the date of the invoice.

Should there be any invoices under dispute, it is the Customer's responsibility to raise objection within 7 days of the invoice date for resolution. Otherwise, the Customer accepts full ownership of goods/services without prejudice and is obligated to make full payment within the terms stated.

Should payment remain outstanding beyond the Company's payment terms the Customer is liable for all costs, including legal costs and mercantile agent's fees incurred by the Company in recovering the amount outstanding.

A late payment fee of \$50 per week will be applied to each outstanding invoice after 60 days.

4. COLOUR CONSISTENCY

The Company will make reasonable effort to accommodate colour matching with past printed material if requested and only if the Customer has provided samples.

5. GRAPHIC DESIGN

The Company will engage in the creation of artwork as commissioned by the Customer either from formal or informal specifications.

Regardless of the manner in which the Customer has communicated the desired artwork, it is the Customer's responsibility for the final proofing of work approved for print.

Retention of Title for all electronic artwork created remains the property of the Company. The Customer can attain title of all electronic artwork for an additional fee.

6. 100% SATISFACTION GUARANTEE.

The Company offers a 100% satisfaction guarantee for all work submitted with a proof request. The guarantee cannot be provided by the Company when this has not been requested. The proof process provides a replica of the expected result.

The Company will not charge the Customer for work that does not match the signed proof print. This guarantee does not apply to Graphic Design services.

7. EXCHANGE OR RETURN OF GOODS.

The Customer undertakes to notify the Company within 2 business days of receipt and claims will not be accepted after this time.

The Company may at its option issue a credit for the goods or exchange them notwithstanding the 100% Satisfaction Guarantee.

The Company is not responsible for any other costs, losses or damage arising whether directly or indirectly.