

Print Options

Terms and Conditions

1. The quotation, including these terms and conditions constitute the entire agreement of the parties regarding it's subject matter and any previous contracts, understandings, negotiations, quotations or supply orders, inquiries or representations on that subject manner cease to have any effect.
2. The quotation including these terms and conditions, shall be deemed to be accepted by the Customer if the Customer gives notice or purchase order (or equivalent) to **Print Options** for the Goods.
3. **Print Options** shall not be responsible in any way for any act or omission in pursuance of any unwritten request or instruction by the Customer.
4. None of **Print Option's** agents or representatives are authorised to make any representations, statements, conditions, agreements or arrangements not expressed by the manager of **Print Options** in writing and any such act, will not be a liability to **Print Options**.
5. Unless otherwise stated in the Quotation, prices are exclusive of freight, postage, GST or other taxes, imposts or duties of any kind and the Customer agrees to pay such amounts in addition to the price.
6. Punctual payment is of primary importance to **Print Options**. Unless otherwise agreed to by **Print Options**, payment of the price of the goods and any other amounts stated in the quotation, shall be made in full by the customer without discount within 14 days of the stated date on the quotation.
7. Payment will be made by cash on delivery, or personal/company cheque, bank cheque or by any other method agreed to by both parties.
8. If payment is not made by the required due date, **Print Options** may withdraw any allowance and charge interest at a rate of 25% per annum for all outstanding charges. Furthermore, additional steps may be carried out to ensure the recovery of all monies owed, in accordance with the quotation.
9. Any variation from the plan of scheduled works or specifications will be charged for on the basis of the customer's quotation and will be shown as an additional item on the invoice. Payment for all extras must be made in full at their time of completion.
10. **Print Options** shall endeavor to deliver the quantities of goods ordered by the customer in the manner deemed acceptable and correct, by the customer. The purchase price payable in respect of the quantity of goods ordered by the customer shall be pro rata, adjusted to reflect the delivered quantity.
11. Delivery of the stated goods shall be made to the buyer's address or to any other address as stated by the customer however, **Print Options** will not accept responsibility for any loss or damage during the transit process.
12. Unless otherwise stated in the Quotation, delivery of the goods shall be deemed to have taken place where the goods are delivered to the customer's premises or to a nominated party as specified by the customer in the purchase order (or equivalent) .
13. The customer shall inspect the goods on delivery and shall within seven (7) days of delivery notify print options of any alleged defect, shortage in quantity, damage or failure to comply with the descriptions on the quotation. The customer shall afford the opportunity of inspection of the said goods within a reasonable time following the delivery if the customer believes the goods are defective in any way.
14. **Print Options** may withhold delivery of goods until the customer has either paid for them or, made other arrangements agreed to by **Print Options** to pay in accordance to the quotation .

15. If the goods remain in the possession of **Print Options** for more than seven (7) days after **Print Options** has notified the customer that the goods are ready for delivery, customer shall pay **Print Options** such storage and other related charges for the goods while they remain in the supplier's possession.
16. The client will indemnify **Print Options** against all costs; liability, loss or damage incurred or suffered directly or indirectly in connection with work performed by **Print Options** or associated contractors.
17. **Print Options** may refuse to perform any job, which in its opinion may breach or infringe upon the rights of any third party. A prompt notification in writing will be supplied in the event of such refusal.
18. **Print Options** will not be liable for failing to carry out its obligations as a result of a force majeure including, but not limited to any strike, shortage of labour or material delay in transportation stoppage or breakdown of machinery, accident of any kind, any default or delay of any kind by any other supplier or subcontractor of **Print Options**. Additionally any riot, act of God, any act of State or other Authority directly or indirectly, beyond the control of **Print Options**.
19. Risk of the specified goods will remain with **Print Options** to the time of delivery of the goods as pre-determined by the customer in the purchase order (or equivalent). If **Print Options** fails to meet this time as a result of delays and or interruptions that are resulted from a supplier, then **Print Options** assumes full responsibility until such time that the goods are delivered.
20. Goods held in storage are held at the customer's risk. Any excess goods will be destroyed after a period of one year or, as instructed by the client in writing. Goods stored by **Print Options** will not be covered by insurance and therefore, all costs associated with loss or damage will be the responsibility of the customer.
21. The customer warrants that all data, drawings, designs, plans, specifications, proposals and other materials submitted by the customer to **Print Options** does not and will not infringe the intellectual property rights(including, without limitation, copyright) of any person and does not breach an obligation of confidence to any person .
22. The customer shall indemnify **Print Options**, its employees, agents, contractors and suppliers against all costs, loss, liability, damages and expenses which may be suffered or incurred in connection with a breach to any intellectual property.
23. All materials, property and data supplied or in transit to **Print Options** from the customer shall remain the sole risk of the customer for loss or damage from any cause whatsoever.
24. If the customer supplies material for printing, adequate quantities for spoilage must be provided but **Print Options** shall not be liable for any excessive spoilage, unless caused by its gross negligence.
25. **Print Options** will not use any personal information collected for any purpose that is not related to the goods and services it provides, for any purpose which would not reasonably be expected by the customer. Where personal information is collected from the customer to provide the stipulated services on the quotation, **Print Options** will seek assurances that the customer has collected such information in accordance with the National Privacy Principals. When necessary to use subcontractors for the provision of the said goods and services offered by **Print Options** that requires the handling of such personal information, **Print Options** will ensure all such contractors comply with the National Privacy Principles.
26. No variation to these terms and conditions is binding unless made in writing by the principal Director of **Print Options**.
27. The customer may terminate this agreement in writing only, at any time prior to the provision of any goods or services that have been acquired by **Print Options**, if the customer identifies a breach in the contract to which may affect the delivery of the stated goods, within the specified condition.
28. Unless otherwise stated in the Quotation, this document is deemed to be a binding agreement between **Print Options** and the stated parties, for a period of twelve (12) months.
29. Acceptance of this **Print Option's** quotation will be an acceptance to all these terms and conditions.

Signature of Customer

Name of Customer

Purchase Order No:

Date