

T & D PRINT - TERMS AND CONDITIONS OF TRADE

This Agreement is between the Company, namely T & D Print and the Customer, as named on this invoice.

Prices quoted are excluding GST unless otherwise stated and all goods sold are subject to GST.

Unless otherwise agreed, payment of the purchase price shall be paid to T & D Print by the 20th of the month following the month in which the invoice is dated.

Interest at 2.5% per month may be charged on overdue accounts.

Any expenses, costs and disbursements incurred by T & D Print in recovering any outstanding monies including debt collection agency fees or solicitor costs shall be paid by the Customer.

T & D Print shall deliver the goods to the address stated on the front page of this document. While every effort will be made to ensure that delivery of goods is on time, T & D Print will not be in any way responsible for any damages or consequential loss (direct or indirect) arising from any delay in delivery.

The Customer shall inspect the goods on delivery and shall within five days of delivery notify T & D Print of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The customer shall afford T & D Print an opportunity to inspect the goods within a reasonable time following notice and before any use is made of them. If the Customer shall fail to comply with these provisions the goods shall be conclusively presumed to be free from any defect or damage which would be apparent on a reasonable examination of the goods and the Customer shall be deemed to have accepted the goods.

T & D Print shall not be responsible for any damage whatsoever caused in the event that the goods are fitted, serviced or operated incorrectly or if the goods are in any way adapted or used in a manner not intended by or made known to T & D Print.

The goods remain at the risk of T & D Print until the delivery to the Customer.

T & D Print shall be under no liability to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by T & D Print of these terms and conditions of trade. Any claim against T & D Print shall be limited to the invoice value of the goods.

The Customer authorises T & D Print to collect, retain and use personal information about the Customer (including the information collected in this document) for the following purposes only:

- a) Assessing the Customer's creditworthiness
- b) Disclosing to a third party details of this application and any subsequent dealing it may have with T & D Print for the purpose of recovering amounts payable by the Customer and providing credit references.

PPSA Security Interest

By the acceptance of these terms and conditions of trade the Customer grants to T & D Print a Security Interest in the goods supplied and their Proceeds to secure the obligation of the Customer to pay the purchase price of the goods and any other obligation of the Customer under this agreement.

As and when required by T & D Print the Customer shall at their own expense provide all reasonable assistance and relevant information to enable T & D Print to register a Financing Statement or Financing Change Statement. The Customer will not change name without first notifying T & D Print of the new name not less than 7 days before the change takes effect.

The Customer waives the right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement registered by or on behalf of T & D Print in respect of the Security Interest created by these terms and conditions of trade.

T & D Print take no responsibility for poor performance of label due to mis-application or mis-use.