

Terms & Conditions

Price Screen & Digital Pty Ltd (PSD) (ABN 77 007 745 315)

These terms and conditions of supply apply to customers (Customer) of Price Screen & Digital (PSD). By placing an order with, either via the Website or by other means, the Customer is deemed to have accepted these terms and conditions and that these terms and conditions override any other terms and conditions.

“Goods” means any and all goods ordered by the Customer from PSD.

“Website” means www.pricescree.com.au or such other website operated by PSD.

1. Quotations and Orders

1.1 Quotations are based on the cost of materials available at the time of quotation, (which are valid for 30 days from the date stated on the quotation) and PSD has the right to make any necessary adjustments and correct any errors.

1.2 Quotations are based on the Customer supplying specified material (including acceptance or amendment of proofs) to PSD on time. PSD reserves the right to make an additional charge for inadequate material supplied, material supplied late or any corrections including colour and file corrections requested by the Customer. Any variation to the specifications of the quoted item will result in a revised quotation being submitted and approved before production continues.

1.3 Where a quantity of items is to be printed, the order/quotation is conditional upon a 10% variation being allowed, unless specified at the time the order was placed.

1.4 Any order by the Customer is subject to PSD’s acceptance and PSD may decline an order. PSD reserves the right to supply an order in full or only in part. All orders made by the Customer must be made in a manner approved by PSD and are able to be cancelled only with the agreement of PSD. If PSD agrees to the cancellation of an order, PSD will issue an invoice to the Customer for all costs of any work completed prior or materials used to the cancellation.

1.5 Orders made via the Website can only be made by a Customer who has an approved username and password provided by PSD.

1.6 The Customer is responsible for maintaining the security and confidentiality of the username and password provided by PSD for the purpose of online ordering. The Customer is also responsible for all activities associated with its username and password whether performed by the Customer or another person accessing the Customer’s account (including without limitation payment for Goods ordered via the Website).

1.7 The Customer must immediately notify PSD of any unauthorised use of their account.

2. Variations

If the Customer varies the order after receipt of a quotation, order placement or invoice, PSD reserves the right to vary the price and present an additional invoice for any extra amount caused by the variation.

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3. Credit Terms

3.1 All new customers are cash on demand (COD) for first purchase.

3.2 Subject to approval and/or minimum monthly purchases, if the Customer wishes to make payment on a credit basis, the Customer must complete a credit authorisation form, including an authority for PSD to seek credit information concerning the Customer. Terms and conditions of credit-based payment by the Customer are subject to change by notice in writing by PSD. If a credit account is approved payment must be made by the Customer within 30 days of the date of the invoice or within 30 days of the first delivery of the Goods to the Customer whichever is the earlier.

3.3 Payment will not be deemed to be made until PSD is in receipt of the full purchase price (including any amount for GST, any amounts caused by a variation to the order and costs of delivery, freight and insurance) in cleared funds.

3.4 The Customer must not off set any amount owed to the Customer by PSD against any amount owed by the Customer to PSD.

3.5 If payment in full is not made in accordance with these terms and conditions, the following will apply:

(a) Interest of 15% per annum, calculated daily, will be charged on all amounts unpaid from the due date until payment is made;

(b) All deliveries that have not been made, including deliveries of Goods ordered separately from the Goods to which the unpaid amount relates, will be suspended until the full amount payable, including GST and interest, is paid in full;

(c) PSD may terminate any contracts in relation to any undelivered Goods, or impose additional conditions of payment before delivery in relation to those undelivered Goods;

(d) Any credit arrangements may be terminated without notice;

(e) PSD may repossess any Goods that have been delivered, without further notice to the Customer and at the Customer's cost; and

(f) Legal proceedings may be instituted for the recovery of the Goods or the unpaid amount and the costs of such recovery are at the customer's expense.

3.6 The Customer grants to PSD an irrevocable licence to enter the Customer's premises (or the premises of any associated companies or agents where the Goods are stored) to repossess any Goods in accordance with this clause 3 without being liable for trespass or any resulting damage.

3.7 In the event of any dispute of any of the costs or charges by PSD, the Customer must make full payment of the invoice price.

4. Delivery

4.1 Delivery of the Goods is affected from the premises of PSD.

4.2 If requested by the Customer, PSD will arrange for delivery of the Goods to the Customer at the Customer's cost. The Customer remains responsible for the Goods from dispatch of the Goods from the premises of PSD.

4.3 PSD may agree to store the Goods free of charge for a period of 14 days from the delivery date. After the 14 day period, storage and picking fees will apply. PSD is not responsible for any loss, damage or theft of the Goods while in storage. The Customer must ensure the appropriate insurance is in place (at the Customer's cost) in relation to the Goods.

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4.4 Due dates for production or delivery and delivery dates are estimates only. The Customer is not relieved from liability to accept or pay for the Goods by reason only of any delay in delivery.

5. Intellectual Property Rights

5.1 The Customer acknowledges that all intellectual property rights associated with copyright in any works, including artistic works, made, created or used by PSD remains the property of PSD, and may be used in any PSD promotional activities (eg. Website, brochures, etc.).

6. Title of Goods

6.1 PSD retains the title to all goods until payment is received in full.

6.2 The Customer is responsible for the Goods until title passes to the Customer or the Goods are repossessed and the Customer may be liable to PSD for any loss or damage to the Goods.

7. Disposal of Goods

7.1 If payment for the Goods is not made in full, and either PSD reclaims the Goods, or the Goods remain undelivered, PSD may sell the Goods to a third party. The Customer remains liable for any difference between the amount received by PSD the third party and the amount unpaid by the Customer.

7.2 The Customer grants to PSD on the date of the order an irrevocable non-exclusive license to sell any Goods bearing any name, business name, logo or trade mark or any other like right and to sell any Goods that are subject to any intellectual property right, including copyright.

8. Customer Supplies

8.1 The Customer must ensure that it retains a copy of the original artwork, film, electronic copy or any other material either supplied to or by PSD.

8.2 Production material produced by PSD remains the property at all times of PSD and unless otherwise agreed, PSD is obliged to retain such material.

8.3 If requested by the Customer, PSD will store the Original Work for up to 3 months on the basis that PSD bears no liability for damage or loss to the Original Work and PSD may dispose the Original Work if the Customer has not collected it within the 3 month period.

8.4 Should PSD be required to access Original Work stored by PSD, the Customer agrees to pay any charges invoiced by PSD.

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9. Production Process

9.1 Proofs or press sheets will not be supplied to the Customer unless specified in the quotation. PSD is not responsible for production errors if:

- (a) Proofs are not requested by the Customer;
- (b) The work is printed with the Customer's approval; or
- (c) Changes are communicated orally.

9.2 Where proofs are supplied to the Customer, PSD will assume the proofs are satisfactory with no production errors or changes unless the Customer returns amended proofs within 24 hours (or such shorter period as notified by PSD).

9.3 Where the Customer requests a press sheet, the Customer may be present during the printing process. Any lost press time (including for additional alterations made by the Customer) must be paid for by the Customer.

9.4 The Customer acknowledges that differences in paper, equipment and ink, may cause a variation in colour and such variation will not derogate from the order being acceptable and completed.

9.5 Customers will be supplied, when required, an artwork approval for signed approval prior to commencement of production. Whilst every effort is made to carry out instructions to client satisfaction, no responsibility or liability will be accepted by PSD for errors once approval is signed by customer.

10. Warranties

The Customer warrants to PSP that the material/artwork supplied to PSD:

- (a) Does not infringe the rights of any person, including any intellectual property rights;
- (b) Is not defamatory or libelous;
- (c) Is not offensive; and
- (d) Is not contrary to law.

11. Claims

11.1 Any claim by a Customer for under-supply, delivery of damaged Goods or non-delivery must be made in writing within 14 days of receipt of the Goods by the Customer. The Customer must supply the order number, invoice number and delivery docket (if applicable) and all details relating to the claim. If the claim is for damaged goods, the Goods must also be supplied to PSD for evaluation.

11.2 Liability for any claim against PSP is limited, at PSD's sole option, to:

- (a) Resupplying the Goods;
- (b) Providing payment for the cost of resupplying the Goods; or
- (c) Repairing the Goods.

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12. Liabilities

12.1 PSP is not liable to the Customer or any third party for any loss, damage or cost (including legal costs) except as provided in condition 11.2, whether direct, indirect or consequential, arising from:

- (a) The printing or delivery of any of the Goods;
- (b) Any failure to print or deliver any of the Goods;
- (c) Late completion of the order or late delivery; or
- (d) The repossession or sale of any of the Goods.

12.2 For representations or warranties, which cannot by law be excluded, PSP's liability is limited as provided in condition 11.2.

13. Indemnity and Releases

13.1 The Customer indemnifies PSD and continues to indemnify PSD from and against all costs, suits, actions, damages and losses (whether direct or indirect, consequential or not) arising from any of the following:

- (a) The printing or delivery of any of the Goods;
- (b) Any failure to print or deliver any of the Goods;
- (c) Late completion of the order or late delivery;
- (d) The repossession or sale of any of the Goods; or
- (e) The use of the Customer's username and password whether performed by the Customer or another person accessing the Customer's account on the Website.

13.2 The Customer releases PSD and continues to release PSD from and against all costs, suits, actions, damages and losses (whether direct or indirect, consequential or not) arising from any of:

- (a) The printing or delivery of any of the Goods;
- (b) Any failure to print or deliver any of the Goods;
- (c) Late completion of the order or late delivery;
- (d) The repossession or sale of any of the Goods; or
- (e) The use of the Customer's username and password whether performed by the Customer or another person accessing the Customer's account on the Website.

14. General

14.1 Any waiver of any clause of these terms and conditions is only valid if made in writing and signed by the relevant party.

14.2 Any variation of these terms and conditions must be in writing and signed by both PSD and the Customer.

14.3 The governing law of these terms and conditions is the law of South Australia, Australia.

15. Privacy

15.1 In order to register as an authorised user of the Website, PSD will collect personal information from the Customer. PSP uses this personal information in accordance with the Privacy Laws.

15.2 The personal information you have disclosed in your application for credit with PSD will only be disclosed to the credit referees nominated by you and to our credit rating agency. For further information regarding the privacy of your application please contact the Accounts Department.

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16. Disclaimer

16.1 The Customer acknowledges that the information contained on the PSD Website is provided by PSD in good faith and is not to be relied upon as being complete, accurate, or up too date. The information contained on the PSD Website is subject to change by PSP at any time without notice.

16.2 Subject to any terms implied by law which can not be excluded, PSD accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by the Customer as a result of any error, omission or representation in any information contained on the PSD Website.

17. Links and Advertising

17.1 PSD is not responsible for the content or the accuracy of any information of any site accessed from the PSD Website (including without limitation sites linked through advertisements or through any search engine). The content of any site accessed from the PSD Website is the responsibility of the owner of that site. For the avoidance of doubt, unless otherwise specified, a link from the PSD Website to another site should not be construed as an endorsement by PSD of that site or any of its products and services offered.

17.2 PSD does not accept any responsibility or liability for any claims arising out of your use of these links or of the descriptions or information contained on such sites.

18. Cookies

During the Customer's use of the Website, PSD may issue to and request from the Customer's computer blocks of data known as "cookies". By using the Website the Customer authorises PSD to issue such cookies to your computer. The Customer will not alter any cookies sent to their computer from the Website and the Customer ensures that its computer sends correct and accurate cookies in response to any relevant request from the Website.