

Terms of Trade

CONDITIONS OF CONTRACT - easy2C Pty. Ltd.

PARTIES

In this document, the term 'Company' refers to easy2C Pty. Ltd. ABN 44 608 870 953 and the term 'the buyer' refers to the person, firm or company by whom an order is submitted.

ORDERS

An order submitted by the buyer is subject to acceptance by the Company. The order will not be deemed to have been accepted by the Company until it is expressly confirmed by the Company via email.

The buyer may cancel an accepted order within seven days of the Company's acceptance without any liability. If the buyer cancels an accepted order after seven days of the Company's acceptance it must pay 100% of the invoice amount.

CONTRACT TERMS

This document applies upon acceptance by the Company of the buyer's order and constitutes a legally binding contract between the Company and the buyer. In the event of any conflict between this document and the buyer's order or any other document, this document prevails. All other conditions, warranties, descriptions and representations whether express or implied by law, trade, custom or otherwise are expressly excluded. No agent or representative of the Company is authorised to make any representations, statements, conditions or agreements not expressly confirmed by the Company in writing and the Company is in no way bound by any such representations, statements, conditions or agreements nor shall any such representations, statements, conditions or agreements be capable of being taken to form part of a contract with the Company collateral to this contract.

SUPPLY OF PRODUCTS

The Company will, upon request, supply a proof for the buyer's review and approval. The Company will not be responsible for any undetected errors in the product.

Information and supplier specifications are available on product performance, but no guarantees are given on the performance of materials and inks supplied. It is the buyer's responsibility to establish that the product ordered is suitable for their requirements. Samples are available upon request for this purpose.

Due to the variables involved in the printing process, inaccuracies caused by inconsistent viewing conditions, colour perception and many other variables, matching PMS colours, supplied samples or full colour proofs is not guaranteed and a reasonable variation between these and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance by the Company.

DELIVERY OF PRODUCTS

The Company will confirm all delivery dates by email or fax to the buyer once the order is production ready.

Delivery is deemed completed upon despatch from the Company's premises by mail or the Company delivering the products to a carrier for transportation to the buyer, whether or not such carrier is engaged by the Company. The buyer shall accept the delivery of the products in the month specified for delivery confirmed by the Company, or if the Company is unable to make delivery at this time, on such later time as the Company is able to make delivery. The Company shall not be liable to the buyer for any loss or damage (including consequential loss or damage) arising from late delivery or failure to deliver as a result of any strike, difficulty in acquiring suitable materials, shortage of labour, delays in transit, legislative, governmental or other prohibitions or restrictions, fire, flood, hostilities or other causes whatsoever (whether similar in nature or not to the foregoing) beyond the Company's control. The Company is not obliged to remedy such circumstances.

The Company may deliver the products in instalments. Each instalment must be treated as a sale under a separate contract. If the Company fails to deliver any instalment, the buyer must still accept and pay for the remaining instalments. If the buyer fails to pay for an instalment, the Company may treat the default as a breach of contract relating to each other instalment.

The Company will endeavour to deliver the exact quantity ordered by the buyer but reserves the right to deliver the amount of the order plus or minus 5% and the buyer shall accept such quantity as delivered and pay for the same at the same contract rate. Such delivery shall be deemed performance of the buyer's order.

The buyer's right to reject non conforming products shall be limited so as to be effective only if rejection is notified by the buyer in writing to the Company within 21 days of receipt of products.

If the buyer accepts that the Company may "ship when ready" at any time earlier than the specified delivery date, both parties agree that this does not in any way entitle the Company to invoice the buyer or demand payment earlier than the specified "month of delivery and charge".

TITLE AND RISK IN PRODUCTS

All risk of loss or damage to the products supplied by the Company shall be borne by the buyer from the time the products leave the Company's premises. The Company shall be under no obligation to insure the products.

PRICE AND PAYMENT

All prices include standard packing for delivery within Australia. The buyer must bear the costs of any additional packaging which it requires.

Unless otherwise stated, prices are GST exclusive. In addition to the price for the products, the buyer must pay to the Company an amount equal to any GST the Company must pay for any supply by the Company. The buyer must pay GST, without deduction or set off of

any other amounts, at the same time and on the same basis as the buyer pays the price (or the first part of it if the Company agrees to the buyer paying the price by instalments).

The buyer shall provide all relevant details requested by the Company, and in doing so agrees that in the course of any enquiries or investigations that may be required by the Company to validate, or otherwise, the buyer's credit or supply suitability, either now or in the future, the buyer authorises any person or company to provide information of their experiences with the buyer, and also authorises the Company to provide without further permission such information to others seeking further similar validation. Commercial credit information may be accessed via a credit reporting agency.

All accounts are to be paid net 21 days from the date of invoice. Accounts not paid may result in information and defaults reported to a credit reporting agency. The Company may, at its option, charge interest on overdue amounts calculated daily at the maximum overdraft rate charged by the Company's bankers. If the buyer defaults in payment of any moneys due to the Company, the Company may stop work on all of the buyer's orders and hold all the buyer's orders until payment is made. If the buyer continues to default in making payment, the Company may close the buyer's credit account (if any).

Freight charges are payable by the buyer unless otherwise agreed by the Company in writing.

LIMITATION OF LIABILITY AND INDEMNITY

To the extent permitted by law, this contract expressly excludes every warranty, condition, liability or representation concerning the products or any services. If any condition or warranty is implied into this document by the Trade Practices Act 1974 (Cth) or under any applicable legislation, and cannot be excluded, the liability of the Company for any such non-excludable condition or warranty, in contract or in tort for any loss or damage or injury arising directly or indirectly from the sale or supply of the products or any services is limited, at the Company's option, to the replacement or repair of such products or services or damages not exceeding the invoice value of such products.

BUYER INDEMNITY

The buyer indemnifies the Company from every liability, loss, damage, cost or expense directly or indirectly incurred by the Company caused by or contributed to by any of the following:

1. the buyer's failure to comply with any law about the products or their use (for example, their sale, marketing, labelling or marking);
2. take any precaution to bring to the attention of any potential users of the products or any dangers associated with the products;
3. the buyer making any statement about the products (for example, about their performance or characteristics); or
4. any negligence or breach of duty by the buyer or any breach by the buyer of this document.

The buyer agrees to indemnify and hold harmless the Company against any claim, loss or expense which the Company suffers or incurs through any work required to be done in accordance with any design or instruction furnished by the buyer including an infringement of a patent, trademark, copyright, registered design or common law right.

If the buyer commits an act of bankruptcy, or, being a company, does any act which would render it liable to be wound up or has a receiver, administrator, liquidator or controller appointed over its property, or ceases to carry on its business, or if the Company considers that the creditworthiness of the buyer has become unsatisfactory, or if the buyer does not comply with any one or more of its obligations under this document, the Company may at its option immediately suspend or terminate the contract and all costs incurred by the Company up to the date of such suspension or termination or as a result of such suspension or termination shall be payable by the buyer upon demand.

INTELLECTUAL PROPERTY

All sketches, dummies, artwork, tools, dies and plates made or utilised by the Company in fulfilling the contract shall remain the property of the Company, which shall be entitled to the exclusive use thereof. The buyer must not use any information obtained from the Company to the advantage of the buyer or the detriment of the Company. By buying the products, the buyer does not gain any licence or right to any of the Company's intellectual property such as a patent, registered design, trademark or copyright or confidential information. The Company is not obliged to disclose the methods or techniques used in production.

WAIVER OF RIGHTS

All the rights, powers, exemptions and remedies of the Company shall remain in full force notwithstanding any neglect, forbearance or delay in their enforcement. The Company shall not be deemed to waive any right, power, exemption or remedy unless such waiver shall be in writing under the signature of a manager or the secretary of the Company and any such waiver, unless the contrary shall be expressly stated, shall apply to and operate only in the particular transaction, dealing or matter. The exercise of a right by the Company does not prevent any further exercise of that right or of any other right.

ASSIGNMENT

The buyer may only assign, encumber, declare a trust over or otherwise create an interest in its rights under this document with the Company's prior written consent.

This document is entered into on behalf of and is intended to bind and ensure to the benefit of the Company and the Company's successors and assigns. The provisions of this document shall be given a large and liberal interpretation in favour of the Company so that the contra proferentem rule shall not apply in any case against or to the disadvantage of the Company.

Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

GOVERNING LAW AND JURISDICTION

This document is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.