



## CONDITIONS OF TRADING

In these Conditions of Trading "the Company" means Supreme Packaging Pty Ltd

1. **ARTWORK, PRINTING PLATES AND RUBBERS.** Artwork, printing plates and rubbers (if applicable) will be charged to the Customer unless supplied by the Customer. Replacement sets will also be charged to the Customer if and when required. All extra work caused by Customer corrections including resetting and/or the overrunning of composition shall be charged as an extra. Quoted artwork prices will increase in circumstances where original quoted art is priced on a "sight unseen" estimate basis. Once final art requirements are established and approved the Customer will be charged for any increased pricing that is incurred by the Company.
2. **ASSIGNMENT.** Unless otherwise expressly provided in this Contract, a party must not assign or in any other way deal with any of its rights or obligations under this Contract without the prior written consent of the other party, which shall not be unreasonably withheld.
3. **BAR CODES.** Where applicable it is the responsibility of the Customer to check bar codes on receipt of goods. The Company will not be responsible for any costs or losses that may be suffered resulting from any inability of bar codes to scan correctly.
4. **CALL UP STOCK.** Where the Company holds goods on behalf of the Customer on a call up basis these goods will be held against a firm order for a period of no greater than three (3) months after which time the remaining goods shall be invoiced in full and payable in accordance with the Company's payment terms. At this time the Customer shall provide the Company with delivery instructions for these goods.
5. **CLAIMS.** Unless the Customer shall within seven days from delivery of any of the goods under the Contract give notice to the Company of any matter or thing by reason whereof it may be alleged that any such goods are not in accordance with the Contract, the said goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the goods accordingly. The Company shall not be liable for any consequential loss arising from the supply of goods which are defective or otherwise not in accordance with the Contract. The Customer shall not withhold payment pertaining to any goods that may be the subject of a claim. The Company shall not consider any claim which is the subject of an overdue payment.
6. **CONFIDENTIAL INFORMATION.** Each party undertakes that it will not disclose to any person any information of or relating to the other party which has come to its possession as a result of the Contract or the negotiations preceding this Contract including, but not limited to, the terms of this Contract. This does not prohibit disclosure of information which is in the public domain or is received from a third party independently of the parties or is required to be disclosed by law or is disclosed in accordance with prior written consent of the other party. This clause survives the term of this Contract.
7. **CUSTOMER'S INSTRUCTIONS.** Once accepted by the Customer the Company's written quotation shall be deemed to interpret correctly the Customer's instructions whether written or oral. The Customer is responsible for issuing an official Customer Purchase Order prior to the Company accepting any Customer instructions. Where oral instructions only are received from the Customer the Company shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions. Any Customer amendments whatsoever to the Company's Conditions of trading or written quotation be it in the form of a written or verbal Purchase Order from the Customer or in any other form will not be accepted by the Company unless such amendments are accepted in advance by the Company in writing to the Customer and acknowledged by return in writing by the Customer.
8. **CUSTOMER'S PROPERTY AND MATERIAL SUPPLIED BY CUSTOMER.** (a) All goods and materials supplied to the Company by or on behalf of the Customer shall be at the Customer's risk and the Company shall not be liable for loss of or damage to such goods or materials whether arising out of the Company's negligence or otherwise unless otherwise agreed by the Company in writing. (b) Where the Customer supplies materials, adequate quantities shall be supplied to cover spoilage. Sheets and other materials shall not be counted or checked when received unless specified in the quotation or requested by the Customer in writing. An additional charge may be made by the Company in respect of any such counting or checking requested by the Customer. (c) Any property and materials of the Customer in the Company's possession shall be removed by the Customer within seven days after written request by the Company and if not so removed the Company shall be free to destroy or otherwise dispose of them for its own account. (d) Where materials or equipment are supplied by the Customer the Company accepts no responsibility for imperfect work caused by defects in or unsuitability of such materials or equipment. (e) An extra charge may be made by the Company for Handling or storing property or material supplied by or on behalf of the Customer. (f) Anchored blocks or soldered or patched plates are accepted at the risk of the Customer and no responsibility is accepted by the Company for damage to such blocks or plates. Any necessary repairs to or loss of time caused by them shall be paid for by the Customer. (g) The Company accepts no responsibility whatsoever for the quality of work produced by it when using such blocks or plates which have been supplied by the Customer. (h) Any change or correction to printing plates supplied by the Customer, necessary to ensure properly finished work, shall be paid for by the Customer.
9. **CUSTOMER SUPPLIED MATERIAL.** When the price is based on Customer supplied specifications, roughs, layouts, samples, dummies or printed, typewritten or other good copy, any extra work or cost resulting from any variation by the Customer of his original instructions or by the manuscript copy being poorly prepared or by the Customer's requirements being different from those originally submitted or described, shall be paid by the Customer.
10. **DEFAULT IN PAYMENT.** Where the Customer fails to make any payment required under the Contract by the due date the Company may at its option terminate the Contract at which time all invoices (regardless of their nature) owing by the Customer to the Company shall become immediately due and payable. Such termination shall be without prejudice to any rights which may have accrued to the Company at the date thereof. The Customer shall be liable for and shall repay any costs and expenses incurred by the Company in the recovery of any part of the Customer debt which is in default including all and any legal and debt collection agency costs.
11. **DELAYED DELIVERY.** Where the due date for delivery of locally manufactured goods to be supplied under this contract is 30 days or less from the date of acceptance of the Company's quotation or the acknowledgement of the Customer's order (as the case may be) and delivery is delayed for a period of more than a month, the Customer may, after the expiration of such period, cancel this contract by giving not less than 14 days notice in writing to the Company of its intention to cancel the contract. Where the due date for delivery is more than 30 days after the date of acceptance of the Company's quotation or acknowledgement of the Customer's order and delivery is delayed for a period of more than 60 days, then the Customer may after the expiration of such period cancel this contract by giving not less than 30 days notice in writing to the Company of its intention to cancel the contract. Specifically excluded under this clause is delayed delivery of imported goods.
12. **DELIVERY.** Unless otherwise specifically stated and agreed delivery is to be at the Company's premises and the Customer shall take delivery of the goods immediately after notification by the Company to the Customer that the goods are ready for delivery. Unless otherwise stated all quoted prices exclude freight.
13. **ENTIRE CONTRACT.** This Contract is the only recognized Contract between the parties except as otherwise specifically provided herein. No variations will be accepted by the Company unless specifically agreed in advance in writing by the Company.
14. **EXCHANGE RATE AND VARIATION TO IMPORT PRICING.** The Company quotes all imported goods pricing at the Australian dollar equivalent of the US dollar exchange rate applicable at the time of quotation. This exchange rate is advised to the Customer at time of quoting. Unless the Company quotes prices in US dollars, in the event that the AUS/US dollar exchange rate varies by greater than 3% from the time of quotation until the time the goods are actually paid for by the Customer the Customer will be liable to the Company for an additional charge for the price of the goods due to any negative variation from the quoted exchange rate vs final exchange rate calculated at the time of the Company receiving the Customer payment. This additional adjustment charge for the goods due to the exchange rate variation will be invoiced to the Customer once determined by the Company and shall be due and payable within seven (7) days of invoice date.
15. **EXPEDITED DELIVERY.** Should delivery be required earlier than the delivery date specified in the quotation, reasonable effort will be made by the Company to secure freedom from defects but the Company will not be responsible for defects caused as a result of the requirement for such early delivery. Should the early delivery necessitate overtime being worked or other additional costs being incurred, such additional costs shall be paid for by the Customer.
16. **EXPERIMENTAL ORDERS AND PRELIMINARY WORK.** Preliminary work and or work produced in an experimental way at the Customer's request shall be paid for by the Customer.
17. **FORCE MAJEURE.** The Company shall be under no liability whatsoever for any failure to deliver goods within the time or times specified by reason of its inability to obtain supplies of materials or by reason of any strike or combination of workmen or lockout or war, riot, Civil commotion, fire, act of God or any other cause whatsoever beyond the control of the Company.

18. **GST.** The Company shall charge the amount of any Goods and Services tax payable whether or not included in this quotation.
19. **LIMITED LIABILITY.** The Company shall not be liable for any loss whatsoever (consequential or otherwise), death, injury or damage arising out of the supply or use of any goods supplied under this Contract. The Customer shall fully indemnify the Company in respect of all and any claims costs and expenses whatsoever supplied by the Company in respect of any such loss, death, injury or damage.
- The liability of the Company in respect of any goods or failure to perform, where any raw materials (especially film) used in the production process are sourced and supplied by the Company, is limited, at the sole election of the Company, to any one or more of the following (a) replacement of the goods (b) repair of the goods (c) supply of equivalent goods; or (d) repayment of the cost of having the goods replaced.
- The Company makes no representation whatsoever to the Customer that the goods supplied are fit for their intended purpose/end use as this determination is the sole and unequivocal responsibility of the Customer or their End User Customer, as applicable.
- The Company does not offer nor accept any liability nor provide any warranty whatsoever in respect of any goods and services supplied or any failure to perform by the Company where any raw materials (especially film) used in the production process are supplied by the Customer. In this case the Company will take all due care in the production process but assumes no responsibility for the final outcome and will not be subject to nor accept any Customer or Third Party claims (warranty or otherwise).
20. **OWNERSHIP OF PREPARTORY MATERIALS.** All tools, dies, stereotypes, rubbers, plastic moulds, blocks, engravings, plates and all other items used in preparatory and other work in and about the manufacture of the said goods and provided by the Company shall be and remain the exclusive property of the Company notwithstanding that a charge in respect of the whole or a part of the costs thereof shall have been made.
21. **PACKAGING.** The Company uses standard packaging material. Unless specific package dimensions are stated by the Customer at time of quotation and acknowledged by the Company in writing no other packaging specifications will be used by the Company.
22. **PASSING OF RISK AND TITLE IN PROPERTY.** Risk in goods to be supplied under this Contract shall pass to the Customer upon delivery or in the case of an FOB sale, upon delivery to the Customer's nominated carriers. Title to the goods shall remain with the Company until such time as all debt owing by the Customer to the Company is paid in full. Goods which are the subject of unpaid debt may be redeemed by the Company.
23. **PATENTS.** The Customer shall indemnify the Company against all claims demands and costs and expenses of whatsoever nature arising out of any infringement of patents, copyrights, trademarks, trade names or other rights by any design legend or other matter that the Company may lithograph or print or otherwise reproduce at the Customer's request.
24. **PAYMENT TERMS FOR IMPORTED PRODUCT ORDERS.** Unless otherwise agreed in writing by the Company strict payment terms for all imported goods are as follows:
- Orders less than \$10,000 in value - 100% deposit at time of placing an order with the Company
  - Orders greater than \$10,001 in value - 30% deposit at time of placing an order with the Company, the balance payable within seven (7) days of despatch of the goods (and invoice) by the Company to the Customer's nominated address
  - Where an exchange rate variation applies please refer to Clause 14 for any additional conditions
25. **PAYMENT TERMS FOR LOCALLY MANUFACTURED ORDERS.** Unless otherwise agreed in writing by the Company payment terms for all locally manufactured goods are strictly net thirty (30) days from date of invoice.
26. **QUANTITY DELIVERED.** Unless otherwise agreed in writing by the Company with the Customer the quantity delivered may be more or less than the quantity specified provided that the permitted excess or deficiency shall be in accordance with the following table.
- | <b>Reels</b>               |          | <b>Bags</b>                |         |
|----------------------------|----------|----------------------------|---------|
| On runs of 501 Kgs or More | +/- 10%  | On runs of 100,001 or More | +/- 10% |
| On runs of 251 – 500 Kgs   | +/- 15%  | On runs of 50,001-100,000  | +/- 15% |
| On runs of 250 Kgs or Less | +/- 20%  | On runs of 50,000 or Less  | +/- 20% |
| On runs of 150 Kgs or Less | +/- 30 % | On runs of 20,000 or Less  | +/- 30% |
- The total invoice value payable against the purchase order shall be increased or reduced (as the case may be) limited to the maximum of the above variation based on the actual over/under production and at the same unit price.
27. **STORAGE.** When the Company notifies the Customer that the goods are ready for delivery and the Customer requests the Company to hold the goods on its behalf or refuses to accept delivery such goods will be held by the Company at the Customer's risk and the Company shall be permitted to charge a storage fee in respect of the goods.
28. **VARIATION OF PRICE.** If at any time after the date of the quotation and whether before or after acceptance there shall be any increase in the costs of the Company in carrying out its obligations under the Contract (and this Clause shall be read and applied independently of the application of Clause 14 Exchange Rate and Variation to Import Pricing) the price shall be increased by the amount of such increase in costs plus a reasonable profit margin thereon provided that if such increase in price shall exceed 10 per cent of the amount payable under the Contract or (where part of such amount has already become payable) of the balance of that amount, the Company shall notify the Customer in writing of the amount of the increase and the Customer may within three days of such notification terminate the Contract by notice in writing to the Company. If the Customer does not so terminate the Contract they shall be deemed to have agreed to the increase. If the Customer shall terminate the Contract as aforesaid they shall nevertheless remain liable to pay all amounts previously due to the Company and all amounts becoming due in respect of goods supplied and work done pursuant to the Contract and, in addition, such reasonable amount as shall compensate the Company for any cost's incurred by the Company and not recovered as a result of the termination. Quotations are only valid for a period of thirty (30) days. Clerical errors in the preparation or calculation of any quotation or other documentation prepared by the Company may be corrected by the Company and the Company shall not be bound by such errors.
29. **WARRANTIES.** All warranties and conditions whatsoever which might, but for this clause, be implied by law in respect of the goods are hereby expressly negated and the Company shall not be bound by any representation, warranty, condition or statement whatsoever made except insofar as set out herein.
30. **VICTORIAN LAW.** The Contract shall be construed and take effect in accordance with the Laws of the State of Victoria

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