

Terms and Conditions

Please read these Terms and Conditions carefully. These Terms govern your access and use of this websites and mobile sites (collectively, the "Site") as well as the provision and sale of products and services by Leo Printing & Bindery Pty Ltd. These Terms and Conditions are incorporated into any contract between Leo Printing & Bindery Pty Ltd ("Leo Printing") and customer for the supply of goods and/or services by Leo Printing to the customer.

In these Terms and Conditions:

- "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- "Completion" means completion of the Project, but does not include the provision of Client content unless otherwise specifically stated in the Quotation and/or Proposal.
- "Client" means any person, corporation or other legal entity who orders and is supplied Goods and/or Services by Leo Printing.
- "Goods and/or Services" includes all goods and/or services supplied by Leo Printing to the Client including all relevant materials and any branding and design services, copywriting, website design and development, shopping carts, search engine optimisation, email marketing, video production and streaming, e-publications, one to one marketing, or any other good or service offered to and supplied from time to time to the Client by Leo Printing.
- "Invoice" means a tax invoice for Goods and/or Services supplied by Leo Printing to the Client.
- "Project" means the Goods and/or Services to be supplied by Leo Printing as detailed in a Quotation and/or Proposal issued by Leo Printing to the Client (and including any agreed variation to such Quotation and/or Proposal).
- "Proposal" means a written proposal for the supply of Goods and/or Services and completion of Project issued by Leo Printing to the Client and which includes a Quotation.
- "Quotation" means a written quotation for the costs of supplying the Goods and/or Services (including material, labour and other applicable costs) issued by Leo Printing to the Client.
- "Leo Printing" means Leo Printing & Bindery Pty Ltd who undertakes the Project and supplies the Goods and/or Services.
- "Terms and Conditions" means these terms and conditions which are applicable to the supply of the Goods and/or Services by Leo Printing to the Client.

1. Quotations and Proposals and creation of contract

1.1 No contract shall arise between Leo Printing and the Client unless and until the following occurs:

1. Leo Printing has provided a Quotation and/or Proposal to the Client based on the brief and or instructions provided by the Client; and
2. The Client accepts the Quotation prior to its expiration date and/or Proposal by placing an order, instructing Leo Printing to proceed and/or executing and returning

the Proposal to Leo Printing and paying to Leo Printing any upfront fees prior to the expiration date specified in the Proposal;

1.2 Quotes are valid for a period of 14 days from their date of issue. Quotes will be deemed accepted upon the Client placing an order and/or instructing Leo Printing to proceed with the Project.

1.3 Proposals are valid and may be accepted within 14 days from their date of issue. After such 14 day period has expired, Leo Printing reserves the right to reconsider any term or condition of the Proposal (including the re-pricing of the Proposal).

1.4 Prices included in Quotations and Proposals are based on Leo Printing 's current cost of production, (materials, labour, machine time etc). If between the date of the Quotation and/or Proposal and the date of Completion of the Project, the price of any component such as labour or materials increases, Leo Printing reserves the right to vary the costs payable for the Project to reasonably reflect such increased costs. Leo Printing will advise the Client of any such proposed increase and the Client will have the right to terminate (by notice in writing to Leo Printing) the Project, subject to payment of all costs for work performed by Leo Printing up to the date of such termination.

2. Agency arrangements

2.1 If the Client contracts Leo Printing on behalf of any other person i.e. other than for the Client personally, the Client warrants that they are authorised to enter into a contract on behalf of such person and that the Client will be liable for all costs irrespective of whether or not the details of such other person are disclosed to Leo Printing.

2.2 If Leo Printing is contracted to work on a Proposal for a Client of the Client, Leo Printing will have no duty or responsibility to such Client and will not be contractually bound to such Client.

2.3 The Client agrees to indemnify Leo Printing against any claim (of any nature) by any Client of the Client which arises as a direct or indirect consequence of the Client's use, or inability or unwillingness to use, the material delivered by Leo Printing to the Client.

3. Process and the Client brief and instructions

3.1 Leo Printing prides itself on its ability to deliver quality work in a timely and cost-effective manner. Fundamental to this process is the completeness of scope of the Client's brief. To be able to provide Goods and/or Services and to deliver a Project on time and within the parameters of a Quotation and/or Proposal, all supporting documentation and information must be provided to Leo Printing before the issue of any Proposal and before Leo Printing commences work.

3.2 Leo Printing shall only be required to fulfil the instructions specified in the Quotation and/or Proposal. Leo Printing shall not be responsible for errors or omissions in the Client's instructions or verbal instructions.

3.3 On the valid acceptance of a Proposal, Leo Printing will, where applicable, confirm the proposed process, timeline and delivery date for the performance of the Project.

4. Costs and Fees

4.1 All prices are based on work specified in the Quotations and/or Proposals and/or further instructions given by the Client. The labour costs specified in Leo Printing's Quotations and/or Proposals are based either on an hourly rate or on a Project basis. On occasion, where requested by a Client, Leo Printing may consider a retainer arrangement.

4.2 The Client will be liable for any goods and services tax payable on the supply of Goods and/or Services by Leo Printing to the Client. Goods and services tax will be charged in addition to costs and fees and will be itemised in the Invoices.

4.3 Leo Printing's initial consultation is provided free of charge.

4.4 Emergency turnaround requirements of less than 48 hours, and out of business hour requirements will attract a premium, which will be negotiated and agreed with the Client. Prices will be increased to cover overtime work or other additional costs incurred as a result of any requirement for urgent completion of a Project.

5. Payment Terms

5.1 All Invoices will be payable COD unless prior credit arrangements have been agreed with Leo Printing.

5.2 Any credit arrangements will require Leo Printing's Account Application form to be completed and approved by Leo Printing. Any credit provided to a Client must be paid in full within 30 days from the date of the Invoice.

5.3 Any deposit specified in the Proposal, must be paid by the Client on the date of acceptance of the Proposal and in any event before commencement of the Project. The amount of deposit will vary with the Goods and/or Services to be provided.

5.4 The amount of a deposit will reflect Leo Printing's reasonable estimate of costs incurred to the date prior to the due date of payment of the deposit and is non-refundable.

5.5 Leo Printing will issue Invoices at Completion of the Project for the price specified in the Quotation and/or Proposal plus any additional charges referred to in these Terms and Conditions or as agreed, or if the Project is lengthy, Leo Printing may at its discretion issue interim Invoices on either a monthly basis or such lesser period by reference to the work performed to that date in accordance with the fee schedule included in the Proposal, or if no fee schedule is specified, as reasonably calculated by Leo Printing by reference to the amount of work performed.

5.6 Leo Printing may issue an Invoice for the amount specified in the Quotation and/or Proposal before commencing the Project where Leo Printing has not previously carried out work for the Client or where Leo Printing considers it prudent to do so. Leo Printing may, in the event that Leo Printing is of the view that completing the Project will take more than a month, at any time before the Project is completed, issue one or more Invoices for a proportion of the amount specified in the Quotation and/or Proposal (the proportion to be at Leo Printing's discretion) and require that proportion to be paid in advance of any further work being done.

6. Late or Non-Payment

6.1 If an Invoice is not paid when due, Leo Printing may cease any further work on the Project until all outstanding Invoices have been paid.

6.2 Leo Printing may at its option charge interest on amounts not paid when due. Such interest is to be calculated on a daily basis from the date any such amount should have been paid until the date of payment. Such interest will be payable at a rate equal to that charged by the Commonwealth Bank of Australia on overdrafts not exceeding \$100,000, plus 3%. Such charge represents Leo Printing's genuine assessment of the liquidated damages which Leo Printing will suffer as a result of the Client's delay in making payment.

6.3 The Client must pay to Leo Printing any costs, expenses or losses incurred by Leo Printing as a result of the Client's failure to pay Leo Printing all sums outstanding from the Client to Leo Printing (including without limitation all debt collection and legal costs (on an indemnity basis)) which are incurred by Leo Printing in recovering monies due by the Client to Leo Printing.

7. Delivery

7.1 Leo Printing shall notify the Client when the Goods and/or Services are ready for collection.

7.2 The Client must collect the Goods and/or Services from Leo Printing's premises upon being notified by Leo Printing that the Goods and/or Services are ready for collection. If Leo Printing agrees to deliver the Goods and/or Services, the Client shall bear all freight and charges of such delivery.

7.3 Leo Printing will use its best endeavours to deliver the correct quantity ordered however quantities will at all times be considered estimates only and are conditional upon a margin of five percent (5%) being allowed for overs or shortages, which shall be charged for or deducted as appropriate.

8. Claims

8.1 The Client must inspect Goods and/or Services supplied by Leo Printing within seven (7) days from delivery or otherwise, within seven (7) days of notification that the Goods and/or Services are ready for collection. Any claims against Leo Printing must be in writing within such seven (7) days.

9. Liability

9.1 To the fullest extent permitted by law, except as provided herein or under the Australian Consumer Law, Leo Printing shall not be liable to the Client in contract or tort for any loss or damage or for consequential loss or damage of any kind (including but not limited to increased costs or expenses, any loss of profit, revenue, business, contracts or anticipated savings, any loss or expenses resulting from a claim by a third party or any other special, indirect or consequential loss or damage of any nature whatsoever) arising out of the supply of the Goods and/or Services, or arising out of Leo Printing's negligence, or caused by Leo

Printing's failure to complete or delay in completing the Project or to deliver Goods and/or Services or in any way whatsoever.

9.2 Except as otherwise provided in the Australian Consumer Law, any advice, recommendation, information, assistance or service given by Leo Printing in relation to the Goods and/or Services provided by Leo Printing or their use or application is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty of accuracy, appropriateness or reliability. Leo Printing does not accept any liability or responsibility for any loss suffered as a result of the Client's reliance on such advice, recommendation, information, assistance or service.

9.3 Leo Printing acknowledges liability for the guarantees in relation to the supply of Goods and/or Services prescribed by the Australian Consumer Law provided that to the extent permitted by the Australian Consumer Law, the liability for any failure to comply with such guarantees is hereby limited to:

- (1) In the case of Goods, any one or more of the following:
 - (a) The replacement of the Goods or the supply of equivalent goods;
 - (b) The repair of the Goods;
 - (c) The payment of the cost of replacing the Goods or of acquiring equivalent goods; or
 - (d) The payment of the cost of having the Goods repaired; or
- (2) In the case of Services:
 - (a) The supplying of the Services again; or
 - (b) The payment of the cost of having the Services supplied again.

9.4 Except as otherwise provided in the Australian Consumer Law, Leo Printing will not be liable to the Client for loss, howsoever caused, of any Client property supplied to Leo Printing or for any damage, loss or destruction of any Client property unless the loss or damage has been caused by the failure of Leo Printing to exercise due care and skill in handling or storing such property.

9.5 Leo Printing will not be liable to the Client for loss, howsoever caused, of any data stored on disks, tapes, compact disks or other media supplied by the Client to Leo Printing or for any damage, loss or destruction of any property of the Client unless the loss or damage has been caused by the failure of Leo Printing to exercise due care and skill in handling or storing such property.

9.6 Unless expressly set out herein, all implied warranties and conditions in relation to any supply by Leo Printing are expressly excluded (unless such warranties cannot at law be excluded).

10. Expedited Completion of Project

10.1 The Client acknowledges that a requirement for urgent completion of a Project increases the likelihood of defects. Leo Printing will use reasonable efforts to avoid defects but will not be liable for defects arising because of urgent completion of a Project.

11. Cancellation and Postponement

11.1 Except as set out in clause 11.2, if a Project is terminated or cancelled or suspended or postponed for a period of up to 30 days by the Client prior to Completion, Leo Printing shall be entitled to be compensated for hours worked on the said Project to the date of termination, cancellation, suspension or postponement, including the costs of any materials, incidentals and third party contractors.

11.2 If the Project comprises in whole or in part any website development, then once the design work for a website has been signed off by the Client and website build has commenced, such website development component of the Project cannot be cancelled and the total cost of such website development must be paid for in full.

11.3 Except as otherwise provided in the Australian Consumer Law, the Client agrees that Leo Printing is not liable for any loss of income or for any indirect or consequential costs or damages suffered by the Client or by any third party as a result of any delay that has been caused to the Client's business or to the business of any third party due to the cancellation, suspension or postponement of any Project.

12. Third Party Contractors

12.1 Leo Printing, may as agent for the Client directly or indirectly engage the services of another contractor ("Third Party Contractor") to carry out all or part of the Project. Leo Printing shall pay the charges of Third Party Contractors on the Client's behalf and recharge them under the Project fees.

12.2 Leo Printing will take all reasonable care in selecting and instructing a Third Party Contractor. While reasonable care will be taken, Leo Printing has no control over the activities of a Third Party Contractor and therefore, except as otherwise provided in the Australian Consumer Law, accepts no responsibility for the services provided to the Client by any such Third Party Contractor or for any errors or omissions in its services or products. Any claim by the Client in relation to such services must be made directly against the Third Party Contractor.

13. Goods and/or Services from Third Party Suppliers

13.1 If Leo Printing must obtain goods (including stock, typefaces, plates etc) and/or services not normally stocked or supplied by Leo Printing from a third party in order to carry out the Client's instructions:

1. Leo Printing will not be liable for any breach of these Terms and Conditions if that breach is a result of or is connected with the supply by the third party of such goods and/or services.
2. Leo Printing acquires these goods and/or services as agent for the Client and not as principal. Leo Printing will have no liability to the Client in relation to the supply of those goods and/or services. Any claim by the Client in relation to the supply of those goods and/or services must be made directly against the third party supplier.
3. Leo Printing will pay the third party for the goods and/or services on the Client's behalf and add the costs to the Client's next Invoice as a disbursement.
4. Any such goods are obtained on the basis that title in those goods passes to Leo Printing when the goods are incorporated into the work done by Leo Printing.

14. Material Supplied by Client

14.1 If Leo Printing and the Client agree that the Client is responsible for supplying materials for the purposes of the Project, the Client must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by Leo Printing. Leo Printing will not normally count or check the materials and if requested by the Client to do so, may charge for counting or checking. Leo Printing will not be responsible for any defects in the goods which are caused by defects in or the unsuitability of materials supplied by the Client. Property in any materials supplied by the Client and incorporated into the Goods and/or Services passes to Leo Printing at time of incorporation.

15. Copyright and Trademarks

15.1 Copyright in all work produced by Leo Printing shall remain the property of Leo Printing unless otherwise agreed in writing.

15.2 All Goods and/or Services provided by Leo Printing may only be used for lawful and ethical purposes. This includes, but is not limited to copyrighted material. Leo Printing is not required to perform any Goods and/or Services it considers to be unethical, objectionable, threatening, obscene or pornographic.

15.3 The Client warrants to Leo Printing that the Client has copyright in, or a license to authorise Leo Printing to reproduce all materials supplied by the Client to Leo Printing for the purpose of the Project. The Client expressly authorises Leo Printing to reproduce all and any of such works for the purposes of the Project.

15.4 The Client warrants it has the right to use applicable trademarks which may be incorporated in any Project.

15.5 The Client indemnifies and agrees to keep Leo Printing indemnified against all liability, losses or expenses incurred by Leo Printing in any way directly or indirectly connected with any breach of copyright and trademarks or any third party in relation to any materials supplied by the Client for the purpose of the Project.

15.6 Conditional upon receipt of payment in full for the work performed by Leo Printing, Leo Printing grants to the Client a non-exclusive license to use Leo Printing's copyright in works created by Leo Printing for the purposes of the Project only, but for no other purposes.

16. Confidentiality

16.1 The Client must keep confidential and must not (without Leo Printing's written consent) use any ideas, systems or processes, intellectual property communicated or made available by Leo Printing to the Client. Similarly Leo Printing agrees to maintain the confidentiality of the Client in all confidential materials supplied by the Client to Leo Printing for the purpose of the Project.

17. Final Proofs

17.1 Final proofs will be presented by Leo Printing to the Client for approval prior to Completion of work which forms part of the Project.

17.2 When the Client executes Leo Printing's proof approval document, the Client is assumed by Leo Printing to have reviewed all aspects of the material presented and to be satisfied with it and to have noted any exceptions in writing.

17.3 If Leo Printing has submitted to the Client a proof of the work, Leo Printing will not be responsible for any error in the work which appeared in the proof and which was not corrected by the Client before the Project was completed. The cost of additions or alterations to any proof submitted to a Client will be added to the price (unless changes to the proof are merely typographical corrections).

18. Risk

18.1 The risk in the Goods and/or Services passes to the Client at the time of delivery if Leo Printing delivers the Goods and/or Services to the Client's premises or the Client collects the Goods and/or Services from Leo Printing's premises. If the Goods and/or Services are not collected or delivered within 7 days of Leo Printing notifying the Client that the Goods and/or Services are ready for collection, risk passes on this date.

18.2 Leo Printing shall not be liable for insurance, freight or loss or damage to Goods and/or Services in transit incurred in delivery or which have been left at Leo Printing's premises.

18.3 Leo Printing has no obligation to insure any property of the Client in Leo Printing's possession. The Client must pay the cost of any insurance arranged by Leo Printing at the request of the Client.

18.4 If a Client leaves property in Leo Printing's possession for more than 12 months, Leo Printing may dispose of or sell the property and retain any proceeds of sale as compensation for holding and handling the property.

19. Title

19.1 Ownership of and title to the Goods and/or Services contained in any Project delivered to the Client under any contract between Leo Printing and the Client, shall not pass to the Client until payment in full of all Invoices and sums due to Leo Printing under such contract has been made to Leo Printing.

19.2 The risk of damage to or destruction of any item delivered by Leo Printing to the Client shall pass to the Client upon delivery, notwithstanding that ownership of the item has not then passed, and the Client shall ensure that such item is adequately insured from time of delivery.

19.3 Until the Goods and/or Services have been paid for in full, the Client must not:

1. either sell the Goods and/or Services or use the Goods and/or Services in a manufacturing process, other than in the ordinary course of its business, in which case the Client grants to Leo Printing a security interest in either every payment to the Client for the Goods and/or Services or the portion of every payment for the

- manufactured product that relates to the Goods and/or Services (both as proceeds of the Goods and/or Services and as original collateral); and
2. sell, assign, charge or otherwise encumber or grant any interest over any debts and other obligations which any third party may owe to the Client as a result of the use, manufacture or resale of the Goods and/or Services.

19.4 The Client irrevocably authorises Leo Printing at any time, to enter any premises upon which the Goods and/or Services are stored to enable Leo Printing to inspect the Goods and/or Services and, if the Client has breached these terms and conditions or suffers an Insolvency Event, to reclaim possession of the Goods and/or Services. The Client indemnifies Leo Printing against any liability to any person in connection with the entry or reclamation.

19.5 The Client acknowledges and agrees that:

1. these Terms and Conditions and any contract between the Client and Leo Printing may create a security interest in all present and after acquired Goods and/or Services and any proceeds as security for the Client's obligations to Leo Printing for the purposes of the Personal Property Securities Act 2010; and
2. Leo Printing is a secured party in relation to the Goods and/or Services and any proceeds of the Goods and/or Services, and is entitled to register its interest on the register as a security interest and if applicable, a purchase money security interest.

19.6 The Client undertakes to:

1. take all steps requested by Leo Printing to ensure its security interest in the Goods and/or Services and the proceeds is enforceable, and to perfect, or better secure the position of Leo Printing;
2. reimburse Leo Printing for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Security Register;
3. give Leo Printing not less than 14 days' prior written notice of any proposed change in the Client's name and/or any other change in the Client's details.

19.7 The Client waives any rights to receive any verification statement or other notice required to be issued under the Personal Properties Securities Act 2010.

20. Websites

20.1 The Client expressly agrees that the use of websites which form part of any Project is at the Client's sole risk. Except as otherwise provided in the Australian Consumer Law, neither Leo Printing, nor its employees, affiliates, agents, third party information providers, contractors, merchants or licensors warrant that the website and any scripts or programs are entirely free of errors or defects or will not be interrupted.

20.2 The website, scripts, graphics or any other programming code created for the Client which form part of such website remain the property of Leo Printing until all outstanding Invoices are paid in full.

20.3 Any scripts, CGI applications, PHP scripts, or software (unless specifically agreed) produced for the Client shall remain (subject to any third party licenses), the copyright of Leo

Printing and may only be commercially reproduced or resold with the permission of Leo Printing.

20.4 Leo Printing is not and will not be responsible for any copyright or intellectual property infringements relating to or caused by materials submitted by the Client. Leo Printing reserves the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material. Any additions to the website will be carried out at the discretion of Leo Printing. If there is no charge made by Leo Printing for such additions then, except as provided in the Australian Consumer Law, Leo Printing accepts no responsibility to ensure that such additions are error free and reserves the right to charge an amount for any correction to such additions or in relation to any other additions.

20.5 The Client agrees to make available to Leo Printing as soon as is reasonably possible, all materials required to complete the website to the agreed standard and within the timetable set out in the Proposal.

20.6 Leo Printing will not be liable:

1. for costs incurred, compensation or loss of earnings due to the failure to meet agreed timetables; or
2. become involved in any disputes between the website owner and the Client and cannot be held responsible for any wrongdoing on the part of a website owner; or
3. for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the Client or any of the Clients appointed agents; or
4. any costs incurred; or any direct, indirect, incidental, special or consequential damages that result from the use or inability to use the website, or that results from, viruses, mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation, or destruction of its servers, software or any material provided by its agents; or
5. for third party web hosting arrangements (which the Client directly contracts with).

21. Electronic Media

21.1 All discs, tapes, compact discs or other media (other than the media supplied by the Client) used by Leo Printing to store data for the purposes of completing the Project are the property of Leo Printing. The Client cannot require Leo Printing to supply to the Client any such data. Leo Printing may charge the Client for supplying such data where it chooses to supply such data to the Client.

21.2 Leo Printing will not be liable for storing any data on discs, tapes, compact discs or other media when the Project has been completed. If Leo Printing agrees to store such data, Leo Printing may charge the Client to do so.

22. Force Majeure

22.1 Leo Printing will not be liable for any loss, damage or expense suffered or incurred by the Client where such loss is occasioned by any cause beyond Leo Printing's reasonable control, including and without limiting the generality of the foregoing, by war, insurrection, terrorism, fires, floods, strikes, lockouts, delays in transport, breakdowns in machinery, the

inability or failure of a supplier to supply necessary materials, or prohibitions or other action by any government or semi-government authority, or embargoes.

23. Immediate Termination

23.1 In the event that:

1. the Client becomes insolvent (within the meaning of the Corporations Act 2001) or makes any voluntary arrangement with its creditors, or
2. a petition is presented or a resolution is passed to wind up the Client (other than for the purposes of reconstruction or amalgamation as a solvent company), or
3. a receiver or other external administrator is appointed over the whole or any part of the assets of the Client, or
4. the Client shall otherwise cease trading, or
5. any distress, writ of execution or other process is levied or enforced against any property of the Client;

then in any such event Leo Printing shall (without prejudice to any other right or remedy available to it) be entitled to terminate or cancel any contract between itself and the Client or suspend any further deliveries of the Project or Goods and/or Services without any liability to the Client and if any materials or Goods and/or Services have been delivered or supplied but not paid for, the price of such materials and Goods and/or Services shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

24. Changes to Terms and Conditions

24.1 These Terms and Conditions may be amended at any time without notice to the Client. The Terms and Conditions which apply to any Proposal will be those current at the date of the Quotation and/or Proposal.

25. No Waiver

25.1 A power or right is not waived solely because the party entitled to exercise that power or right does not do so. A single exercise of a power or right will not preclude any other or future exercise of that power or right or of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

26. Severability

26.1 Any provisions in these Terms and Conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

27. Governing law and jurisdiction

27.1 These Terms and Conditions are governed in law in force in the State or Territory in which Leo Printing's premises are located and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions.