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1. INTRODUCTION

1.1 Application of these Terms and Conditions

These Terms and Conditions are incorporated into any contract between Alto Print Pty. Ltd. and customer for the supply of goods and/or services by Alto Print Pty. Ltd. to the customer.

1.2 Interpretation

In these Terms and Conditions:

“Additional Work” includes all work undertaken by Alto Print Pty. Ltd. as a consequence of the customer’s variation, alteration or modification of its instructions in relation to the Order;

“Business Day” means a day on which banks are open for general banking business in the State or Territory in which Alto Print Pty. Ltd. premises are located;

“Estimate” means the estimate referred to in sub-clause 2.1(b) (as amended in accordance with clause 2.4);

“Freight Costs and Charge” includes all costs and expenses incurred by Alto Print Pty. Ltd. in removing the Goods from its premises, whether by way of actual or attempted delivery to the customer or otherwise; “Goods” means all present and after acquired goods produced by Alto Print Pty. Ltd. under an Order;

“GST” means Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth);

“Interest Rate” means a rate 2% higher than the Cash Target Rate as fixed By the Reserve Bank of Australia;

“Order” means the work required to be done in order to fulfill the customer’s Instructions;

“Preliminary Work” means any and all work performed by Alto Print Pty. Ltd. at the customer’s express or implied request, the performance of which work was necessary to enable the Order to be commenced and which work was not within the reasonable contemplation of Alto Print Pty. Ltd. at the time when Alto Print Pty. Ltd. supplied the Estimate;

“Alto Print Pty. Ltd. Charge” refers in each case to the standard or usual fee charged by Alto Print Pty. Ltd. from time to time in respect of the Order; “Quote” means the quote described in clause 2.1.

1.3 General

In these Terms and Conditions, unless the context otherwise requires:

- a. the singular includes the plural and vice versa;
- b. a reference to a clause is a reference to a clause of these Terms and Conditions;
- c. a reference to a party to these Terms and Conditions or any other document or arrangement includes that party’s executors, administrators, successors and permitted assigns;
- d. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- e. a reference to a period of time (including, without limitation, a year, a quarter, a month and a day) is to a calendar period.

1.4 Headings

In these Terms and Conditions, headings are for convenient reference only and do not affect interpretation.

1.5 Business Day

If the day on which any act, matter or thing is to be done under this agreement is not a Business Day, that act, matter or thing:

- a. if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day; and
- b. in all other cases, may be done on the next Business Day.

2. QUOTES

2.1 Alto Print Pty. Ltd. to supply quote

Alto Print Pty. Ltd. may if, requested by the Customer, give the customer a quote specifying:

- a. the work required to be done in order to fulfill the customer’s instructions; and
- b. an estimate of Alto Print Pty. Ltd’s charge for the performance of such work.

2.2 Acceptance by customer

Where Alto Print Pty. Ltd. has given the customer a Quote:

- a. Alto Print Pty. Ltd. need not commence work until the Quote has been accepted by the customer.
- b. The customer may accept the Quote by instructing in writing Alto Print Pty. Ltd. to commence work.
- c. Acceptance by the customer of the Quote, whether express or implied, will constitute acceptance by the customer of these Terms and Conditions.

2.3 Quote evidence of instructions

If the Quote is accepted by the customer, the subject of the quote (the work) shall be carried out and the customer shall pay for the work in accordance with the Quote and these Terms and Conditions.

3. CHARGES

3.1 Invoice

Subject to clause 5.3, when the Order has been commenced/ completed, Alto Print Pty Ltd. will issue an invoice to the customer for the amount of the Estimate or, if no Estimate was made, for an amount representing Alto Print Pty. Ltd., Charge for the work done in filling the Order, and for any of the other charges specified in clause 3.2.

3.2 Additional Charges

In addition to the amount of the Estimate, or where no Estimate was given, in addition to the amount representing Alto Print Pty. Ltd. Charge for the work done, Alto Print Pty. Ltd. may charge to the customer:

- a. fees for any preliminary work performed at the customer’s request;
- b. fees for additional work required to be done as a result of the customer changing his, her or its instructions; (c) fees for having to work from poor copy;
- c. fees for work which involves tables or foreign language and which was not notified to Alto Print Pty. Ltd. before the Quote was prepared;
- d. fees for additional work required to be done as a result of author’s corrections, including repagination or reformatting;
- e. fees and other charges for work required to be done urgently, including any overtime costs;
- f. fees for handling or storing material or equipment supplied by the customer for the purposes of the Order;

- g. fees for changing or correcting, in order to ensure that the Goods are properly produced, any plates, artwork or any document including computer files supplied for the purposes of the Order by the customer;
- h. freight costs and charges; above what is included in quotes.
- i. other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause.

3.3 Under/Over supplies

- a. The customer acknowledges that whilst Alto Print Pty. Ltd. will make every endeavour to produce the exact number of items in the Order, owing to human and/or machine/computer error the number of items actually produced may be 10% over or under the number specified in the Order ("a discrepancy").
- b. Where a discrepancy occurs, Alto Print Pty. Ltd. will adjust the amount charged to the customer for the Order a pro rata amount to reflect the actual number of items produced.

4. DELIVERY

4.1 Notification

Alto Print Pty. Ltd. shall notify the customer when the Goods have been dispatched.

4.2 Collection

The customer must collect the Goods from Alto Print Pty. Ltd.'s premises upon being notified by Alto Print Pty. Ltd. that the Goods are ready for collection. If Alto Print Pty. Ltd. agrees to deliver the Goods the customer shall bear all freight costs and charges of such delivery.

4.3 Rejection

- a. Subject to clause 7.1 the customer may only reject the Goods if they do not comply with the customer's instructions. If the customer wishes to reject the Goods, the customer must notify Alto Print Pty. Ltd. of the rejection: (a) if Alto Print Pty. Ltd. agrees to deliver the Goods to the customer's premises –within 7 days of delivery (or such other time as is mutually agreed);
- b. otherwise - within 7 days of notification that the Goods are ready for collection (or such other time as is mutually agreed).

4.4 Risk

The risk in the Goods passes to the customer:

- a. if Alto Print Pty. Ltd. delivers the Goods to the customer's premises - at the time of delivery;
- b. otherwise - at the time Alto Print Pty. Ltd. notifies the customer that the Goods are ready for collection.

If the customer is entitled to reject the Goods and rejects the Goods in accordance with these Terms and Conditions, risk reverts to Alto Print Pty. Ltd. at the time the customer notifies Alto Print Pty. Ltd. that the Goods are rejected.

5. PAYMENT

5.1 Time for payment

The customer must place an official Purchase Order with Alto Print Pty. Ltd. before commencement of any work which is to be performed by Alto Print Pty. Ltd. Once Alto Print Pty. Ltd. has received the order, Alto Print Pty. Ltd. will acknowledge receipt of this order. New customers and non account holders are required to pre-pay prior to commencement of any works. Approved account holders must pay invoices within the agreed terms of credit application.

5.2 Method of payment

Payment for the Order is to be made by the customer by cash, cheque, Credit Card or EFT. Unless otherwise stated, all payment shall be in Australian Dollars.

5.3 Advance and progress payments

- a. Alto Print Pty. Ltd. may issue an invoice for the amount of the Estimate before commencing the Order where Alto Print Pty. Ltd. has not previously carried out work for the customer or where Alto Print Pty. Ltd. considers it otherwise prudent to do so;
- b. Alto Print Pty. Ltd. may, in the event that Alto Print Pty. Ltd. is of the view that completing the Order will take more than a month, at any time before the Order is completed, issue one or more invoices for a proportion of the amount of the Estimate (the proportion to be at Alto Print Pty. Ltd.'s discretion) and require that proportion of the Estimate to be paid in advance of any further work being done.
- c. If the Order is suspended for more than 14 days at the request of the customer or as a result of something for which the customer is responsible, Alto Print Pty. Ltd. may issue an invoice for a particular sum (to be specified by Alto Print Pty. Ltd.) for the work already done and for other costs incurred by Alto Print Pty. Ltd. (such as storage costs).

5.4 Damages

The customer must pay to Alto Print Pty. Ltd. any costs, expenses or losses incurred by Alto Print Pty. Ltd. as a result of the customer's failure to pay to Alto Print Pty. Ltd. all sums outstanding from the customer to Alto Print Pty. Ltd. (including, without limiting the generality of the obligation set out in this clause, any debt collection and legal costs).

6. NON-PAYMENT

6.1 Retention of title

- a. Until the customer has paid all amounts outstanding in relation to the Goods and any other goods supplied by Alto Print Pty. Ltd. to the customer, title and property in the Goods shall not pass from Alto Print Pty. Ltd. to the customer.
- b. If the Goods are in the customer's possession, the customer shall hold the Goods as trustee for Alto Print Pty. Ltd. and must store the Goods so that they are clearly identifiable as the property of Alto Print Pty. Ltd.
- c. Alto Print Pty. Ltd. may call for and recover possession of the Goods (for which purposes Alto Print Pty. Ltd. employees or agents may enter the customer's premises and take possession of the Goods without liability to the customer) and the customer must deliver the Goods to Alto Print Pty. Ltd. if so directed by the management of Alto Print Pty. Ltd.
- d. The customer may, in the ordinary course of the customer's business, sell the Goods to a third party but:
 - i. the proceeds of sale to the third party shall be held by the customer as trustee for Alto Print Pty. Ltd. and the customer shall account to Alto Print Pty. Ltd. for those sums; and
 - ii. if Alto Print Pty. Ltd. requires, the customer shall assign to Alto Print Pty. Ltd. the customer's claim against the third party and shall execute all documents necessary to effect that assignment.

6.2 General lien

Alto Print Pty. Ltd. shall, in respect of all sums owed by the customer to Alto Print Pty. Ltd. hereunder, have a general lien on all property of the customer in Alto Print Pty. Ltd.'s possession and may, after 14 days' notice to the customer, sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed. In the event that any of the customer's property held by Alto Print Pty. Ltd. as aforesaid enjoys copyright protection in favour of the customer, the customer hereby grants to Alto Print Pty. Ltd. a licence to exercise the rights conferred on Alto Print Pty. Ltd. under this clause.

7. LIABILITY

7.1 Proofs

If Alto Print Pty. Ltd. submits to the customer a proof of the Goods Alto Print Pty. Ltd. will not be responsible for any errors in the Goods which appeared in the proof and which were not corrected by the customer before the Order was completed.

7.2 Non-excludable Rights

The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the customer in relation to the provision of the Goods or of services which cannot be excluded, restricted or modified by agreement ("Nonexcludable Rights").

7.3 Disclaimer of Liability

Alto Print Pty. Ltd. disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the customer, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of Alto Print Pty. Ltd. for a breach of a Non-excludable Right is limited, at Alto Print Pty. Ltd's option, to the supplying of the Goods and/or any services again or payment of the cost of having the Goods and/or any services supplied again.

7.4 Indirect losses

Notwithstanding any other provision of these Terms and Conditions, Alto Print Pty. Ltd. is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the customer for:

- a. any increased costs or expenses;
- b. any loss of profit, revenue, business, contracts or anticipated savings;
- c. any loss or expense resulting from a claim by a third party; or
- d. any special, indirect or consequential loss or damage of any nature whatsoever caused by Alto Print Pty. Ltd's failure to complete or delay in completing the Order or to deliver the Goods.

7.5 Electronic data

Without limiting the generality of the foregoing clauses, Alto Print Pty. Ltd. will not be liable to the customer for loss, however caused, of any data stored on disks, tapes, compact disks or other media supplied by the customer to Alto Print Pty. Ltd.

7.6 Customer's property

Subject to clause 7.5, Alto Print Pty. Ltd. will not be liable for the damage, loss or destruction of any property of the customer in Alto Print Pty. Ltd's possession unless the loss or damage is due to the failure of Alto Print Pty. Ltd. to exercise due care and skill in handling or storing the property.

7.7 Force Majeure

Alto Print Pty. Ltd. will have no liability to the customer in relation to any loss, damage or expense caused by Alto Print Pty. Ltd's failure to complete the Order or to deliver the Goods as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of Alto Print Pty. Ltd's normal suppliers to supply necessary materials or any other matter beyond Alto Print Pty. Ltd's control.

8. GENERAL MATTERS

8.1 Periodicals

If the contract between Alto Print Pty. Ltd. and customer relates to more than one issue of a periodical:

- a. Each issue will, for the purposes of these Terms and Conditions, be considered to be one Order.

- b. Subject to sub-clause (c), a party may not terminate a contract to which these Terms and Conditions apply unless:
 - i. in the case of periodicals published weekly or more frequently, that party has given 4 weeks' notice of that party's intention to terminate the contract;
 - ii. in the case of periodicals published fortnightly or more frequently (but less frequently than weekly), that party has given 8 weeks' notice of that party's intention to terminate the contract;
 - iii. in the case of periodicals published less frequently than fortnightly, that party has given 13 weeks' notice of that party's intention to terminate the contract.
- c. Notwithstanding sub-clause (b), Alto Print Pty. Ltd. may terminate the contract at any time if the customer is in breach of any provision of these Terms and Conditions relating to payment.

8.2 Alterations to style etc

If, before the Quote is prepared, the customer does not give Alto Print Pty. Ltd. specific instructions in relation to style, type or layout:

- a. Alto Print Pty. Ltd. may use any style, type and layout which, in Alto Print Pty. Ltd's opinion, is appropriate; and
- b. Alto Print Pty. Ltd. may charge an additional amount for any additional work required to be done (including the production of additional proofs) as a result of the customer subsequently altering the style, type or layout used by Alto Print Pty. Ltd. aforesaid;

8.3 Overset

The customer must pay for overset matter (being matter produced on the customer's instructions but not used in a publication for which it was intended). The customer may instruct Alto Print Pty. Ltd. to retain overset matter for future issues of the publication or to discard the overset matter.

8.4 Outside work

If Alto Print Pty. Ltd. has to obtain goods (including typefaces, plates or artwork) and/or services not normally stocked or supplied by Alto Print Pty. Ltd. from a third party in order to carry out the customer's instructions:

- a. Alto Print Pty. Ltd. 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.
- b. Alto Print Pty. Ltd. acquires such goods and/or services as agent for the customer and not as principal and will have no liability to the customer in relation to the supply of those goods and/or services. Any claim by the customer in relation to the supply of those goods and/or services must be made directly against the third party.
- c. The customer must pay for such goods and/or services.
- d. Property in any such goods obtained from a third party and incorporated into the Goods passes to Alto Print Pty. Ltd. at the time of incorporation.

8.5 Material supplied by customer

If Alto Print Pty. Ltd. and the customer agree that the customer is responsible for supplying materials or equipment for the purposes of the Order:

- a. The customer must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by Alto Print Pty. Ltd.
- b. Alto Print Pty. Ltd. will not normally count or check the materials and if requested by the customer to do so, may charge for counting or checking.
- c. Alto Print Pty. Ltd. will not be responsible for any defects in the Goods which are caused by defects in or the unsuitability of materials or equipment supplied by the customer.
- d. Property in any materials supplied by the customer and incorporated into the Goods passes to Alto Print Pty. Ltd. at the time of incorporation.

8.6 Property left with Alto Print Pty. Ltd.

If the customer leaves property in Alto Print Pty. Ltd.'s possession without specific instructions as to what is to be done with it, Alto Print Pty. Ltd. may, 6 months after gaining possession of the property, dispose of or sell the property and retain any proceeds of sale as compensation for holding and handling the property.

8.7 Responsibility to insure

Alto Print Pty. Ltd. has no obligation to insure any property of the customer in Alto Print Pty. Ltd.'s possession. The customer must pay the cost of any insurance arranged by Alto Print Pty. Ltd. at the request of the customer.

8.8 Ancillary materials

Unless Alto Print Pty. Ltd. and customer agree otherwise, drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, blocks, engravings, stencils, dies, plates or cylinders, electros, stereos, discs, compact discs, or other media or data and other material produced by Alto Print Pty. Ltd. in the course of or in preparation for performing the Order (whether or not in fact used for the purposes of performing the Order) are the property of Alto Print Pty. Ltd.

8.9 Copyright

- a. Copyright in all artistic and literary works authored by Alto Print Pty. Ltd. shall be the property of Alto Print Pty. Ltd.
- b. The customer:
 - i. warrants that the customer has copyright in or a licence to authorise Alto Print Pty. Ltd. to reproduce, all artistic and literary works supplied by the customer to Alto Print Pty. Ltd. for the purposes of the Order and the customer hereby expressly authorises Alto Print Pty. Ltd. to reproduce all and any of such works for the purposes
 - ii. hereby indemnifies and agrees to keep indemnified Alto Print Pty. Ltd. against all liability, losses or expenses incurred by Alto Print Pty. Ltd. in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright in such literary and artistic works supplied as aforesaid; and
- c. The customer is hereby granted a non-exclusive licence to use the copyright in any literary and/or artistic works authored by Alto Print Pty. Ltd. for the purposes of the Order. However the exercise of such licence shall be conditional upon Alto Print Pty. Ltd. having received all monies due to Alto Print Pty. Ltd. under these Terms and Conditions.

8.10 Ideas

The customer must keep confidential and not use any ideas communicated by Alto Print Pty. Ltd. to the customer without Alto Print Pty. Ltd.'s written consent.

8.11 Electronic/magnetic media

All disks, tapes, compact disks or other media (other than media supplied by the customer) used by Alto Print Pty. Ltd. to store data for the purposes of completing the Order are the property of Alto Print Pty. Ltd. The customer cannot require Alto Print Pty. Ltd. to supply to the customer any data so stored. In the event that Alto Print Pty. Ltd. does supply any data so stored or created Alto Print Pty. Ltd. may charge for supplying such data to the customer.

8.12 Storage of electronic data

Alto Print Pty. Ltd. will not be responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed. If Alto Print Pty. Ltd. agrees to store such data, Alto Print Pty. Ltd. may charge for doing so.

8.13 No Waiver

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 further 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.

8.14 Severability

Any provision 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.

8.15 Governing law and jurisdiction

These Terms and Conditions are governed by the law in force in the State or Territory in which Alto Print Pty. Ltd.'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.

9 GOODS AND SERVICES TAX**9.1 All amounts are GST exclusive amounts**

Unless otherwise stated, all amounts expressed or described in these Terms and Conditions are GST exclusive amounts.

9.2 Out of pocket expenses are GST exclusive.

All out of pocket expenses referred to in these Terms and Conditions are GST exclusive out of pocket expenses.

9.3 Alto Print Pty. Ltd. to assist Customer

Alto Print Pty. Ltd. will do all things reasonably available to it to assist the customer to claim on a timely basis any input tax credits (if any) the customer may be entitled to claim for any acquisition of goods and services from Alto Print Pty. Ltd. This includes Alto Print Pty. Ltd. maintaining its registered status for GST purposes, and issuing tax invoices for supplies made under these Terms and Conditions on a timely basis as reasonably requested by the customer.

10 Responsibilities & Care of Goods**10.1 Reprints**

Alto Print Pty. Ltd. will endeavour to do all things in its power to ensure that all printed matter is of the highest quality. If however the clients is unhappy with the goods in full or part there of the order and that Alto Print Pty. Ltd. agrees that the goods in full or part thereof are deemed to be non satisfactory a reprint will be given.