

# Terms & Conditions



## 1. INTERPRETATION

Unless otherwise inconsistent with the context of the word "person" shall include corporation, "Company" shall include Adval Australia Pty Ltd, "Purchaser" shall mean and include the person to whom and quotation is made and include any person offering to contract with the Company on these terms and conditions. Words importing the singular number shall be deemed to include the plural and vice versa.

## 2. QUOTATIONS

All quotations are subject to withdrawal or variation at any time prior to acceptance of order.

## 3. OFFER AND ACCEPTANCE

All orders are subject to acceptance by the Company within 30 days of receipt by the Company of the Purchaser's order or signature on an Adval Client Authorisation Form. These terms and conditions shall be deemed to be incorporated in any agreement between the Company and the Purchaser.

## 4. DELIVERY

- a. Any date quoted for delivery is an estimate only and unless a guarantee has been given by the Company in writing providing for liquidated damages for failure to deliver by the quoted date the Company shall not be liable to the Purchaser for any loss or damage howsoever arising for failure to deliver on or before quoted date.
- b. The Company reserves the right to deliver by instalments. If delivery is made by instalments the Purchaser shall not be entitled:
  - i. To terminate or cancel the contract; or
  - ii. To any loss or damage howsoever arising from failure by the Company to deliver any instalment on or before the quoted date.

## 5. QUANTITY DELIVERED

Every endeavour will be made to deliver the correct quantity ordered but, owing to the difficulties of producing exact quantities, the Company shall not be liable if the quantity variation is 10 per cent on order. Any such variation shall be charged for or deducted pro rata.

## 6. AUTHORS CORRECTIONS, PROOFS AND BLUEPRINTS

Any future alterations will be at an additional charge as Authors Corrections and will be formalised by the Purchaser signing a Client Authorisation Form for these additional charges.

## 7. CANCELLATION

Any order may only be cancelled by mutual agreement and in the event of such cancellation the Purchaser undertakes to reimburse and indemnify the Company for any cost expense and/or charges incurred by the Company in preparation for and in the execution of an order.

## 8. DESCRIPTION AND SPECIFICATIONS

The Purchaser warrants that any goods manufactured constructed or supplied by the Company which are based in whole or in part upon designs drawings or specifications supplied by the Company by or on behalf of the Purchaser shall not infringe any letters patent or registered designs. The Purchaser shall indemnify and keep indemnified the Company its servants or agents for any breach of this warrant.

## 9. PURCHASER CLAIMS

Any claims for faulty goods by the Purchaser to the Company must be put in writing within 10 working days of receipt of the goods by the Purchaser.

## 10. INSOLVENCY BY DEFAULT

- If:
- a. The Purchaser makes default in any payment due here under.
  - b. A resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Purchaser.
  - c. A receiver or receiver and manager is appointed of the property or any part of the property of the Purchaser.
  - d. The Purchaser makes or proposes to make any arrangement with its creditors.
  - e. The Purchaser is placed under official management.
  - f. Execution is levied upon the assets of the Purchaser for an amount in excess of \$1,000.00 and is not within seven (7) days satisfied.
  - g. The Purchaser is the subject of a debtors or creditors petition in bankruptcy or is the subject of a Bankruptcy Notice.
  - h. The Purchaser enters into an arrangement pursuant to Part X of the Bankruptcy Act. Then, and in any such event, the Company may at its option withhold further deliveries or cancel the contract without prejudice to its rights hereunder.

## 11. TITLE

- Title of the goods shall not pass to the Purchaser until the earlier of:
- a. Payment in full of the Purchaser price;
  - b. Bonafide sale of the goods by the Purchaser in the ordinary course of the Purchasers business;
  - c. The item or items being produced are those described under section 15. ARTWORK.

Upon default by the Purchaser, the Company shall be entitled to retake possession of the goods and resell them. The Company agrees not to retake possession of the goods without first giving the Purchaser a reasonable opportunity to pay the balance of the purchase price outstanding.

## 12. PAYMENT

Unless stated to the contrary on the face of this document, the whole of the purchase price is due within thirty (30) days from the date of the Company's invoice. The Company reserves the right to charge interest at the rate of 10% per annum calculated on a daily basis from the due date up to the actual date of payment.

## 13. PRICE

Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by the Company at the date of delivery including GST.

## 14. FORCE MAJEURE

Every effort will be made to carry out any contract based on a quotation, but the due performance of it is subject to variation or cancellation owing to an Act of God, War, Strikes, Lock-outs, Fire Flood, Drought or any other cause beyond control or owing to inability to procure materials or articles except at increased prices due to any of the foregoing causes.

## 15. ARTWORK

All artwork, scans, outlines and proofs therefore are submitted to the Purchaser in confidence. Property in goods shall pass to the Purchaser immediately upon their completion. It is further understood that the Company will store the artwork for a period of 18 months at no cost the Purchaser, or risk to the Company unless otherwise directed. Should the Purchaser wish the artwork, scans, outlines and proofs to be insured against damage or loss the onus shall be on the Purchaser to so direct and the Company will not insure the artwork without this direction.