

PORTFOLIO CREATIVE SERVICES GROUP PTY LTD

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Application of these Terms and Conditions

These Terms and Conditions are incorporated into any contract between a customer for the supply of goods and/or services by Portfolio Creative Services Group Pty Ltd (ABN 19 010 855 017).

1.2 Interpretation

In these Terms and Conditions:

"Business Day" means a day on which banks are open for general banking business in the State or Territory in which the premises are located;

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

"Goods" means the final goods produced by completing the Order;

"GST" means A New Tax System (Goods and Services Tax) Act, 1999; "Interest Rate" means the aggregate of two percentum (2%) and the rate of interest expressed as a percentage per annum charged by the Commonwealth Bank of Australia from time to time on Overdraft Accounts exceeding One Hundred Thousand Dollars;

"Order" means the work required to be done in order to fulfill the customer's instructions;

"Quote" means the quote described in clause 2.1.

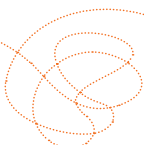
1.3 General

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.



2. QUOTES

2.1 Supply of Quotes

Portfolio Creative Services Group Pty Ltd is to supply a quote, if requested by the Customer, specifying:

- (a) the work required to be done in order to fulfill the customer's instructions; and (b) an estimate of the fees and charges for the performance of such work.

2.2 Acceptance by customer

Where Portfolio Creative Services Group Pty Ltd has given the customer a Quote:

- (a) Portfolio Creative Services Group Pty Ltd need not commence work until the Quote has been accepted by the customer and received a Purchase Order from the customer.
- (b) The customer will be deemed to have accepted the Quote by any instruction (orally or in writing) to commence work.
- (c) Acceptance by the customer of the Quote will constitute acceptance by the customer of these Terms and Conditions.

2.3 Quote evidence of instructions

If a written Quote is accepted by the customer (see 2.2(b) above), the work that is the subject of the quote shall be carried out and the customer shall pay for the work in accordance with the Terms and Conditions.

2.4 Portfolio Creative Services Group Pty Ltd may revise Quote

Portfolio Creative Services Group Pty Ltd may amend the Quote before the Order has been completed to take into account any rise or fall in the cost of performing the Order and shall notify the customer of such amendment as soon as practicable thereafter. Upon giving the customer notification of such amendment such amended estimate shall be and be deemed to be the Estimate for the purposes of these Terms and Conditions.

2.5 No written Quote

Where no quote or price is stated in writing or agreed to orally the goods and services shall be deemed to be sold at the current amount as such goods are sold or provided by Portfolio Creative Services Group Pty Ltd at the time of the contract. The customer will be deemed to have accepted this contract by any instruction (orally or in writing) to commence the work.

3. PROOFS

Proofs are available for inspection and approval by the Customer upon request.

Portfolio Creative Services Group Pty Ltd will accept no responsibility or liability for the following:

- a) Any errors found after the proofs have been examined and approved by the Customer.
- b) Any materials which the Customer has approved, instructed or given artistic licence to the designer to use.
- c) Any spelling or grammatical errors appearing in the product and copy, after the proof has been submitted and approved by the Customer.

Proofs are deemed to be accepted at the point of receipt, whether or not signed by the Customer. Proofs are NOT colour calibrated and, as such, no responsibility will be taken for any deviation from or difference to the final product, from that of the supplied proofs. Screen Proofs should be used for layout and proof reading purposes only. Screen Proofs should not be taken as an accurate colour proof due to screen colours varying from monitor to monitor. Instructions and orders taken over the telephone will be accepted only by Portfolio Creative Services Group Pty Ltd at the Customer's risk and responsibility.

4. CHARGES

4.1 Invoice

Subject to clause 6.3, when the Order has been completed, Portfolio Creative Services Group Pty Ltd will issue an invoice to the customer for the amount of the Quote or, if no Quote was made, for an amount representing Portfolio Creative Service Group's charge for the work done in filling the Order (see clause 2.5), and for any of the other charges specified in clause 4.2.

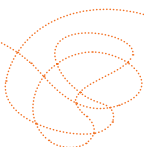
4.2 Additional Charges

In addition to the amount of the Quote, or where no Quote was given, in addition to the amount representing the charge for the work done, Portfolio Creative Services Group 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;
- (d) fees for work which involves tables or foreign language and which was not notified to before the Quote was prepared;
- (e) fees for additional work required to be done as a result of author's corrections, including reformatting;
- (f) fees and other charges for work required to be done urgently, including any overtime costs;
- (g) fees for handling or storing material or equipment supplied by the customer for the purposes of the Order;
- (h) fees for changing or correcting, in order to ensure that the Goods are properly produced, any plates, film, bromides, artwork or any document including computer files supplied for the purposes of the Order by the customer;
- (i) freight costs and charges;
- (j) other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause;

4.3 For the purposes of these Terms and Conditions:

- (a) the term "charge" refers in each case to the standard or usual fee charged from time to time in respect of the Order;
- (b) "preliminary work" means all and any work performed 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 at the time when the printer supplied the Estimate;



- (c) "additional work" includes all work undertaken by the printer as a consequence of the customer's variation, alteration or modification of its instructions in relation to the Order; and
- (d) "freight costs and charge" includes all costs and expenses incurred in removing the Goods from its or suppliers premises, whether by way of actual or attempted delivery to the customer or otherwise.

4.4 Under / Over supplies

- (a) The customer acknowledges that whilst 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 the printer will adjust the amount charged to the customer for the Order a pro rata amount to reflect the actual number of items produced.

4.5 Recovery of costs

The Customer shall be liable for all legal costs, including that of a lawyer and own costs, collection, commission and charges of search agents incurred by Portfolio Creative Services Group Pty Ltd, resulting from any breach on the Customer's part. In the event of any such breach occurring, Portfolio Creative Services Group Pty Ltd is entitled to cancel the Contract and retain all monies paid, without prejudice and within its rights to recover damages.

5. DELIVERY

5.1 Ownership

Ownership of goods which are the subject of this Contract shall not pass to the Customer until they are fully paid for. However, the risk of the goods shall be carried by the Customer from the date they are collected or delivered to the Customer.

5.2 Notification and Collection

Portfolio Creative Services Group Pty Ltd shall notify the customer when the Goods are ready for collection.

The customer must collect the goods from Portfolio Creative Services Group Pty Ltd upon being notified that the Goods are ready for collection. If Portfolio Creative Services Group Pty Ltd agrees to deliver the Goods the customer shall bear all freight costs and charges of such delivery.

5.3 Rejection

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 Portfolio Creative Services Group Pty Ltd of the rejection:

- (a) if Portfolio Creative Services Group 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).

6. INTELLECTUAL PROPERTY

- 6.1 All creation files remain the property of Portfolio Creative Services Group Pty Ltd. Customers may request copies of creation files at a cost to be determined subject to the material required.
- 6.2 Portfolio Creative Services Group Pty Ltd retains the Copyright in and the right to use all designs created for customers unless otherwise agreed in writing.
- 6.3 Portfolio Creative Services Group Pty Ltd retains the right to use all designs created in advancing the profile of Portfolio Creative Services Group Pty Ltd and to be recognized for designs created by Portfolio Creative Services Group Pty Ltd.
- 6.4 Portfolio Creative Services Group Pty Ltd shall be free to reproduce, use, disclose display exhibit, transmit, perform, create derivative works, and distribute any designed item unless specifically agreed otherwise. Further, Portfolio Creative Services Group Pty Ltd shall be free to use any ideas concepts know-how or techniques acquired in construction of projects for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and other items incorporating such information unless specifically agreed otherwise.
- 6.5 Portfolio Creative Services Group Pty Ltd does not provide any warranty that the goods or services are suitable for the purpose for which they are required by the customer and shall not be liable if they are not.
- 6.6 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to goods or services except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated.
- 6.7 Portfolio Creative Services Group Pty Ltd observes Privacy Laws and Guidelines relating to personal data.

