



**NEWCASTLE SIGNFORCE PTY LTD  
TERMS & CONDITIONS OF TRADING**

**1. INTERPRETATION**

- 1.1. Unless otherwise inconsistent with the context the word "person" shall include corporation. "Company" shall mean and include Newcastle Signforce Pty Ltd which is named as the party making or accepting the order, "Contract" or "Agreement" shall mean the transaction involving the sale of the goods described in the subject order by the Company to the Purchaser, "Goods" shall include services. "Purchaser" shall mean and include the person to whom any quotation is made and shall 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. CONDITIONS**

- 2.1. These conditions shall apply to all transactions made with the Company by the Purchaser.  
2.2. These conditions shall not be amended except in writing signed by each of the parties.

**3. TERMS OF PAYMENT**

- 3.1. Due date: The purchaser will pay the invoiced price of the goods as per the terms stated on the invoice.  
3.2. Extra Charge: Any amount remaining unpaid after the due date will be subject to an extra charge of 2% for each month or part thereof that the balance remains outstanding.  
3.3. Stop Supply: Where the purchaser's account or any part thereof remains in arrears for 45 days or more no orders from the company will be supplied until the purchaser's account has been paid in accordance with these terms.  
3.4. Plus Freight: Unless otherwise agreed in writing, any delivery charges are to be paid by the purchaser in addition to the sale price.  
3.5. Place of Payment: Payment is to be made by the purchaser to the company at our premises at Unit 1/47 Bonville Ave Thornton NSW 2322 or at such other address, bank account or credit facility as the company may notify the purchaser in writing from time to time.  
3.6. The company shall not be obliged to deliver any goods to the purchaser at any time when the purchaser is in default of the invoiced terms or is otherwise in breach of these Terms and Conditions.

**4. PRICE**

- 4.1. Where there is no fixed price for the goods or no formula for computing a fixed price then, unless the Company and the Purchaser have otherwise expressly agreed in writing the price of the goods shall be the Company's current list price for the goods as at the date of delivery.  
4.2. Any variation or alteration to the initial contract or costs sustained by the Company for storage, handling or freight shall be added to the price and be payable by the Purchaser.  
4.3. All amounts payable by the Company on account of excise, Goods and Sales Tax (GST) or any other taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon the goods or any part or parts thereof, or the manufacture, sale, use, delivery or other dealing with the goods or any component parts thereof or otherwise referable to the contract shall be to the Purchaser's account and shall be added to the price and be payable as if the same formed part of the price.

**5. OFFER AND ACCEPTANCE**

- 5.1. Any quotation made by the Company is not an offer to sell and no order given in pursuance of any offer shall bind the Company until accepted by it in writing.  
5.2. The quotation is based on sighting the copy and specifications to be supplied for reproduction. In the absence of copy or complete specifications an estimate only will be given.  
5.3. The Purchaser shall accept the quotation by instructing (in writing) the Company to commence the work order by signing and returning a true copy of the quotation accompanied with a purchase work order number if applicable and the deposit if requested  
5.4. All work carried out, whether experimentally or otherwise, at the Purchaser's request, will be charged to the customer.  
5.5. Where a quotation has not been given to the Purchaser, the Purchaser's order shall take its place.  
5.6. Acceptance by the Purchaser of the quotation will constitute acceptance by the Purchaser of these terms and conditions.  
5.7. One pre-production proof will be supplied on request, charged at a commercial rate, for the purpose of visually assessing the specifications and accuracy of the goods. Once the approved and signed proof has been received by the Company it becomes the acceptable standard for the total accuracy of the goods ordered.  
5.8. When sign off has not been obtained from the Purchaser and the Company has been instructed by the Purchaser to proceed, the Purchaser shall indemnify the Company from any errors or omissions resulting from those verbal instructions.  
5.9. When style, type or layout is left to the Company's judgement, changes made by the Purchaser shall be charged as an extra.  
5.10. Any variations to the original Quotation or Purchaser's order, unless agreed in writing by the Company, will attract additional costs.  
5.11. Unless otherwise agreed in writing all orders are subject to acceptance by the Company within 30 days of receipt by the Company of the Purchaser's order and these terms and conditions shall be deemed to be incorporated in any contract between the Company and the Purchaser. No other terms, conditions, warranties, or provisions shall apply to the contract unless: -  
5.11.1. the same are specified or approved in writing by the Company; or  
5.11.2. the same are implied in the contract by statute  
5.12. The conditions and warranties implied by the Sale of Goods Act 1923 (New South Wales) are hereby expressly negated.

**6. DELIVERY**

- 6.1. Any date quoted for delivery is an estimate only and unless a guarantee is given by the Company in writing providing 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 the quoted date.  
6.2. The Company reserves the right to deliver by instalments. If delivery is made by instalments the Purchaser shall not be entitled  
6.2.1. to terminate or cancel the contract, or  
6.2.2. to any loss or damage howsoever arising for failure by the Company to deliver any instalment on or before the quoted date.

**7. CANCELLATION**

- 7.1. No cancellation or suspension of any order or part thereof by the Purchaser shall be binding on the Company unless accepted in writing by a duly authorised officer of the Company.  
7.2. In the event of the company agreeing to suspend or cancel an order or part thereof the Purchaser shall be liable to pay to the Company either  
7.3. the Company's estimate of a reasonable price for the goods in respect of which the order is cancelled, or  
7.3.1. fair compensation for the cancellation of the order as assessed by the Company  
7.3.2. as may be appropriate in the circumstances and as elected by the Company.

**8. CLAIMS**

- 8.1. The Purchaser shall not be entitled to make any claim against the Company on the ground that any goods delivered are not in accordance with the contract unless written notice of any such claim is received by the company within seven (7) days of the date of delivery of the goods to the Purchaser. It shall be the Purchaser's responsibility to conduct an inspection of the goods on or after delivery, and the Purchaser's obligation to pay for goods delivered shall be absolute at the expiration of such period of seven (7) days unless any such claim has been validly made.  
8.2. Each and every sign is custom made and therefore no claim for credit can be made on unwanted goods.  
8.3. Compensation for short deliveries shall be limited to refund of an amount not exceeding the value of the agreed shortfall at the selling price under the contract.  
8.4. The liability of the Company to the Purchaser under any conditions and warranties arising under or implied in the contract by the Sale of Goods Act 1923 (New South Wales) or the Trade Practices Act 1974 (Commonwealth) or otherwise shall (unless such limitation of liability is precluded or prohibited by law) be limited to:  
8.5. the cost of replacing the goods,  
8.6. the cost of obtaining equivalent goods, or

- 8.6.1. the cost of having the goods repaired,
- 8.6.2. whichever is the lowest amount.
- 8.7. The Company shall not have any liability to the Purchaser for or in respect of:
  - 8.7.1. damages for consequential loss allegedly flowing from any breach of this contract to the Company,
  - 8.7.2. alleged loss of profit, resale, storage, or similar damages,
  - 8.7.3. damage to goods in the course of shipment and damage to containers or packages and the like,
  - 8.7.4. cost and charges incurred by the Purchaser in assessing any claim.
- 8.8. Investigation of any claim by the Company shall not constitute or be construed as an admission of liability by the Company
- 8.9. It shall be a condition precedent to the Purchaser's entitlement to make or claim against the Company under this contract that the Purchaser has paid to the Company all moneys properly due and payable by the Purchaser to the Company under this contract and any other contract between them.

## 9. DESCRIPTIONS AND SPECIFICATIONS

- 9.1. Whilst every effort is made to ensure their accuracy the descriptions, illustrations and material contained in any catalogue, price list, brochures, leaflets, web sites or other descriptive matter provided by or on behalf of the Company represent the general nature of the items described therein and shall not form any part of any order or agreement or amount to any representation or warranty. The Company reserves the right to modify the design of goods without notice.
- 9.2. 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 to 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 as servants and agents against any actions, loss, costs claims, damages, or other liabilities that may be brought against or suffered by the Company, its servants or agents for any breach of this warranty.
- 9.3. The Company does not warrant or guarantee and it shall not be a term of any agreement between the Company and the Purchaser that any goods manufactured, constructed, or supplied by the Company which are based in whole or in part upon any Designs, Drawings or Specifications supplied to the Company by or on behalf of the Purchaser will achieve any standard of performance or any capacity whatsoever.

## 10. ACCESS

- 10.1. In respect of any work done on the Purchaser's premises or elsewhere other than at the Company's premises it shall, subject to any written agreement to the contrary, be the duty of the Purchaser to ensure that the conditions under which the work has to be performed, the layout, means of access, accessibility of the different parts of the subject matter being worked on or handled and other material circumstances shall be suitable to the Company, failing which the Company shall be entitled to charge a reasonable increase in the price having regard to the prevailing circumstances.

## 11. MINIMUM CHARGE

- 11.1. The Company reserves the right to increase the amount charged on any invoice up to the minimum charge (if any).

## 12. TITLE

- 12.1. The Company's original designs, sketches and artwork remain the exclusive property of the Company and may only be reproduced with the consent of the Company.
- 12.2. Title to the goods to be delivered will pass to the Purchaser when payment in full for the goods has been received by the Company. Until the date of final payment,
- 12.3. the Purchaser shall store the goods so that they are clearly identified as the property of the Company.
- 12.4. If the goods are used in the manufacture of other goods the property in those other goods shall be transferred to the Company and they shall be stored so that they are clearly identified as the property of the Company, provided that the Purchaser may sell and deliver any such goods to a third party in the ordinary course of business on the condition that should the Company so require, the Purchaser will assign to the Company his rights in respect of the sale price thereof.
- 12.5. In the event that in consequence of a change in the character of the goods such that the foregoing reservation of title provision ceases to operate, the items into which the goods have been transferred or of which the goods form part shall be charged in favour of the Company with the due payment of all moneys owing to the Company in respect of the goods.

## 13. RISK

- 13.1. Unless otherwise agreed in writing all goods shall be at the Purchaser's risk upon delivery to the Purchaser, his carrier or agent.

## 14. TERMINATION

- 14.1. If the purchaser commits any breach of these Terms and Conditions, or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with creditors or goes into or is put into liquidation (other than for the purpose of amalgamation or reconstruction) or if a receiver is appointed over any part of the purchaser's affairs then the company may without prejudice to any other rights which may have accrued or which may accrue to it:
  - 14.2. Terminate the purchaser's credit account immediately
  - 14.3. Enter upon the purchaser's premises and seize, take possession of and remove any goods being the goods not paid for on an outstanding credit account
  - 14.4. Be entitled to the return of the goods

## 15. LIABILITY

- 15.1. No liability: The Company shall not be liable for any loss or damage caused or occasioned by the purchaser whether the same be direct or consequential caused by or attributed to the failure or malfunctioning of any of the goods supplied by it whether or not such goods are under warranty at the particular time.
- 15.2. Trade Practices and Fair Trading: where any provision herein or part thereof purports to exclude, restrict, or modify a provision of the Trade Practises Act or the Fair-Trading Act or both of them which by reason of any such Act cannot be excluded restricted or modified, such provision or part thereof shall be deemed to be deleted here from and any contract arising herein shall continue in full as though such provision or part thereof had never been incorporated herein.

## 16. NOTICES

- 16.1. Method of Giving Notice: A notice required or permitted to be given by one party to another under these Terms and Conditions must be in writing and is treated as being duly given if it is:
  - 16.1.1. Left at the other party's address
  - 16.1.2. Sent by prepaid mail to the party's address
  - 16.1.3. Transmitted by facsimile or electronic mail to the other party's address
- 16.2. Time of Receipt: A notice given by a party in accordance with this clause is treated as having been duly given and received.
  - 16.2.1. When delivered (if left at the other party's address)
  - 16.2.2. On the third business day after posting if sent by prepaid mail
  - 16.2.3. On the business day of transmission (if given by facsimile or email and sent to the facsimile number or email address of that party and no information having been received that the notice had not been received whether that information comes from that party or from the operation of facsimile machinery or otherwise).
- 16.3. Address of the Parties: For the purpose of this condition the address of a party is the address of the purchaser set out in the purchaser's representation to the company originally, or as may be given to the company from time to time by the purchaser in writing.

## 17. GENERAL

- 17.1. Nothing herein contained shall operate to exclude, restrict, or modify the application of any conditions and warranties which by law are deemed to apply to or be implied in this contract and are not capable of exclusion, restriction, or modification.
- 17.2. If any provision hereof or the application thereof to a party or in any circumstances is or becomes unenforceable or invalid or the operation thereof is or becomes excluded by operation by law or otherwise, then and in any such eventuality the remaining provisions shall no be affected but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
- 17.3. This contract shall be governed by and construed in accordance with the laws of New South Wales.