



ONLINE PRINT ORDERING TERMS AND CONDITIONS

These terms and conditions form the contract between the customer (“you”) and the printer (“us”) for the provision of all printing collateral to you.

1. Price

All prices on this site are in Australian Dollars and include GST.

2. Payment

Payment is to be made upon placement of the order by you. You will receive an electronic confirmation of your order, and receipt of your payment. Title in the Goods shall not pass from us to you until payment has been made.

3. Credit Card Security

We do not hold your credit card details, all transactions are through a secure payment gateway. Your credit card details are at no time recorded or stored on our server.

4. Privacy

We are committed to protecting your privacy. We will only collect, use, disclose and hold your personal information in accordance with the Privacy Act 1988.

5. Copyright

Copyright in all artistic and literary works authored by us shall be the property of us.

You:

- (a) warrant that you have copyright in or a licence to authorise us to reproduce, all artistic and literary works supplied by you to us for the purposes of the order and you hereby expressly authorise us to reproduce all and any of such works for the purposes aforesaid;
- (b) hereby indemnify and agree to keep indemnified us against all liability, losses or expenses incurred by you 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;
- (c) literary and artistic works supplied as aforesaid; and
- (d) You are hereby granted a non-exclusive license to use the copyright in any literary and/or artistic works authored by you for the purposes of the order however the exercise of such licence shall be conditional upon us having received all monies due to us under these Terms and Conditions.

6. Disclaimer

(a) Proofs

Electronic proofs are to be approved by you online. We will not be responsible for any errors in the goods which appeared in the proof and which were not corrected by you before the Order was completed.

(b) **Disclaimer of Liability**

We disclaim 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, our liability for a breach of a Non-excludable Right is limited, at our 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.

(c) **Indirect losses**

Notwithstanding any other provision of these Terms and Conditions, we are in no circumstance (whatever the cause) liable in contract, tort

(including, without limitation, negligence or breach of statutory duty) or otherwise to you for:

(i) any increased costs or expenses;

(ii) any loss of profit, revenue, business, contracts or anticipated savings;

(iii) any loss or expense resulting from a claim by a third party; or

(iv) any special, indirect or consequential loss or damage of any nature whatsoever caused by the printer's failure to complete or delay in completing the order or to deliver the Goods.

(d) **Electronic data**

Without limiting the generality of the foregoing clauses, we will not be liable to you for loss, however caused, of any data stored on disks, tapes, compact disks or other media supplied by you to us.

(e) **Force Majeure**

We will have no liability to you in relation to any loss, damage or expense caused by our 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 our normal suppliers to supply necessary materials or any other matter beyond our control.

7. Unders and Overs

You acknowledge that whilst we 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 5% over or under the number specified in the order ("a discrepancy"). Where a discrepancy occurs we will adjust the amount charged to you for the order a pro rata amount to reflect the actual number of items produced.

8. Cancellation

The suspension by of any work, for any reason whatsoever, shall entitle us to payment in full for the portion of the work completed.

Orders cannot be cancelled except upon terms, which will compensate us for all work done and materials used or specially procured, up to the date of cancellation.

9. Returns Policy

We do not accept returns. If there is any query regarding quality or quantity please contact us at the following email info@scott.com.au.

10. Governing Law

The governing law of these terms and conditions are the laws of Western Australia.