

TERMS OF SUPPLY

1. STANDARD TERMS

Where the Customer has agreed to purchase Products from E-Bisglobal upon these terms they will be incorporated into every subsequent agreement for purchase of Products by the Customer from E-Bisglobal.

2. DEFINITIONS

"Additional Work" includes all work undertaken by E-Bisglobal as a result of circumstances set out in paragraph 7.2.

"Agreement" means the agreement for supply of Products between E-Bisglobal and the Customer as specified in clause 18.

"Business Day" means Monday to Friday except for gazetted public holidays in New South Wales.

"Charges" includes all money payable by the Customer to E-Bisglobal in relation to the supply of the Products provided by E-Bisglobal.

"Customer" includes the Customer's agents and permitted assigns.

"Intellectual Property Rights" means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents, registered designs and rights in circuit layouts.

"Order" means a purchase order for Products placed by a Customer in accordance with clauses 4.5 and 4.6 and as varied in writing from time to time by the parties.

"Product" means the final goods produced by E-Bisglobal by completing the Order and, where the context permits, all services which E-Bisglobal provides to the Customer relating to and incidental to the creation and supply of the final goods.

"Quote" means a written document issued by E-Bisglobal which sets out the costs and terms, in addition to these terms, upon which E-Bisglobal may supply Products to the Customer.

"Work" means any software, drawings, sketches, photographs, models, brochures, data, designs, books, stationery, type-settings created or provided by E-Bisglobal to the Customer.

3. INTERPRETATION

In these terms, unless the context otherwise requires:

3.1 a reference to writing includes email and other communication established through E-Bisglobal's website;

3.2 the singular includes the plural and vice versa;

3.3 a reference to a clause is a reference to a clause of these terms;

3.4 a reference to a party to these terms or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;

3.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

3.6 all headings in these terms have been inserted for the ease of reference only and do not affect the meaning or interpretation of it;

3.7 if the day on which any act, matter or thing is to be done is not a Business Day, that act, matter or thing;

3.7.1 if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and,

3.7.2 in all other cases, may be done on the next Business Day.

4. QUOTES

4.1 E-Bisglobal may give the Customer a Quote specifying:

4.1.1 the work required to be done in order to fulfil the Customer's specifications; and,

4.1.2 an estimate of E-Bisglobal's Charges for the performance of such work.

4.2 Quotes are based upon the cost of materials available at the time of preparation of the Quote and assume the timely supply by the Customer of necessary material and instructions (including acceptance or amendment of proofs) to E-Bisglobal.

4.3 The Quotes are valid for a period of 30 days from the date noted on the Quote.

4.4 E-Bisglobal reserves the right to make an additional Charge for inadequate material or instructions supplied to E-Bisglobal, material or instructions supplied later than required by E-Bisglobal in order for it to meet its work schedule or any Additional Work required by the Customer.

4.5 Where E-Bisglobal has provided a Quote to the Customer, E-Bisglobal need not commence work until the Quote has been accepted by the Customer by completing an Order and providing this Order to E-Bisglobal or by sending a confirmatory email in terms satisfactory to E-Bisglobal.

4.6 An Order may also be placed by a Customer completing the ordering requirements upon E-Bisglobal's website.

4.7 By providing E-Bisglobal with an Order or confirmatory email pursuant to clause 4.5 stating that the Customer accepts these Terms and any other written terms and conditions contained in the Quote.

4.8 Any terms not contained in these or a Quote will only form part of the Agreement if they are expressly accepted by E-Bisglobal in writing.

4.9 The Customer must accept the Products within a 10% margin of the quantity specified in the Order ("Unders and Overs"), unless otherwise specified in the Order. E-Bisglobal will adjust the Charges according to the Unders and Overs.

4.10 E-Bisglobal reserves the right to amend any Quote before the Order has been completed to take into account any rise or fall in the cost of completing the Order and E-Bisglobal will notify the Customer of such amendment as soon as practicable thereafter. Upon E-Bisglobal giving the Customer notification of such amendment, such amended Quote will be the estimate or Quote for the purposes of the Agreement.

4.12 If the Customer wishes to vary its requirements after a Quote has been prepared or placement of an Order, E-Bisglobal reserves the right to vary the Quote and present an additional invoice for any extra costs incurred or additional work carried out due to the variation, in accordance with its then current charge rates.

5. PRODUCTION PROCESS

5.1 If specified in the Order, E-Bisglobal will provide to the Customer a proofing sheet to enable the Customer to view and approve the relevant artwork. Production of the Products will not proceed until the Customer has provided written approval of either the proofing sheet or the proofs of the artwork provided on E-Bisglobal's website.

5.2 E-Bisglobal is not responsible for production errors if:

5.2.1 proofs are not requested by the Customer (except for straight repeats of previous Orders without alterations);

5.2.2 the work is printed with the Customer's approval; or

5.2.3 changes are communicated orally.

5.3 The Customer acknowledges that any delay by the Customer in proofing the artwork will delay production.

6. FUNCTIONALITY AND PERFORMANCE

6.1 The Customer acknowledges that differences in paper, equipment and ink may cause a variation in colour and that such variation will be accepted by the Customer as being within the terms of the Order.

6.2 All information, specifications and samples provided by E-Bisglobal in relation to the Products will be approximations only and small deviations or slight variations from them which do not substantially affect the Customer's use of the Products will not entitle the Customer either to reject the Products upon delivery, or to make any claim in respect of them.

7. CHARGES

7.1 The Customer must pay to E-Bisglobal all Charges immediately when due without reduction or deferment on account of any claim, counter claim or set-off.

7.2 In addition to the amount of the Quote, and in addition to other amounts representing E-Bisglobal's Charges pursuant to these Terms for the work done, E-Bisglobal may charge to the Customer E-Bisglobal's then standard fees and charges in relation to:

7.2.1 Additional Work required to be done as a result of the Customer changing its instructions;

7.2.2 having to work from a poor copy;

7.2.3 work which involves tables or foreign language and which was not notified to E-Bisglobal before providing a Quote;

7.2.4 Additional Work required to be done as a result of the Customer's corrections, including repagination or reformatting;

7.2.5 other charges for work required to be done urgently, including any overtime; changing or correcting, in order to ensure that the Products are properly produced, any plates, films, bromides, artwork or any document including computer files supplied for the purposes of the Order by the Customer;

7.2.7 pick, packing and wrapping;

7.2.8 storage costs, freight and insurance; and

7.2.9 other charges, fees or disbursements referred to in these Terms or generally charged by E-Bisglobal to its Customers, rates for which usually will be notified on E-Bisglobal's website.

7.3 In addition to the amount of the Quote, and in addition to other amounts representing E-Bisglobal's Charges pursuant to these Terms for the work done, E-Bisglobal may charge an additional amount to the Customer, where during the period between the Quote and rendering of the Charge, there is an increase in the cost of E-Bisglobal's production (generally or just in relation to that Work) arising directly or indirectly from a determination, decision, declaration, gazetteal, policy or announcement pursuant to legislation or regulation by the federal, state or local governments or a state or federal instrumentality, corporation or delegate thereof.

7.4 Should the Customer choose to pay for the Product using a credit card, E-Bisglobal reserves the right to charge an additional 3 percent on the invoiced amount. If the card issuer or its agent declines to pay any additional charges, then the Customer shall pay them on demand.

8. PAYMENT

8.1 E-Bisglobal may in its absolute discretion, issue an invoice to the Customer in any one or more of the following ways:

8.1.1 Upon completion of the Products or any time thereafter, for an amount equal to the Quote and Additional Work, or if no Quote was provided, for an amount representing E-Bisglobal's charge for the work performed in completing the Order and for any other charges in accordance with clause 7.2, 7.3 and 7.4;

8.1.2 prior to commencing the Products, for an amount equal to the Quote and Additional Work where E-Bisglobal has not previously carried out work for the Customer or where E-Bisglobal chooses to do so;

8.1.3 at any time before the Order is completed, and for any reason (including delay caused by the Customer) issue one or more invoices for a proportion of the amount of the Quote (the proportion to be calculated at E-Bisglobal's discretion) and require that proportion of the Quote be paid in advance of any further Products being completed. Subject to clauses 8.3 and 8.4, the Customer must pay E-Bisglobal within the payment period specified in the Schedule.

8.3 Notwithstanding the date for payment set out in the invoices, when the total of all invoices outstanding is equal to or greater than the credit limit specified in the Schedule, the Customer must immediately pay the amount due under such number of invoices as will reduce the total amount outstanding to less than the credit limit specified.

8.4 E-Bisglobal may in its complete discretion appropriate any payment received from the Customer against whatever amount is owing by the Customer to E-Bisglobal.

8.5 All invoices will become immediately due and payable if the Customer:

8.5.1 fails to pay the amount due under clause 8.3 within 3 Business Days of the amount falling due; or

8.5.2 fails to make any other payment when due, becomes insolvent (as defined in the Corporations Act), enters into an arrangement with its creditors, enters into any liquidation or has an administrator or receiver or manager appointed to any of its assets.

8.6 E-Bisglobal reserves the right to require payment (or part payment) prior to delivery of Products to the Customer, in its sole discretion.

8.7 If any invoice is due but unpaid, E-Bisglobal may withhold delivery of all further Products until all arrears due are paid.

8.8 The Customer must pay to E-Bisglobal interest on amounts not paid when due without demand at the rate of 2% above the Australian and New Zealand Banking Corporation's current unsecured overdraft rate as published in the Australian Financial Review from time to time or other comparable rate notified by E-Bisglobal to the Customer. Interest payable under this clause 8 will be calculated on a daily basis from the due date of payment to the date upon which payment is actually made.

9. DELIVERY AND RISK

9.1 Unless otherwise agreed in writing, delivery of the Products will occur:

9.1.1 in circumstances where the Product is conveyed from the Premises of E-Bisglobal or its agent by E-Bisglobal or its agent, when the Product arrives at the Customer's premises or such other premises nominated by the Customer for dispatch; or

9.1.2 in circumstances where the Product is conveyed from the premises of E-Bisglobal or its agent by the Customer or its agent, when the Product is removed from such premises.

9.2 The risk of loss or damage to the Products passes to the Customer immediately upon delivery.

9.3 Where freight charges have not been calculated in the Quote, the Customer must pay to E-Bisglobal its charges for carriage incurred on the Customer's behalf.

9.4 E-Bisglobal will ensure that the appropriate insurance is in place whilst the Products remain at E-Bisglobal's premises but only for replacement value of the Product and not to cover any indirect, consequential, loss of profit or economic loss suffered by the Customer (or a third party) where the Customer seeks an indemnity from E-Bisglobal).

9.5 Should the Customer require E-Bisglobal to hold and store Products or other materials, E-Bisglobal may in its complete discretion recover its costs and any expenses incurred by handling by it, including storage and insurance costs, plus any fees for additional services provided.

9.6 If E-Bisglobal holds the Product for an excess of 6 months at its premises or premises or its agents during which time the Customer does not issue an notice of requisition, E-Bisglobal may in its complete discretion charge for the storage of the Product from that point in accordance with rates specified in the schedule to this Agreement or otherwise notified to the Customer in writing. Such charges can be increased by E-Bisglobal on or after 1 July of each year by an amount of up to 5% by giving the Customer one month's notice in writing of such increases.

9.7 Dates for delivery of the Products nominated by E-Bisglobal represent only an estimation of the date of delivery and are not binding on E-Bisglobal. Nothing in the Agreement will be construed as making time of the essence unless it is expressly stated so and the Customer is not relieved from liability to accept or pay for the Products by reason of any delay in delivery. E-Bisglobal is not liable for any indirect, consequential, loss of profit or economic loss suffered by the Customer (or a third party) where the Customer seeks an indemnity from E-Bisglobal as a result of a failure on E-Bisglobal's part to meet any such estimated date of delivery.

9.8 If E-Bisglobal determines that it is or may be unable to deliver the Products within a reasonable time or at all, E-Bisglobal may in its complete discretion terminate the Order. In the event of termination, the Customer will have no claim against E-Bisglobal for any damage, loss or expense whatsoever.

10. TITLE TO PRODUCTS

10.1 The title to the Products does not pass from E-Bisglobal to the Customer until payment in full has been received by E-Bisglobal for all Charges for:

10.1.1 all Products the subject of the Agreement; and

10.1.2 all Products previously supplied by E-Bisglobal to the Customer.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Customer:

11.1.1 warrants that the Customer owns all Intellectual Property Rights or has a licence to authorise E-Bisglobal to reproduce all artistic and literary works supplied by the Customer to E-Bisglobal for the purposes of the Order, and the Customer hereby expressly authorises E-Bisglobal to reproduce all and any of such works for the purposes contemplated by the Agreement;

11.1.2 indemnifies and agrees to keep indemnified E-Bisglobal against all liability, losses or expenses incurred by E-Bisglobal in relation to or in any way directly or indirectly connected with any breach of copyright or any rights in relation to copyright in such literary and artistic works supplied.

11.2 Unless specifically agreed in writing between E-Bisglobal and the Customer, all Intellectual Property Rights in any and all Works created by E-Bisglobal on behalf of the Customer vest in and remain the property of E-Bisglobal.

12. IMPLIED TERMS AND LIMITATION OF LIABILITY

12.1 Conditions, warranties or other rights for the Customer's benefit may be implied or given in respect of these terms and conditions by the Trade Practices Act 1974 or other laws. Where it is not lawful or possible to exclude them then the conditions, warranties or other rights apply, but only to the extent required by law. All other implied conditions, warranties and rights are excluded.

12.2 E-Bisglobal limits its liability for breach of any implied condition, warranty or other rights to the extent full extent allowed by law. Subject to the qualifications in section 68A of the Trade Practices Act or in other laws, E-Bisglobal's liability for any breach of any such implied condition, warranty or right is limited:

12.2.1 in the case of any goods supplied to any one or more of the following (as E-Bisglobal in its absolute discretion may determine):

12.2.2 the replacement of the goods or the supply of equivalent goods; or

12.2.3 the payment of the cost of replacing the goods or of acquiring equivalent goods; and

12.2.4 in the case of services supplied (including but not limited to the storage or transportation of Product), to one or more of the following (as E-Bisglobal in its absolute discretion may determine):

(a) the supplying of the services again; or

(b) the payment of the cost of having the services supplied again.

12.3 Except in the case of any claim for damages arising from the death of, or injury to, any person caused by any unlawful or negligent act or omission of E-Bisglobal or its employees or agents, E-Bisglobal's entire and only liability in respect of any and all causes of action (in negligence, contract, equity, pursuant to statute or otherwise) arising out of or in connection with the Products, the Agreement or any act or omission of E-Bisglobal will be limited as set out in clause 12.2.

12.4 Subject to clauses 12.2 and 12.3, E-Bisglobal is not liable for or in respect of any indirect, consequential or economic loss suffered by the Customer or any other person arising out of any breach or other act or omission of E-Bisglobal or its servants or agents arising from or in connection with the Agreement (including but not limited to the storage or transportation of any Product), the Products or any act or omission of E-Bisglobal.

13. FORCE MAJEURE

13.1 E-Bisglobal will not be liable for any loss, damage or expense suffered by the Customer caused by E-Bisglobal's failure to complete the Order or to deliver the Products at all, or at the estimated time as a result of causes beyond E-Bisglobal's reasonable control, including but not limited to any breach or default of the Order by the Customer, compliance with any laws, regulations, orders, acts, instructions or priority requests of governments, acts of God, fires, floods, weather, strikes, lockouts, factory shutdown or embargoes, wars, riots, delay or shortage in transportation or inability to obtain labour, manufacturing materials or other materials from E-Bisglobal's normal suppliers.

13.2 Any delay resulting from such cause set out in clause 13.1 will, at E-Bisglobal's absolute discretion:

13.2.1 immediately extend the estimated date for performance by E-Bisglobal of any obligations by the period of the delay; or

13.2.2 entitle E-Bisglobal to terminate the Agreement by notice to the Customer.

14. ELECTRONIC DATA AND COMMUNICATIONS

14.1 If the Customer asks E-Bisglobal to send any documents by email the Customer will be deemed to have accepted the risk of (and E-Bisglobal will have no responsibility for) the message or artwork being intercepted, not being received or not being viewed by the recipient.

14.2 If the Customer asks E-Bisglobal to provide a copy of a document or artwork by email or on CD or other memory device, E-Bisglobal will do so on the basis that it does not warrant that the email communication or CD or other memory device will be virus or defect free and on the basis that:

14.2.1 E-Bisglobal will not be responsible for any loss or damage sustained by the computer system which reads the CD or email or other memory device; and

14.2.2 precautions will be taken by the Customer to ensure that the email or CD or other memory device does not cause any loss or damage.

15. TERMINATION

15.1 In addition to the express rights of termination provided in the Agreement, E-Bisglobal may terminate the Agreement upon the occurrence of any of the following:

15.1.1 failure by the Customer to perform any obligations in the Agreement where such failure is not rectified within 30 days notice from E-Bisglobal requesting remedy of the breach;

15.1.2 the Customer is "insolvent" within the meaning of that word in the Corporations Act;

15.1.3 the Customer purports to assign its rights under the Agreement without E-Bisglobal's written consent; and

15.1.4 in any other circumstances, upon giving 30 days notice to the Customer.

16. GENERAL

16.1 Any waiver of any clause of these Terms is only valid if made in writing and signed by the relevant party. A power or right is not waived solely because the party entitled to that power or right does not exercise it.

16.2 The Agreement will be governed by the laws of New South Wales and the parties submit to the jurisdiction of the courts of that State.

16.3 The Customer must not assign any or all of its rights under the Agreement without the prior written consent of E-Bisglobal.

16.4 Any variation of these Terms or the Agreement must be in writing.

16.5 Any notice given in connection with the Agreement must be in writing and must be left at or sent by facsimile or prepaid security post addressed to a party at the party's registered office or principal place of residence or business for the time being or at such other address as may be notified for the purpose of the service of notices or by email to the email addresses of the contact persons for each party nominated in the schedule. A notice sent by facsimile and email is deemed to have been given at the time of despatch, and in the case of a notice being sent by post, it is deemed to have been given two days after the date of posting.

17. GST

17.1 Words defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meanings when used in this clause 17.

17.2 This clause applies if, during the continuance of the Agreement, any person is or may become liable to pay GST for any Supply under the Agreement (in this clause called "Taxable Supply") for which the amount payable has not been calculated on a GST inclusive basis.

17.3 In addition to any payments to a party (in this clause called the "Receiving Party") by another party (in this clause called the "Paying Party") under the Agreement (in this clause called the "GST Exclusive Consideration") the Paying Party must, upon receipt of an invoice from the Receiving Party, pay GST on the Taxable Supply to the Receiving Party of an amount equal to the GST Exclusive Consideration multiplied by the GST Rate.

17.4 The Paying Party must pay GST at the same time and on the same basis as the GST Exclusive Consideration under the Agreement is payable.

17.5 The Receiving Party must issue an invoice or invoices (containing such particulars as are required by the GST Law in order that the Paying Party may obtain an input tax credit for the amount of GST payable on the Taxable Supply) to the Paying Party for the amount of GST for the Taxable Supply.

17.6 If the Receiving Party or the Paying Party determines, on reasonable grounds, that the amount of GST for any Taxable Supply under the Agreement differs for any reason from the amount of GST payable by the Paying Party under this clause, the Receiving Party and the Paying Party must adjust the amount of GST paid or payable by the Paying Party for the difference and, if the Paying Party has overpaid, the Receiving Party must refund the overpaid amount to the Paying Party.

17.7 Where an Adjustment Event in relation to any Taxable Supply has occurred the Receiving Party must provide an Adjustment Note to the Paying Party within five Business Days.

18. WHOLE AGREEMENT

18.1 These Terms (including its schedule), the rates displayed on the E-Bisglobal's website and any variation expressed in writing by E-Bisglobal to the Customer represent the whole agreement between the parties relating to the subject matter of these terms and supersedes all oral and written negotiations and communications by and on behalf of either of the parties. The Customer has not, in entering into this Agreement, relied on any warranty, representation or statement, whether oral or written, made or published by E-Bisglobal or any of its servants or agents relating to or in connection with the subject matter of this Agreement.

SCHEDULE

(Payment)

1. Payment period pursuant to clause 8.2 means within 14 days or the number of days printed on the invoice.

2. The credit limit pursuant to clauses 8.3 means the amount specified on the Application for Credit and confirmed in writing by E-Bisglobal Pty Limited.