



CPI Group – Terms and Conditions of Sale

1. Definitions

- 1.1 In these terms and conditions of sale:
- 'Book Debt'** means monies due to you by third parties on account of credit sales of the Products or Value Added Products;
 - 'Metropolitan Area'** means the metropolitan area of the city in which we operate;
 - 'Products'** means any goods or services supplied by us to you (other than machinery or electronic equipment);
 - 'Standard Stock'** means;
 - any Product which appears in our price lists; or
 - any product which is not specific to your requirements only;
 - 'Value Added Products'** means Products to which you apply, or arrange to be subject to, a Value Adding Process;
 - 'Value Adding Process'** means any processing, mixing, or affixing process including printing, gluing, cutting and binding.
 - 'we or us or our'** means the member of the CPI group of companies, which sells the Products to you;
 - 'you or your'** means the purchaser or intended purchaser of the Products;
- 1.2 These terms and conditions apply to the sale of the Products by us to you, and supersede and exclude all previous discussions, representations and terms or conditions of dealing between us and you.
- 1.3 These terms and conditions can only be varied by agreement in writing signed by our authorised representative.

2. Orders

Each order by you is subject to acceptance or rejection by us and is not binding on us prior to our written acceptance or performance of it (whichever occurs first).

3. Price

- 3.1 All prices are quoted or agreed on a tax exclusive basis. The amount of applicable GST and other taxes will be disclosed on invoices. You agree to pay the tax-inclusive price as invoiced. The price for the Products is the relevant price set out on the attached price list or on the attached quote or as invoiced.
- 3.2 We reserve the right at any time prior to invoice to correct any errors or omissions in any documentation we have issued to you, and to change the price for any reason whatsoever.
- 3.3 The price does not include any special packaging costs.

4. Delivery

- 4.1 We will decide on the delivery method.
- 4.2 Delivery of the Products is deemed to occur either:
- when the Products are unloaded or provided at the premises nominated by you, whether or not any person is present to accept the delivery; or
 - if collected by you, when we notify you that the Products are ready for collection from our premises.
- 4.3 Where the total value of an order of Products is less than \$330 we will invoice you and hold the Products for your collection, or deliver the Products and charge you for all costs of delivery.
- 4.4 If you are in the Metropolitan Area, and the total value of your order is \$330 or more, we will deliver the Products to you free of delivery costs between the hours of 8.00am and 4.30pm, Monday to Friday.
- 4.5 If you are outside the Metropolitan Area, we will at your request:
- deliver the Products to the railway station, road transport depot or airport closest to you in the Metropolitan Area; or
 - invoice you and retain the Products for your collection; or
 - deliver the Products and charge you for all additional costs we incur in delivering outside the Metropolitan Area.
- 4.6 Agreed delivery dates and times are approximate only. Delays in delivery are not our liability and do not entitle you to treat any contract between us as repudiated, or to reject the Products.
- 4.7 All costs incurred because of your request for delivery outside of our normal delivery schedule or delivery methods will be borne by you.

5. Claims

Claims will only be considered if made within one month of delivery.

6. Invoicing & Payment

- 6.1 We may invoice you for the Products at the time of delivery or at any time after we deliver or attempt to deliver them.
- 6.2 Payment in full, without any set-off, is due within 30 days from our monthly statement.
- 6.3 We reserve the right to:
- require full payment in cash on or prior to delivery; and/or
 - vary the terms or method of payment applicable to your account if we consider that your financial standing so warrants.
- 6.4 All payments must be made in Australian currency.
- 6.5 If you fail to make full payment within the required time:
- the entire amount of your outstanding debt will become immediately due and payable to us without any need for us to make written demand for such payment; and
 - we may do any one or more of the following:
 - suspend any further deliveries;
 - charge you interest computed daily and compounded monthly on the outstanding amount at the penalty interest rate as gazetted from time to time;
 - require you to deliver the Products back to us at your cost; and
 - recover all reasonable collection costs.
- 6.6 We may inform our professional association of the status of any account at any time.

7. Risk

Risk in the Products passes to you immediately on delivery, or on invoice for charge and held products.

8. Title

- 8.1 Title to the Products will not pass from us to you until we receive payment in full, without set-off or deduction, for all Products and for all monies owing by you to us on any account whatever.
- 8.2 Until title to the Products passes to you in accordance with paragraph 8.1:
- you hold the Products as bailee and fiduciary agent of us;
 - where permitted by the nature of the Products and unless the Products have become Value Added Products, you will store the Products on your premises separately from your own or any other person's goods so that they are identifiable as our Products;
 - you may use the Products in, or subject them to, any Value Adding Process;
 - you may only sell the Products in the ordinary course of your business and in accordance with subclauses 8.1 to 8.9.
- 8.3 You sell the Products and Value Added Products as fiduciary agent of us. You acknowledge and agree that such sales do not give rise to any liability or obligations on the part of us in contract or otherwise.



- 8.4 You hold on trust for us that portion of the proceeds of sale of the Products or Value Added Products equal to the price of the Products as invoiced by us to you.
- 8.5 You must hold the proceeds referred to in subclause 8.4 in a separate account that clearly identifies the proceeds as money held on trust for us.
- 8.6 The provisions in subclauses 8.3 to 8.5 inclusive also apply if you sell any of the Products or Value Added Products on credit (whether partially or fully) in the ordinary course of your business, before title to the relevant Products passes to you in accordance with subclause 8.1.
- 8.7 Until title to the Products passes to you in accordance with subclause 8.1 or otherwise, we have the following rights in addition to those set out in the other provisions of subclauses 8.1 to 8.9:
- we are entitled at any time to demand the return of the Products; and
 - we are entitled, on reasonable notice to you, to enter your premises or any premises on which the Products are held to search for and remove the Products and you authorise us or our agents to enter any such premises for such purpose.
- 8.8 Pending payment of all monies owing, your right to sell the Products in the ordinary course of your business will immediately cease on the happening of any of the following events:
- you cease to be able to pay your debts as and when they fall due;
 - you commit an act of bankruptcy or have a controller or trustee appointed in respect of your estate or any part of your assets;
 - execution is levied against any of your possessions;
 - a resolution is passed for, an application is made for, or you are placed in, liquidation, whether voluntary or otherwise;
 - your act or omission would entitle a receiver to take possession of any assets, or would entitle an external administrator to be appointed to you;
 - you commit a material breach of any of these Terms and Conditions or any other agreement between you and us;
 - you purport to enter into a forward sale contract in respect of the Products or Value Added Products or purport to assign or factor the Book Debts without our prior written consent, which consent may be withheld in our absolute discretion; or
 - we give notice to you terminating your right to sell the Products in the ordinary course of business.
- 8.9 To the extent that you may be capable of creating or allowing to exist any form of security interest over the Products in your possession or control prior to title to the Products passing to you, you shall ensure that no such security interest is created, comes into existence or subsists.
- 9. Return of Standard Stock**
- 9.1 We, at our discretion, may authorise the return of Standard Stock. Authorisation must be in writing and, where granted, Product must be returned within one week of that authorisation, and no later than one month from the date of original delivery. On request for return, you must provide your purchase order and our invoice number. The Product returned must be in saleable condition.
- 9.2 If Products are returned we reserve the right to charge a restocking fee and recover any additional freight charges incurred.
- 10. Customer Acknowledgments**
- 10.1 You acknowledge that the Products are not sold pursuant to a sale by description or a sale by sample. Any description of the Products on any of our documents is given by way of identification only.
- 10.2 To the extent permitted by law, you acknowledge that:
- you are relying on your own skill and judgement in relation to your selection of the Products; and
 - you have not advised us of the intended purpose for the Products and we have not advised you of the suitability of the Products for any purpose, including the suitability of self-adhesive materials purchased by you.
- 11. Customer Warranties and Indemnity**
- 11.1 You warrant to us that:
- you possess the relevant knowledge and all necessary licences, permits or approvals to receive, handle and store the Products; and
 - you will comply with all laws and the conditions of any licences, permits or approvals relating to the handling and storage of the Products.
- 11.2 To the extent permitted by law, you indemnify us against all losses, damages or costs (whether incurred by or awarded against us) that we may incur as a result, whether directly or indirectly, of:
- your use, sale and/or handling of the Products;
 - any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct by you or your officers or employees; or
 - any claim that your use of the Products infringes the intellectual property rights of any person.
- 12. Warranties and Liabilities**
- 12.1 We exclude all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (**Non-excludable Condition**).
- 12.2 To the extent permitted by law, our liability for breach of a Non-excludable Condition is limited, at our option, to refunding the price of the Products or to replacing or repairing those Products and/or providing those Products again.
- 12.3 Except for liability for breach of any Non-excludable Condition and to the extent permitted by law:
- we exclude liability for loss of profits or consequential or indirect loss or damage; and
 - our total liability to you is limited to the amount paid or payable by you to us for those Products.
- 13. Sub-contracting**
- We may sub-contract the production, manufacture, supply or delivery of all or some of the Products.
- 14. Containers & Pallets**
- 14.1 Any containers or pallets owned by us used for delivery of the Products remain our property, and may not be used by you other than for storage of the Products delivered.
- 14.2 Any deposit fees paid are refundable only after the containers and pallets are returned in good order and condition. Any costs incurred by us in the repair of containers or pallets will be borne by you.
- 14.3 On delivery of the Products, any pallets hired by us from a third party will be transferred to your account with the relevant hire company.
- 15. Force Majeure**
- We will not be liable for any failure to perform or delay in performing our obligations under these terms and conditions if that failure or delay is due to anything beyond our control.
- 16. Waiver**
- Any failure by us to insist on strict compliance with any term of this contract between us and you or any delay by us in exercising our rights under any contract between us and you will not constitute a variation or waiver of any provision of this contract or of any right available to us.
- 17. Governing Law**
- These terms and conditions are governed by the law applicable in the place where your order is to be performed.
- 18. General**
- 18.1 References to weights, quantities or other measures are within a variance of plus or minus 5%.
- 18.2 If part or all of any provision of these terms and conditions or its application to any person or circumstance is illegal or unenforceable, the provision will be interpreted as may be necessary to ensure it is not illegal or unenforceable. If any provision or part of it cannot be interpreted in that way, the provision or part of it will be severed from these terms and conditions and the remaining provisions continue in force.