

## **DISCOUNT PRINT DEALS PTY LTD**

### **Terms and Conditions**

1. **Discount Print Deals Pty Ltd (DPD)** reserves the right to refuse any order at its discretion.

#### **2. New files or cancellation**

2.1 When placing an order online, this is deemed as final and the order cannot be cancelled without paying a cancellation fee as well as any costs incurred to date in processing your order.

2.2 Where your order has not proceeded to computer to plate (CTP) stage, a minimum cancellation fee of \$20+GST will apply for business cards and a minimum charge of \$35+GST for all other products.

2.3 If new files are to be supplied, cancellation fees as per 3.1 above will apply. You must supply amended order by email including paying the cancellation fee.

#### **3. Copyrights**

3.1 **DPD** assumes no responsibility and accepts no liability for materials that are prohibited by Law. We will not review any material to make sure it is in accordance with lawful practices. We will not be charged with possession of illegal materials nor will **DPD** be held accountable for any use of illegal material.

3.2 The customer will indemnify and hold harmless our company from any loss, expense, and damages arising from violation of copyright or trademark laws from the illegal use of images, photographs, slogans, trademarks, or graphical work supplied and approved by the customer.

#### **4. Prepress**

4.1 It is the responsibility of the customer to ensure all digital artwork submitted to us is properly prepared. We will not assume any responsibility for spelling, grammar, typos and/or other errors on approved artwork.

4.2. We do not send screen PDF proofs back to the customer unless requested.

4.3 During the order process you have the option to choose from (a) Print ready files supplied or (b) Check files and make print ready. Unless your files have been created by professional pre-press staff, we recommend that you select "**Check Files and Make Print Ready**". Otherwise we will assume that your files are print ready and **DPD** will not be held responsible for any pre-press issues inherent in your files.

4.4 If you have selected "Check Files and Make Print Ready", we will check your files and make them print ready. It is important to understand that our file checking process does not include checking for grammatical or drafting errors. We will also send a PDF Proof for your approval and it will be your responsibility to ensure all drafting errors therein are corrected before resubmitting files to us. **DPD** will not accept any responsibility for any errors not corrected by the customer. Customer alterations and additional proofs necessitated thereby shall incur an extra charge.

4.5 **DPD** processes your file as supplied and does not manipulate or alter the artwork in any way, unless requested by customer which will incur an extra cost.

#### **5. Material supplied by customer**

If **DPD** and the customer agree that the customer is responsible for supplying materials for the purpose of the order:

5.1 The customer must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by **DPD**

5.2 **DPD** will not normally count or check the materials and if requested by the customer to do so, may charge for counting or checking

5.3 **DPD** will not be responsible for any defects in or the unsuitability of materials supplied by the customer.

5.4 Property in any materials supplied by the customer and incorporated into the goods, passes to **DPD** at the time of incorporation.

#### **6. Printing and finishing**

6.1 **DPD** accepts no responsibility for colour variation on gang-print runs. Hard copies supplied by customers are used as a guide but not guaranteed to be colour matched.

6.2 As print runs are generally ganged up, print colours may vary from print to reprint, from stock to stock and from job to job.

6.3 **DPD** does not colour match business cards. Colours may vary from one run to another or within the same run due to bulk running of business cards. We will not reprint for colour or shade variations. Machine varnish and celloglazing may change the shade of the final colour.

6.4 There may be trimming variances of 1-2mm. Customer must allow bleed 3mm all round and keep texts 3mm in from trim marks.

## 7. Delivery

7.1 All goods are sold 'ex-factory' and any delivery cost is incurred as your agent.

7.2 Orders received are generally ready for dispatch within 5-7 working days. On average it takes 5 days from the order date to get jobs ready.

7.3 **DPD** will not be held liable for any losses incurred by customers as a result of jobs that are delayed for any reason either in production or on delivery.

7.4 If goods are delivered in a damaged condition, it is your responsibility to note this on the delivery docket with the courier. Any damages not signed for will not lead to reprint at our cost.

## 8. Collection

8.1 The customer must collect the goods from **DPD's** premises upon being notified by **DPD** that the goods are ready for collection

8.2 If **DPD** agrees to deliver the goods the customer shall bear all freight costs and charges incurred by such delivery

## 9. Responsibility to insure

9.1 **DPD** has no obligation to insure any property of the customer in **DPD's** possession.

9.2 If a customer requests **DPD** to arrange insurance, the customer must pay the cost of the insurance in full upon request.

## 10. Accounts and payment

11.1 Full payment is required for all orders prior to commencement of production.

11.2 Accounts and payment procedures stipulated on the Home Page are integral part of terms and conditions and must be complied with.

## 12. Non Payment

12.1 Retention of ownership until the customer has paid all sums outstanding in relation to the goods

12.2. Title in the goods shall not pass from **DPD** to the customer

12.3 If the goods are in the customer's possession, the customer shall hold the goods as trustee for **DPD** and must store the goods so that they are clearly identifiable as the property of **DPD**.

12.4 **DPD** may call for or recover possession of the goods (for which purpose **DPD's** employees or agents may enter the customer's premises and take possession of the goods without liability to the customer) and the customer must deliver the goods to **DPD** if so directed by **DPD**.

12.5 The customer may in the ordinary course of the customer's business, sell the goods to a third party but the proceeds of sale to the third party shall be held by the customer as trustee for **DPD** and the customer shall account to **DPD** for those sums; and

12.6 If **DPD** requires, the customer shall assign to **DPD** the customer's claim against the third party and shall execute all documents necessary to effect that assignment.

### 13. General lien

13.1 **DPD** shall, in respect of all sums owed by the customer to **DPD** hereunder, have a general lien on all property of the customer in **DPD's** possession and may, after 14 days' notice to the customer, sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed.

13.2. In the event that any of the customer's property held by **DPD** as aforesaid enjoys copyright protection in favour of the customer hereby grants to **DPD** a license to exercise the rights conferred on **DPD** under this clause

### 14. Printing defects

14.1. All our printed products are 'print on demand' i.e they are printed to order for each individual customer. If you send us a 'ready to print' document then we will print it as is without any alterations. We check all orders before they are dispatched, but if you find there is a fault with your order due to misprinting or damage, please return the faulty order and we will reprint it. However, if the problem is due to artwork issues, **DPD** will not reprint the job as it is your responsibility to supply print ready artwork.

14.2. Any queries regarding printing and finishing errors must be made within 5 working days of receipt of goods. Sample of defective product must be sent to **DPD** for analysing the nature of defect

### 15. Rejection

15.1. The customer may only reject the goods if they do not comply with the customer's instructions.

15.2 If the customer wishes to reject the goods the customer must notify **DPD** of the rejection

15.2.1. If **DPD** delivered the goods to the customer's premises-within 7 days of delivery (or such other time as is mutually agreed);

15.2.2. Otherwise - within 7 days of notification that the goods are ready for collection (or such other time as is mutually agreed)

### 16. Risk

16.1. The risk in the goods passes to the customer:

16.1.1. If **DPD** delivers the goods to the customer's premises – at time of delivery

16.1.2. Otherwise-at the time **DPD** notifies the customer that the goods are ready for collection

16.2. If the customer is entitled to reject the goods and rejects the goods in accordance with these terms and conditions, risk reverts to **DPD** at the time the customer notifies **DPD** that the goods are rejected.

### 17. Privacy & security

17.1. Our company reserves the right to contact any customer via phone, email, or post mail regarding current orders, notification of promotions and future orders.

17.2. Any customer may choose to opt out of receiving future communications from us, by simply unsubscribing from our email correspondence and/or sending a written request to our offices.

17.3. Your email and address are used in the processing and delivery of your order. We do not pass these details onto anyone else.

17.4. Spam policy – our company does not send unsolicited emails. If you receive any such email which appears to originate with us, please copy the message including Headers and send to us for action.

18. Terms and conditions are subject to change without notice.

### 19. FREIGHT POLICY

19.1 **DPD** agrees to deliver your printing order hereinafter referred to as "order" as your agent to the address specified by you.

19.2 Liability of **DPD** ceases upon loading of your order onto a courier.

- 19.3 You can insure against loss and damage. There is fee payable for this. Otherwise you will have to bear the loss.
- 19.4 Upon despatch, **DPD** will email details to your registered email including name of Courier Company, phone number of Courier Company, consignment number and website address of the courier so you can track your shipment. If your order is on **DPD** Courier, then you can contact **DPD**.
- 19.6 Freight quoted on our website is based on standard next day delivery including for Sydney locations. Extra freight handling charges will be payable for delivery to multi-storey buildings, CBD and other non-readily accessible areas. In general 10 minutes is allowed for delivery. If it takes longer than that, then extra time will be billed to you. Freight is always an estimate. Absolute freight amount can only be determined after the delivery has been made.
- 19.7 If you have paid online for your order including estimated freight, you may be required to pay an additional amount for change in courier type, delays in effecting delivery due to inconvenient locations, no one present to receive order and for any other unforeseen circumstances.
- 19.8 You must clearly tell us where the order is to be left in case no one is at the delivery address. Additional costs will apply for taking your order back to Courier Depot and redelivering at a later stage. It is therefore critical that someone is there to accept the delivery.