

Standard Terms and Conditions of Trade

Effective 1 October 2026 | Version 1.0

These Terms apply to quotations, estimates, orders, credit accounts and supplies by Alba Holdings Pty Ltd T/as Quality Press (Quality Press). They should be read with the applicable quotation, estimate, order acknowledgement, credit application and invoice. Nothing in these Terms excludes or limits rights that cannot lawfully be excluded or limited, including rights under the Australian Consumer Law.

1. Definitions and interpretation

1.1 ACL means Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended from time to time. Customer means the person or entity requesting or acquiring Goods or Services from Quality Press. Goods includes printed products, signage, packaging, promotional products and other tangible items supplied by Quality Press. Services includes prepress, design, artwork, data handling, finishing, installation, mailing, fulfilment, storage and other services supplied by Quality Press. Order means a Customer instruction accepted by Quality Press. Quote includes an estimate or quotation issued by Quality Press.

1.2 A reference to "including" is not limiting. Headings are for convenience only. If there is an inconsistency, the order of priority is: (a) any specific written terms stated in a Quote or Order acknowledgement; (b) these Terms; then (c) any other Customer document, unless Quality Press expressly agrees otherwise in writing.

2. Application and acceptance

2.1 These Terms apply to every supply by Quality Press unless otherwise agreed in writing by an authorised representative of Quality Press.

2.2 The Customer accepts these Terms by signing a Quote or credit application, issuing a purchase order, approving artwork or a proof, instructing Quality Press to proceed, accepting delivery, or otherwise placing an Order.

2.3 Any terms proposed by the Customer are excluded to the extent they are inconsistent with these Terms, unless Quality Press expressly accepts them in writing.

3. Quotes, estimates and orders

3.1 Unless stated otherwise, a Quote is valid for 30 days from its issue date and is based on the specifications, quantities, materials, artwork, delivery assumptions and information available at that time.

3.2 An estimate is an indicative price where final specifications are not known. The final price may change when specifications, quantities, artwork, finishing, freight or other requirements are confirmed.

3.3 After acceptance, the Quote and any written variations are taken to record the Customer's instructions. The Customer must promptly check that specifications, quantities, delivery details and other requirements are correct.

3.4 If the Customer changes the scope, supplies non-conforming artwork or materials, requests expedited production, causes delay, or requests work not included in the Quote, Quality Press may charge the reasonable additional cost after notifying the Customer.

4. Price, GST and payment methods

4.1 Unless expressly stated otherwise, prices are exclusive of GST. GST will be added at the applicable rate.

4.2 Quality Press may require a deposit or full payment before commencing work, purchasing materials, releasing Goods or arranging delivery.

4.3 Payment may be made by EFT or by payment methods approved by Quality Press. From 1 October 2026, Quality Press will not impose a card payment surcharge on Visa, Mastercard, American Express or eftpos transactions where the applicable network rules prohibit surcharging.

5. Artwork, files and Customer-supplied materials

5.1 Unless otherwise agreed, the Customer must provide print-ready digital artwork in accordance with Quality Press artwork submission requirements, together with all fonts, links, images, licences, specifications and other information reasonably required for production.

5.2 Quality Press may make technical adjustments reasonably required for production. Customer-requested corrections, alterations, file repairs or artwork work outside the quoted scope will be charged at the current artwork rate. As at the effective date of these Terms, the artwork correction rate is \$132.00 including GST per hour, calculated in 15-minute increments.

5.3 The Customer is responsible for checking content, spelling, grammar, dimensions, quantities, contact details, barcodes, QR codes, legal notices and other Customer-supplied information.

5.4 Customer-supplied materials must be suitable for the intended process and supplied in sufficient quantity to allow for reasonable production spoilage. Quality Press is not responsible for defects caused by unsuitable or defective Customer-supplied materials to the extent permitted by law.

6. Proofing and approval

6.1 As a general rule, the Quote includes a digital soft proof for Customer approval, unless otherwise specified in the Quote.

6.2 If requested, Quality Press can provide hard-copy flat-sheet imposed proofs and/or a digital mock-up proof at additional cost. The Customer should request these before production so the Quote can be updated accordingly.

6.3 Proofs are intended as a guide only. Exact colour accuracy is not guaranteed. Final colour may vary because of factors including the selected stock or substrate, printing process, inks, coatings, finishing, lighting conditions, screen or proofing device, viewing conditions, and the use of Pantone or other special inks.

6.4 Once the Customer approves a proof, Quality Press may proceed to production. To the extent permitted by law, Quality Press is not responsible for errors, omissions or design elements that were visible in, or reasonably capable of being identified from, the approved proof and were not corrected before approval.

6.5 Changes requested after approval may require new proofs, re-plating, re-output or re-production and will be charged at the reasonable additional cost.

7. Colour, stock and production variation

7.1 Reasonable colour and finish variation can occur between screens, digital proofs, hard-copy proofs, different substrates, different printing processes and separate production runs. Such variation is not of itself a defect where the finished work is within reasonable commercial printing tolerances.

7.2 Paper, board and other materials may vary between manufacturing batches in shade, texture, thickness, grain, stiffness and other characteristics. Equivalent stock may be proposed if the quoted material becomes unavailable; Quality Press will obtain Customer approval where the substitution would materially affect the Order.

7.3 Where a precise brand colour is critical, the Customer should specify the required Pantone or other colour standard and request an appropriate colour proof or press check before production. Additional costs may apply.

8. Quantity tolerances

8.1 Because exact quantities can be impracticable in commercial print production, the quantity supplied may vary by up to 10% above or below the ordered quantity unless the Quote states a different tolerance.

8.2 Where a quantity tolerance applies, any over-supply or under-supply will be charged or credited pro rata at the quoted unit rate or another reasonable rate stated in the Quote.

9. Delivery, collection and timing

9.1 Delivery dates are estimates unless Quality Press expressly agrees in writing that a date is fixed. Quality Press will use reasonable endeavours to meet agreed production and delivery timeframes.

9.2 Unless otherwise stated, a Quote includes only the delivery arrangements expressly described in it. Additional deliveries, waiting time, special access, tail-lift, hand unloading, redelivery, storage, urgent freight or other special handling may be charged.

9.3 The Customer must ensure that delivery details and access requirements are accurate and that an authorised person is available to receive the Goods.

9.4 Risk in the Goods passes to the Customer on delivery to the nominated address, collection by the Customer or its carrier, or such other time as the parties agree in writing.

10. Inspection and claims

10.1 The Customer should inspect the Goods promptly after delivery and notify Quality Press as soon as reasonably practicable of any shortage, transit damage, printing defect or other issue, with photographs or samples where reasonably requested.

10.2 Nothing in this clause limits any right or remedy available under the ACL or another law that cannot be excluded or limited. Timeframes stated by Quality Press for commercial claims do not override those rights.

11. Credit accounts and payment

11.1 Customers without an approved credit account must pay 100% of the price upon acceptance of the Quote or placement of the Order, unless Quality Press agrees otherwise in writing.

11.2 Approved credit accounts are subject to strict 30-day terms from the invoice date unless different terms are agreed in writing.

11.3 Quality Press may review, reduce, suspend or withdraw a credit facility on reasonable notice where there is a material change in credit risk, payment history or financial circumstances.

11.4 The Customer must pay invoices without set-off or deduction except where the Customer has a bona fide dispute or a right of set-off that cannot lawfully be excluded.

12. Overdue accounts and recovery costs

12.1 An overdue amount may accrue interest at 10% per annum, calculated daily from the due date until paid, subject to any maximum rate or restriction imposed by law.

12.2 The Customer must reimburse Quality Press for reasonable third-party costs actually incurred in recovering overdue amounts, including debt collection agency fees and legal costs, to the extent permitted by law.

12.3 If an account is materially overdue, Quality Press may, after reasonable notice where practicable, suspend further work or delivery until satisfactory payment arrangements are made.

13. Retention of title and PPSA

13.1 Title to Goods supplied on credit remains with Quality Press until the Customer has paid all amounts owing for those Goods, to the extent permitted by law.

13.2 The Customer acknowledges that a retention-of-title arrangement may create a security interest under the Personal Property Securities Act 2009 (Cth) (PPSA). The Customer authorises Quality Press to take reasonable steps, including registration on the Personal Property Securities Register, to protect any security interest arising under these Terms.

13.3 The Customer must provide information and reasonable assistance required to perfect or maintain such a security interest. Quality Press may recover reasonable registration costs where disclosed or otherwise permitted by law.

13.4 Nothing in this clause authorises Quality Press to repossess Goods contrary to the PPSA, the ACL or any other applicable law.

14. Cancellation, suspension and variations

14.1 The Customer may request cancellation or suspension of an Order. Quality Press may charge for work performed, materials ordered or committed, third-party costs, freight, storage and other reasonable costs incurred up to the effective date of cancellation or suspension.

14.2 If materials are specially manufactured or non-returnable, the Customer may be required to pay their reasonable cost.

14.3 Quality Press will take reasonable steps to mitigate avoidable costs after receiving a cancellation request.

15. Subcontracting and outside work

15.1 Quality Press may engage suitably qualified third parties to perform part of an Order, including specialist finishing, mailing, installation, freight or manufacturing services.

15.2 Quality Press remains responsible for its obligations to the Customer subject to these Terms and any non-excludable rights.

16. Storage, plates, dies and production materials

16.1 Unless otherwise agreed, digital artwork files may be retained by Quality Press for up to 12 months at the Customer's risk. Quality Press does not guarantee permanent archival storage and the Customer should retain its own master files.

16.2 Printing plates may be disposed of after completion of the job. Dies, cutting formes, cylinders, tooling, impositions, production files and similar production materials created or procured by Quality Press remain Quality Press property unless the Quote expressly states otherwise.

16.3 Customer property left with Quality Press after completion may be returned, stored at agreed cost or, after reasonable notice and a reasonable period, disposed of where lawful.

17. Intellectual property and Customer warranties

17.1 The Customer warrants that it has all rights, licences, permissions and authorities needed for Quality Press to reproduce and use Customer-supplied artwork, text, images, logos, trademarks, data and other content for the Order.

17.2 The Customer must not supply material that is unlawful, defamatory, infringing, misleading, deceptive or otherwise exposes Quality Press to legal liability. Quality Press may refuse or suspend production if it reasonably believes the material may be unlawful or infringing.

17.3 Unless otherwise agreed, intellectual property created by Quality Press specifically for the Customer will be dealt with as stated in the Quote. Quality Press retains ownership of its pre-existing intellectual property, methods, templates, know-how, production systems and tools.

17.4 The Customer indemnifies Quality Press against third-party claims arising from Customer-supplied content or instructions that breach clause 17.1 or 17.2, except to the extent the claim is caused by Quality Press's own breach, negligence or unlawful conduct.

18. Privacy and credit information

18.1 Quality Press may collect, use and disclose personal information for account administration, credit assessment, order fulfilment, debt recovery and related business purposes in accordance with applicable privacy law and its privacy practices.

18.2 Where the Customer applies for commercial credit, Quality Press may obtain and exchange commercial credit information and, where permitted and appropriately authorised, personal credit information for directors, guarantors or other individuals connected with the application.

18.3 Any specific consent required for a credit report, guarantee or privacy purpose may be obtained separately in the credit application or another consent form.

19. Personal guarantees

19.1 Where directors, partners, owners or other persons sign a separate guarantee in connection with a credit account, that guarantee is continuing according to its terms and is additional to, not a replacement for, the Customer's obligations.

19.2 Any personal guarantee should be read with the credit application and these Terms. A guarantor's liability is governed by the wording of the signed guarantee and applicable law.

20. Australian Consumer Law and non-excludable rights

20.1 Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy under the ACL or another law that cannot lawfully be excluded, restricted or modified.

20.2 Where the ACL applies, Goods and Services come with statutory guarantees. Depending on the circumstances, these may include guarantees as to acceptable quality, fitness for disclosed purpose, correspondence with description or sample, due care and skill, fitness of services for a stated purpose and supply within a reasonable time where no time is fixed.

20.3 Where the law permits liability for a failure to comply with a guarantee to be limited, Quality Press's liability is limited, at its option and only to the extent permitted by law, to: for Goods, replacement, supply of equivalent goods, repair, or the cost of replacement or repair; and for Services, supplying the services again or paying the cost of having the services supplied again.

21. Liability

21.1 To the maximum extent permitted by law, Quality Press is not liable for indirect or consequential loss, loss of profit, loss of opportunity, loss of goodwill or loss of data arising from an Order, except to the extent such exclusion is not permitted by law.

21.2 For claims to which clause 20.3 does not apply, and except for liability that cannot lawfully be limited, Quality Press's aggregate liability arising from an Order is limited to the amount paid or payable for the affected Goods or Services.

21.3 Nothing in these Terms limits liability for fraud, wilful misconduct, or any other liability that cannot lawfully be excluded or limited.

22. Force majeure and events beyond control

22.1 Quality Press is not liable for delay or failure caused by an event beyond its reasonable control, including fire, flood, storm, epidemic, industrial action, utility or network failure, transport disruption, equipment breakdown, shortage of materials, supplier failure, government action, civil disturbance or similar event.

22.2 Quality Press will use reasonable endeavours to minimise the effect of the event and resume performance. If a material delay continues for an unreasonable period, either party may terminate the unperformed portion of the Order on reasonable notice, with the Customer paying for work completed and non-cancellable costs incurred to that date.

23. Default and insolvency

23.1 Quality Press may suspend supply or require payment in advance if the Customer materially breaches these Terms, repeatedly fails to pay on time, becomes insolvent, enters external administration, ceases business, or there are reasonable grounds to believe payment is at material risk.

23.2 Quality Press will exercise any right to terminate, recover Goods or enforce security interests only in accordance with applicable law.

24. Unfair contract terms and reasonableness

24.1 These Terms are intended to operate reasonably and proportionately. If a provision would be void, unenforceable or an unfair contract term under applicable law, it is to be read down or severed to the minimum extent necessary, without affecting the remainder of these Terms.

24.2 Nothing in these Terms gives Quality Press a right to vary price, scope, delivery or another material term arbitrarily after an Order has been accepted.

25. Notices, waiver and variation

25.1 A notice may be given by email, post or other agreed written communication to the most recent contact details supplied by the receiving party.

25.2 A waiver is effective only for the particular matter for which it is given and does not waive any later breach.

25.3 Quality Press may update these Terms for future Orders. A change does not retrospectively alter an Order already accepted unless the parties agree in writing or the change is required by law.

26. Governing law

26.1 These Terms and each Order are governed by the laws of Western Australia. The parties submit to the courts and tribunals having jurisdiction in Western Australia, subject to any law that requires proceedings to be brought elsewhere.

QUALITY PRESS

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