

HORTON MEDIA LIMITED (H M L)

CONDITIONS OF SALE

Prior to placing an order for goods and/or services with Horton Media Limited, customers are advised to carefully read the following terms under which H M L accept orders.

If any of these conditions are not acceptable to an intending customer, please refer immediately to the H M L sales representative. Any negotiated change, deletion or modification to the conditions of sale requires the written acceptance of the Horton Media general manager prior to an order being placed. Such departure from normal trading terms shall not create a precedent, or apply to any other orders, whether they are in progress or placed at a subsequent date.

- 1) **QUOTATIONS:** All quotations are prepared on the basis of information provided by the customer, and it is assumed that this information is accurate and that when material is provided with order, it will be in the specified form. Any deviation may require a revised quotation.

H M L is liable only for written quotations and not for any verbal quotations at representations, such written quotations to remain open for acceptance for a period of one month from their date.
- 2) **ACCEPTANCE:** Placement of order shall constitute acceptance at H M L's conditions of sale.
- 3) **GOODS & SERVICES TAX:** The customer shall pay goods and services tax at the rate applying.
- 4) **AMENDMENTS:** On placement of an order, any deviation from specification as set out in the Quotation may result in additional costs to H M L. Such costs will incur an additional charge to the customer.
- 5) **LATE MATERIAL:** Where the customer fails to meet an agreed production schedule with the supply of copy, film or other materials to H M L, additional costs may be incurred and these will be charged to the customer.
- 6) **PROMOTIONAL WORK:** Sketches, dummies and designs submitted by HML for promotional purposes shall remain H M L's property no other use shall be made at of this material or any idea obtained therefrom.
- 7) **THE CUSTOMER'S INSTRUCTIONS:** It is recommended that the customer should confirm all instructions in writing, as Horton Media Ltd shall not be liable for errors or omissions relating to misinterpretation of the customer's verbal instructions.
- 8) **COLOUR PROOFS:** No guarantee shall be given to exactly match a print production with a color proof because of the variances in proof preparation methods and substrates. However, H M L shall at all times endeavour to provide the customer with a commercially acceptable interpretation of the proof.
- 9) **PROOF APPROVAL:** Horton Media Ltd shall not be liable for errors in the finished work where a proof has been submitted in advance of production and approved by the customer.
- 10) **PAPER SUPPLIED:** All paper supplied by the customer for the production of the customer's work shall be subject to a charge for handling and storage as determined by H M L. Where the customer supplies paper to H M L, adequate supplies shall be furnished to cover spoilage as agreed with H M L. Paper supplied by the customer must be of a standard acceptable to H M L. H M L will not be responsible for quality on sub-standard paper and additional costs occasioned by paper problems will be charged to the customer.
- 11) **ELECTRONIC FILES:** H M L is not responsible for accidental damage to electronic media supplied by the customer, or for the accuracy of supplied input or final output. H M L makes no representation as to its ability to interface, read or use disk input and assumes no liability therefor. Any additional translating or programming necessary to the customer-supplied electronic files will be subject to an additional charge.
- 12) **THE CUSTOMER'S PROPERTY AND PROPERTY SUPPLIED:** The customer's property and all property supplied to H M L by or on behalf of the customer shall be held at the customer's risk. H M L undertakes reasonable care of the customer's property as dictated by the production environment.
- 13) **HOLDING PRESS TO THE CUSTOMER'S INSTRUCTIONS:** Presses held awaiting the customer's instructions shall be at an additional charge for the time standing and any other costs incurred.
- 14) **SUSPENSION OR CANCELLATION OF ORDER:** Should any waste in production be suspended or cancelled at the customer's instructions, H M L shall be compensated for the expenses incurred and otherwise protected against loss.
- 15) **DISPOSAL OF MATERIAL SUPPLIED:** All copy, film and other material supplied by the customer and not uplifted shall be disposed of within 3 months from invoice date.
- 16) **FREIGHT:** Unless otherwise specified, quotations based on delivery ex works. Risk shall pass to the customer on such delivery. Insurance of the goods against loss or damage during freighting is the customer's responsibility unless otherwise specified in the quotation.
- 17) **VARIATION IN QUANTITY:** Every effort shall be made by H M L to deliver the ordered quantity. All orders, however, are conditional upon a margin of up to 5% under-supply, in which case a pro-rata credit would be given to the customer.
- 18) **CONDITIONS OF SALE:** A contract for the printing of periodical publications may be terminated:
 - a) By HML in the event that any sums remain unpaid pursuant to clause 24 hereof.
 - b) By either party in writing providing such party has first given written notice of its intention to terminate as follows:

<i>Nature of Publication</i>	<i>Length of Notice</i>
Weekly	3 Months
Fortnightly	3 Months
Monthly	6 Months
Quarterly	6 Months
 - c) By HML in the event that HML is satisfied on reasonable grounds that a customer has arranged for such printing or any part thereof to be performed or carried out by any other person.

In the event of termination pursuant to any of the aforesaid sub clauses then any amount outstanding will be due and payable on the first business day following the day of such termination.
- 19) **CLAIMS:** Any complaint must be confirmed in writing within 10 days of receipt of goods Beyond this no claim shall be recognized.
- 20) **OUTSIDE INFLUENCES:** H M L shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, acts of God, equipment failure, unavailability non-supply of ink, paper or other consumables or other causes beyond H M L's control
- 21) **OWNERSHIP OF GOODS:** All orders completed by H M L remain H M L's property until payment has been received.
- 22) **CONSEQUENTIAL LOSS OR DAMAGE:** H M L's liability whether in contract or in tort is limited to the replacement of the order free of charge or a refund at the order price at the option of H M L. H M L will in no circumstances be liable for any consequential, indirect or special damages or losses whatsoever.

All other warranties are expressly excluded. Without limiting the generality of the foregoing, the customer acknowledges that any contract between H M L and the customer shall be a business transaction for the purposes at the Consumer Guarantees Act 1993 and that Act shall not apply to any such contract.
- 23) **ILLEGAL OR DEFAMATORY MATTER:** H M L shall not be required to print any matter which in H M L's opinion is or may be illegal or defamatory in nature at breach of the Fair Trading Act 1986 or any other statute or any provision thereof. H M L shall be indemnified by the customer in respect of any claims, costs and/or expenses arising from or out of any illegal or defamatory matter or in breach of the Fair Trading Act 1986 at any other statute or any infringement of copyright, patent or design.
- 24) **PAYMENT TERMS:** Unless otherwise agreed in writing, all accounts are due within 7 days of invoice. H M L may charge interest at commercial overdraft rates on any sum not paid by due date. H M L shall not be obliged to complete any order where payment for any previous order is overdue.
- 25) **INDEMNITY:** The customer warrants that material or information given to HML it accurate, culturally sensitive and not calculated or likely to deceive any person or group of persons. Horton Media Ltd shall be indemnified by the customer in respect of any claims, costs and/or expenses arising from or out of any material or information which is not in conformity with these requirements.