

WEB-SITE

TERMS AND CONDITIONS OF USE

In these Terms and Conditions of Use a reference to 'Abbey' means any and each of Abbey Plastic Products Pty. Ltd. [ABN 99 003 875 287], JCS Screen Printing Pty. Ltd.[ABN 32 115 107 303], and any of their subsidiaries from time to time.

By accessing, browsing or making purchases using the Abbey Web Site with domain name "abbeyplastics.com.au, abbeygroup.com.au, allboxes.com.au, jcsprint.com.au" ('Web Site') you agree to these Terms and Conditions of Use ('Terms and Conditions'). Abbey may update or change this Web Site including these Terms and Conditions from time to time without prior notice. You should regularly check these terms and conditions. The terms and conditions displayed on the Web Site at the time of your order will govern that purchase.

GENERAL TERMS

1. Copyright

The content on this Web Site is Abbey intellectual property and subject to copyright. You may copy the information contained on this Web Site but only for your private purposes and provided that you do not remove any copyright notices or any Abbey trade mark or logos.

2. Trade Marks and Brands

The trade marks "Abbey Plastic Products", "JCS Screen Printing" and the Abbey logo and other names of Abbey's products and services referred to in this Web Site are trade marks or brands belonging Abbey. Other product and company names mentioned in this Web Site may be the trade marks or brands belonging to other people or entities. You must not use, modify, or permit the modification of any of the trade marks or brands in any way.

3. Links to Other Sites

For your convenience and information, this Web Site may contain links to other sites. Abbey makes no representation or warranty as to the accuracy, currency or any other aspect of the information on those linked sites. A link to another site should not be construed as an endorsement or recommendation by Abbey of any information, products or services on that other site.

4. Linking to this Web Site

You may only link to this Web Site with the express written permission of Abbey. Any links if allowed, must only link directly to this Web Site's homepage (and no other pages within the Web Site) unless otherwise agreed by Abbey in writing.

5. Virus Warning

The internet and the World Wide Web are unsecured public networks. You acknowledge and agree that (and will be responsible for any loss or damage caused by the following):

- (a) information sent to or from this online area may be intercepted, corrupted or modified by third parties; or
- (b) files obtained from or through this online area may contain computer viruses or other defects.

TERMS AND CONDITIONS OF SALE

1. **Definitions**

- a. "Abbey" means any and each of Abbey Plastic Products Pty. Ltd. [ABN 99 003 875 287], JCS Screen Printing Pty. Ltd. [ABN 32 115 107 303], and any of their subsidiaries from time to time.
- b. "Customer" includes any agent acting on behalf of a Customer (except where Abbey may act on a Customer's behalf for the purpose of delivering, insuring or otherwise dealing with the products at the Customer's direction).

2. **Agreed terms of supply**

The following terms and conditions are, to the extent applicable, those to which Abbey and the Customer have agreed to be bound for all supplies by Abbey to the Customer. They may be varied if there is, and only to be the extent of, any agreed written variation.

3. **Delivery/Risk, Time, Delivery by Instalments, & Unders/Overs**

- a. Risk in the products shall pass to the Customer ex-Abbey warehouse or factory at the time when the products are placed on the vehicle which is to deliver the products from Abbey's premises.
- b. The Customer appoints Abbey as agent to arrange delivery and insurance of the products to the Customer's premises at the Customer's expense. Abbey in so doing will insure products in transport for a total value not exceeding \$8,000.00 in any one shipment. If this is deemed insufficient by the Customer, this must be advised in writing to Abbey prior to forwarding of shipment, and Abbey will arrange for insurance in accordance with such advice at the Customer's expense.
- c. Any times quoted for delivery and installation are estimates only and Abbey will not be liable for failure to deliver or install nor for delay in delivery or installation arising from any cause whatsoever beyond its control. The Customer will not be relieved of any obligation to accept nor pay for products by reason of any delay in delivery or despatch.
- d. Special provisions as to essential times of delivery (if any) may be made with Abbey but only if agreed with and made through an authorised officer.
- e. Abbey reserves the right to deliver by instalments, and each instalment will be deemed to be sold under a separate contract. Failure to deliver any instalment will not entitle the Customer to repudiate the contract. Delivery of 5% more or less than quantity specified constitutes fulfilment of the Customer's order. Any excess up to 5% will be taken by the Customer who will pay for the quantity actually delivered.

4. **Payment Terms**

- a. Payment in full must accompany all Customer Orders.
- b. Subject to receipt of a duly completed application and Abbey's written approval, other Payment terms may be approved such as:-
 - i. An initial deposit and payment on completion, or
 - ii. Cash on delivery, or all collection ex-Abbey's warehouse or factory (as applicable), and if payment is to be by EFTPOS or credit card the amount owed will be debited at that time from the account provided by the Customer, or
 - iii. If the Customer is an approved account customer, the Customer will be invoiced at the time of delivery for the products, and the Customer must pay for the

products within the agreed credit terms.

- c. Payment will be considered received once the amount payable by the Customer is received by Abbey in immediately available funds. Until payment is received, Abbey reserves the right to cancel any order or delivery.

5. **Quotation - generally**

- a. Quotation is subject to Abbey's final written confirmation on receipt of order it may also be subject to re-quotation:-
 - i. For locally sourced materials required for the product - if the order is not received within 1 month; or
 - ii. In other cases – at any time (e.g. for exchange rate fluctuations).
- b. Any order placed by the Customer is deemed to be an order incorporating these Terms and Conditions notwithstanding any inconsistencies which may be introduced in the Customer's order or acceptance unless expressly agreed to by Abbey in writing.
- c. Abbey is not obliged to accept any order placed with it.

6. **Security & Virus Warning**

The internet and the World Wide Web are unsecured public networks. The Customer acknowledges and agrees that:

- a. information sent to or from Abbey by e-mail or an online area (including Abbey's web-site) may be intercepted, corrupted or modified by third parties; and
 - b. files obtained from or through e-mail or an online area (including Abbey's web-site) may contain computer viruses or other defects,
- and that the Customer will be responsible for any loss or damage caused thereby.

7. **Quotations & Goods and Services Tax**

- a. Prices are as quoted in the body of the quotation net of GST (i.e., 10% GST is to be added) unless otherwise shown.
- b. The price and all other moneys payable by and on behalf of the Customer are exclusive of Goods and Services Tax or like impost (GST).
- c. Liability for GST (payable in respect of any taxable supply) is additional. It is payable by the Customer to Abbey at the same time as the price and other moneys are payable.

8. **Price Variations - Errors, Continuous Runs, Small Runs & Future Deliveries**

- a. Errors and omissions on any invoice, credit note or in respect of any cash cheque or other means of payment relating thereto are excepted and subject to adjustment by Abbey.
- b. Prices quoted in the body of the quotation are based on continuous runs in the lots specified or the amount of each individual order. Smaller runs, unless for the convenience of Abbey, will be subject to price increases in line with unit costs.
- c. If the order is for a future delivery, or if Abbey is unable to effect immediate delivery in respect of any order, the order is accepted subject to price adjustment and the order will be charged and paid for at Abbey's list price at the time when the delivery was made.

9. **Variation or Cancellation of Contract**

The Customer will be responsible for any loss to Abbey arising from any variation in quantities ordered, or of delivery dates arising from the Customer's changed instructions, or any cancellation of this Contract in whole or in part, and the amount of any such loss will be recoverable by Abbey from the Customer

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such loss may include recovery of costs (whether incurred internally or externally) and for loss of profits.

10. **Description**

Any description of products is given for convenience only and use of such does not constitute the contract a sale by description.

11. **Indemnity for Infringements of Intellectual Property/Confidentiality**

The Customer agrees to indemnify Abbey against all damages, penalties, costs and expenses to which Abbey may become wholly or partially liable in relation to the supply of products or materials to the Customer involving an infringement or alleged infringement of: -

- a. any patent, trademark, copyright, registered design, alloy or composition, and
- b. any Customer's obligation of confidentiality or secrecy to another person,

which the Customer knew or ought to have known would arise out of the supply by Abbey Plastic Products to the Customer and of which Abbey was not made expressly aware.

12. **Abbey's Intellectual Property**

a. The Customer acknowledges that: -

- i. Abbey holds (either as owner or licensed distributor) the copyright, design and other intellectual property rights in the layout, design and function of various of its products, such as folders and sleeves; and
- ii. by the sale of the products to the Customer ABBEY does not include: -
 - (1) any assignment of such rights,
 - (2) nor permission to commercially exploit such rights in any way other than for the ordinary use to which the products are put in the ordinary course of business or for ordinary household use (as the case may be).

b. The Customer agrees: -

- i. that it must not duplicate or make copies of the products without first obtaining Abbey's express written consent, and
- ii. To indemnify Abbey against all costs, damage, losses, and expense arising out of a breach of this clause.

c. The Customer acknowledges that:

- i. if Abbey undertakes design or development work for a proposed product Abbey will hold (either as owner or licence distributor) the copyright, design or other intellectual property rights therein; and
- ii. if the Customer cancels, discontinues, or proceeds elsewhere with the proposed product Abbey will be entitled to:-
 - (1) seek compensation for the work, and for its commercial exploitation by the Customer or by others, and or
 - (2) prevent commercial use of the rights by the Customer or by others.

13. **Tooling - dies, moulds, etc..**

- a. Unless the context otherwise requires, "Tooling" includes dies, moulds, knives, and the like.
- b. If the products are manufactured with or from Tooling supplied by Abbey, Abbey does not

warrant that the products will be of the exact measure, content or capacity as that referred to in the description of the products, or as per any sample provided by the Customer.

- c. If the products are manufactured from Tooling supplied by the Customer, Abbey accepts no responsibility for the shape, measure, content, capacity, fitness or otherwise of the Tooling or the suitability of the Tooling for manufacture of the products or for loss of or damage to the die.
- d. Tooling (other than Tooling supplied by and at the sole expense of the Customer) whether charged for or not remains the property of Abbey and Abbey will not be under any obligation to deliver them to the Customer or part with possession of them.
- e. The Customer will pay for alteration of Tooling made necessary by changes in specifications accepted by Abbey and agrees to assume all risk of resultant damage of such Tooling.
- f. If Abbey needs to alter any Tooling to meet a product specification because of the Customer's change of instruction, all resultant costs and risk of damage to the Tooling will be to the Customer's account.
- g. If Tooling is supplied by the Customer every care will be taken to ensure that they are kept in good order and condition but no responsibility is accepted by Abbey for any loss or damage. Maintenance and repairs of the same required under normal usage will be paid for by the Customer.
- h. When a prototype is submitted for making of an item of Tooling, drawings may be prepared if required, which drawings when approved will be the basis for construction of a die allowing for reasonable tolerances and thereafter no responsibility will be accepted by Abbey for any difference or departure from the prototype.
- i. When the costs of producing an item of Tooling chargeable to the Customer are agreed to be amortised, then at the earlier of:
 - i. expiration of the amortisation period, or
 - ii. the Customer ceasing to use the product,

The whole of the balance of such costs then outstanding become immediately due and payable by the Customer to Abbey. Where the Customer has agreed to take delivery of specified quantities of the product on specified dates, a proportion of the such costs applicable to those quantities will be payable on the dates so specified, whether delivery of the product is actually accepted or not.

14. **Inserts**

If the Customer is to supply the Inserts, the Customer agrees that: -

- a. They will be of agreed tolerance and material, and
- b. They will be supplied to Abbey by the Customer:-
 - i. At times and in quantities do as to permit economical production of the quoted product, and
 - ii. In quantities excess to actual requirements to allow for normal wastage and Abbey will assist the Customer to determine these matters, if requested.

15. **Customer acknowledgments**

a. *Customer's Artwork*

The following parts of this sub-clause apply whenever Abbey is to apply artwork to, or to use a layout for, a product that is to be supplied from Customer or a Customer's supplier for incorporation in the product Abbey is to manufacture for the Customer.

The Customer acknowledges and agrees that:-

- i. It does not rely on Abbey to oversee, ensure, nor guarantee that any such artwork or layout will be unaffected visually or spatially by components that are to be incorporated in the finished product (such as, but not limited to, binding rings, plates, and rivets);
 - ii. Abbey is not required to check, proof-read, nor correct any text, print, or generally the quality of such artwork or layout UNLESS expressly requested to do so by the Customer, and Abbey accepts the request in writing, in which case the Customer must pay Abbey's reasonable cost for undertaking and additional work related thereto (such as for the failure to supply 25% ink coverage, or Abbey having to manipulate the artwork). The costs, will be at external or third-party cost plus 10%, and/or Abbey's current labour rate of charge per hour (any part hour rounded to the next hour).
- b. *Materials & Customer's Uses*
- The Customer acknowledges and agrees that: -
- i. it does not rely on Abbey in respect of the performance, durability, nor contamination characteristics of any of the materials from which its products are fabricated that are not evident from a visual inspection thereof; and
 - ii. it has satisfied itself independently of Abbey of the appropriateness of such materials for the Customer's intended uses
- c. *Performace of design*
- The Customer acknowledges and agrees that Abbey cannot be liable for a failure of the product to perform to the Customer's intended purpose unless:
- i. The Customer has made that purpose know to Abbey, and Abbey has accepted the purpose as suitable for that product; or
 - ii. The product is not of merchantable quality.
- d. *Polypropylene Products*
- The Customer acknowledges and accepts that:-
- i. all polypropylene products to be manufactured with self-locking tabs will be supplied flat, unless Abbey has quoted specifically for supply in assembled form; and
 - ii. polypropylene envelopes will vary in size from the quoted dimension due to the standard manufacturing process, and that unless the Customer advises Abbey to the contrary the customer will accept Abbey's standard tolerances of up to + or – 5mm. Abbey dose not warrant compatibility of the envelopes with standard postal dimentions.

16. Claims - damage, shortages

Claims for shortages or defects are to be made in writing within 14 days of delivery. Product is to be returned only upon written authority of Abbey and adequately packed for transport. Abbey P accepts no responsibility for merchandise returned without such authority. Abbey will not issue credits on products altered or defaced in any way or upon which any additional operation has been performed. Allowances for proved shortages or defects will be duly credited, but Abbey is not obliged to replace products concerned. No claim for damage direct or indirect in respect of the products will in any event exceed the total invoice price of the products in respect of which such claim will arise. All damage over and above such invoice price will be borne by the Customer.

17. Other Claims

The parties agree and acknowledge that, except where any statutory right is non-excludable, Abbey will not be liable for any loss or damage which the Customer may sustain or for any liability for any defect in any products supplied in excess of:-

- a. the replacement of the products or the supply of equivalent products;
- b. the repair of the products;
- c. the payment of the cost of replacing the products or of acquiring equivalent products; or
- d. the payment of the cost of having the products repaired,

or any combination thereof as Abbey may elect in the exercise by it of reasonable discretion and in any event the liability of Abbey will not exceed the purchase price of any such products, accordingly, all and any other liability hereunder of Abbey is hereby excluded to the maximum extent permitted by law.

18. Waiver

Failure by Abbey to insist upon strict performance of any term or condition herein will not be deemed a waiver thereof or of any rights Abbey may have, and will not be deemed a waiver of any subsequent breach of term or condition.

19. Failure to Pay

In the event that the Customer fails to pay for the products in accordance with any arrangement or agreement for the supply on credit terms, the Customer will be regarded as being in breach of the arrangement or agreement and the following will occur: -

- a. all amounts owing by the Customer to Abbey will become immediately due and payable;
- b. Abbey will become entitled to retake possession of the products and for that purpose will be entitled to enter upon the Customer's premises for the purpose of retaking possession of the products;
- c. Abbey may at its discretion cancel or alter the credit limit under the arrangement or agreement;
- d. Abbey may cancel any unfilled orders.

20. Privacy

- a. By accessing, or ordering products from the Web Site or by any other means the Customer acknowledge and agree that Abbey may collect, retain and use personal information about the Customer for Abbey's evaluation, administration and marketing purposes.
- b. The Customer may, upon request have access to the personal information kept by Abbey and request correction to any errors in such personal information.

21. Reservation of Title

The Customer agrees that any products supplied by Abbey to the Customer (whether for or in connection with any resale by the Customer or otherwise) are supplied subject to the following express reservation of title conditions:-

- a. Title to the products passes to the Customer when the Customer pays the full purchase price.
- b. Until title to the products passes to the Customer under cl a) and without prejudice to any of Abbey's rights, the Customer must not encumber or otherwise charge the products, the Customer possesses the products as bailee only, and the Customer acknowledges that Abbey is entitled to maintain an action for the process of sale of any products by the Customer.
- c. If the Customer does not pay the full purchase price when due, Abbey may enter the premises where the products are situated and repossess them, the Customer must deliver up the products to Abbey or its agent if so directed by Abbey and the Customer indemnifies Abbey against any claim, damages, liability, cost, expense or payment which Abbey may suffer, incur or become liable for in respect of the exercise of its rights under this clause.
- d. Notwithstanding the foregoing, the Customer may sell the products to a third party in the

ordinary course of business.

22. Force Majeure

Abbey will not have any liability or obligation to the Customer for any consequential or other loss or damage caused by any failure to supply products or perform services where such failure is a result of any cause beyond the reasonable control of Abbey, including availability of the materials required for the product as at the time of the Customer's order.

23. Governing Law & Severance

This document is governed by the laws from time to time in force in the State of New South Wales, and if any provision hereof is rendered invalid, void or unenforceable the remainder shall remain in full force and effect.

24. Changes to these terms

For Customers with an account, ABBEY may alter these TERMS AND CONDITIONS OF SALE on giving the Customer 30 days notice in writing of the changes, and such changes will apply to future sales made and orders taken after expiry of that 30 day period.