

## Terms and Conditions

### 1. Quotations

- 1.1 Prices are based on work specified in the quote only. Significant alternations to any specification in the quote will invalidate the quoted price and may require re-quoting.
- 1.2 Quotes are valid for a period of 1 month from their date.
- 1.3 Quotes will be deemed accepted upon the customer making a requisition.
- 1.4 Prices quoted are subject to the quality of materials (including physical and electronic media) supplied by the customer and the conformity of such materials to print-readiness. Prices may be adjusted where the materials supplied by the customer differ in quality and print-readiness originally specified by the customer. If the price needs to be adjusted the customer will be notified.

### 2. Customer Instructions and Materials

- 2.1 The Digital Print Centre is only required to fulfill instructions specified in the quote or the requisition. The customer is responsible for ensuring that specifications in the quotation or requisition are accurate and complete. The Digital Print Centre shall not be held responsible for errors or omissions due to misinterpretation or incomplete instructions from the customer.
- 2.2 Where the quoted price for a job includes development of a proof, the price also includes one round of author's changes only. Additions or alterations after the first round of changes will be added to the final price.
- 2.3 Customer supplied artwork must meet the Digital Print Centre's Artwork Specifications for Printing (see <http://www.dpc.unimelb.edu.au>).

### 3. Cancellation/Suspension of Work

- 3.1 Suspension or cancellation by the customer of any work, for any reason whatsoever, entitles the Digital Print Centre to payment in full for the work completed up to the suspension/cancellation date.
- 3.2 Job requisitions cannot be cancelled except upon terms, which compensate the Digital Print Centre for all work done, materials used or specially acquired to complete the order, to the date of the cancellation.

### 4. Copyright (also see: <http://www.unimelb.edu.au/copyright/>)

- 4.1 Copyright in all artistic and literary works authored or developed by the Digital Print Centre shall remain the property of the Digital Print Centre unless there is a written agreement to the contrary.
- 4.2 The customer warrants to the Digital Print Centre, that the customer has copyright in or a license to authorize the Digital Print Centre to reproduce all artistic and literary works supplied by the customer to the Digital Print Centre for the purpose of the job. The Customer expressly authorizes the Digital Print Centre to reproduce all and any of such works for the purposes of the job.
- 4.3 The Customer indemnifies and agrees to keep the Digital Print Centre indemnified against all liability, losses or expenses incurred by the Digital Print Centre in any way, directly or indirectly, connected with any breach of copyright in materials supplied by the customer.

4.4 Conditional upon receipt of payment in full for the work performed by the Digital Print Centre, the Digital Print Centre grants to the customer a non-exclusive license to use the copyright in works created by the Digital Print Centre for the purposes of the job.

## **5. Turnaround Times**

5.1 The turnaround time ("Job Required by" date) specified by the customer is considered a requested or preferred due date. The Digital Print Centre will endeavor to meet the customer's required turnaround time, however, this may not always be possible due to scheduling and workloads. Jobs not completed or delivered by the requested date are still considered valid and will be charged at the full amount.

5.2 The Digital Print Centre reserves the right to renegotiate job turnaround times specified by the customer if the requested turnaround time is deemed unreasonable or interferes with existing schedules.

5.3 If the turnaround date is a mandatory requirement, the customer must specify this at the time of job requisition. Such a requirements is still subject to the terms listed above.

## **6. Payment and Charging**

6.1 Upon completion of the work the Digital Print Centre will charge the customer for the quoted price plus any additional charges referred to in this document provided the customer has been informed of these additional charges.

6.2 Cash, credit card or EFTPOS payments are due at the time the work is collected or delivered and must be processed before the work is given to the customer.

6.3 Charges through THEMIS require a valid and complete THEMIS code to be supplied by the customer at the time the work is requested. It is the customer's responsibility to ensure that the THEMIS code supplied is, and will be, valid at the time of charge processing into the Universities General Ledger. Invalid THEMIS codes will result in charges being processed against the departments default generic THEMIS code.

6.4 It is the customer's responsibility to ensure that they are authorized to use the THEMIS code provided. The Digital Print Centre will not be held liable for any unauthorized use of a THEMIS account.

6.5 The Digital Print Centre does not take responsibility for the accounting and reporting requirements of customers, however, monthly summaries listing job numbers and associated costs can be provided upon request.

## **7. Confidentiality**

7.1 The customer must keep confidential and must not (without The Digital Print Centre's written consent) use any ideas, systems or processes communicated or made available by The Digital Print Centre to the customer.

## **8. Electronic Media**

8.1 All disks, tapes, compact disks or other media (other than the media supplied by the customer) used by the Digital Print Centre to store data for the purposes of completing the job are the property of the Digital Print Centre. The customer cannot require the Digital Print Centre to supply to the customer any such data. The Digital Print Centre may charge the customer for supplying such data where it chooses to supply such data to the customer.

8.2 The Digital Print Centre will not be liable for storing any data on disks, tapes, compact disks or other media when the job has been completed. If the Digital Print Centre agrees to store such data, the Digital Print Centre may charge the customer to do so.

## **9. Warranties and Conditions**

9.1 Unless expressly set out herein, all implied warranties and conditions in relation to any supply by the Digital Print Centre are expressly excluded (unless such warranties cannot at law be excluded).

## **10. Risk**

10.1 The goods are at the risk of the Digital Print Centre until delivered to the customer.

10.2 The Digital Print Centre shall not be liable for insurance, freight or loss or damage to goods in transit incurred in delivery.

## **11. Liability**

11.1 To the fullest extent permitted by law, except as provided herein, the Digital Print Centre shall not be liable to the customer in contract or tort for any loss or damage or for consequential loss or damage of any kind arising out of the supply of the goods and/or services, or arising out of the Digital Print Centre's negligence, or in any way whatsoever.

11.2 The Digital Print Centre acknowledges liability for implied warranties under Trade Practices Act 1974, (the Act) provided that liability for a breach of a condition or warranty implied by Division 2 of Part V of the Act (other than section 69) is hereby limited to:

11.2.1 In the case of goods, any one or more of the following:

- a) The replacement of the goods or the supply of equivalent goods;
- b) The repair of the goods;
- c) The payment of the cost of replacing the goods or of acquiring equivalent;
- d) The payment of the cost of having the goods repaired; or

11.2.2 In the case of services:

- a) The supplying of the services again; or
- b) The payment of the cost of having the services supplied again.

11.3 The Digital Print Centre will not be liable to the customer for loss, howsoever caused, of any data stored on disks, tapes, compact disks or other media supplied by the customer to the Digital Print Centre or for any damage, loss or destruction of any property of the customer unless the loss or damage has been caused by the failure of the Digital Print Centre to exercise due care and skill in handling or storing such property.

11.4 Force Majeure. The Digital Print Centre will not be liable for any loss, damage or expense suffered or incurred by the customer where such loss is occasioned by any cause beyond the Digital Print Centre's reasonable control, including and without limiting the generality of the foregoing by war, insurrection, terrorism, fires, floods, strikes, lockouts, delays in transport, breakdowns in machinery, the inability or failure of a supplier to supply necessary materials, or prohibitions or other action by any government or semi-government authority, or embargoes.

11.5 Delivery. The delivery terms are estimates only. The Digital Print Centre will not be liable for any loss, damage or delay suffered by the customer because of late or non-delivery of goods or services.

## **12. Claims**

12.1 The customer must inspect goods or services supplied by the Digital Print Centre within 14 days from delivery. Any claims against the Digital Print Centre must be in writing within such fourteen (14) days. No claims shall be made by the customer beyond this period.