

Terms & Conditions

The 'small print'



Revised: 20 February 2015

1. QUOTATIONS

- (a) Quoted prices are based on current costs of production and are subject to amendment at any time to meet any rise or fall in such costs. APM reserves the right to correct any errors in quotation whether technical, stenographic or otherwise.
- (b) In respect of print ready artwork supplied by the client, no allowance will be made in a print quotation for design elements which necessitate special treatment at additional cost (eg. large areas of solid colour, bleeds, complex screens etc). Details of such elements must be made available to APM when requesting a quotation.
- (c) Acceptance of a quotation shall be an acceptance of those terms set out in the quotation and no variation of the terms shall be regarded as binding unless it is expressly agreed in writing.

2. ORDERS AND INSTRUCTIONS

- (a) Following acceptance of a quotation APM requires that all orders be issued in writing and be signed by the client.
- (b) Where verbal or non-specific written instructions are received from the client APM will proceed in accordance with the specifications of the quotation, and **shall not be held responsible for errors or omissions due to any oversight or misinterpretation of those instructions.**

3. CANCELLED ORDERS

Orders cannot be cancelled except upon terms which will compensate APM for all work done and materials used or specially procured, to the date of the cancellation.

4. DESIGN

APM will submit preliminary design visuals for client approval before proceeding to final artwork. If, after two successive submissions, APM has been unable to fulfil the requirements of the brief to the client's satisfaction, APM reserves the right to withdraw from the contract in which case no charge will be made.

5. AUTHORS' CORRECTIONS

Quotations allow for a limited number of minor authors corrections which do not entail changes in formatting, layout or pagination. The client will be informed when corrections are deemed by APM to be in excess of those covered by the quotation. Further corrections will be charged at the current hourly rate discounted at 15%.

6. COPYRIGHT

Copyright in any design produced by APM (other than that produced under the direction or control of the Commonwealth or a State Government) remains with APM unless reassignment of that copyright is negotiated.

Furthermore, the final product (deliverable) can only be used for the purposes for which it was created and, upon settlement of invoice, the deliverable only can be provided to the client if requested. All other pitch material, drafts, unused ideas as well as raw or working files remain the property of APM

7. ELECTRONIC MEDIA

Until digital material supplied by the client or their agent has been evaluated by APM, no assumptions will be made about APM's ability to work with or print from such material and no liability is assumed for problems that may arise. Any additional formatting, translating, editing or digital manipulation of such files will be charged at current hourly rates. APM will inform the client if such additional work is required.

8. PROOFS

- (a) All quotations for printing work will provide for one hard copy digital proof and/or PDF soft screen proofs, as requested by the client.
- (b) APM shall incur no liability for any errors not corrected by the client on proofs submitted for the client's approval. Any proof, sample, dummy etc. not approved in writing will be deemed to be correct as is and work will proceed at the client's own risk.
- (c) Authors' corrections and additional proofs will incur extra charges. When design, type or layout is left to APM's discretion, alterations made by the client will be charged extra.
- (d) Where the client agrees to accept a PDF screen proof, APM will not accept responsibility for any variations that may occur due to differences in the screen calibration of APM's computers and those of the client.

9. COLOUR PRINTING

Every effort will be made to obtain the best possible colour reproduction on the client's work but due to the variable nature of the processes involved, APM shall not be required to guarantee exact matches in colour or texture.

10. EXPEDITED DELIVERY

- (a) If a client requires, and APM agrees to, an expedited delivery date then all additional costs, including overtime and penalty rates arising from such expedited delivery, shall be charged as extra to the quotation.
- (b) While every reasonable effort will be made by APM to secure such work free from defects, APM will not be responsible for defects caused as a result of accelerated production schedules.

11. QUANTITY DELIVERED

- (a) Every endeavour will be made to deliver the correct quantity ordered, but owing to the difficulty of producing exact quantities, estimates and/or orders are conditional upon a margin of five percent being allowed for overs or shortages which shall be charged for or deducted accordingly.
- (b) If precise quantities are required this must be made known prior to the commencement of print production.

Terms & Conditions continued



12. APM IMPRINT

Unless otherwise specifically requested by the client, APM reserves the right to place its imprint on any work. Any such imprint will be positioned at APM's discretion and may include a small logo and **Design & Production by APM Graphics Management - www.apmgraphics.com.au - 1800 806 930.**

13. ILLEGAL MATTER

- (a) APM reserves the right to refuse to print any matter which, in its opinion, may be prejudicial or detrimental to the good name of APM.
- (b) APM shall not be required to print any matter which in its opinion is or may be of illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
- (c) APM shall be indemnified by the client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

14. CLIENT'S PROPERTY AND MATERIAL SUPPLIED BY CLIENT

Client's property and all property and material supplied to APM by or on behalf of the client including goods in transit will be held at the client's risk and APM accepts no liability whatsoever for loss of or damage to such property or material unless otherwise agreed by APM in writing.

15. ACTS OUTSIDE APM'S CONTROL

Every effort will be made to carry out the contract but its due performance is subject to cancellation or to such variation as may be necessary as a result of inability to secure labour, materials or supplies, or as a result of any Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause beyond the control of APM.

16. LIABILITY

- (a) APM shall not be liable for indirect or consequential loss incurred by the client arising from errors in carrying out the work, or by delay in delivery, regardless of whether such loss is due to the negligence of APM, its servants or agents.
- (b) Compliance with the requirements of any legislation relating to work produced by APM shall be the sole responsibility of the client and APM relies upon the client to comply with all such requirements.
- (c) In no circumstances shall APM be under any liability for negligence or otherwise in respect of any advice given to the client.

Without prejudice to the foregoing:

- i) APM's liability in respect of defective or faulty work shall be limited to rectifying the defect or fault or replacing the work or crediting the invoice price of the goods.
- ii) APM shall in no circumstances be liable for any loss or damage in excess of the invoice price of any work or any part thereof in respect of which a claim is made.

17. TERMS OF PAYMENT

- (a) All goods and services supplied to the client on credit shall be paid for within **thirty (30) days of the invoice date** or as otherwise agreed in writing between both parties.
- (b) Where substantial sums of money, prepayment and/or COD are required by APM's suppliers, APM may at its absolute discretion require early and/or stage payments on terms to be agreed in writing prior to acceptance of the job.
- (c) If work is suspended for more than 30 days at the request of the client or as a result of something for which the client is responsible, APM reserves the right to issue an invoice for work already done and for any other costs incurred.
- (d) APM does not accept that a query on part of an account is sufficient reason for non-payment. We guarantee satisfactory performance and in the event that an adjustment is necessary, expect all but some nominal retention to be paid on the due date.
- (e) APM reserves the right to charge interest on overdue accounts at a rate 2% above the current 30 day bank bill rate to be computed daily and compounded monthly.

18. GST

APM shall be entitled to charge the amount of GST payable.

19. CLAIMS AND DISPUTES

Any dispute or claim regarding the invoice or the goods supplied must be made to APM in writing within 7 days of invoice date or delivery date, whichever is the latest. All differences and disputes between APM and the client arising in connection with this contract will be referred to arbitration in accordance with the Arbitration rules for the Printing Industries Association of Australia.

20. WEB DESIGN AND DEVELOPMENT

We have produced additional Terms & Conditions relating to Web Design and Development. These can be found on our website. www.apmgraphics.com.au