

1. The following applies to and forms part of any contract for the supply of goods and/or services by Action Print Services, its Associate and Subsidiary entities hereinafter referred to as the Supplier annexed to these conditions. These terms are effective from the date of acceptance by the applicant and credit facilities may be suspended or withdrawn by the Supplier at any time and without notice. Liability for accounts held in more than one name shall be joint and several. These terms and conditions take precedence over any terms and conditions set out in the applicants purchase order, to the extent of any inconsistency.
2. **Payment:** Payment for goods and or services supplied shall be made in accordance with the agreed payment terms. (see “definitions”)
3. **Definitions: 30 Day Account** means that payment for any purchase for which an invoice is issued is due and payable no more than 30 days from the end of the month that the invoice is issued.
4. **Interest:** Where payment in full is not received by the supplier prior to the expiry of the payment period then the applicant shall be liable to pay interest on the amount outstanding as at the expiry of the payment period at a rate not exceeding the prevailing bank overdraft rate and further, the customer expressly undertakes to pay all such interest.
5. **Collection Expenses:** Should it be considered necessary by the Supplier to incur legal and/or other expenses, including any such expenses to any debt collection agency, in obtaining or attempting to obtain payment of any amount due to the applicant, the applicant shall be liable for such expenses. The applicant further acknowledges that those expenses will be calculated on a commission basis at a percentage rate of up to 22% of the amount owing and expressly agrees to pay those expenses irrespective of the amount of work actually performed by the agency. Amounts received by the Supplier may be applied first against interest, charges and expenses.
6. **Retention of Title and Right of Access:** Property in all the goods supplied shall remain vested in the Supplier and shall not pass to the applicant until all monies owing by the applicant to the Supplier together with all collection repossession and/or legal costs incurred, have been paid in full. In the event that the applicant defaults in the payment of any monies owing hereunder, the Supplier and its employees or agents shall have the right to enter without notice upon the applicants premises or any other premises where the goods are known to be stored to repossess the goods and for this purpose the applicant shall grant reasonable access rights and the Supplier and its employees and agents shall be entitled to do all things to secure repossession.
7. **Risk:** Unless otherwise agreed in writing, the risk in the goods purchased shall pass to the applicant upon delivery to the applicant or its agent or a carrier commissioned by the Supplier. The Supplier shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or failure to deliver due to circumstances beyond control.

8. **Warranty:** The Supplier warrants that the goods supplied shall be of merchantable quality. The Supplier does not warrant that the goods are fit for a particular purpose and except as otherwise stated herein, warranties relating to title, defects or conformity of the goods are expressly excluded.
9. The liability of the Supplier to the applicant is limited to the replacement or repair of the goods or refund of the paid price or payment of the cost of repair to the goods.
10. **Jurisdiction:** This agreement shall be governed and construed in accordance with the laws of the state of Queensland and, where applicable the Commonwealth of Australia, and the applicant submits to the non-exclusive jurisdiction of the Courts of Queensland.
11. **Ownership:** This agreement is made in respect of the owners and/or directors of the applicant as at the date of application. The applicant also agrees to notify the supplier in writing within seven (7) days of any change whatsoever in ownership structure and, further, indemnifies the Supplier against any loss or damage that may result from the applicants failure to notify the Supplier of any such change.
12. **General:** The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of the remaining provisions. Clerical errors are subject to correction and do not bind the Supplier. Headings are for ease of reference only and do not form part, or affect the interpretation, of these Terms and Conditions.

I/We have read and understood this document and agree to comply with the above Terms and Conditions when placing a work order through this website below.

<http://w2p.flexiweb2print.com/actionps/>

[http://w2p.flexiweb2print.com/index.php?option=com\\_corporateorders&view=corporateorders&task=getCompanyTemplates&a=n&Itemid=195&lang=](http://w2p.flexiweb2print.com/index.php?option=com_corporateorders&view=corporateorders&task=getCompanyTemplates&a=n&Itemid=195&lang=)