Star Print Solutions

Terms and Conditions of Trade

Star Print Solutions Pty Ltd · ABN 43 600 127 759 · Effective 5 November 2026

PO Box 247, Five Dock NSW 2046 · 1300 251 535 · david@starprintsolutions.com.au · starprintsolutions.com.au

1. Application

1.1 These Terms and Conditions of Trade (Terms) apply to every quotation given and every order accepted by Star Print Solutions Pty Ltd ABN 43 600 127 759 of PO Box 247, Five Dock NSW 2046 (the Company) for the person or organisation named in the quotation or order (the Client).

1.2 The Company provides print management and procurement services and arranges the manufacture of Goods through independent printers and suppliers selected by it (Suppliers). Each Job is produced to order.

1.3 The Client accepts these Terms by accepting a quotation, placing an order, approving a Proof or paying an invoice. However, the Company will not supply Goods on credit, or register a security interest, until the Client has signed these Terms or a Credit Account Application, or has accepted these Terms by email to which they were attached. These Terms prevail over any terms in a purchase order or other document issued by the Client, unless the parties agree otherwise in writing.

2. Definitions

2.1 In these Terms:

ACL means the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth), as it applies in New South Wales under the Fair Trading Act 1987 (NSW).

Artwork means files, text, images, logos, designs and other material supplied by or on behalf of the Client.

Goods means printed matter, promotional products, packaging, envelopes and other items supplied by the Company.

Job means the Goods and Services described in an accepted quotation or order.

Proof means a PDF proof, hard copy proof, prototype or sample provided for the Client's approval.

Services means print management, procurement, press checks, delivery and related services.

2.2 Headings do not affect interpretation. All amounts are in Australian dollars. In the Credit Account Application, the Credit Conditions and any Guarantee and Indemnity, the Client is also called the Applicant or you.

3. Quotations and orders

3.1 A quotation is valid for 30 days from its date unless it states otherwise. It is based on the specifications, quantities, stock, finishes, delivery details and Artwork described at the time it is given, and the Company may revise the price and delivery date before production begins if any of these change because of a change requested by the Client or an error in information supplied by the Client. The Company will notify the Client in writing of any revision, and the Client may cancel the Job under clause 3.2 as if the revision were a Supplier price increase.

3.2 If a Supplier increases its price after the Client accepts a quotation and before production begins, the Company will notify the Client in writing, and the Client may accept the revised price or cancel the Job without charge, other than costs already incurred under clause 4.2.

3.3 An order is accepted when the Company confirms it in writing or begins work on it.

4. Variations and cancellation

4.1 A variation requested by the Client after acceptance, including an author's correction to Artwork, may change the price and delivery date. The Company will confirm the effect of a variation in writing before proceeding.

4.2 The Client may cancel a Job by written notice, but must pay the costs reasonably and actually incurred for work performed, materials ordered and Supplier charges that cannot be cancelled, up to the date of cancellation. The Company will take reasonable steps to minimise those costs. Custom-made items cannot be cancelled once production has begun.

5. Artwork and Proofs

5.1 Unless the Company has agreed to provide design services, the Client must supply print ready PDF Artwork with fonts embedded, suitable image resolution and 3 mm bleed. The Company checks Artwork for technical suitability for printing only. Spelling, content, prices and legal compliance remain the responsibility of the Client.

5.2 The Company will provide a Proof before production unless the Client instructs otherwise in writing. The Client is responsible for checking each Proof, and the Company is not responsible for errors contained in an approved Proof or in a Job produced without a Proof at the Client's request. The Company is responsible for any departure of the finished Job from an approved Proof, other than a variation permitted by clause 6.

5.3 Production items may vary slightly from a prototype or sample in colour, material and finish.

6. Colour, stock and quantities

6.1 Where agreed, the Company will attend a press check to match colour to the approved Proof or a nominated Pantone reference. Minor variations in colour, trimming, folding and finishing within accepted commercial printing tolerances do not constitute a defect.

6.2 If a specified stock or material becomes unavailable, the Company may substitute one of equal or better quality after notifying the Client.

6.3 Unless the quotation states otherwise, a variation of up to 5% above or below the quantity ordered is accepted as fulfilment of the order, and the Client will be invoiced for the quantity delivered.

7. Delivery, risk and title

7.1 The Company will deliver Goods to the address or addresses agreed in writing. Delivery dates are estimates, and the Company is not liable for delay caused by late Artwork or approvals by the Client, or by an event described in clause 11, and will use reasonable efforts to ensure that Suppliers and carriers deliver by the estimated date.

7.2 If the Client defers delivery or cannot accept Goods on the agreed date, the Company may, after giving the Client written notice of the applicable storage rate, arrange storage after 7 days at the Client's reasonable cost and risk.

7.3 Risk in the Goods passes to the Client on delivery. Ownership passes only as set out in clause 8.4.

8. Price and payment

8.1 Prices are as stated in the accepted quotation and exclude GST unless stated otherwise. Unless the quotation states otherwise, the price includes standard delivery to one address in the Sydney metropolitan area.

8.2 Payment is due on the terms stated in the quotation or invoice or, if none are stated, within 14 days of the invoice date. The Company may require a deposit of up to 50% before production begins for new clients, large Jobs and custom made items. If the Company cancels a Job other than because of the Client's default, it will refund any deposit, less costs reasonably and actually incurred under clause 4.2.

8.3 If any amount is overdue, the Company may, after giving at least 7 days' written notice, suspend further work and deliveries until it is paid, and the Client must pay the Company's reasonable costs of recovering it.

8.4 Retention of title. Ownership of the Goods remains with the Company until the Client has paid in full for those Goods. Until then, the Client: (a) holds the Goods as bailee for the Company; (b) must keep the Goods in good condition and stored so they can be identified as the Company's property; and (c) may use or resell the Goods in the ordinary course of its business, but must keep the proceeds of sale identifiable and account to the Company for them to the extent of the amount owing for those Goods. The Company's security interest in the Goods extends to their proceeds.

8.5 If the Client does not pay an amount when due, or becomes insolvent, the Company may, after giving at least [2] business days' written notice, recover any Goods that have not been paid for, and the Client must give the Company reasonable access to the Goods during business hours for that purpose. Subject to the PPSA and any restriction imposed by law (including during an administration), the Client grants the Company and its agents a licence to enter premises where the Goods are kept, during business hours, for that purpose.

8.6 PPSA. The Client acknowledges that these Terms create a security interest, including a purchase money security interest, in the Goods and their proceeds under the Personal Property Securities Act 2009 (Cth) (PPSA), which the Company may register on the Personal Property Securities Register (PPSR). The Client must provide any information the Company reasonably requires to register and maintain it, including its ABN, its ACN and, if it acts as trustee, the name and ABN of the trust, and must give the Company at least 7 days' written notice before changing its name, ABN, ACN, trustee, trust details, address or legal structure. To the extent the PPSA allows, the Client waives its right to receive a verification statement under section 157, and, where the Goods are not used predominantly for personal, domestic or household purposes, the parties agree that sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply.

8.7 Further PPSA terms. (a) The Client consents to the Company registering its security interest on the PPSR and must do anything the Company reasonably requires (including providing information and signing documents) to register, perfect and maintain it. (b) The Client must not grant, or allow to exist, any other security interest over the Goods without the Company's prior written consent. (c) To the extent the PPSA allows, the Company and the Client agree not to disclose information of the kind described in section 275(1) of the PPSA, except as required by section 275(7).

9. Defects and liability

9.1 Nothing in these Terms excludes, restricts or modifies any right or remedy of the Client under the ACL or any other law which cannot lawfully be excluded.

9.2 The Client must notify the Company in writing of any defect, damage or shortfall within 14 days of delivery, or within a reasonable time for a defect not reasonably apparent on inspection, and retain the affected Goods for inspection. Variations permitted by clause 6 and errors in an approved Proof are not defects. Notice given after this period does not remove any right or remedy the Client has under the ACL or any other law that cannot lawfully be excluded.

9.3 If a claim is accepted, the Company will, at its option, reprint, replace, credit or refund the affected Goods. Where the Goods or Services are not of a kind ordinarily acquired for personal, domestic or household use, the Company's liability for a failure to comply with a consumer guarantee is limited, to the extent permitted by law, to resupplying the Goods or Services or paying the cost of doing so.

9.4 Subject to clause 9.1 and to the extent permitted by law, the Company's total liability arising from a Job is limited to the price paid or payable for that Job, and neither party is liable to the other for indirect or consequential loss, including loss of profit or revenue. This clause does not limit liability for death, personal injury, fraud or wilful misconduct.

10. Intellectual property and confidentiality

10.1 The Client retains ownership of its Artwork and warrants that it is entitled to use it and that printing it will not infringe the rights of any person or contravene any law. The Client indemnifies the Company against any claim by a third party, and the reasonable costs of responding to it, arising from Artwork supplied by or on behalf of the Client, except to the extent caused by the Company. The Company must promptly notify the Client of any such claim, allow the Client to conduct its defence at the Client's cost, and not settle it without the Client's consent (which must not be unreasonably withheld).

10.2 Designs, dielines, prototypes and paper engineering created by the Company remain its property until the relevant Job is paid for in full, after which the Client may use them for its own purposes.

10.3 Each party must keep confidential the other's information that is not publicly available, including unpublished Artwork and pricing, and use it only for the Job. The Company may disclose information to Suppliers only as needed to complete the Job, and will not display a completed Job as an example of its work without the Client's consent. Personal information is handled in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles and credit reporting requirements to the extent they apply to the Company, and may be disclosed as described in the Company's privacy policy.

10.4 The Company collects personal information only as needed to quote for, supply and invoice Jobs, to manage accounts, to register and manage security interests on the PPSR and, unless the person has opted out, to send information about the Company's services. It is collected through the Contact Us form on the Company's website, from enquiries and orders, from credit account applications, and from trade references and commercial credit information about the Client that the Client authorises. The

Company does not store the Client's bank account or card details. Invoices and payments are processed through Xero (xero.com), which handles that information under its own privacy policy. The Company's privacy policy is published at starprintsolutions.com.au and is available on request.

11. Force majeure

11.1 Neither party is liable for delay or failure to perform (other than payment) caused by an event beyond its reasonable control. If the event continues for more than 30 days, either party may cancel the affected Job by written notice, and the Client must pay for work performed to that date.

12. Disputes

12.1 The parties must attempt in good faith to resolve any dispute within 14 days of written notice of it, and may then refer it to mediation, including through the NSW Small Business Commissioner, before commencing proceedings, except where urgent relief is required.

13. General

13.1 These Terms are governed by the law of New South Wales, and the parties submit to the non-exclusive jurisdiction of its courts.

13.2 The accepted quotation, these Terms and, for a Client with a credit account, the Credit Conditions and any Guarantee and Indemnity form the entire agreement for a Job. If they are inconsistent, the accepted quotation prevails as to price, specifications and delivery, the Credit Conditions prevail as to credit and payment, and otherwise these Terms prevail. Amended Terms apply only to quotations issued after a copy is provided to the Client.

13.3 The Company may engage Suppliers to perform any part of a Job and remains responsible to the Client for it, subject to the limits in clause 9. Any invalid provision is to be read down or severed, and the rest continues in force.

13.4 Notices may be given by email to the address most recently provided by the receiving party. These Terms may be accepted and signed electronically, in accordance with the Electronic Transactions Act 2000 (NSW). A guarantee or other document that must be witnessed must be signed in the manner stated in that document.

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The Client acknowledges that it has read and accepts these Terms and Conditions of Trade, which apply to all quotations and orders between the Client and Star Print Solutions Pty Ltd.

Signed for the Client

COMPANY NAME	ABN

NAME	POSITION

SIGNATURE	DATE

Signed for Star Print Solutions Pty Ltd ABN 43 600 127 759

NAME	POSITION
David Flynn	**Director**

SIGNATURE	DATE