

**Our prints are intended to be used indoors. If you are considering an external or wet area application, please [contact us](#).**

## 1. APPLICATION

**1.1** These are the terms on which Prints on Glass agrees to supply goods to its customers. If Prints on Glass accepts an order to supply goods, it is subject to these terms which bind the Customer upon acceptance of that Customer's order, regardless of whether it has been signed by them.

## 2. INTERPRETATION

**2.1 Definitions:** In these Terms, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in New South Wales are open for business.

**Collateral:** has the meaning given to it in the PPS Law.

**Contract:** the contract between Prints on Glass and the Customer for the sale and purchase of the Goods in accordance with these Terms, the Schedule, the Credit Application, Deed of Guarantee, Display Agreement the Order and price list where applicable.

**Customer:** the person or organization who purchases Goods and/or Services from Prints on Glass.

**Delivery Location:** means the location specified in the Order or if not specified then Prints on Glass's address.

**Due Date:** means 30 days after the date of Prints on Glass's invoice.

**Force Majeure Event:** any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, natural disasters or default of suppliers or subcontractors.

**Goods:** the goods (or any part of them) set out in the Order or otherwise purchased from Prints on Glass.

**Insolvency Event:** means becoming externally administered, having a controller, receiver, administrator or liquidator appointed, having a winding up order made and for a non-corporate means becoming the subject of a bankruptcy petition or order.

**Interest Rate:** means 16% per annum

**IP** means trademarks, patents, copyrights and/or other intellectual property rights.

**Order:** means:

- (a) the Goods Order Confirmation issued by Prints on Glass, or
- (b) if Prints on Glass has not issued an Order Confirmation, the Customer's purchase order for the Goods expressly accepted by Prints on Glass; or
- (c) the Goods order entered by Prints on Glass into Prints on Glass's Electronic Data Interchange system and confirmed by that system.

**PPS Law** means the Personal Property Securities Act 2009 (Cth).

**Prints on Glass** is a trading name of The Print Facility Pty Ltd (ABN 86 966 892 573).

**Services:** the services (or any part of them) set out in the Order or otherwise provided by Prints on Glass.

**Specification;** each product supplied by Prints on Glass (the Goods) may from time to time have a Prints on Glass Specification setting out minimum standards for dealing with and handling that product or pertaining to a product or service supplied by Prints on Glass.

**Warranty Period** means 7 years for memorial or headstone products, 3 years for kitchen splashbacks and 1 year for all other products and product applications.

**2.2 Construction:** In these Terms, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (d) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(e) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(f) A reference to **writing** or **written** includes faxes and e-mails.

(g) Any term implied by statute is negated or excluded to the full extent permitted. However nothing in these Terms shall be taken or read to limit or exclude a mandatory statutory provision.

(h) To the extent that any clause in the Terms is construed by a Court or Tribunal of competent jurisdiction to be in conflict with a mandatory statutory provision, then that clause shall be first read down or have its meaning confined to the extent necessary to comply and if that is not possible then any limit or restriction within the clause shall be reduced or increased to the minimum extent required to comply and if that is not effective then the offending portion of such clause shall be severed from these Terms and deemed to be deleted to the minimum extent required to comply, and the validity and enforceability of the other provisions of the Contract shall not be affected.

### 3. BASIS OF CONTRACT

**3.1** This Contract comprises these terms and excludes any other terms that might be incorporated or implied by trade, custom, practice, course of dealing or statute (unless the statute prohibits their exclusion). The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Prints on Glass which is not set out in these Terms.

**3.2** Any samples, drawings, descriptive matter, or advertising provided by Prints on Glass and any descriptions or illustrations contained in Prints on Glass's catalogues or website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

**3.3** The Order constitutes an offer by the Customer to purchase the Goods or Services in accordance with these Terms. The Customer is responsible for ensuring that the terms of the Order are complete and accurate prior to their sign off via Prints on Glass's webstore or by email.

**3.4** The Order is accepted if Prints on Glass issues a written acceptance of the Order or delivers the Goods or Services or part of them. If Prints on Glass issues a conditional acceptance that is acknowledged, the Order is as modified in the conditional acceptance.

**3.5** Prints on Glass has the right to refuse supply of Goods and Services at its discretion.

**3.6** A quotation for the Goods or Services given by Prints on Glass shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue, unless otherwise expressly stated in the quotation.

**3.7** The Customer must provide Prints on Glass with the highest resolution original image available but in any event not less than 150dpi and accepts that the quality of the Goods is dependent on the resolution of the image that the Customer has provided.

**3.8** The Customer must provide Prints on Glass with all the information required by Prints on Glass and all available plans and drawings at Prints on Glass' request, to assist Prints on Glass' preparation of a quotation.

**3.9** The Customer warrants that the Customer purchases all Goods from Prints on Glass for the purposes of using them as a consumer and not for the purposes of re-supplying them or using or transferring them in trade or commerce.

#### **4. GOODS AND IP**

**4.1** The Goods are as described in the Order.

**4.2** The Customer acknowledges that Prints on Glass is the IP proprietor of the Goods and Services and that the Customer does not acquire any right or interest in the IP associated with the Goods and/or created by Prints on Glass.

**4.3** The Customer warrants that it owns the rights to any images supplied to Prints on Glass and that those images do not infringe a third party's copyright.

**4.4** The Customer warrants that the Goods will not be misrepresented in any way to the detriment of Prints on Glass as to their origin, quality, function or otherwise. IP in the Goods and related materials shall remain with Prints on Glass. Nothing contained in these terms shall give the Customer any right, title, interest in or licence to use any IP except as granted expressly in writing by Prints on Glass.

**4.5** Prints On Glass has the right to use or re-use any image supplied to Prints on Glass by the Customer for promotional or similar purposes, re-sale of goods and services in default of payment by the Customer and mitigation or recovery of loss occasioned by non-payment or other breach on the part of the Customer.

**4.6** The Customer agrees that damages alone are inadequate to remedy a breach and that Prints on Glass is entitled to injunctive relief to prevent further breach, including on an interlocutory basis.

**4.7** The Customer shall treat as confidential all information, data, drawings, specifications, price lists, samples and documentation supplied by Prints on Glass relating to the Goods, and shall not disclose same to any third party without Prints on Glass's prior written consent.

**4.8** Prints on Glass may amend a Specification at any time.

**4.9** The Customer may vary an Order at any time prior to production of the Goods, subject to an additional cost being charged to the Customer.

**4.10** The Customer indemnifies Prints on Glass against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all legal and other professional costs and expenses) suffered or incurred by Prints on Glass in connection with any claim made against Prints on Glass for actual or alleged infringement of a third party's IP rights arising out of or in connection with the Customer's use of the Goods or any image or any breach by the Customer of the terms of this Contract. This clause 4.10 shall survive termination of the Contract

## 5. DELIVERY

**5.1** Prints on Glass shall arrange delivery of available Goods within 7 days' of production of the Goods. Goods that are not available at that date will be placed on back order.

**5.2** Final artwork will be deemed delivered at the time it is emailed to the Customer or uploaded by the Customer to a nominated ISP.

**5.3** Prints on Glass shall accompany each delivery of the Goods or Services with a delivery note for the Customer to sign which shows the date of the Order, any relevant Customer reference number, the type and quantity of the Goods (including the code number of the Goods, where applicable) or Services, and, if the Order is being delivered by instalments, the outstanding balance of Goods or Services remaining to be delivered. Prints on Glass will also advise if it requires the Customer to return any packaging materials in which case the Customer shall return them at Prints on Glass' expense.

**5.4** Prints on Glass shall deliver the Goods to the Delivery Location and delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location, unless the Customer has organised that it will collect the Goods from one of Prints on Glass' office locations. If this is the case, delivery of the Goods shall be completed upon the Customer's collection of the Goods and signature of a delivery note.

**5.5** The Customer must ensure that the Delivery Location is accessible and that there is an elevator if the installation area requires passage over more than two flights of stairs. .

**5.6** Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Delay in delivery shall not entitle the Customer to cancel an Order or refuse delivery or render Prints on Glass liable for loss or damage sustained by the Customer as a result of the delay. Prints on Glass shall not be liable for any delay or failure in delivery of the Goods that is caused by a third party supplier, freight delay, printer availability, plant capacity, a Force Majeure Event or the Customer's failure to make payment or provide Prints on Glass with adequate delivery instructions or any other information relevant to the supply of the Goods or Services.

**5.7** If Prints on Glass fails to deliver the Goods or Services, its liability, if any, shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods or services of similar description and quality in the cheapest market available, less the price of the Goods or Services.

**5.8** If the Customer fails to accept delivery of the Goods within 3 Business Days of Prints on Glass notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Prints on Glass's failure to comply with its obligations under the Contract:

**(a)** delivery of the Goods shall be deemed to have been completed at 9 am on the fifth Business Day after the day on which Prints on Glass notified the Customer that the Goods were ready; and

**(b)** Prints on Glass shall be entitled to store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

**5.9** If 14 Business Days after the day on which Prints on Glass notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Prints on Glass may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price paid by the Customer for the Goods or charge the Customer for any shortfall below the price of the Goods.

**5.10** Prints on Glass may deliver the Goods by instalments, which may be invoiced separately. In that case each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 6. QUALITY

**6.1** Subject to clause 6.2, if:

**(a)** the Customer gives notice in writing to Prints on Glass (together with a photograph) during the Warranty Period (if any) and within 72 hours' of discovery that some or all of the Goods are defective;

**(b)** Prints on Glass is given a reasonable opportunity of examining such Goods; and

**(c)** the Customer (if asked to do so by Prints on Glass) returns such Goods to Prints on Glass's place of business at the Customer's cost, Prints on Glass shall, at its option, repair or replace the defective Goods

**6.2** Prints on Glass shall not be liable for defective Goods or Services under clause 6.1 in any of the following events occur:

**(a)** the image provided by the Customer was too low a resolution and Prints on Glass advised the Customer of this prior to the Customer placing an Order;

**(b)** the Customer makes any further use of such Goods after giving notice in accordance with clause 6.1;

**(c)** the defect arises because the Customer failed to follow the Specification or the written or oral instructions from Prints on Glass as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

**(d)** the Customer alters or repairs such Goods without Prints on Glass's written consent;

**(e)** the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

**(f)** the Goods or Services differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

**6.3** The Customer must examine the Goods immediately after delivery and Prints on Glass shall not be liable for any error, shortage or damage unless Prints on Glass receives details in writing within 7 days of the date of delivery.

**6.4** Except as provided in this clause 6 or by law, Prints on Glass shall have no liability to the Customer in respect of the Goods or Services.

**6.5** Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

**6.6** These Terms shall apply to any repaired or replacement Goods supplied by Prints on Glass.

## **7. TITLE AND RISK**

**7.1** The risk in the Goods (including the risk of loss or damage) shall pass to the Customer upon delivery in accordance with these terms.

**7.2** Title to the Goods shall not pass to the Customer until Prints on Glass has received payment in full (in cash or cleared funds) for:

**(a)** the Goods;

**(b)** any other goods or Services that Prints on Glass has supplied to the Customer in respect of which payment has become due; and

**(c)** any other indebtedness by the Customer to Prints on Glass.

**7.3** Until title to the Goods has passed to the Customer, the Customer shall:

- (a)** hold the Goods on a fiduciary basis as Prints on Glass's bailee;
- (b)** store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Prints on Glass's property;
- (c)** not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d)** maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e)** notify Prints on Glass immediately if it becomes subject to any Insolvency Event; and
- (f)** give Prints on Glass such information relating to the Goods as Prints on Glass may require from time to time.

**7.4** The Customer hereby irrevocably grants to Prints on Glass, its agents and servants an unrestricted right and licence to enter premises occupied by the Customer without notice to inspect, identify and/or remove any of the Goods to which Prints on Glass is entitled.

**7.5** If before title to the Goods passes to the Customer the Customer becomes subject to any Insolvency Event, or Prints on Glass reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been irrevocably incorporated into another product, and without limiting any other right or remedy Prints on Glass may have, the Customer's right to dispose of the Goods may be revoked and Prints on Glass may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **8. PPS LAW**

**8.1** This clause applies to the extent that the PPS Law operates in relation to any security interest under this Contract including under clause 7.

**8.2** The security interest under clause 7 is a purchase money security interest (PMSI) and the Customer agrees that all Collateral which is at any time subject to Prints on Glass's security interest secures its own purchase price.

**8.3** In addition and without limiting what other amounts are secured, the Customer agrees that to the extent permitted under the PPS Law, all Collateral which is at any time subject to Prints on Glass's security interest, secures the purchase price of all collateral supplied to the Customer.

**8.4** Money paid by the Customer must be applied in the following order:

- (a)** to obligations that are not secured, in the order in which those obligations were incurred;
- (b)** to obligations that are secured, but not by PMSIs, in the order in which those obligations were incurred; and then
- (c)** to obligations that are secured by PMSIs, in the order in which those obligations were incurred.

**8.5** The Customer must do anything including signing documents or obtaining consents, which Prints on Glass requires to ensure Prints on Glass's security interest is enforceable and perfected under the PPS Law so as to enable Prints on Glass to gain first priority or such other priority as Prints on Glass agrees. The Customer gives Prints on Glass an irrevocable power of attorney to do anything Prints on Glass considers the Customer should do under this clause.

**8.6** To the extent permitted by the PPS Law, the provisions listed in section 115 of the PPS Law are contracted out of by these terms to the extent that they require or restrain action by Prints on Glass,

**8.7** The Customer waives its right to receive a verification statement under section 157 of the PPS Law.

**8.8** For the purposes of section 275(6) of the PPS Law, neither Prints on Glass nor the customer must disclose information of the kind that can be requested under section 275(1).

## **9. PRICE AND PAYMENT**

**9.1** The price of the Goods or Services shall be the price set out in the Order, or, if no price is quoted and the Goods are standard products (not custom), the price set out in Prints on Glass's published price list in force online as at the date of delivery. Prints on Glass's price list shall be subject to change without notice. The Customer is deemed to have notice of the content of Prints on Glass's applicable price list at all times and may request a hard copy of the applicable price list at any time. Pricing for non-standard products will be specified by way of quotation, valid for 30 days.

**9.2** After an Order is made, Prints on Glass may, by giving notice to the Customer at any time before delivery, increase the price of the Goods or Services to reflect any increase in the cost of the Goods or Services that is due to:

- (a)** any factor beyond Prints on Glass's control (including foreign exchange fluctuations, increases in freight charges, taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b)** any request by the Customer to change the delivery date(s), quantities or types of Goods or Services ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give Prints on Glass adequate or accurate information or instructions.

**9.3** Unless otherwise agreed, the price of the Goods or Services is exclusive of any costs and charges of packaging, insurance and transport of the Goods, which may be invoiced to the Customer.

**9.4** The price of the Goods or Services is exclusive of amounts in respect of goods and services tax (GST) unless expressed otherwise. The Customer shall, on receipt of a tax invoice from Prints on Glass, pay to Prints on Glass such additional amounts in respect of GST as are chargeable on the supply of the Goods or Services.

**9.5** The prices of the Goods or Services are exclusive of the preparation by Prints on Glass of the Specification (if applicable) and Prints on Glass is entitled to charge for the time spent on a time basis for preparation and/or modification of the Specification at the hourly rate Prints on Glass discloses to the Customer before undertaking preparation of the Specification.

**9.6** Unless the Customer is approved in writing by Prints on Glass for credit, the Customer must pay all amounts due for the Goods or Services on or before delivery.

**9.7** If the Customer is approved by Prints on Glass for credit, Prints on Glass may invoice the Customer for the Goods on or at any time after the completion of delivery.

**9.8** If credit is given, the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Prints on Glass, by cash or cheque or by credit card. Time for payment is of the essence.

**9.9** If the Customer fails to make any payment due to Prints on Glass in full by the Due Date for payment, then the Customer shall pay interest on the overdue amount at the Interest Rate. Such interest shall accrue on a daily basis and compound monthly from the Due Date until the date of actual payment of the overdue amount in full, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. Payments made shall be credited first against any interest charge.

**9.10** The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Prints on Glass in order to justify withholding payment of any such amount in whole or in part. Prints on Glass may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Prints on Glass to the Customer.

**9.11** Prints on Glass shall be entitled to recover from the Customer all legal and enforcement costs and expenses incurred in taking action against the Customer to recover monies or goods or otherwise enforce these terms on an indemnity basis.

## 10. TERMINATION

**10.1** Prints on Glass is entitled to terminate the Contract with immediate effect and cancel any existing orders by notice to the Customer if:

- (a)** the Customer fails to pay in full the payment due under an Order by the Due Date for payment;
- (b)** the Customer breaches a material term of the Contract and the breach is not capable of remedy or, if the breach is capable of remedy, the Customer fails to rectify that breach within 7 days of receipt of a notice from Prints on Glass requiring it to do so;
- (c)** if, in Prints on Glass's opinion, the Customer brings the Goods, Prints on Glass or a trademark proprietor into disrepute;
- (d)** the Customer fails to obtain Prints on Glass's consent for any use of IP associated with the Goods, or fails to comply with a demand from Prints on Glass that it withdraw any use of IP associated with the Goods;
- (e)** the Customer becomes subject to any Insolvency Event; or
- (f)** the Customer breaches a material term of any licence, permit, authorisation or law relating to the use of the Goods.

**10.2** Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect, including but not limited to clause 4.

## 11. LIMITATION OF LIABILITY

**11.1** Any term implied by statute is negated or excluded to the full extent permitted however nothing in these Terms shall be taken or read to limit or exclude a mandatory statutory provision.

**11.2** Subject to clause 11.1

**(a)** Prints on Glass shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by Prints on Glass, its employees, agents or subcontractors) or any other matter in respect of which it would be unlawful for Prints on Glass to exclude or restrict liability; and

**(b)** Prints on Glass' total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by Prints on Glass, its employees, agents or subcontractors shall not exceed the price of the Goods supplied.

**11.3** Where the Australian Consumer Law applies to transactions between Prints on Glass and the Customer, then Prints on Glass's liability to the Customer shall be limited to:

**For Goods:**

- (a)** the replacement of the Goods or the supply of equivalent Goods;
- (b)** the cost of replacing the Goods or acquiring equivalent Goods;
- (c)** repair of the Goods; or
- (d)** the cost of having the Goods repaired For Services:
- (e)** supplying the Services again; or
- (f)** payment of the cost of having the Services supplied again in each case as reasonably determined by Prints on Glass.

**12. FORCE MAJEURE**

Prints on Glass shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

**13. GST**

**13.1** If Prints on Glass makes a taxable supply under GST law then unless it is clear that the consideration quoted or agreed by Prints on Glass includes GST, the Customer must reimburse Prints on Glass the amount of any GST payable by Prints on Glass in respect of that supply, provided that Prints on Glass provides a tax invoice.

**14. GUARANTEE AND INDEMNITY**

**14.1** The Guarantor(s), if any identified in the Schedule, unconditionally and irrevocably guarantee(s) to Prints on Glass the due and punctual payment on demand and in full of all sums of money including the price, interest, costs and damages which become due and owing by the Customer under the Contract and also indemnify(ies) Prints on Glass against all losses and costs incurred as a result of each and every breach of the Customer.

**14.2** This guarantee and indemnity is continuing and joint and several and is a principal obligation. The Guarantor(s)'s liability is absolute and shall not be affected by any other matter, indulgence, transaction, waiver, release, liquidation, lack of authority, power, delay, compromise or other arrangement granted to the Customer by Prints on Glass.

**14.3** This guarantee and indemnity is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to Prints on Glass by the Customer under the Contract. It shall not be terminated by the bankruptcy or death of the Guarantor(s) or the liquidation of the Customer.

**14.4** This guarantee and indemnity is freely assignable or transferable by Prints on Glass.

## **15. GENERAL**

### **15.1 ASSIGNMENT AND SUBCONTRACTING**

**(a)** Prints on Glass may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

**(b)** The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without Prints on Glass's prior written consent.

### **15.2 NOTICES**

**(a)** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid post, recorded delivery, commercial courier, fax or email.

**(b)** A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, at the time of transmission.

**(c)** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### **15.3 SEVERANCE**

**(a)** If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

**(b)** If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**15.4 WAIVER** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**15.5 ALTERNATIVE DISPUTE RESOLUTION** The parties to the Contract must meet and undertake genuine and good faith negotiations with a view to resolving a dispute or difference that arises under this Contract.

**(a)** The parties must then attempt to settle by mediation before resorting to arbitration, litigation or any other formal dispute resolution procedure. The cost of alternative dispute resolution will be met equally by the parties.

**15.6 THIRD PARTY RIGHTS** A person who is not a party to the Contract shall not have any rights under or in connection with it.

**15.7 VARIATION** Except as set out in these Terms, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Prints on Glass.

**15.8 GOVERNING LAW AND JURISDICTION** These Terms will be governed by and construed according to the law of New South Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts and tribunals of that State.