



Exceed Digital Pty Ltd
ABN. 99-112-161-298

Business Terms:

As of and effective from December 2024

A copy of our Business Terms is also available on our website or upon written request.

1. QUOTATION

1.1 Any price quoted by Exceed Digital ('Price') is firm for 30 days. If the Customer does not order within that period, Exceed Digital may vary the Price.

1.2 The Customer must pay any increase in postage costs payable to Australia Post arising after the date of the quotation.

2. CONTRACT FORMATION

2.1 By placing an order, the Customer acknowledges that the quotation on which that order is based correctly sets out all the Customer's written and oral instructions.

2.2 If a customer submits an order that includes terms or conditions that conflict with Exceed Digital's Terms & Conditions, Exceed Digital's acceptance of the order does not mean it agrees to those conflicting terms. Instead, by accepting the order, Exceed Digital is making a counteroffer, stating that the contract will only be based on Exceed Digital's Terms & Conditions, not the customers.

2.3 Acceptance by the Customer of the performance of its order by Exceed Digital constitutes conclusive evidence of its acceptance of these Terms & Conditions. This acceptance need not otherwise be communicated by the Customer to Exceed Digital.

2.4 The agreement formed by acceptance by the Customer of these Terms & Conditions may be altered only in writing and signed by both parties.

3. CANCELLATION AND ALTERATION

3.1 Orders cannot be altered or cancelled except with the written consent of Exceed Digital

3.2 The Customer must pay Exceed Digital for all work performed and materials used or specially obtained by Exceed Digital for the Customer either in the event of cancellation of an order with the written consent of Exceed Digital or in the event of any alteration to an order with the written consent of Exceed Digital.

3.3 Notwithstanding clause 1.1, Exceed Digital shall be entitled to vary the Price by way of increase or decrease should the Customer make any alteration to its order after the formation of the agreement between the parties per clause 2.

4. CUSTOMER PROPERTY

4.1 Unless otherwise agreed in writing:

(a) Exceed Digital will not be liable for any loss or damage of whatever kind to property of the Customer and property and materials supplied to Exceed Digital by or on behalf of the Customer (including goods in transit) ('Customer Property') however occurring; and

(b) Exceed Digital is not obliged to insure Customer Property.

4.2 Exceed Digital may charge the Customer additional amounts for handling or storing Customer Property.



4.3 The Customer warrants that the work to be performed by Exceed Digital and the Customer Property will not include any material that is defamatory, that infringes any rights of any third party (including any copyright or confidential information) or that is of a type considered by Australia Post or any other transit provider to be hazardous or prohibited material.

4.4 Exceed Digital accepts the Customer Property for performing the work on the condition the Customer gives Exceed Digital a general lien over the Customer Property (and any documents relating to the Customer Property) for all amounts due by the Customer to Exceed Digital (whether under these Terms & Conditions or otherwise). If any amount is not paid by the Customer, Exceed Digital may sell the Customer Property subject to the lien by public auction or private treaty without notice to the Customer in satisfaction of the amounts due.

5. PERFORMANCE DATE AND DELAYS

5.1 The Customer acknowledges that although Exceed Digital will use its reasonable efforts to meet any date for printing, processing, mail delivery, distribution or performance of any other obligation specified in the quotation, Exceed Digital cannot warrant that it will meet any of those dates.

5.2 Exceed Digital will not be responsible for any delays, poor quality in printing or any failure to perform if in Exceed Digital's reasonable opinion the material supplied by the customer for printing and mailing are not of the correct size or quality.

5.3 Exceed Digital's obligations to perform under these Terms & Conditions will be extended for the duration of any delay arising from a cause outside Exceed Digital's control, including but not limited to, strikes, industrial disputes, governmental interference, transport delays, late delivery of the Customer's materials, unavailability of materials, breakdown of equipment, fire, flood, earthquake and accident.

6. AUSTRALIA POST IMMUNITY AND CUSTOMER INDEMNITY

6.1 Exceed Digital is required by Australia Post to indemnify it against any loss or damage suffered by it due to any action, proceeding, claim, demand or prosecution arising out of the performance, whether negligent or otherwise, by Australia Post, of any of its obligations. Consequently, the Customer agrees not to commence any such action, proceeding, claim, demand or prosecution against Australia Post.

6.2 The Customer will indemnify Exceed Digital in respect of all losses, costs (including legal costs on an indemnity basis) or damages (whether direct, indirect, special or consequential) incurred by Exceed Digital arising in any way out of a breach of clause 6.1 or the warranties contained in clauses 4.3 and 7.3.

7. CONFIDENTIALITY AND PRIVACY

7.1 The Customer must keep all confidential information disclosed by Exceed Digital to the Customer.

7.2 The Customer acknowledges that it has no interest in the confidential information in clause 7.1.

7.3 The Customer warrants that:

- (a) it will observe all applicable laws (including, but not limited to, the Privacy Act 1988 (Cth)) relating to any personal information Exceed Digital is to collect, use and disclose on behalf of the Customer and that it will obtain all necessary consents for such collection, use and disclosure;
- (b) it will ensure any personal information provided to Exceed Digital is accurate, complete and up-to-date;
- (c) where Exceed Digital is responsible for ongoing maintenance of personal information provided by the Customer, it will promptly notify Exceed Digital of any amendments to that personal information, including any requests by individuals not to receive any further communications, and
- (d) It will take all reasonable steps to ensure that individuals are aware that information about them will be disclosed to Exceed Digital for direct marketing purposes, including making such disclosures reasonably requested by Exceed Digital.

8. SUB-CONTRACTS

8.1 Exceed Digital may arrange for the performance by a third party of part or all its obligations under these Terms & Conditions without the Customer's consent.



8.2 Where Exceed Digital arranges for the performance of any work by a third party, Exceed Digital, in arranging that work, will act as an agent for the Customer and, subject to any written directions of the Customer, may bind the Customer to terms and conditions for having the work carried out as Exceed Digital reasonably sees fit. The Customer will indemnify Exceed Digital for the full cost of any work arranged.

8.3 Exceed Digital will not be responsible for any failure or breach by any third-party contractor appointed under this clause 8 but Exceed Digital must give all assistance at the request and cost of the Customer that is reasonably necessary for the Customer to pursue any claim against and to recover from that third party.

9. PAYMENT TERMS

9.1 Exceed Digital will invoice you an interim before work is completed or a final bill on completion of work for those customers holding trading accounts with Exceed Digital. The customer must pay all Processing Invoices within 14 days of the invoice date.

Those non-account holder customers must pay their invoice either at the start of the job, on a pick or before the job is dispatched or in the case of artwork design, before the final artwork is emailed, mailed or any other devices.

9.2 Exceed Digital will invoice the Customer for postage costs plus a postal service charge based on the postage costs ('Postage Invoice'). The customer must pay all Postage Invoices within 7 days of the invoice date. 10% weekly interest will apply to the postage amount if not paid after the 7th day

9.3 Exceed Digital web2 print shop: All payments are prepaid by credit card (Visa, MasterCard, Debit or Credit) using our online payment gateway. Once orders are placed, they cannot be cancelled or deleted from our automated system. You need to contact our customer service staff at info@exceeddigital.com.au or call during business hours 8.30am to 5.00pm on 02 9955 7666.

9.4 The Customer must pay all taxes, duties and other government charges payable or other amounts to be levied regarding work performed by Exceed Digital (including GST, delivery and insurance charges).

9.5 Exceed Digital is not obliged to perform its obligations if the Customer breaches these Terms & Conditions.

9.6 Notwithstanding anything herein contained, the property in the goods and services provided or performed by Exceed Digital shall not pass to the Customer until the Price is paid to Exceed Digital. The Customer acknowledges that he holds the goods and services as bailee of Exceed Digital until payment of the Price. Exceed Digital shall, at its absolute discretion, be entitled but not obliged to re-take possession of the goods and services if payment is not made per these Terms & Conditions.

9.7 If any amount is unpaid 14 days after the date on the invoice, we may take any or all the following steps:

- (a) Charge you interest (which will accrue from day to day) from that date until the date of actual payment at the rate specified by the Reserve Bank of Australia as the Cash Rate Target on the date of the bill increased by 2 percentage points;
- (b) Immediately suspend work on any or all your matters and inform you that we have done so;
- (c) Retain custody of any work or property that is Exceed Digital that has not been paid for.
- (d) If payment is not made after 30 days, Exceed Digital may take the following action to recover any late payment or bad debt. Charges late payment fees at rate, interest, legal and recovery costs, including any cost to Exceed Digital, payable commission and any other cost associated with recovering the late payment as defined within the Terms of Trade for any accounts not paid within the agreed credit terms.

10. Payment methods

10.1 Exceed Digital except payments by electronic funds transfer (EFT), Credit Cards (Visa, MasterCard, Debit or Credit)

10.2 Credit Card Payments is an automated system that processes payments. Ensure pop-up blockers are disabled, and avoid refreshing the page or using the back button during payment. Card payment will incur a 2.2% surcharge for each payment.



Important: If you encounter issues, contact us immediately at info@exceeddigital.com.au or call during business hours 8.30am to 5.00pm on 02 9955 7666.

11. Pre-Press/Artwork, Print and Finishing

11.1 Exceed Digital web2print shop does not offer colour matching for business cards. Colour variations may occur due to differences in press runs, materials, or finishes. We will not reprint orders due to colour discrepancies.

Avoid using our online web2print shop if exact colour matching is critical. Please contact our customer service staff at info@exceeddigital.com.au or call during business hours, 8.30am to 5.00pm, on 02 9955 7666, with any questions.

11.2 Overprinting and trapping issues remain the responsibility of the artwork creator. Our system processes files as supplied, without adjustments for overprint settings.

11.3 Exceed Digital web2print shop accepts no responsibility for non-print-ready files, including those with:

- Spot colours
- RGB elements
- Non-CMYK colour spaces

Please contact our customer service staff at info@exceeddigital.com.au or call during business hours, 8.30am to 5.00pm on 02 9955 7666.

11.4 All files are processed as CMYK, and we do not alter or manipulate artwork except in the case of necessary adjustments to ensure printability

11.5 Please refer to our Print Specifications Guide before submitting High-Resolution PDF files, as trimming may vary by up to ± 3 mm due to automated cutting systems. Ensure artwork includes 3-5mm bleed and that key content is positioned at least 3-5mm from the trim line.

12. Printing/Finishing

For foil stamping, embossing, die-cutting, spot colour printing, or other specialised printing or finishing. Please request a custom quote for these services before submitting your order. Please get in touch with our customer service staff by email info@exceeddigital.com.au or by phone 02 9955 7666

12.1 Trimming may vary by up to ± 3 mm due to automated cutting systems. Ensure artwork includes 2-3mm bleed and that key content is positioned at least 3-5mm from the trim line.

13. Dispatch and Freight

13.1 Exceed Digital is not liable for production or delivery delays caused by internal or third-party issues. We also assume no responsibility for any associated losses or legal claims resulting from such delays.

13.2 Inspect goods immediately upon delivery. Note any damages on the courier's docket. We will not reprint goods signed for without a notation of damage.

13.3 Delivery details must be complete and accurate. Incomplete or incorrect addresses leading to failed deliveries will incur re-delivery fees. These charges will be billed to the client.

13.4 Clients authorising couriers to leave packages without a signature assume responsibility for any loss or damage to the goods

14. EXCLUSION AND LIMITATION OF LIABILITY

14.1 Although Exceed Digital will use its reasonable efforts to provide the work specified in the quotation, the Customer acknowledges that Exceed Digital cannot warrant that work can be performed as specified free from error.

14.2 Exceed Digital excludes all implied conditions and warranties except any implied condition or warranty, the exclusion of which would contravene any statute or cause this clause to be void ('Non-excludable Condition'). Exceed Digital's liability to the Customer for breach of any Nonexcludable Condition (except an implied warranty of title) is limited to:



- (a) supplying again the services in respect of which the breach occurred or
- (b) supplying, replacing or repairing the goods in respect of which the breach occurred.

14.3 Exceed Digital shall not be liable for any loss of goodwill or reputation or damage to the customer's business attributable to any act or omission by Exceed Digital or its employees, contractors or agents.

10.4 All claims made by the Customer shall be barred unless such claim is written and made within 7 days of the date of performance by Exceed Digital. The failure by the Customer to claim within the stipulated time shall be conclusive evidence that Exceed Digital conformed with the Order in terms of both quality and quantity.