

TERMS AND CONDITIONS

1 GENERAL

- 1.1 These terms and conditions shall be incorporated into any contract by Design Edge for the supply of goods and services, including but not limited to component parts, assembled products, labels, printed matter, folders, binders and design services including drawings, designs, artwork and electronic files for screen-based and printed media. To the extent that these terms and conditions are inconsistent with any terms and conditions relied upon by the customer, then the inconsistent terms and conditions of the customer shall be void and have no effect. The term "the goods and services" where appearing in these terms and conditions shall include those goods and services for which a price is quoted by Design Edge to the customer and shall include any plans, designs, specifications, text, images or instructions supplied by the customer.
- 1.2 This agreement shall be deemed to have been made in New South Wales.
- 1.3 The waiver by Design Edge of any term, condition or obligation of this agreement shall be deemed to be a continuing waiver of the term, condition or obligation. It will have no effect unless contained in writing signed by Design Edge.
- 1.4 This agreement may be terminated by Design Edge at any time by posting a written notice from Design Edge to the customer and on the posting of such notice this agreement shall be at an end.
- 1.5 This agreement shall not be assigned by the customer without prior written consent of Design Edge.
- 1.6 Design Edge shall be entitled to claim authorship for products, screen-based and printed media made wholly or substantially to our design. The client agrees to give credit where appropriate in all initial press handouts and publicity material. We appreciate the opportunity of viewing such material before publication. The client may not without Design Edge approval use our name in connection with products, screen-based and printed media that have been altered from our design.
- 1.7 These Terms and Conditions of trading will remain in force until all obligations under these Terms and Conditions have been extinguished.

2 PRICE AND PAYMENT

- 2.1 The prices quoted are current at the date of quotation and are firm for 30 days from the date of the proposal. Variations after the date of quotation may be made by Design Edge to the customer's account. Unless otherwise stated all prices are quotes excluding GST.
- 2.2 Property in the goods shall not be passed from Design Edge to the customer until Design Edge has received payment of the goods in full from the customer, notwithstanding the goods have been delivered to the customer. Upon delivery to the customer, its servants, agents or sub-contractors the goods are at the customer's risk. Without full payment for the goods, property ownership shall remain with Design Edge for all goods supplied.
- 2.3 Any default in payment by the customer shall entitle Design Edge to cease any further work being carried out by Design Edge on behalf of the customer and the customer shall be liable to pay to Design Edge the value of any work carried out and all materials provided Design Edge to the date of cessation of the work. Orders entered upon Design Edge books cannot be cancelled without Design Edge prior written consent and upon cancellation the customer shall indemnify Design Edge against loss.
- 2.4 Design Edge shall be entitled in the event of the customer's bankruptcy or

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insolvency or where the customer enters into a scheme or an arrangement with creditors or where the customer is a company and enters into receivership or liquidation, either voluntarily or compulsory, to the return of all the goods if not fully paid for (see Clause 2.2), or, demand the full purchase price of the goods and services payable in cash. Design Edge shall be entitled in default of payment to rescind this agreement and sue the customer for the value of the work completed and the materials provided at the date of demand plus the cost of recovery.

- 2.5 Accounts outstanding for supply of goods and services for a period in excess of 14 days, may, at the discretion of Design Edge be subjected to a charge of 2% interest per month calculated daily from the date of invoice. Design Edge reserves the right to add the cost of debt recovery to an outstanding debt. The cost of debt recovery is subject to the same payment terms as any other outstanding amount.
- 2.6 All goods quoted include bulk packing at reasonable commercial standards. Any special markings, individual packing materials, delivery instructions will be at the customers cost.
- 2.7 Variations requested by the customer shall be charged at the price determined by Design Edge in addition to any other money due.
- 2.8 For design work, work on each stage of the project will be commenced only on the written instructions from the client. We reserve the right to charge 50% of each stage fee at the start of each stage.
- 2.9 For design work, accounts will be rendered at the completion of each stage and should be settled within 14 days of issue. Accounts outstanding for a period in excess of 14 days, may, at the discretion of Design Edge be subjected to a charge of 2% interest per month calculated daily from the date of invoice. We will be under no obligation to proceed to an ensuing stage of the project until all outstanding invoices have been paid in full.
- 2.10 In the event of work being commissioned by an unlimited company, then the client in this case is required to provide a personal guarantee for payment of services as outlined in the proposal.
- 2.11 The copyright of all designs and the rights to Design Registration will be automatically assigned to the client upon completion of work and payment of all fees.
- 2.12 Should Design Edge whilst under commission develop a new technical advancement for which patent(s) are applied for, or in turn granted, unless agreed otherwise, assignment of rights will be transferred to the client upon completion of work and payment of all fees.

3 DISBURSEMENTS

- 3.1 Materials and services costs will be the responsibility of the client. We reserve the right to charge a handling fee at the rate of 20% for these costs which may include travel, accommodation and all out-of-pocket expenses incurred by us during this project.

4 DELIVERY

- 4.1 Delivery charges and insurance will be at the customer's expense.
- 4.2 Design Edge assumes no responsibility or liability for any loss or damage occasioned by reason of delay to supply or inability to deliver caused by Acts of God, fires, tempest, strikes, lock-outs, accidents, embargoes, delays of carriers, delay in supply of materials, insurrection, riots, acts of civil or military authority, variations to awards, or from any other cause which is unavoidable or beyond

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the reasonable control of Design Edge. If delays do occur, the delivery date shall be correspondingly extended.

5 LIABILITY

- 5.1 Design Edge shall be under no liability to the customer for or in respect of any loss (including but not limited to loss of profits and all consequential loss) or damage to property or death or injury to persons caused by any act or omission of Design Edge, its servants or agents or in any way arising from or related to the goods and services, the supply and non-supply or any delay in the supply of the goods and services or performance or non-performance of any kind or service provided for or contemplated by or in pursuance of these terms and conditions and the customer shall hereby indemnify Design Edge against all cost payments, demands and proceedings which may be brought against Design Edge with respect to any such loss, damage, death or injury.
- 5.2 Design Edge will not be liable for damages or other penalties caused by the incorrect collection of goods or inadequate specifications for goods and services given by the customer to Design Edge. It is the customer's responsibility to describe the goods and services so that they are fit for their use. Design Edge accepts responsibility for fitness for purpose only against the original written advice from the customer.
- 5.3 All times suggested for design work for each stage of the project are estimates only and are not meant to, nor shall they be regarded, as a condition of the agreement. We will not be liable for any loss or damage resulting from such estimated time period not being met.
- 5.4 Should the project be postponed or cancelled by the client, then the client shall be liable for our fees, costs and expenses up to the time Design Edge is notified in writing of such cancellation.

6 WARRANTY

- 6.1 Design Edge will remedy without charge to the customer any defects or failures which occur in the goods within 14 days of the date of delivery of the goods which in the opinion of Design Edge is solely attributable to faulty or defective workmanship, materials, or parts provided that the customer shall at his own expense return the goods to Design Edge premises within 10 days of the fault or defect occurring. The customer is only entitled to the benefit of any guarantee given to Design Edge by the supplier of materials and parts and can claim no further costs, loss or damage against Design Edge than that which can be recovered by Design Edge from the supplier of those materials or parts.
- 6.2 The extent of the liability of Design Edge for the loss or damage of the goods or for loss or damage arising or resulting from the use of the goods is limited to the extent provided in this proposal and that provided in any Statute.
- 6.3 All times suggested for each stage of the project are estimates only and are not meant to, nor shall they be regarded, as a condition of the agreement. We will not be liable for any loss or damage resulting from such estimated time periods not being met.

7 INDEMNITY AND DISCLOSURE

- 7.1 The customer shall indemnify Design Edge against any damage or loss suffered by Design Edge arising from the infringement of patent, copyright, design, trademark or original work which arises from Design Edge complying with the customer's design, plans, specifications, text, images or instructions.
- 7.2 Where goods are made to the customer's drawings and/or specifications, no

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responsibility can be accepted for errors or inadequate details provided by the customer resulting in goods not meeting specifications.

8 RETURN AND CREDIT

8.1 The acceptance by Design Edge of the goods returned by the customer shall not ipsofacto entitle the customer to any credit for those goods unless in the opinion of Design Edge the goods are faulty or defective in workmanship or material to such an extent that they cannot be repaired or replaced. Goods will not be accepted for credit unless the goods are accompanied by a form of advice showing Design Edge relevant invoice number, total quantity supplied, quantity rejected and reasons for rejection within 7 days of delivery date. All shortages are to be notified within 24 hours of delivery.

9 DISBURSEMENTS

9.1 For design services, materials and services costs will be the responsibility of the client. We reserve the right, at our discretion, to charge a handling fee at the rate of 20% for these costs which may include travel, accommodation and all out-of-pocket expenses incurred by us during the project.

10 TERMS OF PAYMENT

10.1 14 days unless stated on quotation for particular goods.

11. CANCELLATION

11.1 Should the project be postponed or cancelled by the client, then the client shall be liable for our fees, costs and expenses up to the time we are notified in writing of such cancellation.

12 MODIFICATION

12.1 Any modification or alteration which increases the cost of the product or the cost of the design thereof, may result in supplementary charges. Additional design time will be charged for at our quoted hourly rates.

13 MANUFACTURE

13.1 In letting the contract for the manufacture of the proposed product or part thereof we will act solely as the disclosed agent of the client and will accept no responsibility for the performance by the manufacturer of his obligations under such contract.

14 LIABILITY

14.1 Our liability for any alleged negligence in our design of the product, graphic or website shall not in any event exceed the amount of the design fees charged to or paid by the client. In any event, we will not be liable in any way for the consequential damage which may be caused as a result of any alleged negligence including, without limiting the generality of the foregoing, damage to any person or property resulting from the use of the product or part thereof or damages resulting from loss or production due to malfunctioning of the product or any part thereof.

15 DELAY

15.1 We accept no liability for any delays in or changes to delivery schedules forced by accident, fires, strikes, floods, embargos, Civil or Military authorities, insurrections or riots, civic commotion, state of war or any contingency beyond its control.