

## STANDARD TERMS & CONDITIONS

ARTSPEC is in the business of providing graphic and web design services for a fee.

These conditions, which are construed under New South Wales Law, are applicable to Emerald Dragons Pty Ltd trading as Artspec (The Company) and should be read in conjunction with other documents and/or the correspondence comprising our offer.

On acceptance of a quote, Client engages Artspec to render, and Artspec agrees to render to Client, certain services in connection with Client 's design, branding and marketing of Client's business.

For any accepted quote, Artspec will create, prepare and submit to Client for its approval up to two concepts, one major set of changes and two minor sets of changes, unless otherwise specified in the Quotation and unless in response to a quote via fax broadcast. For quotes accepted by fax broadcast Artspec will create, prepare and submit to Client for its approval, one concept and one set of changes.

**01 /** The Contract for all forms of graphic design, print management and web based services (Supplies) are based on the conditions herein.

**02 /** A fifty per cent deposit is required within 30 days net upon acceptance of the quote on all Supplies with a price above \$500 which is at the discretion of The Company. This excludes all quotes accepted by fax broadcast where payment is required with the order. The Client shall be responsible for payment for all Supplies at the order of The Company or any other person acting on behalf of the Client. Such order may be by purchase order, written request or verbal request.

**03 /** Accounts will be rendered either monthly as the work proceeds or in stage payments if previously agreed. Payment of all accounts and invoices without retention or discount is required within seven days from the date of invoice, interest being chargeable on overdue accounts at 2% per month above the Average Lending Rate of the St George Banking Corporation with an additional \$10 per month handling fee.

- a. The Company will issue one statement only for each invoice submitted.
- b. Unpaid invoices will bring about automatic suspension of any Supplies by The Company, 30 days after invoice date.
- c. The Company cannot be held liable for any loss of business resulting from the termination of any accounts.
- d. The Company cannot be held liable for any potential future loss of business resulting from the termination of any accounts.
- e. The Company cannot be held liable for any loss of business resulting from the termination of any Supplies.
- f. Notwithstanding delivery of Supplies to the Client the title in the Supplies will remain with The Company until the price thereof has been paid in full to The Company provided that the risk of loss or damage to the Supplies will pass on to the Client upon delivery.
- g. The Client acknowledges that it shall be in possession of the Supplies solely as bailee for The Company until payment of the price in full to The Company. If payment is not made pursuant to the terms of this agreement, The Company (or its nominated agent) may, without prejudice to any of its rights, retake possession of the Supplies, as its own property and for this purpose the Client irrevocably licenses The Company (and its agent) to enter upon the premises of the Client.
- h. In the event that the Supplies are resold or distributed by the Client before the Client has paid all monies due to The Company in respect of those Supplies, the entire proceeds from such resale shall be held by the Client in trust for The Company and the Customer shall apply such proceeds for payment of the said monies due to The Company.

**04 /** Any offer will remain open for acceptance for a period of 30 (thirty) days from the date of our contractual estimate/quotation. If, for any reason, The Company is not permitted to commence the work within 30 (thirty) days of acceptance of our offer, we reserve the right to re-negotiate.

**05 /** Any claims in respect of Supplies must be made within seven (7) days of delivery of the goods and in this respect time shall be of the essence. No returns will be accepted unless authorised by The Company in its sole discretion (conditionally or otherwise) in advance.

**06 /** Any rates quoted, or standard schedules included, relate to works within Australia unless specifically stated to the contrary.

**07 /** Reports, drafts and all other records provided by The Company are private and confidential between the Client and The Company and they may not be used or relied upon by any other party without the prior consent of The Company. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

**08 /** Title in the Supplies together with all the information contained therein and all data generated under the Contract, between The Company and the Client, shall remain vested in The Company until the Client has discharged all its obligations under Sections 2 to 3 inclusive above, whereupon the benefit of the Supplies shall be used by the Client exclusively for the project on which the Supplies were originally required, payment in accordance with Clause 2. and 3. above does not discharge copyrights or intellectual property. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

**09 /** Notwithstanding Condition 7 above, copyright and all intellectual property rights in the Supplies prepared by The Company for the Client, shall remain vested in The Company unless otherwise negotiated.

**10 /** All Supplies created for the Client by The Company are assigned a license of use. This license of use cannot be transferred to another 3rd party unless otherwise separately stated by The Company.

**11 /** Under no circumstances shall The Company be liable to the Client for an indirect or consequential loss suffered by the Client relying on the information included in the Supplies prepared by The Company including (without limitation) loss of profit, loss of Contracts or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the Supplies only, not to include claims for delays, out of sequence working, non productive overtime, award of costs, etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

**12 /** Where the Client intends to use any Supplies or information provided by The Company, or any Supplies and information becomes involved in litigation then the Client will both advise The Company in writing and seek the approval prior to using the report. The Company reserves the right to refuse to provide documents for use in litigation.

**13 /** The total liability of The Company is to the Client only whether as to specie, quantum or duration of liability, no other obligations are to be implied into the Contract, whether as to the giving of bonds, warranties, or guarantees unless expressly detailed therein. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

**14 /** The Company will use all reasonable endeavours to meet quoted completion dates. However, time is not the essence of the Contract and The Company will not be liable in cases of late reporting, however, caused, nor shall lateness be deemed to be a breach of Contract or an act of negligence.

**15 /** Changes to any Supplies completed (Authors's corrections) or part completed requested by the client or any other part beyond our control, will be charged to the Client on a time basis of \$150 (One hundred and fifty dollars Australian) per hour + GST.

**16 /** Unless specifically stated, our price does not include for any costs or services which may be required from other Consultants, should other Consultants be required the client shall bear the net costs of such.

**17 /** In the event of any mistakes by any third party suppliers engaged on your behalf, Artspec cannot be held responsible but will endeavour to work with the supplier to have any mistakes rectified as quickly as possible. Artspec cannot be held responsible for any delays this causes.

**18 / PRINTING:** There are two types of printing available - Process and Spot Colour. Only Spot Colour printing guarantees a more accurate colour match but variation will occur according to the medium on which the printing is applied. Unless otherwise stated all print quotes are for Process printing which means there can be slight colour variations to the finished goods.

**19 / HARD COPY PROOFING:** Unless otherwise stated, the Company will not at any time be obliged to supply any hard copy or printed versions of the Supplies.

**20 / PRINT AUTHORISATION:** Supplies equal to or less than 2 printed pages shall require authorisation by the Client by email to proceed with printing. Supplies over and above 2 printed pages shall require authorisation by the Client by dated signature on the Company's Print Authorisation Form and the first page of the Printing Proof.

**21 / PRINTING PROOF:** The Printing Proof is the final verification of the Supplies prior to printing, quoted and supplied by the Company at an agreed cost to the Client. Changes and corrections requested by the Client after the Printing Proof will be subject to Section 15 plus the cost of resupplying the Printing Proof.

**22 / NATIVE FILES:** The Company reserves the right not to release the native artwork and associated files used to create the Supplies to the Client even upon finalisation of accounts.