

The following terms and conditions shall apply to each agreement for the sale of Goods and/or the supply of Services:

## 1. Definitions and Interpretations

- "Seller" shall mean Iconic Signs Pty Ltd.
- "Buyer" shall mean the Buyer named on any quotation, invoice, purchase order, or any other documentation produced in relation to an agreement for the supply of Goods and/or Services, or any person acting on behalf of and with the authority of the Buyer.
- "Price" shall mean the cost of the Goods/Services as agreed between the Seller and the Buyer subject to clause 5 hereof.
- "Goods" shall mean all Goods supplied by the Seller to the Buyer or ordered by the Buyer but not yet supplied and includes Goods described on any quotation, invoice, purchase order, or any other document including any recommendations and advice.
- "Services" shall mean all Services supplied by the Seller to the Buyer and includes Installation, and any other Services described on any quotation, invoice, purchase order, or any other document including any recommendations and advice.

## 2. Jurisdiction

- All transactions shall be governed by and construed in accordance with the laws of the State of New South Wales.
- The Buyer submits to the jurisdiction of the Courts of the State of New South Wales.

## 3. Offer and Acceptance

- Any request from the Buyer to the Seller for the supply of Goods/Services however made shall constitute acceptance of the terms and conditions contained herein.
- Where more than one Buyer has entered into an agreement with the Seller for the supply of Goods/Services, all Buyers shall be jointly and severally liable for all payments of the Price.
- These terms become binding upon acceptance, and may thereafter only be altered or revoked with the written consent of the Seller.
- Any changes to the Buyer's details, including name, address, telephone, email, or any changes in ownership structure of the Buyer requires written notice of (10) days.

## 4. Goods / Services

- The Goods/Services are as described on any quotation, invoice, purchase order, or any other document provided to the Buyer by the Seller.
- Unless otherwise agreed in writing, the Buyer shall be responsible for obtaining all necessary approvals, permits, and or permissions in order for the Seller to fulfil its obligations.
- Unless otherwise agreed in writing, the Seller assumes no responsibility for electrical connection of illuminated signage.

## 5. Price

- The Buyer agrees to pay the Seller the price of the Goods/Services upon practical completion of manufacturing and prior to installation.
- The Price will be determined by the Seller's quotation, or indicated on invoices, order forms, or any other documentation provided by the Seller to the Buyer.
- The Seller's quoted price will be binding upon the Seller for a period of twenty eight (28) days after the date of the quotation.
- In the event that the Seller, or the Seller's authorised agent, representative, contractor, or employee has not inspected the site, the Seller shall not be bound by any quotation for installation of the Goods.
- In the event that the Seller discovers that additional work is required which will cause the price to exceed the initial quote, the Seller will seek confirmation from the Buyer to proceed with the work.
- Any variation from the original agreed works or specifications may affect the Price, and any such variations to the Price will be shown on a --quotation variation form. Payment for all variations must be made in full at the time of their completion.
- GST Conditions will apply to all goods purchased and services supplied.

## 6. Payment Terms

- A minimum order of \$100.00 applies to any product or service.
- Orders under \$1000.00 must be paid upfront and in full.
- A deposit of 50% of the quoted price above \$1,000.00 will be required before the supply of any Goods or Services.
- Payment is to be made by direct deposit, card or cash.
- Balance is due on completion of manufacturing. Prior to pick up, delivery or installation.
- Signs must be collected within 7 days of completion or a storage fee of \$20.00 per week will apply.
- At the Seller's sole discretion, progress payments may be allowed for large orders and manufacturing during the course of completing the work. Any progress payment requested by the Seller must be paid in full prior to any further work being carried out. (This only applies to repeat customers with proven track records).
- Late payments will attract a fee of 0.83% per annum calculated daily.

## 7. Delivery

- The Buyer shall be responsible for making any necessary arrangements to take delivery of the Goods and supplying the correct delivery address and time.
- Delivery of the Goods to any third party nominated by the Buyer (including carriers) is deemed to be delivery to the Buyer.
- The failure of the Seller to deliver shall not entitle either party to treat this contract as being cancelled.
- Should the Seller provide goods in part delivery, the Seller shall not be liable for any loss or damage incurred by the Buyer, or any of the Buyer's agents, customers, related companies, or contractors.
- Should the Seller need to arrange carriage for the Goods, any additional costs incurred by the Seller, including insurance shall be added to the Price, and will be due and payable on the agreed date for payment.

## 8. Notification of Defects

- The Buyer shall inspect the Goods upon delivery and notify the Seller within 2 business days of any alleged defects, or failure to fulfil the quotation. The Seller will be given access to any Goods within a reasonable time after delivery in order to inspect any alleged defects in the Goods.
- Should the Buyer fail to give such notification, the Goods/Services will be deemed to be in compliance with those ordered, and free from any defects whatsoever.

## 9. Warranties

- Where the Seller has not manufactured the Goods, the Seller accepts no liability whatsoever, except for any workmanship associated with the supply of the Goods.
- The Seller hereby warrants that subject to the conditions of warranty as specified in clause 10 herein, all Goods supplied are covered by a thirty (30) day warranty against defects arising from workmanship or materials.
- Where the Seller has agreed in writing that the Buyer is entitled to claim under warranty, the Seller's liability is limited to (at the Seller's discretion), replacing or repairing the Goods.
- Any costs associated with the return of Goods for the purpose of a warranty claim shall be the responsibility of the Buyer.

## 10. Conditions of Warranty

- The Seller's warranty will not be applicable in a situation where;
- The Buyer has failed to follow instructions supplied by the Seller in relation to proper use of the Goods.
- The Goods have been used in a manner other than their original intended use.
- Installation of the Goods has not been carried out by persons recognised by the Seller as being trained and accredited to install the Goods.
- The Goods continue to be used after any fault or defect has become known to the Buyer, or would have become known to a reasonable person.
- The defect or fault has occurred from reasonable wear and tear in use.
- The defect or fault has occurred as a result of circumstances beyond the control of either the Buyer or the Seller.
- The Seller accepts no responsibility for loss or damage to the Buyer, financial or otherwise, arising from a delay in the time taken for the Seller to replace or repair any Goods covered by the warranty.
- The warranty will become void if any maintenance or alteration is made to the Goods without the Seller's knowledge and consent.

## 11. Buyer's Disclaimer

- The Buyer hereby disclaims any right to cancel the contract, or to seek compensation for loss or damages arising from any misrepresentation made to the Buyer by the Seller, or any related corporations of the Seller, and their respective officers, employees, agents and contractors.
- The Buyer acknowledges that the Buyer buys the Goods/Services relying solely upon the Buyer's own skill and judgement.

## 12. Intellectual Property

- Where any designs or specifications have been supplied by the Buyer for manufacture by Seller, the Buyer warrants that the use of those designs or specifications for the manufacture, assembly or supply of the Goods shall not infringe the rights of any third party.
- Where the Seller produces any design, pattern, or specification during the manufacture of the Goods, intellectual property in them remains with the Seller, and may only be reproduced or copied with the written consent of the Seller.

#### **14. Default**

- The Buyer hereby agrees that if the Buyer should:
  - (i) As an individual, commit an act of bankruptcy; or
  - (ii) As a company, pass a resolution for winding up or have a summons to wind up issued against it; or
  - (iii) Become subject to any form of external administration; or
  - (iv) Enter into an arrangement regarding outstanding payment with any of its creditors; or
  - (v) Allow any invoice to remain in arrears for a period of over thirty (30) days; all monies currently owed to the Seller shall become due and payable immediately, and the Seller shall have the right to terminate the supply of Goods and Services to the Buyer.
- Should the Buyer fail to pay any invoice when due, the Buyer will be responsible for any additional costs associated with recovery of all outstanding amounts, including but not limited to the costs of a solicitor, and any cost incurred by the Seller to its nominated collection agency.
- Interest on overdue accounts may be charged at a rate not exceeding the prevailing bank overdraft rate and the Buyer expressly undertakes to pay all such interest.
- The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.

#### **15. Retention of Title**

- Ownership, Property, and Title in all Goods shall remain vested in the Seller until the Buyer has paid all monies owing to the Seller for all Goods and/or Services provided
- The Seller may request in writing that the Buyer return the Goods or any part of them at any time until property in the Goods has passed to the Buyer.
- Should the Buyer fail to return the Goods to the Seller upon such notice, the Seller, without prejudice to any of its other rights and remedies under this agreement, reserves the right of entry to the Buyer's premises or any other premises where the Goods may be stored, by its servants or agents for the purpose of recovering or re selling the Goods, and any cost incurred as a result of such action will be the responsibility of the Buyer.

#### **16. Unpaid Sellers' Rights**

- If payment has not been received by the Seller when due, and the Seller has made a verbal or written demand for payment, and the Goods are in possession or control of the Seller, the Seller reserves the right to dispose of the Goods, and claim from the Buyer any loss arising as a result of such disposal.

#### **17. Risk**

- Notwithstanding retention of title as specified in clause 15 hereof, all risk passes to the Buyer upon delivery.
- If any of the Goods are damaged or destroyed prior to title in them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights and remedies under any agreement, to any insurance proceeds payable for the Goods.

#### **18. Cancellation**

- The Seller may cancel delivery of Goods/Services at any time before delivery by giving written notice to the Buyer.
- The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
- At the Seller's sole discretion, the Buyer may cancel delivery of Goods/Services.
- In the event that the Buyer cancels delivery of Goods or Services, the Buyer shall be liable for any costs incurred by the Seller up to the time of cancellation, including but not limited to any re stocking fees incurred by the Seller.

#### **19. Limitation of Liability.**

- The liability of the Seller to the Buyer for any reason related to the performance of the Goods/Services under this agreement shall be limited to the amount paid or payable by the Buyer to the Seller for such Goods/Services.
- The Seller accepts no liability for Goods manufactured based on measurements and specifications supplied by the Buyer, and the Buyer shall be responsible for any additional costs associated with alteration of the Goods.

## 20. Privacy Act 1988

- The Buyer hereby gives consent to the Seller obtaining a personal credit report to collect overdue payment on commercial or consumer credit (Section 18K (1) (h) Privacy Act 1988).
- The Buyer agrees that Individual Data provided may be used and retained by the Seller for the following purposes and for other purposes as agreed to between the Buyer and Seller or required by law from time to time:
  - (i) Provision of Goods/Services
  - (ii) Marketing of Goods/Services by the Seller, its agents, distributors, or contractors.
  - (iii) Assessing the credit worthiness of the buyer in relation to extending credit.
  - (iv) Exchanging of information with a credit reporting agency or trade reference named by the Buyer.
  - (v) Processing of any payment instructions, direct debit facilities and/or credit facilities requested by buyer. Collection of amounts outstanding in the Buyer's account by the Seller's nominated Collection agent or solicitor.

## 21. Government Approvals

- The Buyer is responsible, at the Buyer's own cost, for arranging all licences, government consents, and approvals which may be required for the performance of any works under any agreement.

## 22. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

- The warranties, conditions, rights and remedies of the Buyer as outlined in the Commonwealth Trade Practices Act 1974 and the relevant Fair Trading Act of New South Wales are not intended to be compromised as a result of anything contained in these terms and conditions, except to the degree permitted by those Acts.

## 23. General

- The Seller assumes no responsibility for changes in the laws of New South Wales, or the Commonwealth of Australia which may affect the supply of Goods/Services.
- The Seller may sub-contract part or all of its obligations under this agreement without the Buyer's consent.
- The Seller reserves the right to review these terms and conditions at any time, and if any changes are deemed necessary, the Buyer will be advised of such changes upon them being made and they shall thereupon immediately become binding upon the Buyer.
- Neither the Seller nor the Buyer shall be liable for any breach of any provisions of any contract arising from an act of God, natural disaster, terrorism, war, or any other occurrence beyond the control of either party.
- If any Terms or Conditions contained in this document are found to be unenforceable for reasons of invalidity or illegality, the remaining provisions shall not be affected in any way whatsoever.