

# SUPPLY AGREEMENT TERMS & CONDITIONS

Last Updated: 30<sup>th</sup> October 2022

1. These terms apply to our supply to you of the services and goods specified on the covering page of this agreement.
2. Any quotation given is only valid for 14 days from the date of the quotation. If you wish to make an order outside of this timeframe, we need to requote to confirm pricing.
3. If a price has been quoted on the specified unit quantity, any variation to quantity ordered will need to be requested.
4. Invoices will be issued to the name of the company placing the order. If an order is placed by a company that is different to the company that requested our quotation, we reserve the right to refuse to accept the order.
5. If the landed cost of materials required to fill an order increase by more than 5% from date of quotation to the date of commencement of production, this cost will be notified to the client and the client can elect to accept the price increase or cancel the order. If the client has not accepted the price increase within 3 business days of the notice, the client is deemed to have cancelled the order.
6. Price means the amount agreed between us as specified on the covering page of this agreement. You must pay this price on the payment terms set out on the covering page of this agreement. Unless otherwise specified, the price does not include delivery/freight costs.
7. Production timelines, if provided to you, are an estimate schedule only and delays in receiving prepayment or approval of artwork may extend production timelines. We assume no responsibility for an increase in costs or expenses or any loss of profit, business, contracts or anticipated savings, or any other indirect loss or damage as a result of delay or failure to supply products or services.
8. Quoted prices are exclusive of artwork unless otherwise stated.
9. You must check all proofs, designs, edits or artworks for errors or omissions, and you assume all responsibility for any remaining errors or omissions in products following your approval of our goods or services. The costs of alterations after your approval will be borne by you.
10. Charges for manufacturing and installation are based on the work being completed during standard working hours (8:00am to 5:00pm WST, Monday through Friday excluding public holidays) and having uninterrupted access to a site. Work done outside of these hours or any work conducted by us in order to commence supply of products, including building or repair work, cleaning, moving of furniture, equipment or stock, or other unquoted or unexpected work, will incur additional charges.
11. Unless we otherwise agree to you paying by instalments and note this on the covering page of this agreement, payment is a condition precedent to delivery of the goods. For orders over \$500+ GST, a 50% deposit must be placed before the work can begin by us, with the remaining 50% of payment to be paid upon completion of the work.
12. Title in the goods does not pass to you until we have received payment in full.
13. Any order may only be cancelled by mutual agreement between us and with notice, and in the event of such cancellation, you agree to reimburse us for any design, printing or works already performed before cancellation.
14. To protect our security interest in the goods until payment we may choose to register the agreement between us under the Personal Properties Securities Act 2009. You agree to do all things necessary to facilitate such registration.
15. Unless otherwise agreed, risk passes to you at the time we ship FOB from our ordinary place of business to your specified location. You assume all responsibility for filing claims for damage against the carriers and other agents. You must insure the goods against loss or damage until full payment has been made to us.
16. If any of the goods are damaged or destroyed after shipment you must direct the insurer to make payment to us of all insurance monies payable in respect of the insurance claim made on the damaged or destroyed goods.
17. Insurance monies received by us will be applied firstly against the outstanding price of the goods that are damaged or destroyed, secondly against the outstanding price of all goods supplied under the agreement, thirdly against the outstanding balance payable to us by you on any account under our agreements and fourthly in payment of any balance to you.
18. Acceptance of the goods must take place immediately following delivery and is established if you signify by words or conduct that the goods are conforming or that you retain them in spite of their nonconformity or deal with them in a way inconsistent with our ownership. You may reject them on good grounds after a reasonable opportunity to inspect them. The rejection must immediately be communicated to us with full particulars of the nonconformity. On acceptance of the rejection, payment arrangements in place will be honoured. If payment has been made, then it will either be refunded by us or credited towards payment of replacement goods for the nonconforming goods. You agree we retain ownership of all intellectual property rights in respect of the goods and services including any copyright, patent, trade secrets or trademarks. You may not disclose our intellectual property to a third party without our consent.
19. You agree we retain ownership of all intellectual property rights in respect of the goods and services including any copyright, patent, trade secrets or trademarks. You may not disclose our intellectual property to a third party without our consent.
20. In the event you suffer any loss or damage howsoever arising as a result of the goods or services not being fit for purpose then you agree that our liability is limited to the repair, correction or replacement of the goods or services and is not to include economic or consequential damages of any nature.

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• Unit 1/5 Pearson Way, Osborne Park WA 6017 • (08) 9444 2344 • sales@elitegraphix.com.au • elitegraphix.com.au • PO Box 1274 Osborne Park DC WA 6916 •

21. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
22. We will provide a limited warranty to the original purchaser covering defects in materials and workmanship for the following periods commencing from the date of this agreement:
  - a. Twelve (12) months for long-term and vehicle signage on vertical surfaces;
  - b. Six (6) months for long-term signage mounted on non-vertical services due to extreme UV exposure; and
  - c. Six (6) months for short-term and promotional signage including corflutes, flags, banners, magnets and unlaminated stickers and signs.
23. We must be notified within 14 days of fault or malfunction for the warranty to remain valid, and the product must be returned to us during this time, except for products installed by us. We will then determine if the product is faulty and whether the product can be either replaced or repaired. Incidental blemishes and scratches are considered normal and will not be deemed faulty unless they can be viewed at 3 metres or more under normal conditions. If the products are installed by us, you agree to pay all installation costs and expenses incurred in the removal and re-installation of the products.
24. If pursuant to the warranty, we are required to perform work for you including but not limited to replacing or repairing products, the costs incurred in respect of elevated work platforms (EWP), hiring of equipment, obtaining footpath obstruction permits and submitting any applications or forms with the relevant authorities or bodies, will be borne by you.
25. The warranty does not cover vandalism, misuse, incorrect or inappropriate use of any products by you (including if you provided us with incorrect or incomplete information which resulted in us providing you with incorrect instructions on how to use the products), or alterations made by you or any person acting on behalf of you. Proper care must be taken when washing signs and vehicles, including use of proper detergent, avoiding harsh chemicals, brushes, or automatic car washes and high-pressure washers. Manufacturer life expectancy of materials varies depending on quality and usage. We will not be liable for damage caused to vehicles or other objects due to use of a product that has exceeded its recommended life. You acknowledge and agree that we cannot guarantee that the product colour requested by you will be the same shade as the colour that is finally printed as the printed colour is dependent on the temperature at the time of printing, and if there is any difference between the product colour requested by you and the final printed colour, we will not be liable for it.
26. We disclaim all and any warranties, not required by law, whether express or implied including but not limited to warranties as to merchantability and fitness for a particular purpose of the goods and services.
27. You represent and warrant to us that all information and representations that you, or any person acting on your behalf has given in connection with our transactions are correct and that you have not failed to disclose to us anything relevant to our decision to have dealings with you and that no court proceedings or dispute is current that may have an adverse effect on performing your obligations under this agreement.
28. By accepting payment of any sum after its due date we do not waive our right either to require payments as they fall due or to suspend or end our arrangements.
29. You will be in default if you do not pay us when monies are due for payment or fail to comply with any other obligation under our business arrangements.
30. If you are in default under our agreement we may send you a default notice. The notice will tell you what the default is and what you are required to do to correct the default. You will have 5 business days to rectify the default.
31. If you do not comply with the default notice then we may terminate the agreement with immediate effect and you become immediately liable to pay us all monies owing with interest on that amount from the due date until payment at the rate of 12% per annum compounded monthly.
32. You also agree to pay on default all costs and expenses incurred in exercising our rights of recovery from you if any and indemnify us against any losses resulting from the default. This includes all legal costs borne by us in recovering the debt, including the full cost of preparing and issuing letters of demand to you.
33. Upon default in payment or termination, as title to the goods do not pass to you until we have been paid, we will be entitled to take possession of the goods and for this purpose you irrevocably appoint us your attorney and authorise us or our agent to enter on any land or premises owned by you or under your control and recover the equipment and you will pay for and indemnify us against any claims, losses, damages, costs and expenses arising out of the repossession of the goods.
34. If we repossess the goods, then you agree we may sell the goods and apply the proceeds of the sale towards repayment of the monies owed under the agreement.
35. You agree to sign documents or do all things necessary to perfect our rights under the agreement and appoint us as your attorney to sign any document or do anything that may reasonably be required to enforce our rights on default.
36. We each agree to be bound by any special conditions set out in the covering page of this agreement and agree they take precedence over any contrary provision in this agreement.
37. Notices must be in writing and be sent by Express or Registered Post with delivery confirmation to the address on the covering page of this agreement or by facsimile transmission or email with receipt confirmation.
38. The law of Western Australia governs this agreement. We each agree to submit to the non-exclusive jurisdiction of the courts of Western Australia and the Federal Court of Australia.

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