

Unless otherwise agreed and amended or varied in writing, Puro Design Pty Ltd's Standard Terms & Conditions for the Supply of Goods and Services form the basis of all contracts between Puro Design Pty Ltd and our Clients.

1. DEFINITIONS

In this Agreement the following words shall mean

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| Agreement | means the Puro Design Pty Ltd Standard Terms & Conditions for the Supply of Goods and Services |
| Associated Company | means in relation to a company any holding company, subsidiary, or fellow holding company of any such subsidiary |
| Background IP | means any Intellectual Property Right of the Designer (or licensed to the Designer by a third party and which the Designer has a right to license) which: <ul style="list-style-type: none"> (a) comes into existence other than in connection with this agreement or the Work; and (b) which is provided by or on behalf of that party in connection with this agreement or the Work. |
| Confidential Information | means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party. |
| Client | mean the customer, company or corporation identified within the Quotation. |
| Consequential Loss | means loss of use, production, profit, income, revenue, opportunity, business, business opportunity, contract saving, business interruption, increase in operating costs, financing costs or any other financial or economic loss or any special, indirect or consequential loss or damage, regardless of whether or not such loss or damage may be regarded as arising naturally or in the usual course of things, from the relevant breach of contract giving rise to such damage and loss of use or corruption of data or information; and any third-party claims, demands, or actions arising out of any unauthorised access, breach, disclosure, alteration, destruction, or loss of data, system unavailability, or other security compromise relating to computer systems, networks, or information. |
| Date of Agreement | means the date the Agreement is deemed to have been formed pursuant to clause 2.1 of the Standard Terms & Conditions |
| Designer | means Puro Design Pty Ltd or Designer Personnel |
| Designer Personnel | all employees, agents, Designers, and contractors of the Designer and/or of any Sub-contractor; |
| Design Work | means artwork, products, websites, multimedia, or other items/products material created, developed, or produced by the Designer in connection with the Services |
| Developed IP | means all Intellectual Property Rights created or developed by or on behalf of the Designer in connection with the Services or the work that the Designer has a right to license. |
| Dispute | means any dispute arising in connection with the formation, interpretation, validity, or application of the provisions of this Agreement, its Schedules and/or any contemplated Service Contract. |
| Goods and / or Services | means all the activities to be undertaken by or to be performed by the Designer including artwork, products, websites, multimedia, or other items/products created, developed, or produced by the Designer in connection with the Services |
| Intellectual Property Rights | means all current and future intellectual property rights and interests throughout the world, whether registered or unregistered or capable of registration, including trademarks, designs, patents, inventions, software, copyright and analogous rights, confidential information, trade secrets, know-how and any right to apply for registration of, or any application of, such rights, but excludes moral rights |
| Party | means the Client or the Designer and Parties means both. |
| Purchase Order | means any order, purchase agreement, supply order or other document issued by the Client to the Designer as means of confirmation to commence the Services |

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| Quotation | means the Quotation or letter of offer issued by the Designer to the Client (including any attachments) relating to the Services requested by the Client |
| Services | means all the activities to be undertaken by or to be performed by or Goods and / or Services supplied by the Designer as described in the Quotation and accepted by the client in accordance with clause 2.1(C) |
| Service Fee | means the amount specified in the Quotation relating to the Services payable by the Client in consideration of Supply of the Services and accepted by the client in accordance with clause 2.1(C) |
| Sub-contractor | the third party with whom the Contractor enters a Sub-contract or its servants or agents and any third party with whom that third party enters a Sub-contract or its servants or agents; |
| Standard Terms & Conditions | means these Standard Terms and Conditions |
| Warranty Period | 30 days from the supply of Goods and/or Services, or in the case of a website 30 days from going live. |

2. GENERAL

- 2.1** An Agreement for the supply of Services is formed between the Designer and the Client when
- A. the Client requests that the Designer to provide Services to the Client.
 - B. the Designer in response, issues to the Client a Quotation or letter of offer relating to the Services requested by the Client
 - C. the Client in response, directs the Designer (either verbally or in writing) to commence the Services, or issues the Designer a Purchase Order for the Designer to provide the Services requested by the Client and as set out in the Quotation. The date of the direction or the date on the Purchase Order will constitute the date the Agreement is formed.
- 2.2** Any Services provided by the Designer to the Client referred to in a Quotation or letter of offer and accepted by the issue of a Purchase Order or in accordance with 2.1(C), are subject to the terms and conditions set out in these Standard Terms & Conditions.
- 2.3** Any Purchase Order for the supply of any Services, or any direction to proceed by the Client shall constitute acceptance of these terms and conditions, and a representation that the Client is solvent. Any additional or different terms and conditions contained in the Purchase Order are deleted and replaced with Puro Design Standard Terms & Conditions.
- 2.4** Designer/Client communication / instructions to be via email. The Designer can be reached by telephone on Working Days from Monday to Friday between 9am and 5pm (AEST).

3. THE SERVICES TO CLIENT

- 3.1** In consideration for payment of the Price, the Designer will provide the Services as set out in the Designer's proposal / quotation.
- 3.2** The Designer must provide the Services in accordance with this agreement, with due expedition and without delay.
- 3.3** Any completion or delivery dates inferred or provided in writing are indicative target dates only and the Designer provides no warranties in respect to the completion of works by any specific date and shall not be responsible or liable for any for any loss whatsoever as a result of any delays or failures by the Designer to complete the Services by the target dates.
- 3.4** Where approvals are required, the Design Work will be submitted for the Client's approval (in PDF format) prior to the commencement of print, production and/or development. The Client must sign-off on final artwork to confirm approval if requested by the Designer. Any changes following the approved artwork may be subject to additional design fees / variation.
- 3.5** The Designer accepts no responsibility for errors or omissions within the artwork provided that are not identified during the final approval. All corrections of such errors will be solely at the cost of The Client.
- 3.6** Any increase in the cost of delivery and/or supply of the Goods and/or Services as a result of any variations or delay or disruption beyond the reasonable control of the Designer shall be borne by the Client.

4. VARIATIONS

- 4.1 Client may, with the approval of the Designer, issue written directions within the general scope of any Services to be ordered.
- 4.2 Such changes may be for additional Services or vary the services being provided or any change any condition of the Services, Specification within the general scope of services
- 4.3 The Client must initiate any such variation request in writing to the Designer providing a detailed scope of work for the services or changes requested.
- 4.4 Upon receipt of the variation request the Designer will review the changes requested and if applicable provide a variation proposal for consideration by the Client.
- 4.5 Within 5 business days, (or as otherwise agreed in writing) of receipt of the variation proposal the Client must confirm in writing that it wishes to proceed with the variation proposal.
- 4.6 In the event the client does not confirm in writing within 5 business days (Or as otherwise agreed in writing) the Designer will assume the variation proposal has not been accepted.
- 4.7 All variations performed will be pursuant to the terms and conditions of this agreement.
- 4.8 The Designer is under no obligation to perform a variation that is beyond the general scope of this agreement.

5. INTELLECTUAL PROPERTY

- 5.1 The Designer owns both the Background IP and the Developed IP.
- 5.2 The Designer grants to the Client a non-exclusive, worldwide, royalty-free, non-sub-licensable, non-transferrable, perpetual, irrevocable licence to the Developed IP and any utilised Background IP specific to the services provided under this agreement.
- 5.3 The client acknowledges and agrees that they remain solely responsible for obtaining any necessary licenses or permissions for third-party Intellectual Property Rights associated with artwork or material provided to the designer. The client further indemnifies the designer against any third-party claims, damages, or liabilities arising from the unauthorised use of such Intellectual Property Rights
- 5.4 Subject to Clause 5.3, If any third-party Claims that any Services provided by the Designer under this agreement infringes its Intellectual Property Rights, the Designer must (at its cost):
 - I. Make all reasonable efforts to obtain the rights required to avoid that infringement; or
 - II. Replace or modify the Services or other thing so that it does not infringe.

6. PAYMENT AND INVOICING TERMS

- 6.1 Payment is due upon receipt of invoice within 14 days of the invoice date as follows.

| PROJECT VALUE | DEPOSIT | FULL/FINAL PAYMENT | OTHER CONDITIONS |
|--------------------|-----------------------------------|-----------------------------------|---|
| Under \$500/£250 | N/A | Prior to commencement. * | |
| Up to \$5000/£2500 | 50% Deposit prior to commencement | Before delivery of Design Work. * | |
| Over \$5000/£2500 | 50% Deposit prior to commencement | Before delivery of Design Work. * | Progress payments may be required to cover the different stages of progress. Payments are due upon request from the Designer. |

*All stock imagery, printing and materials must be paid for in full prior to Puro Design purchasing on the Clients behalf.

- 6.2 Final artwork or files will not be delivered until final invoices are paid in full. Payment by cheque will entail waiting for clearance before supply of files.
- 6.3 A late payment fee of 10% of the project value will be invoiced every month after the payment due date if the Client fails to pay the invoice by the stipulated due date.

- 6.4** Preferred payment method: **Direct Deposit to Puro Design Pty Ltd | Bank: Suncorp | BSB: 484 799 | Account Number: 125 782 279**
- 6.5** Other acceptable payment method's (subject to Puro Design agreement): **Visa/Mastercard/American Express** via Stripe (Click the 'Pay Now' button).
- 6.6** Where applicable for cost reimbursable projects the Client shall reimburse the Designer, all costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, travel costs, subcontractors, materials, computer costs, telephone, copies, delivery, etc. that are attributable to a project or Service (the Reimbursable Costs). Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, and all costs associated with travel. All extraordinary travel expenses must receive Client's approval. The Designer shall provide to Client substantiation of Reimbursable Costs incurred.

7. CANCELLATIONS

- 7.1** The Client or Designer may cancel a Project at any time subject to the following
- I. If the cancellation is made prior to the Project being entered into the Designers workflow schedule and the Designer has not commenced the Design Work, then a full refund of the paid deposit will be made or,
 - II. If the cancellation is made after the Project has been entered into the Designers workflow schedule, and the Designer has not commenced the Design Work, then a cancellation fee of 10% of the Project value will be charged or,
 - III. If the cancellation is made after the commencement of the Design Work, the Client will be charged for the work completed to the date of the cancellation request, plus any other reasonably incurred unavoidable costs for materials, subcontractors, and resources that the Designer cannot cancel, obtain a refund for, or re-allocate to the Designers other operations or business activities plus a cancellation fee of 10% of the Project value.

8. WEBSITES & COMPATIBILITY

- 8.1** To the best of the Designers knowledge, websites are developed to the current standards set by the W3C at the time of development.
- 8.2** The Designer only checks for browser compatibility against the most current versions of IE, Firefox, Chrome & Safari at the time of development, unless a specific browser version is requested in writing by the Client.
- 8.3** Mobile phone and tablet compatibility are only checked by the Designer if the Client has purchased a responsive website design.

9. WARRANTIES

- 9.1** The Client acknowledges and agrees that the Designer is not liable for nor accepts any responsibility whatsoever for the content of artwork(s), website(s) or information, pictures, diagrams, and the like provided by or on behalf of the Client. The Client waives any right to claim against the Designer for any loss, claim or damage whatsoever and agrees to fully indemnify the Designer against any loss, claim or damage from any third party (howsoever caused).
- 9.2** The Client warrants that it will not be or is not likely to be in breach of any law, deed, or agreement by entering into an agreement with the Designer or requesting the Designer to create, develop and/or produce the Design Work / Services.
- 9.3** As soon as the Client becomes aware (or ought to have become aware) that the Design Work/Services may breach any law or cause harm, loss, suffering or damage to another person, company, corporation, or the like, it must immediately notify the Designer in writing.
- 9.4** The Designer warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement,
- 9.5** To the extent permitted by law, If the Goods and/or Services furnished hereunder do not meet the above warranty as set out in the Designer's Quotation, and if the Client promptly notifies the Designer in writing and in any case within 30 days of receipt of the Goods and/or Services of such alleged defect or failure and if in the Designers reasonable opinion the Goods and/or Services are found to be defective, then the Designer at its option will acting reasonably
- I. repair or reperform the Goods and/or Services or

II. provide a partial refund for the Goods and/or Services that are found to be defective

9.6 The liability of the Designer under the warranty or for any loss or damage to the Goods and/or Services whether the claim is based on contract or negligence or for any other reason will not in any case exceed the Designers own cost of correcting defects in the Goods and/or Services furnished as herein provided and upon the expiration of the Warranty Period all associated liability will terminate.

10. LIMITATION OF LIABILITY

10.1 Notwithstanding anything to the contrary in this Agreement, the Designer's total aggregate liability to the Client, arising out of, or in any way in connection with this Agreement, whether based on contract, tort (including negligence), indemnity, under any warranty, under statute (to the extent permitted by law) or otherwise at law or in equity is limited to 100% of the Service Fee in which the claim relates.

10.2 Neither Party will be liable to the other Party in any circumstances for any indirect, special or Consequential Loss or damage, including but not limited to; loss of opportunity, loss of use, financing costs, delay costs, business interruption and any increased operating costs, goodwill, loss of production, loss of product, loss of contract or loss of profit or anticipated profit howsoever arising and whether in an action in contract, tort (including without limitation, negligence), in equity, product liability, under statute, or on any other basis.

10.3 The Designer shall not be liable for any loss, damage, or liability of any kind arising directly or indirectly from any cybersecurity incidents, including but not limited to unauthorised access, data breaches, malware attacks, ransomware, or any other form of cyber threat or vulnerability. This exclusion applies irrespective of whether such incidents result from the acts, omissions or negligence of the Designer.

10.4 Each party must take reasonable steps to mitigate costs, losses, or damages for which it seeks or may seek indemnity from the other party

11. DISPUTES

11.1 Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for the Designer, upon receipt of written notice, either

- I. to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which the Designer is at fault, or
- II. return to Client the fees paid by Client to the Designer for the service provided that gives rise to the claim

11.2 The Client shall give the Designer written notice within 5 business days of obtaining knowledge of the occurrence of any claim or cause of action which the Client believes that it has, or may seek to assert or allege, against the Designer, whether such claim is based in law or equity, arising under, or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by the Designer with respect hereto.

11.3 If the Client fails to give such notice to the Designer with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, the Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator.

11.4 This Agreement will be governed by and construed in accordance with the laws of Queensland, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party

(i) agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the Queensland

(ii) hereby consents to the jurisdiction of the courts of the Queensland and

(iii) agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.