

1. The Customer

- 1.1 The Customer is specified in item 1 of the Schedule.
- 1.2 Redden Advertising & Design will perform the work ('the Services') and supply the goods ('the Goods') described in item 2 of the Schedule.
- 1.3 The Customer will notify Redden Advertising & Design in writing of any change in ownership of the Customer within seven days of the date in change of ownership.

2. Payment

- 2.1 Subject to clause 2.2, Redden Advertising & Design's fees will be calculated in accordance with item 3 of the Schedule. Redden Advertising & Design may, at its option, issue invoices on a periodic basis whether or not the Services have been provided or the Goods have been supplied.
- 2.2 The Customer will pay or reimburse Redden Advertising & Design for any goods and services (or other) tax payable in respect of the Goods and/or the Services.
 - 2.2.1 The Customer will pay or reimburse Redden Advertising & Design for all freight costs unless otherwise stated in writing.
- 2.3 The Customer will pay the invoices within the time prescribed in item 4 of the Schedule. In this respect the Customer acknowledges that time is of the essence.
- 2.4 If the Customer does not pay Redden Advertising & Design for the Goods or Services within the time prescribed in Item 4 of the Schedule, the Customer:
 - 2.4.1 will pay to Redden Advertising & Design a \$33 (inc GST) account keeping fee for every 30 days that any part of the invoice amount is outstanding;
 - 2.4.2 acknowledges and agrees that Redden Advertising & Design may issue legal proceedings to recover the amount of the unpaid fees and interest at the rate of 10% per annum; and
 - 2.4.3 acknowledges and agrees that the Customer will be liable for Redden Advertising & Design's legal fees (on a solicitor own client basis) and Mercantile Agents fees incurred by Redden Advertising & Design in recovering its fees.
- 2.5 If Redden Advertising & Design quote a fixed fee, Redden Advertising & Design reserves its rights to vary the Quote if the Goods or Services supplied to the customer are different to the Goods or Services quoted for.
- 2.6 A Quote is valid for 30 days from the date of the Quotation.
- 2.7 Once the Customer has placed an order with Redden Advertising & Design, that order will not be cancelled without the written approval of Redden Advertising & Design. If Redden Advertising & Design agrees to the cancellation of the order, Redden Advertising & Design will be entitled to be paid for its work in progress to the date of the cancellation.

3. Copyright

- 3.1 Redden Advertising & Design owns the copyright in the Goods produced unless otherwise agreed in writing between Redden Advertising & Design and the Customer.
- 3.2 The Customer authorises Redden Advertising & Design to deal with any copyright owned by the Customer for the purpose of altering any Goods.

4. Approval

- 4.1 Prior to the publication of the Goods, the Customer must approve a sample of the Goods provided by Redden Advertising & Design ('the Approval'). The Customer will provide the Approval by email, mail or facsimile.
- 4.2 Once the Approval has been obtained by Redden Advertising & Design, the Customer is responsible for the content of the Goods.
- 4.3 Redden Advertising & Design does not warrant or represent the accuracy of the content of the Goods and will not be liable or responsible for the content of the Goods.
- 4.4 If the Customer only requires Redden Advertising & Design to supply print-ready Goods and does not require Redden Advertising & Design to approve the final pre-print version of the Goods, the Customer acknowledges and agrees that:
 - 4.4.1 the Goods will be in a print-ready form based on Redden Advertising & Design's operating system and software; and
 - 4.4.2 Redden Advertising & Design will not be liable or responsible for any errors which occur through file transfer or copying, cross-platform copying, pre-press preparation or font mismatching.
- 4.5 The Customer indemnifies Redden Advertising & Design against any claim made against Redden Advertising & Design with respect to the Goods or Services.

5. Delivery

- 5.1 Redden Advertising & Design will deliver the Goods to the address specified in the credit application ('the Credit Application') unless otherwise agreed in writing between the parties.
- 5.2 If the Customer requires the Goods or Services to be supplied by a specific date, Redden Advertising & Design will use its best endeavours to comply with that request, however, Redden Advertising & Design will not be liable if the Goods or Services are delivered to the Customer after that date. If Redden Advertising & Design delivers the Goods or Services to the Customer after the date required by the Customer, Redden Advertising & Design will deliver the Goods or Services free of charge to the address listed in the Credit Application.
- 5.3 Redden Advertising & Design will not insure any Goods shipped, couriered or otherwise transported to the Customer. Redden Advertising & Design will, if requested by the Customer in writing and at the Customer's cost, arrange insurance for the transportation of the Goods.

6. Web Sites

- 6.1 Redden Advertising & Design's contribution to the Customer's web site will be recognised in the metatags of the Customer's web site.
- 6.2 The Customer must supply a username and a password to Redden Advertising & Design to produce the Customer's web site if the Customer has pre-arranged domain hosting for its website.
- 6.3 Redden Advertising & Design will only supply the login code to the Customer:
 - 6.3.1 at the request of the Customer; and
 - 6.3.2 after Redden Advertising & Design's accounts have been paid.
- 6.4 If any of Redden Advertising & Design's accounts are overdue in respect of the production of the Customer's web site, the Customer agrees that Redden Advertising & Design may remove the Customer's web site from the Internet.
- 6.5 Once Redden Advertising & Design has given the Internet Details to the Customer, Redden Advertising & Design accepts no liability for the content or function of the Customer's web site in circumstances where:
 - 6.5.1 the Customer or a third party has altered or edited the website; or
 - 6.5.2 the website is hosted by the Customer or a third party.
- 6.6 Redden Advertising & Design may recommend to the Customer domain hosting and/or external website services based upon the past performance and/or reputation of the provider of those services ('the Provider'). Redden Advertising & Design:
 - 6.6.1 does not know, represent or warrant the financial position of any Provider it recommends; and
 - 6.6.2 is not responsible for any loss suffered by the Customer in the event that the Provider ceases to trade or becomes the subject of bankruptcy proceedings or insolvent within the meaning of the *Corporations Act 2001* (Cth).
- 6.7 The Customer acknowledges and agrees that it will make its own enquiries as to the financial position and suitability of any Provider recommended by Redden Advertising & Design.

7. Retention of Title

- 7.1 The Goods remain the property of Redden Advertising & Design until payment has been made in full.
- 7.2 If the Goods are sold prior to payment being made in full to Redden Advertising & Design, the proceeds from the sale of the Goods will be held on trust for Redden Advertising & Design.
- 7.3 If the Customer becomes the subject of bankruptcy proceedings or becomes insolvent within the meaning of the *Corporations Act 2001* (Cth):
 - 7.3.1 Redden Advertising & Design will be immediately entitled to retake possession of the Goods without notice to the Customer; and
 - 7.3.2 Redden Advertising & Design is authorised to enter upon the Customer's premises for the purpose of doing so.
- 7.4 If the Customer fails to pay Redden Advertising & Design for the Goods or Services within the time prescribed by Item 4 of the Schedule or the Customer breaches any conditions of this Agreement, the Customer acknowledges and agrees that Redden Advertising & Design is entitled and authorised to enter upon the Customer's premises for the purpose of retaking possession of the Goods supplied to the Customer.

8. Limited Liability

- 8.1 Redden Advertising & Design gives those warranties implied by consumer protection legislation in relation to the Goods. All other warranties are excluded to the extent permitted by law.
- 8.2 If the Customer suffers loss or damage in connection with the Goods the liability of Redden Advertising & Design will, at the option of Redden Advertising & Design, be limited to:
 - 8.2.1 the resupply of the Goods; or
 - 8.2.2 the payment of the cost to resupply of the Goods.

9. Force Majeure

Redden Advertising & Design's obligations will be suspended if any event occurs which is beyond the control of Redden Advertising & Design and affects the ability of Redden Advertising & Design to perform its obligations.

10. Defective Goods

- 10.1 Subject to clause 10.2, if the Customer believes that the Goods or Services are defective the Customer must:
 - 10.1.1 notify Redden Advertising & Design in writing of the defect within 14 days of receipt of the Goods; and
 - 10.1.2 return the defective Goods to Redden Advertising & Design.
- 10.2 Redden Advertising & Design will not be liable for any defective Goods or Services where the Customer has:

10.2.1 provided its Approval in respect of the Goods or Services; or

10.2.2 directed Redden Advertising & Design not to provide a sample of the Goods or Services for the Customer's Approval.

10.3 The Customer will be deemed to have accepted the Goods unless it notifies Redden Advertising & Design otherwise in writing within 14 days of receipt of the Goods.

10.4 If, upon inspection of the defective Goods or Services, Redden Advertising & Design is satisfied that the Goods or Services are defective, then Redden Advertising & Design will, at the Customer's option:

10.4.1 replace the Goods or Services; or

10.4.2 refund to the Customer the cost of the Goods or Services.

11. **Privacy Act**

By this Agreement, the Customer acknowledges and agrees that the *Privacy Act* 1998 (Cth) allows Redden Advertising & Design to give personal information about the Customer to a credit reporting agency.

12. **Guarantee**

In consideration of Redden Advertising & Design providing the Goods and/or Services, the director of the Customer who signs this contract:

12.1 guarantees that the Customer will perform all obligations under this contract; and

12.2 indemnifies Redden Advertising & Design against any loss Redden Advertising & Design suffers due to the failure by the Customer to perform any of its obligations under these terms of trade.

13. **General**

13.1 The Customer acknowledges and agrees that the work carried out by Redden Advertising & Design will be governed solely by the terms and conditions set out in this agreement.

13.2 This Agreement is governed by the laws of South Australia and the Commonwealth of Australia.

13.3 The parties submit to the jurisdiction of the Courts of South Australia and the Commonwealth of Australia. Any proceeding brought in the Federal Court of Australia must be instituted in the South Australian District Registry.