

Sign Project Ltd, Terms and Conditions of Trade.

1. Definitions

In these conditions unless the context otherwise requires:

Buyer means the person, or company buying the goods from the Company.

Products and/or services mean the products and/or services being purchased by the Buyer from Sign Project.

Contract means the contract between the Company and the Buyer for the purchase of the goods.

Date of the contract means where the contract arises from a quotation given by Sign Project, i) the date of acceptance of the order by the Sign Project; or ii) Where the contract arises from a quotation given by Sign Project, the date upon written notification of acceptance of the quotation is received by Sign Project.

Contract price means the price of goods as agreed between the Buyer and Sign Project.

Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.

2. Quotation

The Buyer may request a Quotation from Sign Project setting out the price and quantity of the Goods to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within an acceptable timeframe.

3. Your Order

By placing an order with Sign Project you represent that you have the right to use all, text, graphics and logos provided. We reserve the right to refuse any orders we believe have infringed on the intellectual property rights of others.

Sign Project may use its sole discretion to turn away any order that it considers obscene, profane, racist or derogatory to any, age, gender or disability. Any artwork containing, explicit sexual content or any other content that is inappropriate for Sign Project production.

4. Changes, Cancellations and Refunds

Custom items understandably cannot be returned. Any other items may not be returned without written authorization from Sign Project. A service charge may apply.

We will use all practical efforts, at the buyers request to change or cancel your order prior to production. If an item has begun production we cannot change or stop the order. You will be charged for the full amount of the order. If the order changes, your original quote may vary and services fees may apply.

5. Print Color

Sign Project prints based on the files provided and will use its best judgment to substitute for vinyl colors. Sign Project does not guarantee or allow refunds for orders without a color match sample

being approved. Color match samples can be provided at the request of the buyer at an addition charge. Color match samples may delay the order.

6. Acceptance

If any instruction is received by Sign Project from the Buyer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

7. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by Sign Project shall apply to all orders for the goods and the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

8. Price

The Price shall be as indicated on quotes & invoices provided by Sign Project to the Buyer in respect of products and/ or services supplied; or

Time for payment for the products and/or services will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery or collection of any goods.

The Buyer agrees that the cost price shall be determined by Sign Project, and shall take into consideration "one-off" costs such as design and production.

Sign Project reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.

9. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and Sign Project.

Subject to any provision to the contrary in the Contract, payment (being cash unless otherwise arranged in advance and confirmed in writing by The manager or his appointee) shall be received on or before the 20th of the month following the date of Sign Projects invoice to the Buyer, which shall be issued promptly on or after delivery of the goods.

If the buyer does not have a credit account with Sign Project payment is strictly 50% on order and 50% prior to collection or delivery.

Late payment may incur interest at the rate of 10% per annum calculated on a daily basis and a \$15/month administration fee may apply. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by Sign Project, but without prejudice to Sign Project's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date.

Without prejudice to any other remedies Sign Project may have, if at any time the Buyer is in breach of any obligation (including those relating to payment); Sign Project may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. Sign Project will not be liable to the Buyer for any loss or damage the Buyer suffers because Sign Project exercised its rights under this clause.

I. In the event that:

- a) Any money payable to Sign Project becomes overdue, or in the Sign Projects opinion the Buyer will be unable to meet its payments as they fall due; or
- b) The Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Company's other remedies at law Sign Project shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to Sign Project shall, whether or not due for payment, immediately become payable.
- d) Sign Project has the right to register an interest on the PPSR

10. Governing Laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

11. Dispute Resolution

Sign Project will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

12. Reservation of Title

Ownership and title of the goods remains with Sign Project until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to Sign Project, have been paid in full.

13. Warranty

Sign Project warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Company within 48 hrs. from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If Sign Project elects to repair or replace any defective goods, such work shall be undertaken at such place as Sign Project may reasonably specify and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified. Sign Project does not warrant works where existing materials of any type have been used when Sign Project has expressed that the material are sub-standard.

14. Shipping:

Sign Project takes no responsibility for goods damaged in shipping. If the buyer suspects' damage has occurred during shipping it is the buyers' responsibility to notify Sign Project within 48 hrs. and prior to opening the packaging. Upon notification Sign project will contact the carrier. Once packaging has been opened responsibility passes to the buyer to report damage and claims directly to the carrier. When special packaging is required, the buyer will be charged accordingly.

15. Liability

Sign Project shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of Sign Projects obligations under the contract, including any cancellation of the contract or any negligence on the part of Sign Project, its servants, agents or contractors, nor shall Sign Project be liable for any loss, damage or injury caused to the Buyer's, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify Sign Project against any claim by any such person. While utmost care will be taken, Sign Project shall not be liable for any loss or damage of any kind when de-imaging signage previously installed by Sign Project or other contractor.

Signatures and witnesses

Iof

have read and accept the Terms of Trade as outlined in this document.

Signature: Date:

Your signature: Date:

Witnessed by: