

TERMS AND CONDITIONS

PARTIES

This contract is made between the CUSTOMER and FACE VISUAL MARKETING GROUP PTY LTD, ACN 111 415 402.

INTERPRETATION

In these terms and conditions:

The following words shall have the following meanings unless the contract expressly requires otherwise.

i) The "Customer" means the person or Company that has, is or is intending to purchase goods and/or services and also expressly includes any person or Company receiving these conditions on behalf of that person or Company and includes their successors, assigns, or legal personal representatives.

ii) "Face Displays", "Face Digital", "Face Design", "Face Gifts", "Face Installs", "Face VMG" means FACE VISUAL MARKETING GROUP Pty Ltd, ACN 111 415 402, its sub-contractors, agents, servants or any individual or Company acting on our behalf.

iii) "Equipment" means the items or services, provided by Face VMG to the customer. Face VMG reserves the right to deliver "equipment" the same or of higher specification than that quoted.

Heading notes herein are for reference purposes only and shall not affect the interpretation of this contract.

Words importing the singular shall include the plural and vice versa and words importing one gender shall include all other genders and words importing persons shall include corporate bodies and municipal and other authorities.

TERMS AND CONDITIONS

1. If the contract provides that the equipment is to be delivered/freighted by Face VMG, then:

i) The Customer shall pay to Face VMG upon demand all delivery charges specified herein, and if not specified, then any delivery/freight charges as calculated by Face VMG.

ii) Delivery times and dates are estimates only and late delivery will not entitle the Customer to cancel this contract.

2. Delivery/freight of Equipment is at the expense and risk of the Customer.

3. All equipment must be carefully checked by the Customer and any variations or manufacturing defects notified to Face VMG within 48 hours of receipt.

4. If the contract provides that the equipment is to be stored by Face VMG, then:

i) The Customer shall pay to Face VMG all charges specified herein on a monthly basis, and if not specified, then any storage charges as calculated by Face VMG.

ii) Storage is billed monthly in advance. If payment is not received by the due date as detailed overleaf, Face VMG reserve the right to either return the equipment at the customers cost (see term 2.) or impound the equipment until payment is received, whichever Face VMG deem applicable.

iii) Insurance is not provided for stored equipment and is held at the risk of the Customer.

5. The Customer shall make your own enquiries about the Equipment's fitness for the purposes for which it is designed or used by the Customer and shall satisfy yourself, before the Equipment leaves Face VMG possession, that the Equipment is fit for that purpose and is in a condition suitable for use.

6. The Equipment shall remain the property of Face VMG and title of the Equipment shall not pass to the Customer until all outstanding monies, including credit has been paid.

7. The Customer shall not sell, charge, pledge or part with possession of Equipment until title has been transferred.

8. The Customer shall pay Face VMG in total all amounts invoiced in relation to the Equipment supplied by the due date. In the event that payment or part thereof is received after the due date the Customer shall pay an additional credit charge of 2.5% per month (calculated on a daily basis) on the amount owing. If collection of outstanding amounts is referred to a third party by Face VMG the Customer shall pay any additional fees relating to the collection and the offence will be reported to a Credit Reference Agency.

9. Any credit facilities enjoyed by the Customer may be withdrawn or altered at the discretion of Face VMG.

10. The suspension or cancellation of work in progress is not permitted except upon terms which will fully compensate Face VMG for all work done and materials used or ordered.

11. **Face VMG reserve the right to use visual representations of Equipment supplied to the Customer as part of a Portfolio of work for use in, but not restricted to, promotions Marketing or Advertising media.**

WARRANTY

Face VMG warrants that each item of Equipment sold is of merchantable quality and reasonably fit for the purpose for which it was designed. Customer acknowledges that it has not relied upon any statement by Face VMG in respect of the Customer's purpose for utilisation of Equipment and that Face VMG is not responsible or liable for the failure of Equipment to perform outside the area for which it was designed.

LIMITATIONS OF LIABILITY

In the event that the Equipment does not function as warranted or in the event of any breach by Face VMG of the agreement then to the extent permitted by law Face VMG liability (if any) for loss, damage or injury whatsoever shall be restricted to the amount of repair or replacement of the faulty part and Face VMG shall not be liable for any item supplied by a 3rd party or of so called consequential loss.

I have read and understand the above terms & conditions of sale and am authorised to sign as acceptance on behalf of my employer.

Customer signature _____ Date _____

Print Name _____ Company _____