

GENERAL TERMS OF SALE & SUPPLY

Double Impact Displays Pty Ltd

1. Acceptance

- a. Upon acceptance of the initial quotation an invoice will be raised for the quoted amount. Acceptance of the quote forms a binding contract between you and Double Impact Displays (DID) meaning that you the customer accept the terms and conditions listed below.
Note: The quotation is valid for 14 days from the date of the quotation and may only be accepted by the customer by written notice.
- b. By contracting our services you agree to be bound by all the terms and conditions contained in this document.

2. Deposit and Payment

- a. The first invoice for all new customers are to be prepaid.
- b. All work is prepaid prior to production unless a 30 days trading account is applied for and approved prior to invoicing.
- c. DID is entitled to charge interest on all amounts not paid by the due date for payment and the customer undertakes to pay any interest charged on unpaid amounts. Such interest shall be calculated on a daily basis from the due date for payment until the date DID receives payment at a rate up to but not exceeding the current statutory pre-judgement interest rate in the State of New South Wales.
- d. By contracting our services, you further agree to indemnify DID and pay all costs and expenses on a solicitor/client basis if legal action is necessary, and/or Debt Collection Agents fees, which we may incur in recovering from you any overdue account.

3. Payment Method

- a. Invoice payment may be made via direct deposit into DID's bank account.
- b. Or by credit card (Visa, MasterCard only) however a surcharge will be applied to all credit card transactions.

4. Pricing

All prices in this quote are inclusive of GST. Unless otherwise specified, any artwork changes, corrections, or additional costs incurred during production will be deemed chargeable.

5. Production

- a. DID cannot ensure an exact match in colour or texture between the customer's artwork (including electronic graphic files or previously printed materials or any other materials supplied by the customer) and the final delivered goods.
- b. The customer acknowledges and accepts that there are acceptable levels of colour variation from print run to print run, from stock to stock, from back to front and between different printing processes.

6. Delivery

- a. Freight costs are charged in the quotation but additional freight costs may be added due to changing freight arrangement.
- b. By contracting our services, you give us authority to use any method for handling, transporting or storing the merchandise. DID will give priority to any instructions given by you.
- c. Should any unforeseen circumstances arise with respect to freight, DID will contact customers immediately to advise them of the situation.
- d. All freight shipped does not include insurance unless requested and the additional cost will be charged to the customer.

7. Delayed or Lost Goods

- a. Should goods be lost or delayed in delivery through no fault of DID, DID will do whatever is reasonably possible to locate the freight and ensure its prompt delivery.
- b. If, however, delivery does not take place by the contracted date at no fault of DID, DID is not liable for any loss, disappointment or inconvenience whatsoever suffered by the customer.
- c. Further, DID will not be liable for additional freight costs required to be paid to secure delivery of the merchandise in the event of unforeseen circumstances delaying delivery. These costs will be charged to the customer.

8. Damaged Goods

- a. All merchandise is packaged to withstand handling, transport and storage. In the event that the goods are damaged by the

freight company DID will do all that is reasonably possible to claim the maximum amount of compensation from that freight company and relay that compensation to the customer.

- b. DID is not personally liable for any damage caused to the merchandise through no fault of its own. If the recipient of the merchandise releases the freight company from liability for damage, DID is also released from any connection with the damage.

9. Title and Intellectual Property

- a. Title to any products passes from DID to the customer on payment of all amounts owing in respect of the quotation provided. Until such time, title in any products remains with DID.
- b. Layouts and artwork created by DID are subject to copyright protection. No part of any layout or artwork created and supplied by DID may be used, reproduced, or disclosed in any form without our written consent and subject to payment in full of applicable fees.
- c. DID is not liable for inadvertently infringing a third party's design and it is the customer's responsibility to avoid any trade mark infringements related to the job.

10. Reschedules and Cancellations

- a. Once an order has been accepted, 50% cancellation fee applies if DID agrees to a customer's request to cancel an order.
- b. All installation reschedules will incur an additional \$30 fee for each delivery location.
- c. Onsite cancellation will incur an additional \$50 fee for each location.

11. When you must notify DID

- a. The customer must notify DID at least 14 days prior to any proposed changes of ownership, change in registered particulars, alteration, addition to shareholding or directorship, application for winding up or liquidation and any other change, alteration or addition to the customer's internal structure.
- b. The customer must provide DID with full details of the proposed change, alteration or addition. DID may in its absolute discretion require security or additional security as DID in its discretion think fit and shall be entitled to withhold supply of any goods until such security or additional security is provided.
- c. If the customer does not notify DID of a proposed change, DID may rely on any directors/proprietors' personal guarantees provided.

12. Privacy

- a. DID is bound by the Privacy Act and takes steps to ensure that all personal information obtained in connection with the customer will be appropriately collected, stored, used, disclosed and transferred with the Privacy Act.
- b. The customer acknowledges that the Privacy Act 1988 (Cth) (Act) allows DID to give a credit reporting agency certain personal information about the customer.
- c. The Customer acknowledges and agrees that DID is entitled to undertake all necessary enquiries, investigations, and assessments to ensure recovery of any outstanding account balance.

13. Indemnity

The customer shall indemnify DID against any loss or expense, including debt collection costs arising from the customer breaching these Terms of Trading on a full indemnity basis.

14. Severability

If any of these Terms of Trading is or becomes for any reason wholly or partly invalid, that term shall to the extent of the invalidity to be written down to maintain its intended purpose where permissible by law or severed without prejudice to the continuing force and validity of the remaining terms.

15. Governing Law

This Service Agreement, and any dispute arising out of, or in connection with it or its subject-matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia.

16. POS Deliveries

Before any 3rd party POS material is shipped to DID our warehouse manager must be advised by either email

Phillip.rollings@doubleimpact.com.au or phone: 02 99991322 of the following information:

ETA

Weight and dimensions of freight

If palletised, weight and dimensions of pallets.

Double Impact Displays Pty Ltd

ABN: 47066720492 Phone: 02 9999 1322

Unit 23, 14 Jubilee Ave, Warriewood, NSW 2102