

**Terms and conditions of sale  
Etude Promotions and Marketing**

These terms and conditions apply to every dealing between etude promotions and marketing, (here forth to be known as etude), and the customer, and the customer accepts these terms and conditions prevail over any other conditions whether verbal, implied or written unless so prevented by legislation.

1. Orders:

- a. The customer should place a written order with full details and specifications. Where the customer does not do this etude will not be responsible for any mistakes that could be attributed to the lack of written details.
- b. Where an order has a deadline, that deadline must be shown on the written order and all artwork etc, must be provided at the time of order for the deadline to be accepted as a valid condition of the dealing. All files must also comply with etude's specifications. Failing to provide etude artwork and files or any other necessary items to complete the order on time will relieve etude of any liability for late delivery. In the event that artwork, files, etc are provided later than agreed, the customer agrees to pay any additional costs that may be incurred.
- c. The person giving the order on behalf of the customer whether in writing or verbally shall be deemed authorised unless expressly advised in writing to the contrary.
- d. Whether verbal or written purchase order is given it shall be understood that all the enclosed terms and conditions are agreed and fully accepted.

2. Deliveries:

- a. Etude will attempt to follow the client's delivery instructions and a signature may not be obtained. Etude will not be responsible for any losses arising from delivery, including delays, lost items and damage.

3. Claims:

- a. The customers must lodge a claim within 7 days of receipt of the goods the subject of the claim as to issues of production materials, quality or installation and within 10 days of the date of the invoice as to matters of price. Etude will not be liable for claims made after these times. In any event etude's liability excludes any consequential loss and etude's obligation is limited to replacement of the goods, (including installation where this formed part of the dealing). Etude will not be responsible for events or costs beyond its control.

4. Ownership of Goods:

- a. The property of the goods will not pass to the customer, or customers' representative, until full payment is made and honoured.

5. Loss & Damage of Artwork, Negatives:

- a. Whilst using its best endeavours, etude will not be responsible for the loss or damage to client supplied artwork, transparencies, or files etc.

6. Artwork:

- a. Artwork remains the property of etude unless specifically requested by the customer at time of order, and an additional charge may be payable. All artwork is subject to copyright laws, licensing and royalty fees.
- b. Upon cancellation of an order, any work performed by etude prior to the cancellation is still payable by the customer.

7. Copyright:

- a. The customer warrants to etude, (and indemnifies etude against all actions in relation to a breach of the warranty) that the customer owns or controls the copyright to all the items provided by the customers in order to do the work or have obtained permission to use these items from the copyright holder.

8. Uncollected goods:

- a. If etude has completed the work required and the goods are not collected or installed for whatever reason within 1 month of the customer being notified, then etude may dispose of those goods at its absolute discretion.

9. Price:

- a. Where a price is quoted that price will apply to goods supplied for a period as specified in the quotation from acceptance of the quotation unless varied by changes in Government regulations, currency movements of other factors beyond etude's control. Otherwise the etude price is subject to etude's normal pricing structure. All prices quoted by etude are subject to 10% GST.

10. Credit:

- a. Etude may at its absolute discretion open (and stop or close) a credit account with the customer. Where etude deems it prudent and without assigning any reason therefore etude may require part payment before commencing or continuing work on the order, or delivered any goods. If the customer fails to pay their account subject to terms as per agreed, then etude may charge interest (at current market rate) for the period payment is not made. In the event etude resorts to legal action to obtain payment, the customers will pay all expenses incurred including but not limited to legal costs.

11. Failure to Perform:

- a. Etude will not be liable for any loss which is due to any circumstances beyond it's control including inability to obtain materials, labour transport or subcontractors or lack of supplies or machine failure or burglary, vandalism or theft.
- b. Notwithstanding anything above etude will not be liable for any consequential loss.