

## terms and conditions of sale

When you place an order with Signarture Pty Ltd ACN 116 872 194 (the Company) through our online gallery, you are accepting an offer by the Company to sell the goods on the following terms and conditions.

### your order

Unlike some other online galleries, your artwork is not held in stock, but made to order to your exact specifications. Accordingly please choose carefully as once your order has been submitted, it is irrevocable and you will be unable to alter your order.

### colour variation and reproduction

If you read the FAQ's you'll already know that due to variations in colour calibration of every monitor and printer, the colour and appearance of your artwork may vary from that displayed on your monitor. For this reason we cannot guarantee an accurate match, and you accept the risk of any apparent colour variance. Colour matching guides which may provide a more accurate gauge of the true colours in your artwork are made available to you on request, but you acknowledge that the Company will not accept the return of goods on the basis of colour variation within commercial tolerance.

### copyright

You may have already noticed the copyright warning on the website. Copyright for all artworks is owned by the Company and the sale of goods does not include nor convey to you any intellectual property, such as copyright, design, trade mark or similar. All images published on the website, any images supplied for review prior to order, and all artwork supplied by the Company will at all times remain the intellectual property of the Company. Reproduction of artworks owned by the Company in whole or part constitutes an infringement of copyright which will be pursued vigorously.

### payment

Full payment is required at the time of order placement. You must advise the actual delivery address at the time of order placement to enable freight costs to be evaluated.

The Company reserves the right to apply a surcharge for delivery to addresses to which a surcharge is applied by its freight agents. If you believe your address would be classified as 'remote', or you live in a country without regular freight traffic from Australia, you are encouraged to contact us prior to the placement of your order to obtain an accurate quote for delivery. Any surcharges for delivery to your address will otherwise be advised to you shortly after receipt, and your order will not proceed until additional payment covering these delivery charges has been received. If you are unwilling to pay the surcharges for delivery to your address, any payment received from you will be refunded, less an administration fee.

### delivery

Your artwork will be carefully packaged for delivery and we want to ensure you receive it that way. You (or your nominated signatory) will be required to sign for your delivery. If the packaging appears damaged on delivery, you must note "damaged in transit" alongside your signature and you must notify the Company within 7 days if on inspection the goods have indeed been damaged in transit. Where such damages are confirmed to have been caused the Company or its freight agents, collection of the damaged goods and provision of replacement goods will be arranged at no cost to you.

### limitation of liability

To the extent permitted by law, and subject to the clause below, the Company makes no warranties in relation to the supply of goods. Nothing contained in these terms and conditions shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application to these terms of the Provisions of Part V of the Trade Practices Act or any relevant Australian State or Territory statute which by law cannot be excluded, restricted, or modified.

However, to the extent that any such statute permits the Company to limit its liability to compensate or indemnify any person for breach of condition or warranty implied in these terms and conditions, then the liability of the Company for such breach shall be limited, at the election of the Company, to (a) the replacement of the goods ; (b) the repair of the goods ; (c) the payment of the cost of repairing or replacing the goods ; (d) the payment of the cost of acquiring similar goods or (e) the supply of equivalent goods.

Information on this website has been prepared in accordance with Australian law for the supply of goods and services in Australia. If this does not satisfy the laws of the country in which you reside or from which you are accessing this website, then it is not directed at you, it cannot be relied upon by you, and you must cease your use of this website and must not order any goods or services from this website.