

## terms and conditions of sale

### orders

1. The placing of an order with **signarture Pty Ltd ACN 116 872 194** ('signarture') by the person or entity entering into a sale contract with signarture ('the buyer') is an acceptance by the buyer of an offer by signarture to sell the goods on these terms and conditions.
2. These terms and conditions apply to all sales of signarture's goods despite any contrary terms which may appear on any documents put forward by the buyer or its agents.
3. As all goods are custom made to order, orders received by signarture are irrevocable and cannot be altered by the buyer.

### payment

4. Full payment for the goods is required to be made to signarture by the buyer at the time of order placement or under the terms of the invoice or any trading agreement in place.
5. Any price lists supplied to the buyer by signarture form part of these terms and conditions of sale and are binding on the buyer unless otherwise agreed by signarture. Unless expressly stated, price lists do not include the costs of delivery.
6. Trade orders may be subject to minimum purchase requirements and trading terms as agreed with the buyer. Promotional orders are subject to the terms and conditions applicable to that promotion. Any orders howsoever received to which a trade or promotional discount code has been applied are subject to verification of trade status or eligibility. Signarture reserves the right to refuse orders to which such discounts have been incorrectly applied.
7. All goods supplied remain the property of signarture until full payment is received, and signarture reserves the right not to supply further goods where any payment from the buyer to signarture is overdue. The buyer is liable for any loss or damage to goods in their custody, including those on loan and on consignment, for which full payment has not yet been received by signarture.

### delivery

8. The delivery address advised to signarture by the buyer must be a street address where the buyer or their representative can sign for the delivery during normal business hours. If this address is unattended when delivery is attempted, signarture reserves the right to charge the buyer a re-delivery fee.
9. A contact phone number is required for all orders and will be provided to our freight agents. Any site access issues which are not advised by the buyer prior to delivery and result in surcharges being applied by our freight agents will be passed on to the buyer for payment.
10. For orders placed online, signarture reserves the right to request a surcharge for delivery to addresses classified as remote and/or to which a surcharge is applied by its freight agents. Where the buyer is unwilling to pay such surcharges, the order will not be accepted and any payment received will be refunded.
11. Any delivery dates advised by signarture to the buyer are indicative only. Signarture shall not be liable for any loss or damage howsoever resulting from any delay in delivery and the buyer shall not be relieved of any obligation to accept or pay for the goods by reason of any delay in delivery.
12. If the goods are clearly damaged on delivery the buyer must refuse to accept the delivery. If the packaging is damaged and the buyer has reason to believe the contents will be damaged, the buyer must sign for the goods only after noting "damaged in transit".
13. If the buyer claims that goods provided by signarture are defective or have been incorrectly delivered, the buyer must make a claim in this regard within 7 days of the delivery date and provide substantiating evidence to the reasonable satisfaction of signarture. Where it is confirmed that such damages are attributable to signarture or its freight agents, collection of the damaged goods / provision of replacement goods will be arranged at no additional charge.

### care and handling

14. All artworks need to be handled with care and protected during transit, storage and once installed. The buyer is responsible for reading and following any care advice provided by signarture in respect of canvas and perspex artworks, and for ascertaining and following the appropriate handling and care procedures for all other materials to which signarture artworks are ordered and supplied.

### copyright

15. Copyright for all artworks is owned by signarture. The sale of goods does not include nor convey to the buyer any intellectual property, such as copyright, designs, trademarks or similar. All images published on the website, supplied for review prior to order and all goods supplied by signarture will at all times remain the intellectual property of signarture. Reproduction of artworks owned by signarture in whole or part constitutes an infringement of copyright.
16. Unless proprietary commissioned or otherwise agreed at the time of order signarture has the right to sell additional editions of all artworks to other buyers up to the specified edition limit for the artwork. Edition limits apply to each colour and format of a design.
17. Where images are supplied by the buyer for reproduction in whole or in part, the buyer warrants that such reproduction does not infringe the intellectual property rights of any person or entity and agrees to defend and indemnify signarture against any causes of action, liability or damages or costs of any kind or nature.

### warranties

18. To the extent permitted by law, and subject to clause 21, signarture makes no warranties in relation to the supply of goods.
19. The buyer accepts that, due to the nature of the print production process and variations in colour calibration of monitors and printers, the colour and appearance of the final goods may vary, within commercial tolerance, from that of any images or samples supplied. The buyer accepts the risk of such differences and signarture will not accept the return of such goods.
20. In specifying the products or services for any purpose, the buyer relies upon their knowledge and expertise or upon independent advice. Signarture shall not incur any liability to the buyer for any advice, recommendation, information or assistance supplied.
21. Nothing contained in this warranty 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 State or Territory statute which by law cannot be excluded, restricted, or modified. However, to the extent that any such statute permits signarture 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 signarture for such breach shall be limited, at the election of signarture, 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.
22. Information published on our website [www.signarture.com.au](http://www.signarture.com.au) 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 these websites, then it is not directed at you, cannot be relied upon by you, and you should not order goods or services without seeking clarification.