



Estimate/Quotation General Terms & Conditions ***(updated August 2022)***

Definitions

These terms and conditions serve as a contract and set out the terms ("Agreement") upon which Cassette Pty Ltd, ABN 72 613 046 585, ("Cassette") will provide marketing services ("Services") to the purchaser ("Client").

Application

These terms and conditions apply to all contracts entered into between Cassette and the Client. These terms and conditions shall always apply and are deemed to be incorporated into all contracts between Cassette and the Client.

Engagement & Contract Period

The Client has engaged Cassette to provide the Services as per the scope and timing outlined within the Estimate.

Payment Terms

The fee payable for the Services is as per Estimate (exclusive of GST), which will be invoiced upon acceptance of the Estimate unless otherwise agreed in writing with the Company Director.

Terms of payment are 14 days from Date of invoice. All Deposits are Non-Refundable. Invoice queries will be accepted if received in writing to the Company Director within 7 days from issue date of invoice.

If this is the first time you are receiving a quotation from Cassette, please take the time to read through all elements carefully as Cassette regards all approvals by representatives of your company as final.

Disbursements

All third party supplier costs ("Disbursements") incurred by Cassette in delivering the agreed Services (e.g. couriers, postage, photography, talent fees, event suppliers etc.) will charged with a 15 percent handling fee.

For costs over \$250 ex. GST, an estimate of these costs will be provided to the Client for approval prior to a supplier being engaged by Cassette on the Client's behalf.

Liability

To the extent permitted by law, Cassette is excluded from all liability for all indirect, consequential, economic, punitive loss and loss of profit, loss of reputation, loss of data. In the event of any liability, such liability will be limited in the aggregate, to the amount of fees paid to Cassette in relation to the Services relating to the specific agreement.

Termination

The Agreement may be terminated, with or without cause by the Client, providing no less than 30 days' written notice. Should the Client provide less than 30 days' notice, full payment in lieu of notice will be required with absolutely no exceptions.

All accrued rights and liabilities of the parties (including, without limitation, Cassette's right to receive fees for Services rendered or for the balance of the notice period) survive and remain in full force and effect, notwithstanding any termination of the Agreement.

Information & Confidentiality

Except as contemplated by the terms of the Agreement or as required by applicable law or regulatory requirement, Cassette will keep confidential all non-public information concerning the Client provided to it by

the Client and will not disclose such information to any person, with the exception of disclosure in the ordinary course of business, without the written consent of the Client. The Client agrees to provide Cassette all relevant information and strategies concerning the Client including all advice received from the Client's professional advisers, that Cassette may rely on such Information without liability and that it will notify Cassette promptly after it becomes aware that any Information provided to Cassette has become untrue, inaccurate or misleading in any material respect.

Intellectual Property

Ownership of all concepts, drawings, visuals, print concepts and design applications, together with the copyright therein, shown for the purpose of approval, remain the property of Cassette. They may not be reproduced, taken in artwork, used for design applications or any means of implementation anywhere in the world without the written permission of Cassette. A Client shall have a licence to utilise the final design strictly for the purpose intended, but such a licence does not exist unless and until payment in full, of all invoices, is made by the Client to Cassette. Cassette may use job and project creative and associated materials for inclusion in Cassette marketing materials; for example, in future Cassette Marketing brochures, Cassette social media channels or the Cassette website.

Indemnity

The Client indemnifies Cassette against all loss, damages, claims, liability, expenses (including legal expenses), payments or outgoings incurred by or awarded against Cassette arising directly or indirectly from:

- > Any breach by the Client of the agreement;*
- > Any act or omission of the Client (including any negligence, unlawful conduct or wilful conduct) by the Client relating to the Agreement or arising as a consequence of the performance or non-performance of the Services rendered.*

Samples, Proofs, Finished Art and Delivery

Samples and proofs are always developed as closely as possible to the artists impression of the deliverable(s). The final artwork (co- ordination of typesetting, digital file assembly, mark-up documentation) will be produced in a format suitable for press; including delivery to publication. Unless otherwise stated above, samples, proofs, finished art and costs for delivery to publication(s) have not been included in the quotation.

Electronic Storage

As most artwork is stored electronically, the customer may wish to obtain digital media copies. Fee: \$250 per project. This service is optional, however should you need to access our graphics in the future, artwork and changes to artwork will be billed as per a new job.

Entire Agreement / Waivers

The Agreement constitutes the whole agreement between the parties and supersedes all prior agreements in relation to the Agreement. Amendments and waivers of the terms of the Agreement will only be effective if executed in writing by both parties.

Jurisdiction

The Agreement is governed by the law in force in the state of Victoria and the parties agree to submit to the jurisdiction of the courts and Tribunals of Victoria.

If acceptable, please sign and return of a copy of the agreement to Cassette as acknowledgement of the Client's agreement with its terms.