

## TERMS & CONDITIONS

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### The following are certain general terms and conditions for Six Onions ABN 80 784 938 428:

- 1 Price quoted is based on the original brief provided by the client and project overview outlined in the above costing. If the project varies from the original brief, additional costs will be incurred.
- 2 50% deposit is required before commencement of project, unless otherwise stated and agreed with both parties.
- 3 All work will be invoiced in stages or on completion based on the agreed terms. Estimated date of completion will be as defined by the project schedule. If the client extends the project schedule, further fees may be included.
- 4 Quote includes two sets of author's corrections at the concepting stage. Additional Client author's corrections and/or variations to the specification once artwork is in the construction phase may attract additional fees and will be charged at an hourly rate of \$135 p/h.
- 5 Request for changes will need to be supplied by the client in writing.
- 6 If Six Onions is contracted to provide services for a project and the project is cancelled, Six Onions reserves the right to demand payment for all work and expense incurred to date. Six Onions does not refund for any monies paid for cancelled jobs.
- 7 Payment of accounts must be made within 7 days of receipt of invoice unless other terms have been agreed to.
- 8 Six Onions reserves the right to pursue late payment.
- 9 Late payment will incur a surcharge of 5% on each invoice issued after the due date.
- 10 Six Onions retains the right to use the artwork and associated materials for the purpose of competitions, future publications, educational purposes, marketing materials and portfolio at our discretion.
- 11 The failure by Six Onions to insist upon compliance with any provision of the terms does not constitute a waiver of that provision and Six Onions shall be entitled to insist upon compliance with all provision of these terms at any time.
- 12 If a person or part of a provision of these Terms & Conditions are found to be invalid or unenforceable, then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on the parties.
- 13 No claims levied against Six Onions in relation to loss or damage will be considered unless all amounts owing by the Client to Six Onions have been paid in full.
- 14 That the production schedules will be established and adhered to by the Client and Six Onions. Neither party shall incur any liability or penalty for delays due to actions or negligence of the Client, state of war, riot, civil disorder, fire, labour trouble, strikes, accident, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and acts of God or other cause beyond their control. Six Onions shall be entitled to unilaterally extend production schedules for up to 60 days upon giving the client written notice.
- 15 That except by force of law, the parties acknowledge that Six Onions gives no warranty whether express or implied for the services and associate materials. In no event shall Six Onions be liable for any person and/or entities consequential and/ or incidental damages.
- 16 The Client further agrees to indemnify and hold harmless Six Onions for claims of any nature whatsoever pertaining to the services and their associated material. This includes the loss of proofs and materials, missing projected deadlines set for the completion of the services, loss of any information, claims relating to any intellectual property furnished by or to the Client.

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### Confidentiality

It is agreed that the directors and or employees of Six Onions shall not at any time during the continuance of the work outlined or thereafter, except in the course of their duties divulge any of the confidential affairs of the Client to anyone whatsoever without the previous consent in writing by the Client.

### Liability Regarding Work and Materials Provided

It is agreed that all work and materials provided for the Client by Six Onions will be free and clear of all liens and encumbrances and may be lawfully used by the Client without infringing upon the rights of others including and without limiting the generality of foregoing, any copyright trade secret patent.