

TERMS AND CONDITIONS OF SALE DATED SEPTEMBER 2020 BETWEEN ONTHEGO GROUP PTY LTD ACN 159 056 087 (“the Company”) AND

_____ (“the Customer”)

1. TERMS OF WEBSITE USE

Your use of this Service indicates your acceptance of these Terms and agreement to be bound by them. Acceptance of these Terms creates a binding contract between you and the Company whereby you agree to use the Website only in accordance with these Terms. If you have questions about these Terms, please contact Customer Service. Your use of the Services is entirely conditioned on and subject to your compliance with these Terms. If you do not agree with these Terms, do not access or use the Services.

Please read and carefully review these Terms, as they form a legally binding agreement between you and the Company.

2. USER CONDUCT

Though the Company is not required to do so, it may from time to time examine any Content submitted to the Website. Although the Company does not and will not examine or otherwise review all Content submitted or transmitted to the Website, the Company may delete, move, or edit Content for any reason, at any time, without notice.

All Content (whether private or public) is the sole responsibility of the person who submitted it.

By viewing the Website, you may be exposed to Content that you consider offensive. You take sole responsibility for any such exposure.

The Company in no way guarantees the accuracy, quality, or appropriateness of Content available through the Website.

3. INTELLECTUAL PROPERTY DRAWING, DOCUMENTATION AND INFORMATION

- 3.1.** Except for any Customer Logo, all Intellectual Property rights in the Goods are owned by the Company. The Customer agrees what it will not do anything to challenge or invalidate ownership of the Company Intellectual Property rights.
- 3.2.** Where the Company has designed, developed or made drawings for logos to be used on or incorporated into Goods for the Customer, then the Intellectual Property in those designs and drawings shall remain vested in the Company, and shall only be used by the Customer in accordance with these terms and conditions or otherwise as approved by the Company in writing.
- 3.3.** The Customer warrants that it owns or has a valid licence to use all Intellectual Property in any Customer Logo which is used on or incorporated into Goods. The Customer further warrants that any Customer Logo used on or incorporated into the Goods will not infringe the Intellectual Property rights of any third party.

4. PRICE & PAYMENT

4.1. Unless otherwise specified

4.1.1. quoted prices will include GST unless otherwise indicated

4.1.2. purchases will be dispatched within 5 weeks of the Webstore closing. This date may vary as directed by the Store Manager.

5. ORDERS

5.1. The Customer must place an order with the Company through the completion of the online checkout.

5.2. The Company may decline, via email registered to a specific order for the Customer, any order, in whole or part, at any time prior to delivery of the Goods without obligation

5.3. There is no right to withdraw your order once it is placed as all goods are made to your specification. However, if goods are faulty, the Company will reprint the product at no additional cost. In no other circumstances will the Company provide a refund.

5.4. The Company reserves the right to suspend or discontinue the supply of Goods to the Customer where the Customer is in default of these terms and conditions.

6. DELIVERY AND TITLE

6.1. All risk of loss of or damage to Goods shall pass to the Customer upon delivery to the Customer or the address where the Customer has directed the Company to deliver the Goods.

6.2. The Company will not be liable for any loss or damage whether in contract, tort or otherwise and whether direct or indirect arising out of delay in delivery.

6.3. Unless otherwise agreed, where the Customer has nominated an address to the Company, the Company shall at the Customer's expense deliver the Goods to this address. If the nominated address is unattended or if delivery cannot otherwise be effected, or the Goods cannot be despatched due to any act, matter or thing beyond the control of the Company, the Company in its sole discretion may store the Goods at the Customer's risk and expense or take such other steps it considers appropriate.

7. RETURNS AND DEFECTS

- 7.1.** The Company shall only accept returns on the basis that the Goods provided are defective Goods. The Company will not accept returns on the basis of change of mind by the Customer. The Customer shall give written notice to their Store Manager/Organisation representative of any claim ascertainable upon reasonable inspection of Goods within 14 days after the receipt of Goods.
- 7.2.** In the case of defective Goods, the Company agrees to replace or repair the Goods, provided that:
- 7.2.1.** the Customer has complied with clause 7.1
 - 7.2.2.** the Goods are returned to the Company in the condition that they were delivered;
- 7.3.** The Company shall not be liable for normal variations in colour and finishing, dimension, weight or certain availability of materials, along with quality of Goods.
- 7.4.** Where Goods are supplied to the Customers specifications, the Customer indemnifies the Company from any liability, loss or damage suffered by the Company in respect of any claim that the Goods infringe any patent, design or similar rights.
- 7.5.** Subject to those provisions of the *Competition and Consumer Act 2010* (Cth), and any other rights implied by law, which cannot be excluded by agreement between parties
- 7.5.1.** the Company makes no warranties, either express or implied, as to merchantability, fitness for a particular purpose, or otherwise, with respect to the Goods;
 - 7.5.2.** the Company's liability shall be limited at the Company's sole discretion to the replacement or repair of Goods.

8. FORCE MAJEURE

- 8.1.** Should the Company be delayed, hindered or otherwise prevented from complying with these terms and conditions by reason of events or circumstances beyond the reasonable control of the Company including but not limited to acts of God, wars, riots, strikes lockouts, trade disputes, or labour disturbances, breakdown of plant and machinery, accident, storm, fire, flood, difficulties in obtaining materials, transport or labour or any other circumstances affecting the supply of Goods and Services, then the Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer whether as a direct or indirect result of any such occurrences.

9. GENERAL

- 9.1.** These terms and conditions shall be governed by the law of the Australian Capital Territory and the Customer irrevocably submits to the jurisdiction of the Courts of the Australian Capital Territory.
- 9.2.** The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 9.3.** Any provision in these terms and conditions which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the terms and conditions.
- 9.4.** These terms and conditions may only be amended or supplemented in writing, signed by both parties
- 9.5.** The rights, duties and obligations and liabilities of the parties under these terms and conditions are several and not joint or collective. Each party will be solely responsible only for its obligations as specified in these terms and conditions.
- 9.6.** The Company may immediately terminate the supply arrangements contemplated by these terms and conditions if it becomes aware that a Customer Logo infringes or is likely to infringe the Intellectual Property rights of any person. For clarity, it is the responsibility of the Customer to ensure that it owns or has a valid licence to use any Intellectual Property in a Customer Logo.
- 9.7.** Any notice, request, demand, consent or other communication must be served in writing via email to the party's address as set out on the Invoice and shall be deemed to have been duly given or made if it is:
 - 9.7.1.** sent by electronic mail to the relevant party's email address as notified by the relevant party in the invoice – in which case it will be deemed to be received on the day it is sent if a Business Day, otherwise on the next Business Day.

10. DEFINITIONS AND INTERPRETATION

- 10.1.** In these terms and conditions:
 - 10.1.1.** "Business Day" means any day between the hours of 8:30am and 5:00pm, other than a Saturday or Sunday, bank holiday or public holiday in the Australian Capital Territory;
 - 10.1.2.** "Customer Logo" means any logo developed or provided by the Customer for use on or incorporation into the Goods;
 - 10.1.3.** "Goods" means the goods supplied by the Company to the Customer under these terms and conditions and as set out on the Invoice or Quotation;
 - 10.1.4.** "GST" means the tax payable on taxable supplies under the GST Law;
 - 10.1.5.** "Intellectual Property" means all intellectual property, including any logos, patents, patent applications, trade marks, service marks, trade or business names, registered designs, unregistered design rights, copyrights, moral rights, know how, trade secrets, domain names, internet addresses, rights in confidential information, and all or any other intellectual properties, whether registered or

unregistered, and including all applications and rights to apply for any of the same;

10.1.6. "Invoice" means the invoice provided by the Company to the Customer setting out the agreed price for supply of the Goods;

10.1.7. "Services" means any services provided by the Company which relate to the supply of the Goods.

10.2. These terms and conditions:

10.2.1. apply to all Goods and Services provided by the Company to the Customer.

10.2.2. form the sole agreement between the Company and the Customer and supersede and exclude to the extent possible at law:

10.2.2.1. any terms and conditions in previous offers or orders; and

10.2.2.2. any statements, representations or conduct made or done prior to entering into these terms and conditions.