

The Quattro Group Pty Ltd operates on the basis of conducting business in a totally transparent and accountable manner. We remain open to negotiating a retainer, project fee or commission based remuneration arrangement.

We provide strategy, creative design, concept development, production fulfillment and finished art, media planning and buying, marketing, event marketing and promotions.

CONDITIONS OF ACCEPTANCE OF ESTIMATES STANDARD TERMS OF TRADING

These terms of trading apply to all work undertaken and are to be read with any estimates provided. They override any other terms and conditions and can only be changed by mutual agreement in writing. As a valued client, they are intended to govern the working relationship we have with you.

ACCEPTANCE

By engaging our services you agree to be bound by these terms of trading. Engaging our services means accepting quotes, estimates or proposals to the extent that we perform agreed work for you. We cannot commence work until estimates we have provided have been authorised.

SUSPENSION OF WORK

Unless all outstanding accounts for a project are fully paid, we reserve the right not to commence, continue or deliver any work.

CHECKING MATERIAL

We will normally have to rely on the accuracy of factual information you provide to us. Accordingly, you will need to check any raw material (copy, designs, specifications, etc) which are provided to us to make sure that, to the best of your knowledge:

- it does not infringe any copyright, trade mark or design
- it is not in breach of confidence or is not misleading or deceptive
- it is not defamatory or unlawful
- all factual statements are true
- legal requirements for packaging or labelling goods are complied with.

We will process supplied material on the basis that you fully indemnify us against any breach of these requirements. This indemnity continues after any agreement ends.

It is important that you deliver the information to us as final and accurate as possible.

Please check material we supply to you for your approval thoroughly. Once you approve material you will have accepted responsibility and we will be able to proceed to the next stage.

REVISING ESTIMATES

If you request changes or additional work (to that specified on the approved estimate), the project will need to be re-costed and a new estimate provided. The proposed delivery date may also be re-scheduled to a suitable time agreed by both parties. You are responsible for increased costs for materials and external services where increases are beyond our reasonable control.

CANCELLATION & POSTPONEMENT

If the project is cancelled or postponed prior to completion, you will be billed for services and materials incurred up to that point (including cancellation fees charged by suppliers and/or media). The Quattro Group reserves the right to charge a 5% Media Planning Fee equal to the total value of the media schedule for media that has been briefed in by the client which is planned and/or bought by Quattro and subsequently cancelled by the client for reasons outside Quattro Group's control.

DELAY IN RAW MATERIAL OR RETURNING SIGNED PROOFS

In order for us to keep to production schedules, we will need you to provide us with material on which to work (eg. the copy of an advertisement) or return signed proofs within a specific time. If these are not received by the date we specify for their return, we are entitled to add the length of the delay to our production time.

AUTHOR'S CORRECTIONS

Client corrections may incur additional costs depending on the extent of changes. Client corrections to proofs after pre-press stage will incur extra costs, along with changes to produced TV and radio commercials.

You must forward any changes you require in good time, so we can action them properly. Whenever possible we prefer you to supply us with a digital file. To ensure changes are made accurately and according to instruction, we require them in writing.

ESTIMATES

Any estimate we provide remains valid for 30 days from the date of the estimate, unless otherwise stated.

PAYMENT

You agree to pay the balance of invoices within 30 days of the date of the invoice. Unless agreed otherwise, paying within time is essential to continuing or completing any further work for you. We reserve the right to require 50% of the estimate cost on some work before it is initiated or completed, especially if the work involves significant out-of-pocket expenses or work for a new client - in particular when producing TV or Radio commercials, and printing.

GST

Unless otherwise stated, 10% GST will be added to our estimates.

DISPUTING INVOICES

If you dispute any invoice, you must notify us in writing within seven (7) days of receiving it.

USE OF PROMOTIONAL MATERIAL & SAMPLES

We have the right to use any materials we or our sub-contractors produce in our folio and for promotional purposes. We may keep samples of each finished product created by us or our sub-contractors. These are for our reference and folio of work.

OUT-OF-POCKET EXPENSES

We do not normally include chargeable out-of-pocket expenses (such as couriers and miscellaneous disbursements) in the estimate, as these are hard to pre-determine. We will use couriers to expedite all work unless you provide us with alternative instructions. These will be charged at cost.

PRINTING

Whilst we take all reasonable care, we are not liable for printers' errors. If you do not notify us of defects within seven (7) days of delivery, it is understood you have accepted the goods as being satisfactory.

IMPLIED WARRANTIES

We give no express warranty in relation to the supply of our services to you and you acknowledge that you have not relied on any representation or warranty made by us or on our behalf.

Further, to the extent permitted by law, if we become liable to you in any manner whatsoever for breach of warranty or for any other reason, then our liability is limited solely to the cost of supplying the services to you again or the payment of the cost

of having the services supplied to you by a third party, whichever we choose.

SUB-CONTRACTING

We may use sub-contractors to perform any part of the work for you.

LAW OF AGREEMENT

The laws of Victoria, Australia apply to these Terms of Trading. The parties agree to submit to the non-exclusive jurisdiction of the Courts of Victoria in the event of any dispute arising out of our relationship.

ARCHIVING

All work is deleted from hard drives, backed up on CD and stored after completion of a job. Client requests for data at a later date will incur a retrieval and CD copying fee of not less than \$150.00. Due to the unstable nature of storage media, we cannot guarantee that your files or material will not become corrupted. We endeavour to archive your work for 12 months after completion.

OUR IDEAS

Any ideas we disclose to you remain our property unless you purchase them. You may not use these ideas without our permission (this includes showing or telling the ideas to another agency or supplier).

INTELLECTUAL PROPERTY & COPYRIGHT

The Quattro Group Pty Ltd retains the Intellectual Property and Copyright to all artwork, creative copy and concepts, images and strategies developed by the agency and/or its contractors. Should the client choose to purchase and transfer the Intellectual Property and Copyright, an estimate will be costed accordingly.

COMMENCEMENT FEE

Where the Quattro Group Pty Ltd is required to purchase goods or services in advance on any project on behalf of the client, a Commencement Fee may be charged at Quattro Group's discretion.