

## Fluid Fashions terms and conditions governing products & artwork approval

**The Customer does hereby agree with Fluid Fashions that the following terms and conditions shall apply to all products and artwork prepared by Fluid Fashions on behalf of the Customer;**

1. These terms and conditions supersede all other communications and negotiations (whether oral or written) between Fluid Fashions and the Customer in relation to the products and constitute the entire terms of the agreement between Fluid Fashions and the Customer.
2. The Approval constitutes the products and the artwork specifications in an order to be fulfilled and completed for the Customer by Fluid Fashions. The Customer shall not be entitled to request changes to product type and product numbers, and artwork specifications once the order has been placed. Any changes to the order can only be made by means of a new submission by the Customer and acceptance by Fluid Fashions for a separate approval, which acceptance Fluid Fashions may withhold in its sole discretion.
3. No order by the Customer is deemed to be accepted by Fluid Fashions until the Customer's credit has been approved by Fluid Fashions, Customer's artwork has been approved by Fluid Fashions and the Customer's order has been processed by Fluid Fashions. The Customer hereby authorises Fluid Fashions to conduct credit checks against the Customer. The Customer will pay for an order in accordance with invoiced terms and no returns, exchanges, or cancellations are permitted.
4. The Customer accepts full responsibility for number, colour, type of products, graphics, and other specifications noted above. There are no guarantees or warranties including, without limitation, any warranties of merchantability or fitness for a particular purpose with respect to the products including, without limitation, product colour or quality levels. The Customer acknowledges and agrees that small and/or detailed artwork and/or logos may not print clearly and that colour and quality variances may occur. The Customer specifically disclaims any right to rebates, discounts, and the like. Fluid Fashions shall not be liable to the Customer for any costs, expenses, or claims relating to any delays or failure to perform or causes beyond Fluid Fashions' control including, without limitation, fire or other casualty, act of God, labour dispute, difficulty in obtaining supplies, war or other violence, or any governmental law, order or requirement. Fluid Fashions liability to the Customer on account of errors or omissions regarding product artwork shall in no event exceed the amount of Fluid Fashions charges to the Customer for such products.
5. If by reason of Force Majeure, Fluid Fashions is unable to perform all or any of its obligations under these terms and conditions Fluid Fashions will give prompt notice and an estimate of the likely duration of the Force Majeure to the Customer, and will be relieved of that obligation to the extent and for the period that it is so unable to perform and is not liable to the Customer in respect of such inability.
6. The Customer represents and warrants to Fluid Fashions that the Customer has full legal right, title, and interest in and to the artwork requested. The Customer shall indemnify Fluid Fashions, its directors, officers, and employees to be fully harmless in connection with any third party claim arising out of, related to, or in connection with artwork that is defamatory, libelous, which breaches any intellectual property rights, which contravenes any other law, regulation or requirement of any governmental body or for any other reason.
7. Any delay or failure to enforce any term of these terms and conditions by Fluid Fashions will not be a waiver of any term of this terms and conditions.
8. These terms and conditions and the Approval are governed by and are to be construed in accordance with the law of the State of New South Wales. If a dispute arises out of, or in any way in connection with, or otherwise relates to this agreement, or the breach, termination, validity or subject matter thereof, or as to any related claim at law, in equity or pursuant to any statute, the Customer and Fluid Fashions agree to refer their dispute to Arbitration administered by the Australian Commercial Disputes Centre (ACDC). The Arbitration shall be conducted in Sydney, New South Wales, Australia in accordance with the ACDC Rules for Arbitration which are operating at the time the dispute is referred to ACDC and which terms are hereby deemed incorporated into this agreement. This clause shall survive termination of this agreement.