10. WARRANTY AND LIABILITY OF SUPPLIER
(a) To the extent permitted by law, the Liability of Company for breach of this contract by the Company or negligence of the Company or for breach of any conditions or warranty implied by the Competition and Consumer Act, 2010 and / or the Sales of Goods Act 1896 (as amended) shall be limited to one of the following at the Company’s option:
(i) the replacement of the Goods or the supply of equivalent Goods;
(ii) the repair of the Goods;
(iii) the payment of the costs of replacing the Goods or of acquiring equivalent Goods; or
(iv) the payment of the cost of having the Goods repaired.
(b) In the full extent permitted by law all other warranties or liabilities imposed or implied whether by law or statute are expressly negatived.
(c) Customer shall assume all risk and liability resulting from the use of the Goods either alone or in conjunction with other Goods or materials even if Customer had or should have had prior knowledge of use to which the Goods would be put.
(d) To the extent permitted by law, the Company is not liable to the Customer for any indirect or consequential losses, loss of profits or use, any rectification costs or third party claims in connection with providing the Goods.

11. RETENTION OF TITLE
(a) As long as the Customer owes the Company any part of the sale price for Goods supplied at any time the Company shall retain the legal title in all Goods supplied and not yet paid for or returned.
(b) The Customer shall keep such Goods separately during the time he has them in such a way that Goods remain identifiable and shall hold such Goods as bailee for the Company. When such Goods are sold or used, even with loss of identity, legal title to the resultant product shall pass to the Company.
(c) If the Customer resells the Goods aforesaid before all moneys payable by the Customer to the Company have been paid, the Customer agrees that it holds the proceeds of re-sale of the Goods on trust for and as agent for the Company immediately when they are receivable or received, such proceeds to be kept in a separate account.
(d) It is further accepted, acknowledged and agreed that:
(i) the retention of title clause herein constitutes a security agreement for the purposes of the PPSA which creates a Security Interest in all Goods including any Commingled Goods. It is the intention of the Company and the Customer that the registration of the Company’s Security Interest on the PPSA a Purchase Money Security Interest will result; and
(ii) until such time as ownership of the Goods shall pass from the Company to the Customer, the Company may give notice in writing to the Customer to return the Goods to the Company. Upon such notice the Customer’s rights to obtain ownership or any other interest in the Goods shall cease.

12. INTELLECTUAL PROPERTY
The Company owns and will retain the ownership of all intellectual property, copyright and design rights in and to the Goods the services any associated documentation, and owns and will retain the ownership of any associated documentation produced in connection with the Goods and services.

13. SECURITY INTEREST
(a) The Customer hereby acknowledges that these terms and conditions of sale constitute a security agreement which creates a Security Interest in favour of the Company and in all Goods supplied by the Company to the Customer and all after acquired Goods supplied to the Company by the Customer (or for the Customer’s account) to secure the payment from time to time for Goods, including future advances. The Customer agrees to grant to the Company a Purchase Money Security Interest.
(b) The Customer gives the Company a Security Interest in all of its present and after acquired property in which Goods created or financed by the Company have been attached or incorporated, including any Commingled Goods and in any proceeds of sale of Goods.

14. GENERAL COVENANTS
(a) Until such time as payment in full has been received by the Company from the Customer in respect of the Goods, the Customer covenants to the Company not to create, cause or permit to exist any other Security Interest over any Goods the subject of the applicable Order, other than a Permitted Security Interest and covenants that it shall comply with the terms of each Permitted Security Interest binding on it in respect of the relevant Goods from time to time and shall ensure that:
(i) there is no increase in the amount secured under a Permitted Security Interest (excluding any part of a Permitted Security Interest which is a purchase money security interest); and
(ii) there is no variation to a Permitted Security Interest that increases the collateral subject to the Security Interest, other than a Permitted Security Interest; and
(iii) neither the Company nor the Customer will create, cause or permit to exist any other Security Interest or perfection or security interest in that property by possession or control for the purposes of the PPSA.
(b) The Customer waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by or on behalf of the Company under the PPSA to the extent permitted by the PPSA and agrees to that as between the Company and the Customer, to the extent permitted by the PPSA, the Customer will have no rights under (or reference to) sections 95, 97, 117, 118, 120, 121(4), 121, 122, 125, 128, 129, 130, 132(5)(i), 132(6), 134(1), 135, 142 and 143 of the PPSA.

15. RETURNS
(a) The product which is damaged or defective, or which is not in accordance with the Customer’s order, may be returned within fourteen (14) days of delivery. The Customer may not return Goods that are not defective. The Customer shall be responsible for payment of all reasonable costs of the transportation of the Goods and may not return any Goods that are returned at the Customer’s expense. The Customer shall inspect the Goods on delivery and shall within seven (7) days notify the Company of any defect, shortage in quantity, damage or failure to comply with the description or quote (“a Claim”). The Customer shall prior to cutting the Product check that it matches their order because it is agreed no Claim is valid after the Goods have been altered. Samples of the Goods supplied will not be accepted for return without prior agreement with the Company.

16. EXTRAORDINARY EVENTS BEYOND OUR CONTROL
The Company will have no liability to the Customer in relation to any loss, damage or expense caused by the Company’s failure to complete an order or delivery or contract as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, industrial action, lock out, war or the inability of the Company’s suppliers to supply necessary materials or any other matter beyond the Company’s control.

17. MISCELLANEOUS
This Contract shall be governed and construed in accordance with the law of the State in which the Goods are delivered and no conduct by the Company with respect to any default of the Customer and the performance of any obligation or condition of this Contract shall be deemed to be a waiver of that or any other obligations or conditions.
18. DESIGN REPRODUCTION
Where the Customer submits a design to the Company for reproduction, The Customer shall indemnify the Company against any losses, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging infringement of that third party's intellectual property rights by reason of the provision by the Customer of infringing designs or materials for use by the Company and/or the failure of the Customer to obtain any necessary permission, authorisation, licence or consent of a third party in relation to the use and incorporation of that third party's designs or other material containing its intellectual property rights.

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<th>Please Sign and Return If Providing your own Artwork Indemnifying Materialised Pty Limited of any Copyright Issue</th>
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<td><strong>Company Name:</strong></td>
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The Following Terms of Trade are further applicable if you are providing your own base cloth.
Materialised Pty Limited offers to perform the process of transfer printing the design either from Materialised or presented by you onto your fabric.

**Responsibility**
Materialised Pty Limited shall use its best endeavours to carry out the work to your satisfaction, however due to matters beyond our control including the characteristics of the fabric, Materialised Pty Limited shall not be responsible for any loss, damages or consequential loss in part or contract or equity or otherwise for the work performed by it on your behalf.

**Preparation**
Base cloth must be correctly prepared for Transfer Printing. Fabric rolled open width on 50mm Ø cores. Fabric must be prepared for Transfer Printing (PFP), at 205°C degrees for 40 seconds. Fabrics not prepared to this specification, distortion/smudging of the print can (and probably will) occur, for which Materialised will not be liable. Technical specification on fabric must be provided.

Textiles must not contain Nylon, Acrylic or the like. Only polyester!

Should fabric supplied not be as stated and cause damage to our transfer Calenders, client will be liable for repairs. Therefore a copy of your Third Party Insurance Certificate of Currency is required for Materialised records.

Fabric face must always be clearly marked on every roll. Please add an extra 2m of fabric additional to your actual printed requirements to allow for 'lead-in' when printing.

**Sampling**
Should colour accuracy be critical, production samples should be requested and approved in writing prior to bulk transfer (climatic conditions, temperature, speed and pressure can effect colour reproduction day to day).

**Delivery**
Transport to and from Blakehurst factory provided by client, unless otherwise arranged.