

THE SWEET SOCIETY CO.

THESE TERMS AND CONDITIONS GOVERN ALL SUPPLY OF GOODS BY THE SWEET SOCIETY CO.

GOODS PURCHASED ARE NOT FOR RESUPPLY (WHETHER IN TRADE OR OTHERWISE). FOR RESUPPLY, AUTHORIZATION MUST BE OBTAINED.

PLEASE ENSURE YOU THOROUGHLY READ OUR TERMS AND CONDITIONS PRIOR TO PLACING YOUR ORDER.

BY PURCHASING ANY ITEMS THE BUYER AGREES THEY HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS SALE.

1. BOOKINGS

1.1 QUOTES ARE VALID FOR 7 DAYS FROM ISSUE.

1.2 PROVISION OF A QUOTATION IS NOT CONSIDERED CONFIRMATION OF ORDER.

1.3 OUR QUOTATIONS ARE BASED ON THE FLAVOR/DESIGN/SIZE OF CAKE THAT YOU ORDER.

1.4 PLEASE ENSURE ALL CONTACT DETAILS, PERSONAL INFORMATION, SPELLING OF NAMES, DELIVERY/COLLECTION DATES AND TIMES HAVE BEEN PROPERLY DOCUMENTED ON YOUR INVOICE.

IT IS YOUR OBLIGATION TO PROVIDE THE CORRECT AND COMPLETE DELIVERY ADDRESS DETAILS AT THE TIME OF ORDERING. IT IS YOUR RESPONSIBILITY TO CHECK ALL DETAILS OUTLINED IN YOUR QUOTE.

1.5 PLEASE BE AWARE THAT PRICES CONTAINED IN ANY QUOTE FOR THE SUPPLY OF THE ORDER (AND ANY SERVICES RELATED TO SUCH GOODS) ARE BASED ON THE COSTS PREVAILING AND THE SPECIFICATIONS SUPPLIED AT THE TIME OF THE QUOTE. SUBJECT TO YOUR RIGHTS UNDER LAW, INCLUDING THE AUSTRALIAN CONSUMER LAW, WE RESERVE THE RIGHT TO VARY THE PRICE IF, BETWEEN THE TIME OF THE QUOTE AND TIME AT WHICH ORDER DETAILS ARE CONFIRMED, COSTS OF GOODS AND SERVICES HAVE INCREASED.

1.6 YOUR ORDER MAY REQUIRE PREMIUM PRICES TO BE PAID AT CERTAIN TIMES OF THE YEAR, AND THEREFORE ARE SUBJECT TO A PRICE INCREASE FOR THE ORDER REQUIRED ON, BUT NOT EXCLUSIVELY, ANY PUBLIC HOLIDAYS, AND ANY DATES THAT FALL ON EASTER WEEKEND, THE CHRISTMAS PERIOD BETWEEN 24TH DECEMBER AND 31ST DECEMBER, NEW YEARS' EVE AND NEW YEARS DAY ('PEAK PERIODS'). YOU ACKNOWLEDGE THAT THE PRICE WILL BE HIGHER IF YOUR DELIVERY DAY OR ANY OF THE DELIVERY DATES ARE WITHIN A PEAK PERIOD.

1.7 THE SWEET SOCIETY CO. DOES NOT SIGN VENUE WAIVERS ON BEHALF ON CLIENTS. WE CAN HOWEVER PROVIDE OUR BUSINESS LICENSE AND INSURANCE CERTIFICATES FOR YOUR VENUE IF REQUESTED.

2. Payments

2.1 TO CONFIRM YOUR ORDER AND RESERVE THE DATE NEEDED, A NON REFUNDABLE BOOKING FEE IS PAYABLE. YOUR ORDER IS NOT CONFIRMED UNTIL THE BOOKING FEE IS PAID.

FOR ORDERS UNDER \$700, A \$250 BOOKING FEE IS REQUIRED

FOR ORDERS OVER \$700-1300, A \$300 BOOKING FEE IS REQUIRED

FOR ORDERS OVER \$1300, 25% OF THE TOTAL INVOICE IS REQUIRED.

A FLAT RATE BOOKING FEE OF \$300 IS REQUIRED WHERE NO DESIGN/SIZE HAS BEEN CONFIRMED

2.2 IF YOUR ORDER IS PLACED WITHIN 28 DAYS OF THE DATE OF YOUR EVENT, THE FULL BALANCE OWED.

2.3 THE BOOKING FEE HAS BEEN SET AS LIQUIDATED DAMAGES AS A GENUINE ESTIMATE OF LOSS SUFFERED IN THE EVENT THAT YOU CANCEL THE ORDER WITH THE ASSOCIATED GOODS AND SERVICES REQUIRED IN ORDER TO UNDERTAKE THE BOOKING, REGARDLESS OF WHETHER WE ARE ABLE TO ALLOW ANOTHER ORDER TO BE MADE IN ITS PLACE.

2.4 YOUR FINAL BALANCE IS DUE 28 DAYS PRIOR TO YOUR EVENT.

2.5 FAILURE TO MAKE PAYMENT OF ANY AMOUNT WHEN DUE, WILL SUSPEND DELIVERY OF OR WITHHOLD ACCESS TO ANY ORDER OR STOP PERFORMING ANY OF THE SERVICES UNTIL PAYMENT IS MADE. PLEASE CONTACT US IF NEEDING A PAYMENT EXTENSION.

2.6 PAYMENT CAN BE PAID EITHER IN ONLINE OR VIA BANK TRANSFER, PAYMENT OPTIONS ARE PROVIDED ON YOUR INVOICE.

2.7 UNLESS STATED OTHERWISE, ALL OF THE FEES ARE INCLUSIVE OF ORDER AND SERVICES TAX ('GST'), AS DEFINED BY A NEW TAX SYSTEMS (ORDER AND SERVICES TAX) 1999 (CTH) AND RELATED LEGISLATION.

3. Cancellation or Postponement of Order

3.1 Cancellation

3.1.1 YOU MAY CANCEL YOUR ORDER AT ANY TIME, BY NOTIFYING US IN WRITING. IN DOING SO, THE FOLLOWING TERMS APPLY:

A. WHERE YOU HAVE PROVIDED A MINIMUM **FIFTY-SIX (56) DAYS/2 MONTHS** NOTICE OF CANCELLATION, YOUR FORFEIT THE NON-REFUNDABLE BOOKING FEE AND ALL OTHER MONIES PAID TO US WILL BE REFUNDED;

B. WHERE YOU CANNOT OR DO NOT PROVIDE **FIFTY-SIX (56) DAYS/2 MONTHS** NOTICE OF CANCELLATION, NO REFUND OF MONIES WILL BE PROVIDED.

3.2 Postponement

3.2.1 WE WILL, WHERE POSSIBLE, USE OUR BEST ENDEAVOURS TO ACCOMMODATE ARRANGEMENTS WHERE YOU REQUIRE A DATE CHANGE. HOWEVER, WHERE YOU REQUIRE A POSTPONEMENT;

A. YOU MUST GIVE US **TWENTY-EIGHT (28) DAYS** NOTICE;

B. YOU ARE ALLOWED ONE POSTPONEMENT ONLY;

C. THE NEW DELIVERY DATE MUST BE WITHIN **TWELVE (12) MONTHS** OF THE ORIGINAL DELIVERY DATE. WHERE YOU CANNOT GIVE US THE REQUIRED NOTICE OR IF YOU CHOOSE A DELIVERY DATE BEYOND TWELVE (12) MONTHS FROM THE ORIGINAL DELIVERY DATE, YOUR BOOKING WILL BE TREATED AS CANCELLED.

3.3 WE MAY TERMINATE THE AGREEMENT BETWEEN THE PARTIES WHERE YOU ARE IN BREACH OF THE TERMS, INCLUDING BUT NOT LIMITED TO THE NON-PAYMENT OF INVOICES. WHERE WE TERMINATE THE AGREEMENT FOR BREACH, YOU WILL BE RESPONSIBLE FOR ALL FEES AND DISBURSEMENTS INCURRED OR ACCRUED PRIOR TO TERMINATION.

3.4 WE MAY WITHDRAW OUR GOODS AND SERVICES IN SOME CIRCUMSTANCES. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, NON-COOPERATION, CHANGES IN LOCATIONS, MISSED APPOINTMENTS AND LATE PAYMENTS.

4. Changes to your Order

4.1 YOU MAY REQUEST A CHANGE TO THE ORDER AT ANY TIME UP TO TWENTY-EIGHT (28) DAYS BEFORE YOUR DELIVERY DATE. IDEALLY, WE WOULD LIKE CHANGES TO BE MADE AS EARLY AS POSSIBLE TO GIVE TIME FOR NECESSARY PROCESSES ON OUR END.

4.2 CHANGES ARE SUBJECT TO AVAILABILITY. PLEASE DISCUSS THIS PRIOR TO BOOKING AS WE ARE FLEXIBLE IN DESIGN CHANGES WITH THE GIVEN NOTICE NEEDED. IF WE NEED TO CHANGE THE PRICES OF THE ORDER TO ACCOMMODATE YOUR CHANGE REQUEST, THEN WE WILL PROVIDE YOU WITH AN ADDITIONAL INVOICE. THAT INVOICE MUST BE PAID WITHIN SEVEN (7) DAYS OF ISSUE.

5. DESIGN & SPECIFICATION

5.1 THE SWEET SOCIETY CO. WARRANTS ALL CAKES WILL PROVIDE AT LEAST THE REQUESTED NUMBER OF SERVINGS WHEN PROPERLY SERVED ACCORDING TO THE STANDARD SIZE. THE NUMBER OF ACTUAL SERVINGS CREATED DURING ACTUAL SERVICE OF THE CAKE CANNOT BE GUARANTEED AS METHODS OF SLICING, SUCH AS SERVING SMALLER OR LARGER THAN THE STANDARD SLICE SIZE, OR OTHER PREPARATIONS WILL AFFECT THE NUMBER OF ACTUAL SERVINGS. THE SWEET SOCIETY CO. CANNOT BE HELD RESPONSIBLE FOR SHORTFALLS IN PORTIONS.

5.2 COLOUR MATCHING IS NOT A PRECISE SCIENCE AND DIFFERENT SUGAR SUBSTRATES TAKE COLOUR DIFFERENTLY. WE WILL DO EVERYTHING POSSIBLE TO MAKE SUBSTRATES MATCH TO EACH OTHER AND TO MATCH PROVIDED COLOUR SWATCHES, BUT SOMETIMES IT IS NOT POSSIBLE TO MAKE A 100% PERFECT COLOUR MATCH AND SOME COLOURS ARE JUST NOT ACHIEVABLE USING FOOD GRADE DYES. WE ALSO CANNOT GUARANTEE COLOUR MATCHES SENT VIA ELECTRONIC DEVICE, AS ALL DEVICES DISPLAY COLOUR DIFFERENTLY.

5.3 EVERY EFFORT WILL BE MADE TO MATCH DECORATIONS OR RIBBON WITH SAMPLES PROVIDED BY THE CUSTOMER; HOWEVER DUE TO THE NATURE SUPPLIERS, EXACT MATCHES MAY NOT BE ACHIEVED, WE WILL HOWEVER STRIVE TO OBTAIN AS CLOSE TO AS POSSIBLE. WE DO NOT GUARANTEE AN EXACT COPY OF OTHER DESIGNS TO AN EXACT MATCH, AND WILL USE INSPIRATION PICTURES AS A GUIDELINE.

6. TOPPERS AND DECORATIONS

6.1 IF FRESH FLOWERS FOR THE CAKE ARE PROVIDED BY AN OUTSIDE SOURCE, THEY MUST BE: **NON-TOXIC AND PROPERLY PREPARED FOR FOOD USE (WASHED/WIRED AND TAPED)** AND LEFT AT THE VENUE FOR OUR DELIVERY/SETUP. **PLEASE ENSURE YOUR FLORIST IS AWARE OF THIS.**

6.2 IF FLOWERS ARE NOT PROPERLY PREPARED FOR USE ON FOOD PRODUCT OR WE DEEM THEM TOXIC, WE CAN REFUSE TO ATTACH TO THE CAKE. IF WE DO TO PREPARE THE FLOWERS FOR USE ON THE CAKE, YOU WILL BE CHARGED A PREPARATION FEE OF \$40. SHOULD THE AMOUNT OF FLORALS PROVIDED TAKE OVER THE INITIAL 1HR TO PREPARE, ADDITIONAL LABOR CHARGES OF \$35/HR WILL BE INCLUDED. AN INVOICE WILL BE SENT POST-DELIVERY FOR PAYMENT.

6.3 FIGURINES, MODELS AND FLOWERS MAY CONTAIN WIRE, BEADS, COCKTAIL STICKS, POLYSTYRENE OR OTHER INEDIBLE ITEMS AND THESE DECORATIONS SHOULD NOT BE EATEN. TALL/TIERED CAKES CONTAIN DOWELS WHEN STACKING CAKES. NON-EDIBLE EMBELLISHMENTS AND SUPPORTS WHICH HAVE BEEN INSERTED INTO YOUR CAKE (FOOD SAFE WOODEN SKEWERS/TOOTHPICKS/CAKE POP STICKS/DOWELS) MUST BE REMOVED BEFORE CUTTING YOUR CAKE.

6.4 DUE TO INSURANCE REASONS SHOULD YOU AGREE TO ALLOW ANOTHER SOURCE TO PLACE THE FLOWERS, YOU THE CLIENT WILL ASSUME ALL LIABILITY AND RESPONSIBILITY. YOU ACKNOWLEDGE THAT FRESH FLOWERS ARE NOT A FOOD PRODUCT AND MAY CONTAIN PESTICIDES, INSECTS, DIRT OR OTHER CONTAMINANTS, WHILST ALL MEASURES WILL BE TAKEN TO CLEAN AND PREPARE ON OUR END, THE SWEET SOCIETY CO. ACCEPTS NO LIABILITY IN THIS REGARD.

6.5 IF YOU CHOOSE TO SUPPLY YOUR OWN DECORATIONS, THEY MUST BE SUITABLE FOR USE. UPON INSPECTION, ANY ITEMS WHICH DO NOT MEET HYGIENE AND SAFETY REGULATIONS WILL NOT BE USED.

6.6 WHERE POSSIBLE, ALL ORNAMENTS AND TOPPERS MUST BE BROUGHT TO US AT LEAST **SEVEN (7) DAYS** PRIOR TO YOUR DELIVERY DATE SO THEY CAN BE ASSESSED FOR WEIGHT AND STABILITY AND CAKE REINFORCEMENTS PREPARED. WHERE APPLICABLE, IF YOU WISH TO USE YOUR OWN FRESH FLOWERS, THEY SHOULD BE BROUGHT TO US AT LEAST **TWENTY-FOUR (24) HOURS** BEFORE YOUR DELIVERY DATE AND INCUR A \$40 PREPARATION FEE IF NEEDED.

7. COLLECTION OR DELIVERY OF THE ORDER

WE HIGHLY RECOMMEND DELIVERY AND SET UP FOR MULTI-TIERED CAKES. PLEASE NOTE DELIVERY FEES APPLY. PLEASE PROVIDE DELIVERY TIME/ADDRESS FOR QUOTE. DELIVERIES ARE NOT GUARANTEED UNLESS STATED IN INITIAL BOOKING. SETUP COST IS DEPENDENT ON CAKE DESIGN.

7.1 IF YOU WISH TO COLLECT THE ORDER, THIS MUST BE ARRANGED AT TIME OF BOOKING. YOU ARE SOLELY RESPONSIBLE FOR THE SAFE DELIVERY OF THE PRODUCT AND WE CANNOT BE HELD LIABLE FOR ANY DAMAGE ONCE THE ORDER IS COLLECTED.

7.2 ANY CALL-OUTS TO ATTEMPT TO REPAIR DAMAGE ARE SUBJECT TO AVAILABILITY AND IS CHARGED AT \$40/HR + LOADINGS FOR WEEKEND/OUT OF HOURS, AND TRAVEL. A MINIMUM CHARGE OF ONE HOUR WILL APPLY, AND IS PAYABLE IN CASH PRIOR TO ANY REPAIR WORK COMMENCING.

7.3 IF YOU DO NOT PICK UP YOUR ORDER WHEN SCHEDULED AND WE CANNOT MAKE CONTACT WITH YOU, IT WILL BE CONSIDERED ABANDONED AND THERE WILL BE NO REFUND GIVEN. PLEASE ENSURE YOU ARE ON TIME OR HAVE COMMUNICATED ANY CHANGES IN ARRIVAL TIME TO US PRIOR. LATE ARRIVALS MAY NOT BE ACCEPTED AND WILL BE OFFERED A NEW TIME FOR COLLECTION (SUBJECT TO AVAILABILITY) AS WE HAVE DELIVERY SCHEDULES TO ADHERE TO.

7.4 IF YOUR ORDER IS TO BE DELIVERED BY US, WE WILL ARRANGE WITH YOU, YOUR PRIMARY CONTACT OR THE VENUE COORDINATOR THE DETAILS OF THE DELIVERY OF THE ORDER.

7.4.1 EASY ACCESS TO THE VENUE MUST BE PROVIDED, IE. LOADING ZONE, CLOSE PARKING AND ELEVATOR ACCESS TO HIGH LEVEL BUILDINGS.

7.4.2 THE CAKE TABLE MUST BE PREPARED AND IN POSITION IN A COOL SAFE PLACE READY FOR DELIVERY. THE CAKE TABLE SHOULD BE LEVEL, STABLE, AND DECORATED READY FOR THE CAKE TO BE PLACED.

7.4.3 WHERE DELIVERY HAS BEEN PRE-ARRANGED, ANYONE AT THE DELIVERY ADDRESS WHO RECEIVES THE CAKE IS ASSUMED TO HAVE BEEN AUTHORIZED BY YOU. RECEIPT OF THE CAKE IS DEEMED ACCEPTANCE OF THE CAKE IN EXCELLENT CONDITION, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE AFTER DELIVERY.

7.4 THE SWEET SOCIETY CO. CANNOT GUARANTEE AN EXACT TIME OF DELIVERY BUT WILL ENDEAVOR TO DELIVER AT, OR AS CLOSE AS POSSIBLE TO THE AGREED TIME FRAME ORGANISED. THE SWEET SOCIETY CO. IS NOT LIABLE FOR ANY DELAYS THAT ARE BEYOND OUR CONTROL, SUCH AS TRAFFIC JAMS, ROAD CLOSURES, ACCIDENTS, ROAD WORKS, ETC. YOU AGREE THAT LATE DELIVERY DOES NOT CONSTITUTE A FAILURE OF OUR AGREEMENT AND DOES NOT ENTITLE YOU TO CANCELLATION OR REFUND OF AN ORDER.

7.5 IN THE EVENT THAT THE VEHICLE DELIVERING YOUR CAKE BECOMES INVOLVED IN AN ACCIDENT AND YOUR CAKE GETS DAMAGED BEYOND REPAIR, THE SWEET SOCIETY CO. WILL PROVIDE YOU WITH A FULL REFUND THAT WILL INCLUDE THE COST OF THE CAKE AND DELIVERY FEE. THE SWEET SOCIETY CO. WILL NOT BE LIABLE FOR ANY FURTHER CHARGES OR COMPENSATION

7.6 THE SWEET SOCIETY CO. IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE CAKE, OR SHORTAGE OF CAKE, CAUSED BY A GUEST, CATERER, WAIT STAFF MEMBER, OR ANY OTHER PERSON NOT EMPLOYED BY US.

7.7 IF NO ONE IS AVAILABLE TO ACCEPT YOUR ORDER AT THE SCHEDULED TIME OF DELIVERY, THE ORDER WILL BE RETURNED TO OUR ALDERLEY LOCATION AND A NEW COLLECTION TIME CAN BE ORGANIZED SUBJECT TO AVAILABILITY. SHOULD WE BE ABLE TO RE-DELIVER YOUR CAKE AT A LATER TIME, AN ADDITIONAL DELIVERY CHARGE WILL APPLY.

7.8 SHOULD YOU PROVIDE THE WRONG ADDRESS, RE-DELIVERY OF THE ORDER TO THE CORRECT ADDRESS WILL INCUR AN ADDITIONAL REDELIVERY FEE.

8. GENERAL TERMS FOR PROVISION OF GOODS AND SERVICES

8.1 WE WARRANT TO YOU THAT THE ORDER WILL BE MADE AND RELATED SERVICES PERFORMED USING REASONABLE CARE AND SKILL, HOWEVER, SUBJECT TO ANY CONDITION, WARRANTY OR RIGHT IMPLIED OR IMPOSED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) (CCA)* OR ANY OTHER LAW WHICH CANNOT BY LAW BE EXCLUDED BY AGREEMENT, OR ANY EXPRESS PROVISION IN THESE CONDITIONS, WE GIVE NO WARRANTIES REGARDING ANY ORDER SUPPLIED AND ALL OTHER IMPLIED OR IMPOSED CONDITIONS, WARRANTIES AND RIGHTS ARE EXCLUDED. WHERE ANY CONDITION, WARRANTY OR RIGHT IS IMPLIED OR IMPOSED BY LAW AND CANNOT BE EXCLUDED, WE LIMIT OUR LIABILITY FOR BREACH OF THAT IMPLIED OR IMPOSED CONDITION, WARRANTY OR RIGHT TO THE FULLEST EXTENT PERMITTED BY LAW.

8.2 SUBJECT TO THE QUALIFICATIONS IN SECTION 64A OF SCHEDULE 2 OF THE CCA OR ANY OTHER LAW, OUR LIABILITY FOR ANY BREACH OF ANY IMPLIED OR IMPOSED CONDITION, WARRANTY OR RIGHT IN CONNECTION WITH THE SUPPLY OF ORDER IS LIMITED TO ONE OR MORE OF THE FOLLOWING (AT THE ELECTION OF US) - (I) REPLACEMENT OF THE ORDER OR SUPPLY OF ORDER EQUIVALENT TO THE ORDER; (II) REPAIR OF THE ORDER; (III) PAYMENT OF THE COST OF REPLACING THE ORDER OR ACQUIRING ORDER EQUIVALENT TO THE ORDER; (IV) PAYMENT OF THE COST OF HAVING THE ORDER REPAIRED.

9. TAKING AND USING PHOTOS

9.1 YOU AGREE, BY MAKING YOUR ORDER, THAT YOU EXPRESSLY GRANT US PERMISSION TO USE PHOTOS FROM YOUR ORDER IN VARIOUS FORMS OF ADVERTISING PROMOTING OUR BUSINESS. WHERE IMAGES ARE PROVIDED BY YOUR PHOTOGRAPHER, APPROPRIATE CREDIT WILL BE GIVEN BUT YOU MUST WARRANT THAT YOU HAVE OBTAINED PERMISSION FROM THE COPYRIGHT OWNER OF THE PHOTO FOR ITS USE.

9.2 ALL CREATIVE WORK BY US MUST BE CREDITED ACCORDINGLY. ALL PUBLICATIONS (MEDIA, PRINT, BLOG, SOCIAL MEDIA) MUST CREDIT US AS THE SUPPLIER FOR THE CONCEPT & ITEMS HIRED WITHIN YOUR QUOTE/INVOICE. ALL SUBCONTRACTORS/THIRD PARTY SUPPLIERS MUST ALSO CREDIT ACCORDINGLY WHEN USING OUR SERVICES OR ORDER.

10. LIABILITY AND INDEMNITY

10.1 IMPORTANT PRODUCT DISCLAIMER: WE ARE NOT AN ALLERGY-FREE KITCHEN. WHILST WE DO OFFER DIETARY OPTIONS, DUE TO SHARED KITCHEN/EQUIPMENT WE CANNOT 100% GUARANTEE THAT OUR PRODUCTS ARE ENTIRELY FREE FROM ANY INGREDIENTS THAT MAY AFFECT CERTAIN FOOD ALLERGIES. WE RECOGNIZE THE SERIOUSNESS OF FOOD ALLERGIES AND WE RECOMMEND THAT YOU INFORM US OF ANY FOOD ALLERGIES YOU OR YOUR GUESTS MAY HAVE BEFORE YOU PLACE YOUR ORDER. WE WILL NOT ASSUME ANY LIABILITY FOR ADVERSE REACTIONS TO FOODS CONSUMED OR FOOD ITEMS ONE MAY COME IN CONTACT WITH WHILE EATING A PRODUCT PROVIDED BY US.

10.2 LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW YOU AGREE THAT NEITHER US, NOR ANY OF OUR OFFICERS, EMPLOYEES OR CONTRACTORS, WILL BE LIABLE TO YOU OR ANY PERSON FOR ANY CLAIM RESULTING FROM, IN RELATION TO, OR ARISING OUT OF (I) YOUR USE OR INABILITY TO USE OUR GOODS AND SERVICES OR THE ORDER ITSELF, EXCEPT TO THE EXTENT RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL DEFAULT.

10.3 TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND FOREVER HOLD HARMLESS US, AND THEIR OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, INCLUDING REASONABLE LEGAL COSTS, RESULTING FROM ANY BREACH OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO YOUR USE OF THE SERVICES, BY YOU AND ANY LIABILITY FOR ANY CLAIM, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL.

11. SUBCONTRACTING OF SERVICES

IN THE UNLIKELY EVENT OF SEVERE MEDICAL, NATURAL, OR OTHER EMERGENCIES, OR WHERE, FOR WHATEVER REASON, WE CANNOT FULFILL YOUR ORDER, WE WILL MAKE EVERY EFFORT TO SECURE A

REPLACEMENT. IF A SUITABLE REPLACEMENT IS NOT FOUND, RESPONSIBILITY AND LIABILITY IS LIMITED TO THE RETURN OF ALL PAYMENTS RECEIVED FOR THE ORDER.

12. FORCE MAJEURE

12.1 WE CANNOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR THE DELAY IN PERFORMANCE OF, ANY OF ITS OBLIGATIONS UNDER THE AGREEMENT THAT IS CAUSED BY ANY ACT OR EVENT BEYOND MY CONTROL. EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO, ACTS OF GOD, FLOOD, FIRE, WARFARE, GOVERNMENT LAWS OR REGULATIONS, ELECTRICAL FIRE, STRIKES BY SUPPLIERS (KNOWN AS '**FORCE MAJEURE CIRCUMSTANCES**').

12.2 IF A GENUINE FORCE MAJEURE CIRCUMSTANCE OCCURS AND MEANS THAT THE PERFORMANCE OF OUR OBLIGATIONS TO FULFUL THE ORDER IS IMPOSSIBLE, WE WILL CONTACT YOU AS SOON AS REASONABLY POSSIBLE TO NOTIFY YOU AND OUR OBLIGATIONS TO PREPARE THE ORDER WILL BE SUSPENDED. WE WILL THEN PROVIDE YOU WITH A CREDIT VOUCHER IN THE AMOUNT OF THE ORDER, TO BE USED WITHIN TWELVE (12) MONTHS. THIS VOUCHER IS NOT TRANSFERABLE TO ANYONE ELSE.

13. JURISDICTION

THIS AGREEMENT AND ANY CONTRACT ARISING UNDER IT IS GOVERNED EXCLUSIVELY BY THE LAWS OF QUEENSLAND, AUSTRALIA.