

Terms and Conditions of Trade

Frankie and Swiss Pty Ltd

1 APPLICATION OF THESE TERMS

These terms apply to all supplies of Goods by us to the Client. By submitting an Order, the Client indicates its acceptance of these Terms.

2 GENERAL

2.1 Definitions

“Additional Work” includes all work undertaken by us as a consequence of the Client’s variation, alteration or modification of its instructions in relation to the Order.

“Claims” means any claim, notice, demand, right of action, proceeding, litigation, investigation or judgment, whether present or future, actual or contingent.

“Estimate” has meaning given in clause 7.1.

“Goods” and “Products” means any product supplied or to be supplied by us to the Client and any associated services.

“Invoice” means a written invoice from us to the Client for Goods.

“Order” means an order placed in accordance with 3.1(a).

“Quote” means the quote described in clause 7.

“Terms” means these Terms and Conditions of Trade.

“We” and “Us” and “F&S” refers to Frankie and Swiss Pty Ltd (ABN 87 148 222 959).

“You” and “Client” means the person on an Order as the customer or any person who accepts an invoice as the customer.

2.2 Interpretation

In these Terms

- a. reference to a party to these Terms or any other document or arrangement includes the party’s executors, legal personal representatives, successors and permitted assigns.
- b. headings are for convenience only and do not affect interpretation; and
- c. where more than one person is included in the term “You” and “Client” they will be jointly and severally liable.

2.3 Changes to Terms

We may amend or vary these Terms by notice to you in writing. These Terms may not otherwise be amended or varied unless agreed in writing by the parties.

3 ORDER OF GOODS

3.1 Orders

- a. May be submitted via our website or email using our standard order form.
- b. Orders will be fulfilled as quickly as possible after they have been accepted by F&S, however, we do not guarantee delivery dates or supply, and we will advise you as soon as practicable if we are unable to supply the Goods.
- c. We may withhold or decline to supply the Goods without notice where you are in breach of these Terms.
- d. A 50% deposit is required on orders above \$500, this deposit is non-refundable. Balance of payment for the goods is due prior to delivery or on pickup. If you are unable to accept delivery 7 days following notification of order completion and intention of delivery, the invoice must be paid in full.

3.2 Minimum Order Quantity

- a. Non Printed Fabric – the minimum cut length is 0.5m. All orders will be supplied to the nearest 0.1m i.e. an order for 0.75m will be cut and invoiced as 0.8m.
- b. Printed Fabric - no minimum print length, however, under 0.20m is charged at \$120 per metre. All orders will be charged to the exact centimetre ordered i.e an order for 2.34m will be printed and invoiced as 2.34m.

3.3 Cancellation of Orders

The Client may not cancel any Order unless:

- a. a written notice of intention to cancel the Order is given to us within 24 hours of the order being placed, as long as the order was placed with normal turn around requested. No cancellation will be accepted for any orders placed with rush turn around requested.
- b. we (in our absolute discretion) notify the Client in writing that we agree to accept the cancellation of the Order.

4 PRINTING THE PRODUCT

4.1 Colour Matching

We do our best to provide colour accurate reprints within the limitations of our printing system. However you may find slight colour difference as a result of fibre, yarn, fabric batches or other variations. Therefore, it is not always possible to obtain an exact colour match with printed samples and/or previous orders. Although every effort is made to ensure colours correspond to those illustrated in the previous prints, these are an indication of colour only and print variations occur between fabric batches and/or deliveries.

4.2 Natural Textiles

Natural fibre fabrics are prone to imperfections, such as tiny knots, called slubs and neps, in the fabric's woven structure, generated during the weaving process. They are inherently part of the structure of the fabric. Some knots may become dislodged in the printing process or when washed or rubbed thereby affecting the printed fabric where the print lifts with the slub. This is not a printing flaw, but due to the nature of the product. We will only accept returns due to the inherent nature of natural fibre fabrics with prior written approval from F&S management. Approval is at management's discretion.

4.3 Print Errors

With digital fabric printing, slight print faults may occur from time to time. Please inspect all fabric prior to cutting or manufacture. Please note: up to 3% per metre fault rate is the agreed industry standard for printing. No claims will be honoured for faults less than 3% per metre. Our quality control process will mark clearly any imperfections in fabric or print with a cross in the selvedge. Where there are print faults deemed to be greater than 3% per metre by F&S replacement prints will be supplied. **Panels/sections of printing which are deemed to have print faults will be destroyed by F&S. No faulty fabric will be shared with any third party.**

5 FILES

- a. Your files will be stored on the F&S database for at least the duration of the print turn around.
- b. Where possible we will keep files on our database for use if you reorder, although this is not guaranteed. It is your responsibility to keep all files for future use. All files you supply to us remain your copyright and will not be shared or reproduced by F&S in any way without your permission.
- c. Requested edits to files will be held in our database where possible. A copy of any F&S edited files will be sent to you via email or a file sharing website. It is your responsibility to keep these files and supply again for any reorders.

6 PRINTING TURNAROUND TIME

Printing turnaround time begins once we have your print ready files and your Order is approved for printing. For printing jobs that do not have print ready files or have submitted files that are not print ready, printing turnaround times begin when we have your print ready file(s), not from when the Order was first submitted.

Please note that there is no production or shipping on Saturdays, Sundays and Holidays. As a result, these days are not considered when calculating printing turnaround times. You should allow additional business days for delivery based on the shipping method you selected.

7 QUOTES

7.1 F&S to Supply Quote

We may, if requested by the Client, give the Client a Quote specifying the work required to be done in order to fulfil the Client's instructions and an estimate of our charge for the performance of such work ("Estimate"). Quotes are valid for a period of 30 days from the date of issue.

7.2 Acceptance by Client

Where we have given the Client a Quote

- a. We will commence work when the Quote has been accepted by the Client either verbally or in writing.
- b. Acceptance by the Client of the Quote, whether express or implied, will constitute acceptance of these Terms and the Client shall pay for the work in accordance with the Quote (including an amended order under clause 7.3) and these Terms.

7.3 Revision of Estimate

We may amend the Estimate before the Order has been completed to take into account any rise or fall in the cost of performing the Order and we shall notify the Client of such amendment as soon as practicable thereafter. Upon giving the Client notification of such amendment such amended Estimate shall be deemed to be the Estimate for the purposes of these Terms.

8 DELIVERY AND ACCEPTANCE OF GOODS

8.1 Collection and Delivery

- a. We shall notify you when the Goods are ready for collection from our premises. The Client must collect the Goods from the premises upon being notified.
- b. If we agree to deliver the Goods to the Client we will use Australia Post standard mail to deliver your Goods to you (unless instructed otherwise). The Client shall bear all freight costs and charges for such delivery. Our responsibility is limited to preparing your printing order and turning it over to Australia Post for shipping. The Client is responsible for insuring the Goods for delivery.

8.2 Rejection

Subject to clause 4.3 and 12, the Client may reject the Goods if they do not properly comply with Client's instructions. If the Client wishes to reject the Goods the Client must notify F&S of the rejection in accordance with clause 12.

8.3 Risk

The risk in the Goods passes to the Client

- a. If F&S delivers the Goods to the Client at the time of delivery.
- b. Otherwise at the time F&S notifies the Client that the Goods are ready for collection. If the Client is entitled to reject the Goods and rejects the Goods in accordance with these Terms, risk reverts to F&S at the time the Client returns the Goods.

9 PRICES

- a. The price we charge you will be our list price at the current date we dispatch the Goods to you.
- b. We may change our prices without notice.
- c. Our prices exclude Goods and Services Tax and Freight.

10 COPYRIGHT

- a. You agree that you will not provide any artwork files or any other files or material to F&S consisting of any of the following material: offensive, illegal, unethical, indecent or improper material, any material that could give rise to any civil or criminal liability under application law, or any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights and the persons who are shown in the material if applicable. We reserve the right to refuse any Order in our absolute discretion without disclosing a reason.
- b. You accept full legal liability for the content of material provided to F&S or processed and printed on your behalf, and warrant to F&S that you have copyright in or a licence to

authorise F&S to reproduce all material supplied to F&S. You expressly authorise F&S to reproduce all and any such material for the purposes of fulfilling any Order or instruction from You.

- c. You hereby indemnify and agree to keep indemnified F&S against all liability, losses and expenses (whether direct or indirect) incurred by F&S in relation to or in any way directly or indirectly connected with any breach of copyright or any other rights of a party in relation to any material provided to F&S.
- d. Copyright in all work produced by F&S shall remain the property of F&S unless otherwise agreed in writing. Conditional upon receipt of payment in full for all work performed by F&S, F&S grants to the Client non-exclusive licence to use F&S's copyright in works created by F&S in respect of a particular Order, but for no other purpose.

11 CHARGES

11.1 Invoice

F&S will issue an invoice to the Client for the amount of the Estimate or, if no Estimate was made, for an amount representing F&S's charges for the work done in filling the Order ("Charge"), and for any of the other charges specified in clause 11.2.

11.2 Additional Charges

In addition to the amount of the Estimate, or where no Estimate was given, in addition to the amount representing F&S's Charge for the work done, F&S may charge to the Client:

- a. fees for any preliminary work performed at the Client's request;
- b. fees for any additional work;
- c. fees for having to work from poor image quality;
- d. fees for additional work required to be done as a result of a Client's request, or corrections, including design and edits to Client files;
- e. fees and other charges for work required to be done urgently, including any overtime costs;
- f. fees for handling or storing material or equipment supplied by the Client for the purpose of the Order;
- g. fees for changing or correcting, in order to ensure that the Goods are properly produced, artwork or any document including computer files supplied for the purposes of the Order by the Client.
- h. freight costs and charges;
- i. other charges, fees or disbursements referred to in these Terms and not specified in this clause.

12 RETURNS

We strive to provide our Clients with the best possible printing experience. If you are not 100% satisfied with your Order for any reason, please contact us.

We will only accept the return of any Goods by prior arrangements and under the following conditions:

- a. Notification of faulty fabric has been advised to F&S within 7 days from receipt of delivery.
- b. The fabric has not been supplied in accordance with your written Order.
- c. The fabric must not be cut. No claim for any refund, credit or non-payment of any invoice will be considered if the fabric has been cut.
- d. Clients will be requested to ship the defective Goods back to us. Claims for faulty Goods must be inspected by us before approval is given to provide a credit.
- e. The Goods do not comply with Client instructions (see clause 8.2).
- f. No claims will be honoured for faults less than 3% per metre (see clause 4.3).

All policies are subject to change without prior notification. Determination of defect is at the discretion of F&S management. Turnaround and shipping for reprint orders will vary depending upon available production capacity and F&S management discretion.

13 LIABILITY AND INDEMNITY

13.1 Limitation of Liability

Any Claims by the Client in respect of the Goods must be notified in writing by the Client to F&S within 7 days after receipt by the Client of the Goods and if the Client does not do so, the Client, to the extent permitted by law, is deemed to release and discharge F&S from all Claims which relate directly or indirectly to the Goods.

The Client agrees that F&S, to the extent permitted by law, accepts no responsibility or liability whether in contract or tort (including negligence or breach of statutory duty) or otherwise for any loss, damage, cost or expense of any kind whether direct, indirect or consequential (including for loss of profits, business or anticipated savings): arising directly or indirectly out of or in respect of the supply of the Goods, any defect, errors or fault in the Goods, or F&S's failure to complete or delay in completing any Order or to deliver the Goods. Without limiting any of the foregoing, F&S is not liable for errors in a final product caused by any of the following reasons in your file: Misspelling, incorrect seam allowance, non outlined fonts, any problems caused by transparencies, incorrect finished file/artwork size. Unless specifically required by you in writing, we do not make any changes to Client files.

Claims the Client agrees that is F&S's liability shall, to the extent permitted by law, be limited at F&S's option to any of the following:

- a. the replacement of the Goods supplied; or
- b. the payment of the invoiced value of the Goods supplied.

Nothing in these Terms, whether express or implied, shall be taken to exclude, restrict or modify any non excludable conditions, warranties or rights contained in any applicable State or Commonwealth legislation.

13.2 Indemnity

The Client, to the extent permitted by law, indemnifies and must keep indemnified F&S against any Claims for loss, damage, cost or expense whether direct, indirect or consequential (including for loss of profits, business or anticipated savings) brought, made or threatened against F&S by any third party arising directly or indirectly out of or in respect of the use, custody, purchase, manufacture or supply of the Goods.

14. SALE OF BUSINESS

- a. You undertake to give us written notice within 7 days of the sale of part or all of your business.
- b. If you sell your business we will not accept returns or refund credit balances to you.
- c. If you sell any goods that were purchased from us to a buyer of your business, those goods shall be bound by these Terms of Trade. In addition all backlist titles shall be deemed to be firm sale and shall not be returnable for credit to the buyer.

15. LAW

These Terms shall be governed by the laws of the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of that State.

These Terms, issued on 1st May 2017, supersede all previously issued terms.