

By visiting and ordering from our Company's website, store, or engaging The Independent Group in any way, you the customer ("Customer") agree that these terms and conditions below will apply to all goods purchased online, in store or by fax, telephone or email by the Customer from the Company.

Below are The Independent Group (throughout this document will be referred to as TIG) standard terms and conditions. It is vital that you (The Client) please take time to read through thoroughly and ensure you fully understand these terms and conditions and their implications before you commence any project with TIG. Please also note that from time-to-time TIG may need to alter these terms and conditions without notice. Please contact us if you do not understand any of the terms and conditions in this document.

ONE - PAYMENT TERMS

- "The Client" agrees to pay a deposit of the quoted amount to commence any project with the deposit amount to be outlined on the attached invoice / Proposal and the client agrees that the balance is payable prior to delivery. Once research, resources allocated or design work has commenced on a project, this deposit is non-refundable. In the case of a change of mind by "The Client," this deposit is non-refundable. TIG endeavours to provide content and creative services that meet and exceed a client's needs and expectations, but in the event of a "change of mind" (after a project has commenced) by "The Client", the initial 50% deposit is forfeited, plus a pro-rata payment based upon the time spent.
- If the work time exceeds 4 calendar weeks in duration, "The Client" (if applicable) agrees to a progress payment of 50% of the balance per month until the conclusion of the project, with any outstanding amount payable in full upon delivery.

TWO - WORKCASE STUDIES & DESIGN SAMPLES

- The Client" agrees to allow TIG to showcase any/all work created in the course of a project as part of the TIG portfolio. TIG acknowledges the confidential nature of projects and agrees to only display project work once product/service has been publicly launched.
- TIG will first send an email to "The Client" requesting approval to do so as a formality as TIG is permitted to publish content without "The Client" consent unless agreed to prior in writing by both parties.

THREE - SCOPE OF WORK

- TIG may make any changes to the Scope of Work, design, materials or functionality of the deliverables or provision of the Services: (a) which are required to comply with
- any applicable legal or regulatory requirements; (b) are required or advisable to prevent the services and/or deliverables infringing third party rights, including Intellectual Property Rights; or (c) which in TIG's reasonable opinion, do not materially affect the quality or performance of the Services.
- If at any time "The Client" wishes to make any alterations to all or any part of the services including the Scope of Work, and/or Customer Materials and/or data then "The Client" will provide TIG with full written specifications of such alterations and with such further information as TIG may require.
- TIG will either decline to undertake such alterations or will submit to "The Client" a quotation for such alterations specifying what changes (if any) will be required to the services including fees and the deliverables.
- Upon receipt of such quotation "The Client" will either: (a) accept such quotation, in which case the services will be deemed to be amended; accordingly, or (b) withdraw the proposed alterations in which case the agreement will continue in force unchanged.

FOUR - FEE'S FOR SERVICE

- It is agreed that the fee for the service shall be the cost estimates provided via email or other media, unless work undertaken exceeds the work outlined. If work undertaken exceeds the items specified in the quote, "The Client" agrees to pay appropriate fees for the excess work, outside the scope of the original agreement. "The Client" will be notified of increases in the scope of the project, a new quote will be issued, and written approval must be obtained from "The Client" before new work commences.

FIVE - CUSTOMER MATERIALS

- Where TIG is supplied with Customer Materials or is requested to use specific material by the Customer when undertaking the Services:
- TIG will not be liable for any delay in or inability to perform the Services or for any additional costs incurred in the performance of the Services or for any defect or error in the Services or Deliverables or errors in or additional costs associated with their delivery to the extent that such delay, inability, costs, defect or error were caused by defects in or unsuitability of the Customer Materials or specified materials, or the Customer's failure to supply the Customer Materials to TIG in the manner (including regarding format and method of delivery) directed by TIG, if being noted and agreed that TIG may not be able to identify defects in the Customer Materials or specified materials, or the unsuitable nature of the Customer Materials or specified materials until production has commenced, and where additional costs are incurred by TIG such costs shall be recoverable from the Customer.
- TIG may reject any of the Customer Materials or specified materials which in its opinion are unsuitable.

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- TIG may, if the Customer Materials or specified materials are found to be unsuitable during production or have been supplied to TIG otherwise than in the manner (including regarding format and method of delivery) directed by TIG, charge the additional production costs incurred by TIG to the Customer after notifying, where possible, the Customer in writing of the unsuitability of the Customer Materials or specified materials; and
- TIG accepts no responsibility for imperfect work caused by defects in or unsuitability of the Customer Materials or specified materials.

SIX - LEGAL AUTHORIZATION FOR PUBLICATIONS

- The Customer is responsible for obtaining, at its own cost, all necessary consents, clearances, and authorizations which may be required by all applicable law and any regulatory and other authorities or commercial providers in respect of its receipt of the Services and use of the Deliverables. In particular, the Customer agrees that it, and not TIG, is responsible for ensuring the use of the Customer's own and any third party photographs, images, sounds and text in the Deliverables does not infringe third party Intellectual Property Rights, whether those third party materials are sourced by the Customer or by TIG on the Customer's behalf.

SEVEN - EXCESS WORK

- This is defined as any work involving additions to the list of items defined in the Estimate of Services or changes to all pieces of finished work after sign-off by an authorized representative of "The Client". From time to time "The Client" will require extra requirements during a project, or extra files upon completion of a project. The client will be informed that the alterations or changes requested fall outside the scope of the original quote. If the client wishes these alterations to be made, a new quote will be issued by TIG addressing the new requirements and the associated cost. Work can only commence once the proposal has been signed off.
- Publication and/or release of work performed on behalf of the client by "TIG" may not take place before cleared funds have been received.
- Any booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the contract is terminated by the client, after work has commenced.

EIGHT - LIABILITY & LITIGATION

- It is agreed that all work and materials provided for "The Client" by "TIG" will be free and clear of all liens and encumbrances and may be lawfully used by "The Client" without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright trade secret patent or trademark rights of any third party.
- The Independent Group does not undertake any licensable or trade qualified works. All such works required for projects managed by The Independent Group will be subcontracted to suitably qualified individuals or entities as identified in the attached proposal/invoice. The Independent Group shall not be held liable for any negligent or defective works carried out by these subcontractors. Clients engaging The Independent Group's services acknowledge and accept that the responsibility for the quality and compliance of subcontracted works lies solely with the subcontractors, and The Independent Group shall not be held responsible for any damages, losses, or liabilities arising from such works
- Under no circumstances shall TIG be liable to "The Client" for an indirect or consequential loss suffered by "The Client" relying on the information included in the supplies prepared by TIG including (without limitation) loss of profit, loss of contracts, non-approval of submitted plans, delays in project time line and completions or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the supplies only, not to include claims for delays, out of sequence working, non-productive overtime, an award of costs, etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.
- Under no circumstances does TIG claim that any and all applications made on the client's behalf to any governing body will have a successful outcome and TIG will not be held liable if a successful outcome is not obtained. If a successful outcome is not obtained all payments will still be due and payable by the client.

NINE - COPYRIGHT

- TIG retains full ownership of design concepts and materials it produces. Once a final
- concept is delivered to a client and full payment is received, complete ownership rights to the concept transfer to the client. Unused concepts remain the property of TIG.
- TIG may still use paid-for concepts in its promotional materials and in its design portfolio. Unless the client requests otherwise, TIG retains the right to display a small byline claiming design credit on works it produces, except for corporate stationery.
- This granting of copyright does not extend to the use of design proposals and concepts submitted to but not approved for the work outlined. Until the final payment, TIG retains ownership of all the work produced. TIG reserves the rights to certain elements used to create your projects including RAW files, fonts, patterns, stock images, textures, color palettes, and other non-exclusive items.
- TIG reserves the right to use stock images in the creation of designs if required. The costs of this will be outlined to the client prior to purchase if not included in the proposal quote.
- Other than for the promotional use of TIG all services provided shall be for the exclusive use of the client's said purposes only.
- Designs may not be used for other promotional items, website or printed materials without permission. Upon payment of all

invoices, reproduction rights for all approved final designs created by TIG shall be outlined in the Project Proposal. For additional usage, the price will be assessed as needed.

- In accordance with the Australian Copyright Act (1968), 'licensing of copyright is subject to a mutual agreement made between client and designer'. Copyright will remain the property of TIG till such time an agreement is in place. As part of TIG terms of business, the copyright license is automatically released to the client on receipt of the final payment for the commissioned work. TIG reserve the right to use all artwork produced, concepts produced in the course of the project (including those concepts not selected) and revisions for the purposes of promoting TIG in print or digital media portfolios, social media, and blogs, except where the client has specifically requested in writing otherwise.

TEN - CONFIDENTIALITY

- It is agreed that employees of "TIG" shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the
- confidential affairs of "The Client" or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of "The Client".

ELEVEN - LATE PAYMENTS AND DEFAULTS

- Accounts that are not paid within 15 days will incur a late administration fee of \$50 + GST. Accounts which remain outstanding for 30 days after the date of invoice will incur an additional late payment fee equivalent to 7% of the project costs for each week's payment outstanding. An account shall be considered in default if it remains unpaid for 30 days from the date of invoice or "The Client" has stated expressly that they do not intend to pay an invoice by "TIG" unless prior arrangements have been made. "TIG" shall at its sole discretion suspend any and all services provided to "The Client" by "TIG" or its subsidiaries (including but not limited to research, findings, hosting, websites designed files, concepts, artwork, reports, insights, and email) and employ debt collection measures until the total outstanding balance has been fully paid. This includes any and all unpaid accounts due for services ordered, including, but not limited to design, hosting, domain registration, search engine submission, maintenance, subcontractors, printers, photographers and libraries plus bank interest calculated daily for each day payment is overdue.
- Suspension of such services does not relieve the client of its obligation to pay the due amount. Files on external servers, such as hosted e-commerce solutions will be removed and held until payment is made or for 30 days until the client has paid for their invoices in full.
- "The Client" whose account is in default agrees to pay "TIG" reasonable legal expenses and third-party collection agency fees in the enforcement of these Terms and Conditions. "TIG" retains all copyright for work performed until full project costs have been paid. "TIG" reserves the right to reuse or resell work undertaken in the case of a payment default.
- "TIG" accepts no liability or responsibility for loss of income or damage to the client for work removed from third party servers, as a result of non-payment and "The Client" will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.

TWELVE - TERMINATION POLICY

- From time-to-time circumstances beyond the control of either party may result in the need for project cancellation. In the event of the client cancelling a project after a project has commenced, the advance payment (deposit) will be forfeited in lieu of compensation to TIG This is to cover design and administration time spent, resources purchased and allocated, research time and administration costs. If the project is more than 50% completed (this is determined by TIG and
- the client by negotiation) a pro-rata payment is payable for time spent up until cancellation notice, at an hourly rate of \$200 per hour plus GST.
- If a project is cancelled by TIG, due to unforeseen circumstances, the deposit will be refunded in full to the client in a timely manner.
- In the event of cancellation of the project by the client, ownership of all copyrights and the original designs and disks shall be returned and retained by the TIG.

THIRTEEN – APPLICABLE TERMS OF SALE

- Effective as of the 27/9/2023 all sales and purchases are to be paid in full prior to delivery or receipt of goods unless otherwise stated in writing from The Independent Group and all existing Credit accounts are suspended until notified in writing by The Independent Group.

FOURTEEN -DELIVERY

- Any time quoted for delivery is an estimate only and the Company shall not be liable to the Customer for any loss or damage howsoever arising as a result or consequence of any failure to deliver or delay in delivery arising from any circumstances of whatsoever nature.
- Delivery will be at the Customer's nominated address. If the premises are unattended at the time of delivery, the goods may be

left outside the premises at the Customer's risk.

- Orders, Claims and Returns
- The Customer shall be deemed to have waived any claim for short, defective or wrongful delivery of the goods or for any damage to the goods of whatsoever nature which the Customer has not notified to the Company in writing within seven (7) days of delivery (time being of the essence).
- Goods delivered in accordance with the Customer's requirements and/or orders placed for goods will not be accepted for return or cancellation and credit unless agreed in writing by the Company. If cancellation or return of goods is accepted by the Company, a restocking fee determined at sole discretion of the Company, shall become due and payable by the Customer to the Company.
- The Company shall, subject to the above, only accept the return of goods if the goods are in the same condition as delivered to the Customer with all packaging material, brochures and instruction material in as new a condition as is reasonably possible.
- Return of goods, if accepted by the Company, must be sent to the Company at the Customer's cost and risk.
- The Company may cancel any order at any time before the goods are delivered by giving notice to the Customer and shall forthwith repay to the Customer any monies paid by the Customer in respect thereof. The Company will not be liable to the Customer for any loss or damage whatsoever arising from such cancellation.
- Any orders made by telephone will be processed by the Company and the Company's records of the telephone order will prevail in the event of a discrepancy.
- All online, telephone, fax or email orders are treated as an express intention by the Customer to purchase the nominated goods for the prices listed on the Company's website. The Company reserves the right to alter the listed prices on the Company's website if incorrect prices were caused by software faults, errors or malicious attack.

FIFTEEN – QUOTATIONS OF PRICES

- The prices quoted are:
- Based on the Company's estimated cost of supply at the time of the order and may be increased by the Company on notice to the Customer due to any increase in the Company's cost of supply or delivery of the goods between the date of the order and the date or dates of delivery. The Customer shall be entitled to cancel their order within seven (7) days of receipt of written notice from the Company to the Customer of any increase in the cost of the goods being supplied pursuant to the order. Should the Customer fail to cancel the order, the Customer shall be deemed to have accepted the increase in the cost of the order.
- Unless specified to the contrary in the order or as provided below, are exclusive of delivery costs, cost of insurance and all taxes, imposts and duties which will be for the Customer's account.
- All prices are quoted in Australian Dollars and exclude GST.

SIXTEEN - GST

- All monies payable by the Customer to the Company, being the consideration for the supply of goods expressed in these terms and conditions are, unless expressly indicated to the contrary, exclusive of GST. The Customer must, in addition to all monies payable by the Customer to the Company pursuant to these terms and conditions, pay to the Company the GST imposed or payable in respect of any and all supply of goods by the Company to the Customer.

SEVENTEEN - LOSSES

- Insofar as the law permits, the Company shall not be liable in any manner whatsoever for any injury, loss or damage or any indirect or consequential losses suffered or incurred by the Customer including in particular but not limited to any loss by reason of the supply of goods to the Customer or any delay, negligence, non-delivery or any act or matter or thing done, permitted or omitted to be done by the Company or its employee, servants or agents.
- If the Company is required by law to replace the goods but is unable to do so, the Company may refund the money paid by the Customer for the goods.

EIGHTEEN – DISCLAIMER OF IMPLIED WARRANTY

- The Customer agrees that it has not relied upon the Company, its employees', servants' or agents' skill or judgment in selecting the goods for any particular purpose and, insofar as the law permits, this sale is made without any warranty by the Company, its employees, servants or agents that the goods are suitable for any particular purpose. The Customer will be responsible for ensuring that any goods ordered by the Customer from the Company are suitable for the intended use by the Customer.
- It is agreed that any description of the goods contained in these terms and conditions or in any order placed by the Customer with the Company is for the sole purpose of identifying them and is not part of the basis of the sale, nor does it constitute a warranty that the goods shall conform to that description.
- The Company does not warrant or guarantee the accuracy, adequacy or completeness of any material on the Company's website and expressly disclaims liability for mistakes, misleading or absent information.
- The Company does not warrant, guarantee or make any representations that the Company's website will be safe from malicious activities including but not limited to viruses, hackers or denial of service attacks and does not warrant that the Company's website will be fully accessible at all times and disclaims any loss or damages as a result of it being unavailable.
- To the maximum extent permitted by law, the Company disclaims liability for any damages including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without

limitation, lost or misdirected orders, lost profits, lost goodwill or lost or stolen programs or other data, howsoever caused arising out of or in connection with any or all of the following:

- The use of the Company's website, or the inability to use the Company's website by anyone.
- Any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or
- Line or system failure or the introduction of a computer virus, or other technical sabotage, even if the Company or the Company's employees or representatives are advised of the possibility or likelihood of such damage, losses or expenses.
- Personal Property Securities Act 2009 ("PPSA")
- The capitalized terms used in clause 8 of these terms and conditions of trade, shall have the same meaning as given in the Personal Property Securities Act 2009 ("PPSA") and this clause 8 will apply only where monies are owing by the Customer to the Company for goods supplied under these terms and conditions.
- The Customer acknowledges and agrees that its acceptance of the terms and conditions set out in these terms and conditions of trade, form part of the contract between the Company and the Customer for the supply of goods which constitutes a Security Agreement that covers the Collateral for the purposes of the PPSA.
- The Company (as Secured Party) holds a Security Interest over all of the present and after acquired goods supplied by the Company to the Customer and any Proceeds of the sale of those goods ("Collateral").
- Any purchase by the Customer on credit terms from the Company and retention of title pursuant to this clause 8 of the terms and conditions of trade will constitute a Purchase Money Security Interest ("PMSI").
- The PMSI granted herein will continue to apply to any goods coming into existence or proceeds of sale of goods coming into existence.
- The Company will continue to hold a Security Interest in the goods in accordance with and subject to the PPSA, notwithstanding that the goods may be processed, commingled or become an accession with other goods.
- The Company's Security Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all registered or unregistered Security Interests.
- The Customer will, until title in the goods pass to the Customer, keep all goods supplied by the Company free of any charge, lien or Security Interest and not otherwise deal with the goods in any way that will or may prejudice any rights of the Company under these terms and conditions of trade or the PPSA; and
- In addition to any rights granted to the Company pursuant to these terms and conditions of trade, the Company may exercise any and all remedies afforded to it as a Secured Party under the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Customer, to search for and seize, dispose of or retain those goods in respect of which the Customer has granted a Security Interest to the Company.
- The Customer undertakes to sign any documents and provide such information as may be reasonably required by the Company to register its Security Interest over the Collateral and to register, amend or update a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPS Register and indemnifies the Company for all expenses incurred in such registration.
- The Customer will give the Company not less than 7 days written notice of any proposed change in the Customer's name, address, contact numbers, business practice or such other change in the Customer's details registered on the PPS Register to enable the Company to register a Financing Change Statement if required.
- Insofar as the law permits, the Company and the Customer agree that.

- Sections 96, 125 and 132(3)(d) and 132(4) of the PPSA do not apply to the Security Agreement created under these terms and conditions of trade; and
- The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3) and 132(4) of the PPSA and its rights as a Grantor and/or a Debtor under sections 142 and 143 of the PPSA and further waives its rights to receive a verification statement in accordance section 157 of the PPSA.
- The Customer shall unconditionally ratify any action taken by the Company under this clause 8 which will survive the termination of these terms and conditions of trade to the extent permitted by law.
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NINETEEN – SERVICING AND REPAIRS

- All service work is to occur between the hours of 9-5 Monday to Friday unless otherwise agreed to in writing by The Independent Group.
- All required parts are to be charged at the applicable rate and are not included in the service call or hourly rate figures.
- Any afterhours service calls are to be charged at \$400 service call and will be charged at \$250 per hour until 7pm. Any service call after this time or on weekends are to be charged at \$500 per service call and will be charged at \$300 per hour. Please note rates will be charged in hourly increments.
- All after hours service calls will require the service call and a minimum of one hour's labor upfront before attending site.
- The Independent Group is only able to hold a limited number of spare parts, if parts are required to be ordered in additional shipping delays may occur which are outside of the control of The Independent Group and its Affiliates.
- The Independent Group is not liable for Defective parts received from any manufacturer.

TWENTY - GENERAL

- No waiver or alteration of these terms and conditions shall be binding upon the Company unless a duly authorized officer of the Company consents in writing.

Independent

The Independent Group – Ph 02 444 31 175 – Ph 0488996917
hello@theindependentgroup.com.au – theindependentgroup.com.au
ABN: 66374539904

- Notices to the Customer or Company shall be sufficiently delivered if mailed in the ordinary course of post or delivered by hand to the last known address or sent by email to the last known email address and shall be deemed to have been delivered by mail two (2) days after mailing or emailed upon confirmation of the email transmission.
- All sales are deemed to be made in the State or Territory in which the goods are delivered and shall be governed and construed according to the laws of that State or Territory.
- If any provision or part of these terms and conditions shall be invalid or unenforceable, the invalidity or unenforceability of the remainder shall not be affected provided the fundamental purpose of these terms and conditions are not thereby substantially altered.
- Failure by the Company to insist upon strict performance of any of these terms and conditions shall not be deemed a waiver thereof or of any rights that the Company may have.
- The Company reserves its rights to change these terms and conditions and the listed prices of goods by posting the amended terms and conditions and amended listed prices on the Company's website which amended terms and conditions and amended listed prices shall automatically apply immediately after being posted on the Company's website. Any other amendments to these terms and conditions or the listed prices shall not bind the Company unless requested by the Customer and agreed by the Company in writing.
- Materials on the Company's website may only be copied for personal use. Customers may not use materials on the Company's website for commercial purposes without the prior written consent of the Company.

TWENTY ONE – APPROVAL FOR FINAL WORKS

- While TIG takes all care to avoid errors, TIG accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. It is "The Client's" responsibility to proofread and approve all final copies before the production of work. The email verification of the Client's representative shall be conclusive as to the approval of all deliverables prior to their release for printing, implementation or installation. No refunds or reprints are given after a final approved deliverable has gone to print due oversights by "The Client's" proofreading.

DEFINITIONS

- In these terms and conditions of trade, unless the context otherwise indicates:
- "Company" The Independent Group Abn 66374539904 together with its related parties, successors and assigns;
- "Customer" means a party who requests the supply of goods from the Company pursuant to these terms and conditions.
- "GST" means any form of goods and services tax payable under GST Law.
- "GST Law" means A New Tax System (Goods and Services Tax) Act 1999.