



**Branding Station Pty Ltd**

Postal Address is: PO Box 5258, Pinewood Vic 3149

Telephone: (03) 9560 8095

Fax: (03) 9560 8045

E: [sales@brandingstation.com.au](mailto:sales@brandingstation.com.au)

ACN: 602 589 220 ABN: 20602589220

## Terms and Conditions

### General

Please read these Terms and Conditions carefully and print and keep a copy of them for your reference.

These Terms and Conditions apply to your order/delivery request. Branding Station Pty Ltd may change its Terms and Conditions at any time, so please do not assume that the same terms will apply to future orders/delivery requests.

These Terms and Conditions constitute the entire agreement between the Branding Station Pty Ltd and you, the customer ("the Customer") and supersede any previous agreements, warranties, representations, undertakings or understandings between the parties and may not be varied except in writing.

### Pricing

Branding Station Pty Ltd reserves the right to change prices and to do so without notice. Estimates are based on the Branding Station Pty Ltd current costs of production and, unless otherwise agreed in writing, are subject to amendment to meet any rise or fall in such costs that have taken place by the time of delivery. All work carried out shall be charged. Any additional work required of Branding Station Pty Ltd by reason of the Customer supplying inadequate, incomplete or incorrect instructions or insufficient materials; or late delivery of the same shall be charged. Branding Station Pty Ltd at his absolute discretion, may ask for part or full payment in advance of starting the Work.

All prices are in Australian dollars and excludes GST.

### Samples

Samples are sent out upon request to the Customer. These will be invoiced to the Customer. A credit will be raised if the samples are returned within 2 weeks from date of invoicing. We reserve the right to refuse samples returned without either an invoice or order reference. If the samples are not returned within 2 weeks the Customer must pay for them fully as per the invoice.

### Artwork

It is the responsibility of the Customer to approve the artwork before embroidery begins. Branding Station Pty Ltd accepts no responsibility for any accidental loss or damage to artwork supplied.

Branding Station Pty Ltd accepts no responsibility for any errors not corrected by the Customer where the Customer has been provided with proofs. Any alterations and additional proofs necessitated thereby shall be charged extra.

When style, type or layout is left to the Branding Station Pty Ltd judgement, changes therefrom made by the Customer shall be charged extra.

Where the Customer specifically waives any requirement to examine proofs Branding Station Pty Ltd is indemnified by the Customer against any and all errors in the finished Work and the costs incurred therefrom.

### Payment Terms

[www.brandingstation.com.au](http://www.brandingstation.com.au)



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The customer agrees to pay Branding Station in accordance with the following milestone

Stage 1 - \$50(Excl. GST) - Deposit to commence the job.

Stage 2 - 50% of the amount quoted after the artwork digitised and approved for embroidery.

Stage 3 - The balance prior goods to dispatch.

### **Own Garments**

Customer's property supplied for printing or embroidery is held at the Customer's risk. Whilst every care will be taken during the printing or embroidery process, Branding Station Pty Ltd does not accept responsibility for imperfect work caused by unsuitability of materials supplied by the Customer. If any error occurs while printing/embroidering a logo onto a Customer's own garment, Branding Station Pty Ltd liability is limited to the amount of the quoted price of applying the embroidery to said garment. At no time and under no circumstance shall Branding Station Pty Ltd be liable for any other costs.

### **Copyright**

By supplying artwork to Branding Station Pty Ltd, the Customer confirms they have ownership or all the relevant permissions to use the supplied artwork.

Branding Station Pty Ltd accepts no liability for infringements of copyright by the customer when artwork is supplied. Branding Station Pty Ltd shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

Branding Station Pty Ltd shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of the printing for the Customer of any illegal or unlawful matter including matter which is libellous or infringes copyright, patent, design or any other proprietary or personal rights. The indemnity shall include (without limitation) any legal costs incurred as a result of any such claims.

### **Delivery**

Delivery will be made from confirmation of order (and receipt of artwork) to all Australian addresses.

Unless otherwise agreed in writing, completion of work and delivery times are a guide only and, whilst the Seller will make every effort to adhere to proposed timescales, time is not of the essence in any contract.

Unless otherwise agreed in writing, (in which case an extra charge may be made) delivery will be at the Customer's address. Should expedited delivery be agreed, Branding Station Pty Ltd be entitled to make an extra charge to cover any overtime or any other additional costs.

Branding Station Pty Ltd can accept no responsibility for delays in delivery beyond their control.

### **Force Majeure**

Branding Station Pty Ltd is not liable in any way for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered that is caused by any event or circumstance beyond its control.

### **Title**



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The title of any goods purchased shall not pass to the Customer until payment in full has been made to Branding Station Pty Ltd.

All goods remain the property of Branding Station Pty Ltd until paid for in full. In the event of the Customers' Insolvency, if the goods have not been paid for in full Branding Station Pty Ltd may take the goods back and, if necessary, enter the Customer's premises to do so, or to inspect and/or label the goods so as to identify them clearly.

### **Cancellations**

Any cancellation of an order must be confirmed in writing to us. Any /all artwork or set-up costs incurred prior to the notification of cancellation will be charged in full. Any garments which have already been processed with a logo will be charged in full.

### **Liability**

In any event the liability of Branding Station Pty Ltd is restricted to their price list for the goods involved.