

Miles Plastics - General Terms and Conditions of Manufacture

These are the terms and conditions on which Mad Havoc Pty Ltd (ABN 27 168 926 672) trading as Miles Plastics ('**Miles Plastics**', '**we**', '**us**', '**our**') agree to manufacture and provide goods ('**Goods**') to any person or entity ('**you**'). These terms apply to all orders placed with us unless otherwise agreed in writing by us.

Ordering

You may place an order with us in person, by phone or by email. We will confirm your order by email. By proceeding with your order, you are indicating to us that you have read, understood and agreed to these terms and conditions. These terms and conditions will apply to all future orders you place with us, unless we provide alternative or updated terms and conditions. Please note that no agreement is made until we confirm your order in writing and we may reject any order in our absolute discretion.

Pricing

At the time of placing your order, you may request we provide a written quotation to you, which will be sent to you by email. If you do not request a quote, we will process your order and charge you on a time and materials basis. Unless otherwise indicated, our prices are exclusive of GST. If GST is applicable, GST will be charged in addition. Our fees do not include delivery of the Goods to you (if applicable), which will be a separate charge on your invoice.

Design

If you are providing your own artwork, it must be in a vector file format and, if the design contains fonts, all fonts are outlined, or you know the name of the fonts.

We cannot accept artwork that does not meet these requirements. We can help you create designs and artwork or convert JPEG files to vector format for a small fee (please ask us for a quote).

Additional fees will be incurred if we need to re-design any element of your artwork.

Proof & Acceptance

If requested, we will provide a final proof for approval prior to manufacturing. It is your responsibility to make sure all design elements and copy is correct, and there are no errors. There can be no changes once final proof is accepted. If changes are made post approval, additional charges will apply. We disclaim any liability for errors once the final layout has been approved by you.

Payment

Unless you have an approved customer account with us, you agree to pay us all fees and charges applicable to your order, including any applicable delivery costs, prior to collection or delivery of your Goods. We currently accept payments via credit card and direct bank transfer. We may require payment by instalments, such as deposit payments and progress payments, in our absolute discretion, as set out in our quotation.

You acknowledge and agree that your payment of all applicable fees and charges in full in cleared funds (including any delivery fees if applicable, discussed below) is an essential condition of this

agreement. If a request for payment is returned or denied by your financial institution or is unpaid by you for any other reason, then you'll be liable for any associated costs incurred by us, including banking fees and charges. We may also immediately stop delivery of any Goods unpaid for unless and until we receive your payment in full.

If you fail to pay us for the Goods ordered, or if an insolvency event occurs in relation to you (for example, if you commit an act of bankruptcy or become insolvent), we may refuse collection of the Goods or suspend delivery of an order, require payment in a particular form or terminate this agreement.

Collection or Delivery of Goods

Collection

Once we have completed your order and received payment from you (if applicable), we will notify you that your order is ready for collection and you are welcome to collect your Goods from us during our usual opening hours.

Freight

We freight Goods within Australia. We may use any freight service provider of our choice to help us get the Goods to you.

You are also welcome to organise your own freight service provider. If you would like to do this, please provide our office with the details and we will liaise with your chosen freight service provider to get the Goods to you.

Rates

Freight costs are based on the weight and/or size of the Goods ordered and the delivery destination. You agree to pay to us the actual costs of freight fees incurred in delivering the Goods to you.

Our delivery service providers may change their fees from time to time, and so you acknowledge and agree that we can vary the freight fees applicable to orders at any time on notice.

Dispatch Timeframes

We endeavour to process and dispatch all ready-to-ship orders within 1-3 days of receipt of payment or completion (in the case of customers with approved customer accounts).

Custom orders can take up to 21 days to process and create. Once dispatched, allowance needs to be made for freight in line with the freight service provider's usual delivery timeframes.

If you require your Goods urgently, please feel free to contact us and we will discuss options.

You acknowledge that we're not liable for any reasonable delay in dispatch of your order.

Delivery Timeframes

Delivery times will vary between orders – we'll do our best to let you know when to expect your delivery, however this is largely dependent on the delivery service provider.

Delivery Address

It's your responsibility to make sure that your postal address details are correct- we won't be responsible for any incorrect or failed delivery if you don't supply current, accurate postal address details.

If your order is undelivered due to your error (including you providing us with an incorrect delivery address) and returned to us, we will require you to reimburse us for the returned parcel fee. We will require you to repay the additional freight costs of delivering the order to your correct address.

Please note we do not freight to PO Boxes.

Orders Lost in Transit

When we dispatch your order, we will give you a tracking code (where available) for you to track the progress of your order.

If you're concerned that your order has been lost or misdelivered, we ask that you contact us as soon as possible, so that we can investigate. You understand that while we'll investigate your missing order, we make no representations as to responsibility or liability for any lost or misdelivered order. In the event of items lost or damaged in transit, you acknowledge that our liability is limited to the amount of any compensation we are able to recover from the delivery service provider, less our reasonable costs of investigating and applying for any compensation, unless otherwise required by law.

Risk

Risk in the Goods passes to you on collection of the Goods or delivery to your nominated address. You must sign for your collection or delivery, unless you've given authority to leave the Goods unattended at your delivery address. If you've authorised us or our agents to leave your order unattended at that address, the order will be taken to have been delivered on leaving the order at the address. If you ask us to deliver to an address and you're not there, but someone else at the address signs for the parcel, the order will be taken to have been delivered on leaving the order with that person.

If we accept a return of any Goods, risk in those Goods will revert to us on our confirmation of receipt of the returned Goods. We recommend you insure Goods you return to us against loss or damage in transit.

Australian Consumer Law

Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law, which forms Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**ACL**).

Nothing in these terms excludes any right, guarantee or warranty you're entitled to by law, however we do exclude all other guarantees, conditions and warranties to the maximum extent permitted by law. We also specifically exclude liability for negligence.

Wherever possible, our liability for breach of any condition, warranty or guarantee is limited, at our option, to:

- a) replacement of the Goods;
- b) repair of the Goods;
- c) payment of the cost of having the Goods repaired; or
- d) such other fair and reasonable remedy as we are ready and willing to provide.

We won't be liable for any consequential loss or damage or other direct or indirect loss or damage, except where we are unable to limit or exclude such loss under the ACL.

If for any reason the ACL doesn't apply to an order you place with us (for example, if you purchase

the Goods for re-sale with our authorisation or if you are purchasing from outside Australia), then we'll only refund an order placed if we can't fill it, if we think it's reasonable to do so, or otherwise in accordance with our refund policy set out below.

Refund and Replacements Policy and Procedure

We have a refund policy in addition to the rights stated in relation to the ACL above. Please note that it is supplementary and doesn't limit your rights under the ACL in any way.

If you receive damaged or faulty Goods or wish to return your Goods for any other valid reason, please email us at info@milesplastics.com.au within 7 days of receipt, with your order number, name, phone number, postal address, a photograph of your Goods and a description of the damage or fault or your reason for wanting to return the Goods.

If your claim is deemed to be legitimate, we will contact you to arrange a refund (in our absolute discretion) or replacement of the Goods.

Refunds will be processed promptly, and payment will be made to you in the same manner as your payment was made to us.

Should a replacement be required, we will advise you where to return the damaged, faulty or unwanted Goods. On receipt of these Goods, together with your order number, name, phone number, postal address and your receipt for freight costs, and if we are satisfied of a legitimate claim, we will remit a refund to you for your freight costs incurred in returning the Goods to us and arrange replacement Goods to be delivered to you as quickly as possible. If we are not satisfied of a legitimate claim, we will contact you to resolve the issues in accordance with these terms.

Please note that we do not offer refunds or replacements for change of mind and cut to size panels are strictly not refundable, unless required by law.

Store credit

We may, in our absolute discretion, allow you to return your Goods in exchange for store credit. If we do so, the grant of store credit is subject to the terms of this agreement.

Store credit is redeemable for Goods sold by us only and can't be applied to freight on an order.

Store credit can be redeemed for twelve (12) months from the date of issue and will expire after this date. It'll then be unable to be redeemed, replaced or refunded.

Store credit is non-transferable and is not redeemable for cash under any circumstances, including any partial balance remaining after redemption.

Privacy Act 1988

You and/or your guarantor/s (if applicable) agree for Miles Plastics to obtain from a credit reporting agency a credit report containing personal credit information about you and your guarantor/s in relation to credit provided by Miles Plastics.

You and/or your guarantor/s agree that Miles Plastics may exchange information about you and your guarantor/s with those credit providers either named as trade referees by you or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- a) to assess an application by you; and/or

- b) to notify other credit providers of a default by you; and/or
- c) to exchange information with other credit providers as to the status of your credit account with Miles Plastics, where you are in default with other credit providers; and/or
- d) to assess the credit worthiness of you and/or your guarantor/s.

You consent to Miles Plastics being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

You agree that personal credit information provided may be used and retained by Miles Plastics for the following purposes and for other purposes as will be agreed between you and Miles Plastics or required by law from time to time:

- a) provision of goods; and/or
- b) marketing of goods by Miles Plastics, its agents or distributors in relation to the goods; and/or
- c) analysing, verifying and/or checking your credit, payment and/or status in relation to provision of goods; and/or
- d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by you; and/or
- e) enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to the goods.

Miles Plastics may give information about you to a credit reporting agency for the following purposes:

- a) to obtain a consumer credit report about you; and/or
- b) allow the credit reporting agency to create or maintain a credit information file containing information about you.

Intellectual Property

You acknowledge and agree that all intellectual property rights owned by us or to which we are entitled before and after this agreement will remain our sole property and that nothing in this agreement transfers any ownership in our intellectual property rights to you.

When ordering customised Goods from Miles Plastics you may submit images to us via email for the purposes of producing your customised Goods. You expressly agree that you will only submit images which you own or have appropriate license to use. You guarantee further that by submitting images to us you are not infringing the copyright of any other person or entity and that you will indemnify, hold harmless and defend Miles Plastics against any and all third-party claims or liabilities arising out of or in connection to images submitted to and used by us to produce your custom order.

If you are a manufacturing customer only (that is, you provide the design and we manufacture it for you), all intellectual property in your design is owned by you and nothing in this agreement transfers any such intellectual property to us. You licence us to use the intellectual property solely for the purpose of producing the manufactured Goods.

If you are a design and manufacture customer (that is, you require us to design a product and manufacture a product on your behalf), you must state at the time of placing your order if you intend to on sell the product in the course of a commercial endeavour or if you require the design to be

exclusive for any other reason. If you do not state the above at the time of placing your order, you will be taken to be a non-exclusive design and manufacture customer.

If you are an exclusive design and manufacture customer, we grant you a worldwide, exclusive, royalty-free, revocable license to use our Goods and all associated intellectual property for your personal and/or commercial use, however our Goods and all associated intellectual property may not be replicated or reproduced without our prior written consent, which may be subject to additional fees. For all such enquiries, please get in contact with us (info@milesplastics.com.au).

If you are a non-exclusive design and manufacture customer, we grant you a worldwide, non-exclusive, royalty-free, revocable license to use our Goods and all associated intellectual property for your personal and non-commercial use only. You understand and agree that non-exclusive designs and all associated intellectual property rights may be reproduced by us for any purpose and may be licensed by us to others.

You understand and agree that if we design works on your behalf, we may reproduce or publish any such works to market and promote our business and the fact that we are the creator of the works, including by entering the works into design or trade competitions or sharing images on our website or social media profiles. We will not use any works designed by you for these purposes.

Advice and Information

We may give you advice, recommendations, information or assistance in relation to our Goods, the materials which can be used to produce Goods, how our Goods can be used, how long they may last and so on. We give that information to you in good faith, believing it to be accurate, appropriate and reliable at the time but we don't give any warranty of accuracy, appropriateness, reliability or fitness for purpose. Information and advice we give is general in nature and is not intended to constitute or substitute for professional advice. You should seek appropriate professional advice if required. We won't accept any liability or responsibility (including liability for negligence) for any loss suffered because of your or any other person's reliance on information or advice we provide to you.

Dispute Resolution

If a dispute arises out of this agreement or if you are unhappy with your Goods for any reason, we ask that you contact us in the first instance and we will do our best to resolve the issue to our mutual satisfaction quickly, cheaply and efficiently. If we're not able to resolve it within thirty (30) days, we'll go to mediation in Brisbane, Queensland and split the costs of that equally.

If the dispute still isn't resolved within thirty (30) days of the mediation, either of us can ask the mediator to terminate the mediation and the mediator must do so.

Each of us agree that we will not commence any proceedings in a Court or Tribunal until we've complied with this clause (unless of course we're seeking interlocutory relief).

Independent legal advice

You can seek independent legal advice on these terms and contact us to negotiate changes or amendments to these conditions before proceeding with your order. If you don't do so, we'll take it that you've read, understood and agreed to be bound by these conditions, and that you consider the conditions fair and reasonable and not against public policy.

Variation

These terms and conditions may be varied by us at any time by updating this document and giving notice to you by posting a copy on our website (www.milesplastics.com.au). The changes will take effect immediately on their being posted. These terms and conditions may only be varied by you with our prior written consent.

Severance

If any part of these terms and conditions is found to be void or unenforceable by a Court of competent jurisdiction, that part will be severed, and the rest of the agreement will remain in force.

Termination

We may terminate this agreement at any time on notice to you. All disclaimers, limitations of liability and intellectual property provisions will survive termination. On giving such notice, we'll refund any amounts paid by you in respect of undelivered Goods.

Jurisdiction

As we're based in Queensland, these conditions will be governed by the laws of that state. If we do end up in court, you agree that the exclusive venue for resolving any dispute will be in the courts of Queensland.

If you have any questions about these terms and conditions, please feel free to contact us at info@milesplastics.com.au.