

# Terms & Conditions

This contract governs the supply on hire of any goods ("the Goods") and supply of any services ("the Services") by Suwito Pty Ltd ("Suwito") to you ("the Customer"). Unless otherwise specifically agreed in writing by Suwito, all orders placed by the Customer with Suwito for supply of the Goods and/or Services will be on the following terms and conditions. In these terms and conditions:

"Event" means the event, tradeshow or convention identified in Suwito's quotation.

"Exhibit" means the exhibition/display stand for use by the Customer at the Event.

## 1. **Quotations and Acceptance**

- 1.1 Suwito's quotations are only open for acceptance within 14 days after their date.
- 1.2 Quotations will become binding on Suwito only upon receipt of an unconditional written acceptance in such form as Suwito may require.
- 1.3 Written acceptance of Suwito's quotation will constitute acceptance by the Customer of any design concept submitted by Suwito to the Customer on or before the date of Suwito's quotation.
- 1.4 All Goods and Services to be supplied by Suwito will be as described in the quotation given by Suwito irrespective of any purported variation in the order accepting such quotation.

## 2. **Pricing**

- 2.1 Unless otherwise indicated, all prices quoted by Suwito are exclusive of GST (as that term is used in a *New Tax System (Goods and Services Tax) Act, 1999* as may be amended from time to time).
- 2.2 If GST is payable by Suwito in respect of the supply of the Goods and/or Services to the Customer, the price for the Goods and/or Services shown in any quotation, invoice or other document ("the Original Amount") is to be increased so that Suwito receives an amount ("Increased Amount") which after subtracting the GST liability of Suwito arising from the supply of the Goods and/or Services, results in Suwito retaining the Original Amount.
- 2.3 Suwito will do all things reasonably available to it to assist the Customer to claim, on a timely basis, any input tax credits (if any) the Customer may be entitled to claim for the acquisition of the Goods and/or receipt of Services from Suwito. This includes Suwito maintaining its registered status for GST purposes, and issuing tax invoices for the Goods and/or Services supplied to the Customer.
- 2.4 The Customer is responsible for paying all charges associated with utilities used in or for the Exhibit including electricity, gas, water and telephones.
- 2.5 All goods/materials owned by the Customer:
  - 2.5.1 stored on the Customer's behalf;
  - 2.5.2 delivered to Suwito for transport to the Event and any subsequent movements;will incur additional charges for warehousing, cartage and material handling as Suwito reasonably determines. All such goods/materials are accepted for storage/delivery by Suwito entirely at the risk of the Customer and no liability whatsoever (including arising from negligence) is accepted by Suwito. Any goods/materials not collected from Suwito within 6 months of delivery may be sold by Suwito and the proceeds applied against any moneys owing to Suwito by the Customer on any account.

## **Payment Terms**

- 2.6 The Customer must pay 60% of the value of Suwito's quotation upon acceptance of it, and the balance outstanding within 7 days of completion of the Event to which the quotation relates unless otherwise specified in Suwito's quotation.
- 2.7 Any additional amounts charged by Suwito to the Customer in accordance with clauses 2.5, 4.2 and 4.3 are payable within 7 days of date of invoice.
- 2.8 If the Customer makes a default in any payment or commits a default pursuant to clause 3.4, then:
  - 2.8.1 All monies included in quotations accepted by the Customer will become immediately due and payable irrespective of whether Suwito has issued an invoice or supplied Goods and/or Services equal in value; and
  - 2.8.2 Without prejudice to any other rights it may have, Suwito may suspend the supply of further Goods and/or Services or immediately terminate any contract by written notice to the Customer.
- 2.9 The Customer will commit a default if it commits any act of bankruptcy (if a natural person) or (being a company) appoints an Administrator or commits an act which entitles a third party to wind up or appoint a receiver, or receiver and manager to the Customer or passes a resolution to wind itself up.
- 2.10 The Customer will pay interest on all overdue payments at the rate of 3% per month (or such other rate as Suwito may specify from time to time) from the due date for payment until the date that payment is actually made.

### **Variations and Cancellation**

- 3.1 Suwito reserves the right to reject any initial orders made or changes to production details requested by the Customer less than 30 days before the start of an Event.
- 3.2 Any changes requested to the design concept and production details must be in writing. All material changes (as determined by Suwito) to the design concept after the date of Suwito's quotation and changes to the production details will be the subject of an additional charge as reasonably determined by Suwito.
- 3.3 For Services ordered by the Customer at the Event site, the following will apply:
- 3.3.1 Such Services will be billed at the prevailing floor order rate;
- 3.3.2 A co-ordination fee will be payable on non Suwito Services ordered by Suwito on the Customer's behalf.
- 3.4 A Customer may not cancel a contract after acceptance of Suwito's quotation except with the prior written consent of Suwito and on terms which will indemnify Suwito against all losses.

### **Design Concept and Production Details**

- 4.1 It is the Customer's responsibility to:
- 4.1.1 provide Suwito with accurate, complete and detailed instructions concerning the Goods and Services required and the Exhibit;
- 4.1.2 book the Exhibit space;
- 4.1.3 provide Suwito with the Event manual (if any) and all other information relevant to the Event and the Exhibit
- 4.2 All orders are accepted on the understanding that the Customer is solely responsible for:
- 4.2.1 determining that the Services and/or the Exhibit meet the safety requirements and the requirements of their intended function and application;
- 4.2.2 liaising with the Event co-ordinator and obtaining design approval.
- 4.3 All product data, design and other details submitted by Suwito in the design concept are approximate only. Any deviations to the production details and/or final Exhibit will not entitle the Customer to make any objections or claims for compensation or rescind any contract with Suwito.
- 4.4 All production details submitted to the Customer after acceptance of Suwito's quotation will be deemed to be approved by the Customer unless Suwito is notified in writing to the contrary within 5 days of submission.
- 4.5 All advice, published material and other information provided by Suwito is provided only as a guide to available Goods and Services and does not form part of the contract. Reliance on all such information and advice and changes to the Exhibit made at the Customer's request are entirely at the Customer's risk.

### **Goods on Hire**

- 5.1 All Goods and materials manufactured for and/or supplied by Suwito for use in the Exhibit remain at all times the property of Suwito unless otherwise specifically agreed in writing by Suwito and the Customer.
- 5.2 It is agreed by the Contractor that all such Goods and materials are hired by Suwito to the Customer solely for the purpose of the Event, and the Customer holds the same as mere bailee.

### **Intellectual Property**

- 6.1 The design concept and all production details offered by Suwito are and remain the intellectual property of Suwito.
- 6.2 All images, logos and text supplied by the Customer to Suwito for display in or around the Exhibit or forming part of the design works relating to the Exhibit will remain the intellectual property of the Customer and the Customer licences the use of same to enable Suwito to provide the Services.
- 6.3 The Customer releases Suwito from and indemnifies Suwito against any claim based on any infringement or alleged infringement of intellectual property in respect of any design, item or thing supplied by the Customer to Suwito.

### **Warranty as to Quality**

- 7.1 The Customer has the benefit of the conditions and warranties implied by the Trade Practices Act, 1974 and similar provisions of State and Territory enactments. Nothing herein excludes, limits, restricts or modifies any statutory obligation of Suwito or any rights, entitlements and remedies conferred upon the Customer if that cannot lawfully be effected.
- 7.2 Subject to the provisions of this clause 8 and clause 9, Suwito warrants that the Services will be supplied with due care and skill and that the Goods supplied in connection with the Services will be reasonably fit for the purpose for which they are supplied.
- 7.3 If the Services have not been performed as warranted or if there is any defect in the Goods which is notified to Suwito in writing, Suwito will at its option re-supply the Services, repair the Goods, replace the Goods or refund the Increased Amount paid by the Customer provided that Suwito is satisfied that the failure to perform as warranted or defect or failure in the Goods is due solely to faulty workmanship or use of faulty materials.
- 7.4 The warranty contained in clause 8.3 is conditional upon the Customer giving written notice of any defect in the Services or the Goods in writing promptly, but in no event later than the end of the Event. Goods specially produced or procured to the Customer's order cannot be rejected as being unsuitable or because they are no longer required by the Customer.

### **Disclaimer and Indemnities**

- 8.1 Except as provided in clause 8, Suwito will not be liable for any loss (including but not limited to loss of profits and consequential loss) caused by any act or omission (including negligence) of Suwito or its agents and any liability arising out of the supply of the Services, the supply and use of the Goods, loss of use of the Exhibit, damage to property or claims of third parties however arising including by virtue of representation, warranty or express or implied condition is hereby excluded.
- 8.2 Without limiting the generality of clause 9.1, no liability will be accepted by Suwito nor is any guarantee or other undertaking given or implied in respect of any act or omission by Suwito in respect of the following:
- 8.2.1 The use of the Exhibit by the Customer and/or the Customer's invitees;
- 8.2.2 Loss or damage to property or injury or death to persons within or about the Exhibit;
- and the Customer indemnifies Suwito from and against all claims which Suwito sustains or incurs or for which Suwito becomes liable in respect of or arising directly or indirectly therefrom.
- 8.3 Suwito does not provide on-site security at Events. At no time is Suwito liable for fire, theft, loss of property or other risks to the Exhibit or the Customer's property within the Exhibit. The Customer is responsible for providing its own insurance and for taking adequate security measures to protect the Exhibit and its property at the Event. If Suwito arranges for security for the Customer, the Customer will look solely to the party providing security in the event of loss.

- 8.4 While Suwito strives to ensure a safe workplace, if the Customer or any invitee enter the Exhibit space whilst Suwito is providing the Services, the Customer and such third parties assume the risk of injury and responsibility for their actions and the Customer will hold Suwito harmless and indemnify Suwito against any injury or damage caused to persons and/or damage to property resulting therefrom.
- 8.5 In no event will Suwito be liable for any loss or damage sustained from the delay or non-performance of the Services or non-supply of the Goods due to events beyond its reasonable control, including without limitation, strikes or other labour disputes, weather, earthquakes, fires, floods, war, riots, civil disorder, acts of terrorism, failure of power or utilities and traffic accidents occurring during the carting of the Exhibit or any component thereof to or from the Event however and by whomever caused.
- 8.6 The Customer will keep Suwito fully indemnified against all losses and expenses (including solicitor/client legal expenses) which Suwito may suffer or incur due to the failure by the Customer to observe its obligations under this contract.
9. **Exhibit and Insurances**
- 9.1 The Services will unless otherwise specified in the quotation include the unpacking, set up, dismantling and repacking of the Exhibit. Upon the Customer's use of the Exhibit, satisfactory set up will be deemed to have occurred.
- 9.2 The Customer is responsible for insuring its own property and all Goods supplied by Suwito for their replacement value against any loss or damage during the term of this contract and the Customer will be fully responsible for any loss of or damage to the Goods (however occasioned).
- 9.3 The Customer must effect and maintain at all times during the term of this contract, public risk insurance relating to the Goods and the Exhibit for an indemnity of not less than \$10,000,000 for any one event.
10. **Implied Contracts**
- 10.1 The terms appearing in this document are incorporated by implication into all contracts between Suwito to supply the Customer with the Services and/or the Goods, irrespective of any terms appearing in documentation provided by the Customer.
11. **Miscellaneous**
- 11.1 Unless expressed in writing to the Customer, the failure or delay by Suwito in exercising any right, power or privilege available to it will not operate as a waiver thereof nor will the exercise by Suwito of any other right, power or privilege prevent it from exercising any other rights, powers or privileges available to it.
- 11.2 The validity and interpretation of these terms and conditions and their effect are governed by the laws in force in NSW. Each party submits to the jurisdiction of Courts of that State or Courts of Appeal therefrom.
- 11.3 If any part of these terms and conditions is held to be void or unlawful, these terms and conditions will be read and enforced as if the void or unlawful provisions have been deleted.
- 11.4 Nothing in this contract is intended to create an agency or joint venture relationship between Suwito and the Customer. Neither party will have any authority to bind the other to any obligation to any third parties, unless otherwise agreed to in writing by Suwito and the Customer.