

**BRAND PRODUCTS AND SERVICES****1. ORDERS**

- 1.1** Placing an order with Titan, whether it be for additional account management, design work, studio work, or production, implies that you have accepted our terms of trade applicable at the time of order. Before any work can commence, Titan must receive one of the following:
- 1.1.1 A Purchase Order
  - 1.1.2 A signed Titan Contract or Quote Acceptance form
  - 1.1.3 An email confirming placement of order

**2. BRIEFS / QUOTES**

- 2.1** Titan will commence projects according to the details specified in the brief provided to us or agreed to by the client. If the details of the brief changes, this may naturally affect costs, resulting in the quoted prices and time frames being altered. Any such changes or perceived changes will be brought to the client's attention.

**3. COPYRIGHT**

- 3.1** Titan does not claim copyright on creative or written material owned by the client. The material Titan produces does not fall into the ownership of the client until payment is made in full.
- 3.2** With regard to work Titan produces in the form of a report, advice, or a plan, the client does not acquire copyright.

**4. BRAND GUARDIANSHIP**

- 4.1** Titan, in the role of Brand Guardian, will ensure that all artwork to be committed to print, digital, signage, or broadcast medium is in alignment with overall brand objectives. Therefore, creative control rests with Titan in regards to finalised artwork. All finalised artwork must be presented/submitted via Titan. This includes press and radio advertising, TV broadcast, signage, digital media and printed media.
- 4.2** All finalised creative concepts shall be signed off by the client before production work is to commence. Final sign-off for all artwork/scripts, etc, is the responsibility of the client. Careful consideration must be given from the client's end as to the accuracy of the information, particularly in the case of products and pricing.

**5. COMMUNICATION**

- 5.1** Titan will maintain monthly communication or more often as required in the implementation of initial projects. Once the initial projects are complete, regular monthly meetings will continue and form part of an ongoing service agreement going forward.
- 5.2** Titan will submit Project Delivery Timelines where necessary. It is the client's responsibility to respond and deliver information / sign-offs where needed in accordance with these timelines to avoid project delays.
- 5.3** The client is to inform Titan of any business structure changes, working partnerships and/or changes within the business that will affect its marketing operations.
- 5.4** Titan will be responsible for overseeing third party suppliers in respect of marketing or design works on behalf of the client. This includes publication houses.

**6. QUOTES AND COSTING**

- 6.1** Upon request/agreement of brand and/or marketing projects, Titan will provide the client with a quote. In some cases, the estimated amount of work and/or time frame during which it is to be completed may change and so the project expands. Time worked beyond the original deadline, if it exceeds the total allowed for the project, is charged at Titan's hourly rate. In such circumstances, this is communicated and agreed by both parties prior to project expansion.

- 6.2** Quotes provided by Titan are valid for 30 days.

**7. STORAGE OF MATERIAL**

- 7.1** Titan will store artwork, reports, and other material in our possession at no cost to the client. Titan takes no responsibility for material lost as a result of computer failure, disaster, or error.

**8. DISBURSEMENTS**

- 8.1** Titan will provide the client with a quote for each requested project. However, unless specified, the quote may not include some incidental costs. Such disbursements include couriers, travel and accommodation expenses, petrol, and vehicle hire. Such costs will be passed onto the client.

**9. DELIVERY**

- 9.1** Whilst every endeavour is made to adhere to the scheduled timelines, there are sometimes mitigating factors that will inhibit Titan's ability to deliver projects on time. These may include the client being unavailable to provide information and/or approval, the scope of requirements expanding in a project, and unforeseen matters regarding third party suppliers.

**10. INVOICING/PAYMENTS**

- 10.1** With regard to scoped projects, Titan will require a deposit prior to work commencing. Progress payments must be paid by the Client consistent with delivery of project benchmarks and as stated in sales contract or order form.
- 10.2** In the case of goods purchased by Titan on behalf of the Client, Titan reserves the right to demand payment prior to shipping the goods.
- 10.3** Refund and Cancellation Policy: Other than as provided above, all payments are non-refundable as ample opportunity and choice is provided to the Client prior to acceptance of the contract or sales agreement. It is the responsibility of the Client to ensure Titan's products and services are suitable for the Client's purposes by assessing this via consultation with Titan's consultants. Titan's only obligation is the delivery of the products and services the Client has purchased. If the Client cancels its contract or sales agreement, Titan has the right to impose cancellation fees payable equal to the total contract value less any payments already made. Titan may, in its absolute discretion, agree to waive the cancellation fee however even if the cancellation fee is waived, the Client will still be obligated to pay Titan for all services provided up to and including the date of termination.

## 11. CANCELLATION

**11.1** The Client agrees that all Brand work including scoped projects cannot be canceled once the deposit is paid and work has commenced. If Titan agrees to cancellation, then the Client will be liable for all hours worked by all Titan staff involved in that project at Titan's standard hourly charge out rates\*.

**11.2** Monthly retainer works: the client must provide Titan with written notice 30 days prior to the end of the contract period, of their intention to cancel. If notice is not received the contract will continue on a month to month basis subject to 30 days' notice.

## 12. LIMITATION OF LIABILITY

**12.1** Titan accepts no responsibility for the sales or revenue outcomes of any branding work or marketing campaign undertaken. Titan's responsibility is creation and delivery of the works alone, and not any business that may result from that work. Titan will at all times provide the best advice and guidance possible to the Client based on experience.

**12.2** Notwithstanding anything contained herein the Client acknowledges that no representation, warranty or condition, express or implied, is given by Titan and its employees, agents or servants about the products and services or that the products and services provided comply with the rules, regulations, laws and legislation of the place where the Client is located and Titan and its employees, agents or servants will not be liable under any circumstance for any claims, losses or damages of any kind whatsoever (including but not limited to any indirect, special or consequential damage or injury to any person, corporation or other entity) by reason of or arising out of the products services not complying with such rules, regulations, laws and legislation or by reason of or arising out of any inaccuracy, error or omission for the products and services and any other information provided by or to Titan.

**12.3** Where the Australian Consumer Law and other laws imply conditions or warranties in certain contracts and also give parties to those contracts certain other rights against suppliers of services, to the extent that it is not lawful or possible to exclude them, then such conditions, warranties or other rights shall (but only to the extent required by law) apply to these terms and conditions and all other conditions, warranties or rights which might but for this provision be implied are hereby expressly excluded. Where the law implies any term or warranty into these Terms and Conditions which cannot be excluded, then the liability of Titan for any breach of such term will be limited to one of the following (as determined by Titan):

- supply of the products and services again; or
- payment of the cost of having the product and services supplied again.

## 13. INDEMNITIES

**13.1** The Client hereby indemnifies and holds harmless and shall continue to indemnify and hold harmless Titan against all liabilities, actions, demands, claims, suits, causes of action, proceedings, costs and expenses (including legal costs on a full indemnity basis) suffered or incurred by Titan by reason of, arising out of or referable to any breach or non performance by the Client of any provision of these Terms and Conditions and on the part of the Client to be observed and/or performed.

**13.2** The Client hereby releases and holds harmless Titan and its employees, agents or servants from and against any and all liabilities, actions, claims, suits, causes of action and demands whatsoever that the Client may now or in the future have against Titan and its employees, agents or servants arising out of or in connection with any products and services or any failure or non-availability of the service, except where that liability, action, claim, suit, cause of action and demand arises from Titan's deliberate breach of these Terms and Conditions, gross negligence or willful misconduct and this release may be pleaded as an absolute bar to any such claim against Titan and its employees, agents or servants.

## 14. GENERAL

**14.1** Titan may vary these Terms and Conditions at any time and will give notice to the Client of that variation and publish the varied Terms and Conditions on Titan's website.

**14.2** If any part of these Terms and Conditions are held invalid, illegal or unenforceable, that part shall be severed and the remainder will continue to be valid and enforceable. None of these Terms and Conditions will merge in or upon the execution of this or any other agreement, document, act, matter or thing and will continue to remain in full force and effect for so long as is necessary to give effect to these Terms and Conditions.

**14.3** These Terms and Conditions are governed by, construed and enforced in accordance with the laws of Western Australia and the user irrevocably submits to the jurisdiction of the courts of Perth, Western Australia and their respective courts of appeal in that regard.

**14.4** The Client may not assign these Terms and Conditions or any of its rights and obligations in whole or in part in these Terms and Conditions, whether by actual assignment or by operation of law without Titan's prior written consent.

**14.5** A provision of these Terms and Conditions may not be waived except in writing and signed by an authorised officer of Titan. No waiver or breach of any provision of these Terms and Conditions shall constitute a waiver or breach of any other provision.

**14.6** If these Terms and Conditions are inconsistent with any other previous document or agreement between the parties, these Terms and Conditions will prevail to the extent of the inconsistency.