Adgraphix order form

Contact person	Phone	
Company	Email	
Address	Order no	
	Quote no	
	Date req	

Job description must be filled out

Include quantity, size and any other special instructions or important considerations. All orders should be supplied with a hard copy.



All projects are produced on a 'Cash on Completion' basis unless prior credit has been approved.

I certify that the above customer information is true and correct. In accordance with the Privacy Act (1993) I authorise any person or company to give information as may be required in response to credit enquiries. I have read and understand the TERMS AND CONDITIONS OF TRADE of Adgraphix Ltd which form part of and are intended to be read in conjunction with this order form and agree to be bound by these conditions. Terms and Conditions are on Page 2 of this document.

	Signed			Date		
SITE SAFE (MEMBER)	PRINTNZ member	3M Select Gold	DECEN DECEN	adgraphix		

Adgraphix Limited - Large format digital printing, signage and display solutions. 32a Birmingham Drive, Middleton, Christchurch 8024, New Zealand.

Terms & Conditions of Trade

- 1.2
- Definitions "adgraphix" means Adgraphix Limited, its successors and assigns or any person acting on behalf of and with the authority of Adgraphix Limited. "Cilent" means the person/s requesting adgraphix to supply the Goods as specified in any 10. invoice, document or order, and if there more than one person requesting the Goods is a 10.1 reference to each person jointly and severally. "Goods" means all Goods (including signage, graphics, displays, systems billboards, 10.2 printing, advertisements, publications, documents, designs, drawings or materials) or Services supplied by adgraphic to the Client's request from time to time
- Services supplied by adgraphix to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other). 1.4
- me onter). "Copy" shall mean any manuscript, advertisement, general copy, graphics and other digital display material and/or content supplied by the Client for the supply of the Goods. "Price" means the price payable for the Goods as agreed between adgraphix and the Client in accordance with clause 4 of this contract. 1.5
- 1.6 "Prohibited Content" means any Copy that:
- (a) is, or could reasonably be considered to be, in breach of the Broadcast Act 1989; the
 - Fair Trading Act 1986; or any other applicable law or applicable industry code; or (b) contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
 - un devenve or omnerwise unitawitu; or (c) is, or could reasonably be considered to be, in breach of any person's Intellectual Property Rights.

Acceptance

- The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts
- 22
- severally, by these terms and conductors is use view processions of the set o 2.3

 Change in Control
 11.

 The Client shall give adgraphix not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax 112, number/s, or business practice). The Client shall be liable for any loss incurred by adgraphix as a setul of the Client's failure to comply with this clause.
 11.3
 3. 3.1

Price and Payment

- At adgraphix's sole discretion the Price shall be either
- xi adgrapmix S belo escretion the Price shall be either: (a) as indicated on any invoice provided by adgraphix to the Client; or (b) adgraphix's quoted price (subject to clause 5) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by adgraphix, which may be: 4.2
- (a) prior to Delivery; or (b)
- the date specified on any invoice or other form as being the date for payment; or failing any notice to the contrary, the date which is twenty (20) days following the end (c) of the month in which the invoice is dated. Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit 4.3
- card, or by any other method as agreed to between the Client and adgraphix. Unless otherwise stated the Price does not include GST. In addition to the Price the Client
- must pay to adgraphix an amount equal to any GST adgraphix must pay for any supply of goods by adgraphix under this or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price

Variations 5.1

- variations adgraphix reserves the right to change the Price if a variation to adgraphix's quotation is requested, including: (a) where quotations are based on specifications, roughs, layouts, samples or dummies 12
 - where quotations are based on specifications, roughs, layouts, samples or dumnies or printed, typewritten or other good copy, any extra work or cost caused by any variation by the Client of his original instructions or by the copy being, in adgraphix's opinion, poorly prepared, or by the Client's requirements being different from those originally submitted or described; all work carried out whether experimentally or otherwise at the Client's request; any tabulate work valifor foreign language included in the job but not contained in the copy originally submitted; any forts, or colour proofs, or artwork, specially bought at the Client's request for the Goods:
 - (b) (c)
 - 12.2 (d)
 - oods; ien style, type or layout is left to adgraphix's judgement, and the Client n (e)
 - further alterations to the copy; any change or correction to any film, bromides, artwork and/or any printing surface supplied by the Client, and deemed necessary by adgraphix to ensure correctly (f)

- Samples and Proof Reading adgraphix is under no obligation to provide samples of the Goods ordered other than by virtual (computerised) sample. Whilst every effort will be taken by adgraphix to match virtual colours with physical colours, adgraphix will take no responsibility for any variation between virtual samples and the supplied Goods. Should a physical sample be required, 12.3 this will be provided on request by the Client and will be charged for as an extra in 124 accordance with clause 5. Whilst every care is taken by adgraphix to carry out the instructions of the Client, it is the
- 6.2 Client's responsibility to undertake a final proof reading of the Goods adgraphix shall be 12.5 under no liability whatever for any errors not corrected by the Client in the final proof reading, and should the Client's alterations require additional proofs this shall be invoiced 12.6 as an extra in accordance with clause 5.

Delivery of the Goods

- Any time specified by adgraphix for delivery of the Goods is an estimate only and 13.1 adgraphix will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. Delivery of the Goods is taken to occur at the time that:
- 72 (a) the Client or the Client's nominated carrier takes possession of the Goods at
- (a) the Client or the Client's nominated carrier takes possession of the Goods at adgraphix's address; or 13.2 (b) adgraphix's address; or the Client's nominated carrier) delivers the Goods to the Client's nominated address even if the Client's on typesent at the address. At adgraphix's sole discretion, the cost of delivering the Goods is either included in, or is 13.3 in addition to, the Price. The Client must take delivery by receipt or collection of the Goods whenever they are 73
- 7.4 The onent must take derivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then adgraphix shall be entitled to charge a reasonable fee for redelivery and/or shrane.
- and/or storage. adgraphix may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. 7.5

- Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client 15 must insure the Goods on or before Delivery. 15. 8.2
- must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Colent, adgraphix is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by adgraphix is sufficient evidence of adgraphix'ss rights to receive the insurance proceeds without the need for any person dealing with adgraphix to make further enquities. If the Client requests adgraphix to leave Goods outside adgraphix'ss premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.

Client's Property and Materials Supplied by Client Where the Client supplies materials to adgraphix for the supply of the Goods:

- (a) adequate quantities shall be supplied to cover spoilage. Sheets and other materials shall not be counted or checked when received, unless requested by the Client in writing, and this shall be charged as an extra in accordance with clause 5.1; and adgraphix accepts no responsibility for imperfect work caused by defects in or (b) adgra
- suitability of such materials In the case of property, Copy and/or materials left with adgraphix without specific instructions, adgraphix shall be free to dispose of them at the end of twelve (12) months
- 9.2

after receiving them, and to accept and retain the proceeds, if any, to cover adgraphix's 16.2 own costs in holding and handling them 16.3

adgraphix will not accept the return of Goods for credit. Non-stocklist items or Goods made to the Client's specifications are under no circumstances acceptable for credit or return.

Warranty For Goods not manufactured by adgraphix, the warranty shall be the current warranty provided by the manufacturer of the Goods. adgraphix shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is

-vn-summer usualities Aut 1993 If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by adgraphix to the Client.

Intellectual Property Where adgraphix has designed, drawn or developed Goods for the Client, then the

copyright in any Goods shall remain the property of adgraphix, and the Client undertakes to acknowledge adgraphix's design or drawings in the event that images of the Goods are

Copying in the any docus state terminar the picper ty to adjugatitit, and the client differences to acknowledge adjraphix's design or drawings in the event that images of the Goods are utilised in advertising or marketing material by the Client. Drawings, Sketches, painting, photograph, designs or typesetting furnished by adgraphix, dummies, models or the like devices made or procured and manipulated by adgraphix, dummies, models or the like devices made or procured and manipulated by adgraphix, dummies, models or the like devices made or procured and manipulated by adgraphix, dummies, models or then like devices made or procured and manipulated by adgraphix, duranget advects, engravings, stencis, dise, plates or cylinders made from adgraphix or adgraphix on the speculative basis shall remain the property of adgraphix. They shall not be used for any purpose other than that nominated by adgraphix, and adgraphix and no ideas obtained there from may be used without the consent of adgraphix, and adgraphix shall be entitled to componation from the Client for any unauthorised used of such stetches and dummies. The Client warrants that all designs, specifications or instructions given to adgraphix with a specifications or instructions given to adgraphix and no tides or adjust adgraphix in respeci farging or trademark in the execution of the Client's order and the Client agrees to indemnify adgraphix adjust adgraphix may (at no cost) use for the purposes of marketing or entry into any competition, any Goods which adgraphix has created for the Client.

Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at adgraphix's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes adgraphix any money the Client shall indemnify adgraphix from and against all costs and disbursements incurred by adgraphix in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, adgraphix's collection agency costs, and bank dishonour fees). Without prejudice to any other remedies adgraphix may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions adgraphix may suspend or terminate the supply of Goods to the Client.

adgraphix will not be liable to the Client for any loss or damage the Client suffers because adgraphix has exercised its rights under this clause.

Without prejudice to adopthix's other remedies at law adgraphix shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts

owing to adgraphix shall, whether or not due for payment, become immediately payable if: (a) any money payable to adgraphix becomes overdue, or in adgraphix's opinion the

Client will be unable to make a payment when it falls due; (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or

Cancellation adgraphix may cancel any contract to which these terms and conditions apply or cancel supply of the Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice adgraphix shall repay to the Client any money paid by the Client for the Goods, adgraphix shall not be liable for any loss or damage whatsoever arising from such cancellation.

arising from such cancellation. In the event that the Client cancels the supply of the Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by adgraphix as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

vacy Act 1993 C lient authorises adgraphix or adgraphix'ss agent to: access, collect, retain and use any information about the Client; (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's credit/worthiness; or (ii) for the purpose of marketing products and services to the Client disclose information about the Client, whether collected by adgraphix from the Client directly or obtained by adgraphix from any other source, to any other credit provider or any credit reporting a credit or the purposes of providing or obtaining a credit

or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client. Where the Client is an individual the authorities under clause 22.1 are authorities or

consents for the purposes of the Privacy Act 1993. The Client shall have the right to request adgraphix for a copy of the information about the

Client retained by adgraphix and the right to request adgraphix to correct any incorrect

Subject to clause 15, adgraphix accepts no liability whatsoever for any defect, error or omission in any Goods approved by the Client, and will not be responsible for any costs or losses incurred by the Client by reason of any error in the Goods (including, but not

losses incurred by the Client by reason of any error in the Goods (including, but not limited to, offering any refund or credit). The Client agrees to indemnify adgraphix, their employees, agents and affiliates (and their employees and agents) against any action, claim, loss or expense arising from the Goods, or cancellation, or failure to deliver the Goods, and all costs, losses and expenses suffered or incurred by adgraphix, its employees, agents and affiliates (and their employees and agents) as a result of any breach by the Client of these conditions or any other agreement between the Client and adgraphix. The Client acknowledges that, due to the nature of digital display, technical difficulties to any arise which could prevent the supply of the Goods, and the Client, therefore, agrees to indemnify adgraphix against any costs or losses incurred by the Client as a result of this.

General The failure by adgraphix to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect adgraphix'ss right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, litegal or unenforceable the validity, existence, leguality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand. adgraphix shall be under no liability whatseever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffreed by the Client ansing out of a breach by adgraphix of these terms and conditions (alternatively adgraphix's liability shall be lemited to set off agaratis, or deduct from the Price). The Client shall not be entitled to set off aggraphix nor to withhold payment of any invoice because part of that invoice is in dispute.

because part of that invoice is in dispute. adgraphix may license or sub-contract all or any part of its rights and obligations without the Client's consent. The Client agrees that adgraphix may amend these terms and conditions at any time. If

adgraphix makes a change to these terms and conditions, then that change will take

effect from the date on which adgraphix notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for

Neither party shall be liable for any default due to any act of God, war, terrorism, strike

lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control

The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement

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appointed in respect of the Client or any asset of the Client.

enters into an arrangement with creditors, or makes an assignment for the benefit of

receiver, manager, liquidator (provisional or otherwise) or similar person is

given by the manufacturer of the Goods

Default and Consequences of Default

its creditors; or

acy Act 1993

information about the Client held by adgraphix.

Limitation of Liability and Indemnity

adgraphix to provide Goods to the Client.

creates binding and valid legal obligations on it.

24.7

24.8

of either party.

(a)

(c)

Cancellation

Consumer Guarantees Act 1993

19.5

20

20.1

- Copy The Client acknowledges that all Copy supplied to adgraphix is subject to the approval of adgraphix and may, regardless of prior approval, be rejected and removed by adgraphix. The Client varrants that all Copy supplied to adgraphix to be used for the supply of the al of 17. Goods shall
- (a) be true and correct in every particular; and (b) does not contain Prohibited Content; and
- (c) be non-religious by nature, and suitable for viewer of all ages; and 18.
 (d) not be, nor contain, anything that is defamatory of any person or is indecent or 18.1
- (e) only be, not change, and any regulations, codes of practice, guidelines and any standards applicable to the advertising industry and as determined by any relevant regulatory agency or industry self-regulatory body (including, but not limited to, the Fair Trading Act 1986, and the Advertising Code of Ethics and Advertising Standards Authority compositions). Trading 19. Authority 19.1 (ASA)); and
- does not infringe copyright, trademark or any other legal rights of another person (f) and/or entity; and does not contain anything which may give rise to any cause of action by a third 19.2 (a)
- does not contain anything which may give rise to any cause of action by a third 19.2 against adgraphic (including, but not limited to, material that may cause damage or injury to any person and/or entity); and is not false or misleading and is true in substance and in fact; and not contain nor constitute a statement that is misleading or deceptive or likely to deceive or to mislead or which is otherwise in breach of a provision of the Fair 19.3

deceive or to mislead or which is otherwise in breach of a provision of the Fair Trading Act 1986 or any other applicable legislation. The Client shall indemnity, and keep indemnified, adgraphix at all times against all actions, proceedings, claims, demands, liabilities, either express or implied, and all costs, losses, losses of profit, damages and expenses whatsoever which may be taken against adgraphix, or incurred or become payable by adgraphix, resulting or arising from the Client being in breach of clause 10.1 adgraphix resves the right to refuse to accept any Copy submitted by the Client that does not comply with clause 10.1. aken against ing from the 19.4

Title

- Title adgraphix and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid adgraphix all amounts owing to adgraphix; and (b) the Client has met all of its other obligations to adgraphix. Receipt by adgraphix of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further acreed that:
- payment until that form or payment has a community of the client in accordance with clause 11.1 that 20.2 the Client is only a ballee of the Goods and must return the Goods to adgraphix on the Client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only a ballee of the Goods to adgraphix on the client is only a ballee of the Goods and must return the Goods to adgraphix on the client is only addraphix on the client is only

 - The other to only a balled of the balled and induited in the boods to displaying on the request. the Client holds the benefit of the Client's insurance of the Goods on trust for adgraphix and must pay to adgraphix the proceeds of any insurance in the event of 20.3 the Goods being lost, damaged or destroyed. the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods then the Client must hold the charged of device the proceed of the Goods the Goods the Goods the charged of the Goods (c) proceeds of any such act on trust for adgraphix and must pay or deliver the proceeds 20.4 to adgraphix on demand.
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of adgraphix and must sell, dispose of or return the resulting product to adgraphix as it so directs.
 - (e) the Client irrevocably authorises adgraphix to enter any premises where adgraphix believes the Goods are kept and recover possession of the Goods. adgraphix may recover possession of any Goods in transit whether or not delivery (f)
 - occurred (g) the Client shall not charge or grant an encumbrance over the Goods nor grant no otherwise give away any interest in the Goods while they remain the property of
- rwise give away any rty of 21 adgraphia (h) aphix may commence proceedings to recover the Price of the Goods sold
- twithstanding that ownership of the Goods has not passed to the Clien
- Personal Property Securities Act 1999 ("PPSA") ting to these terms and conditions in writing the Client acknowledges and 21.2
- Upon asser terms and conditions constitute a security agreement for the purposes of the these term PPSA: and
- 21.3
- PPSA; and
 (b) a security interest is taken in all Goods previously supplied by adgraphix to the Client (if any) and all Goods that will be supplied in the future by adgraphix to the Client.
 The Client undertakes to:

 (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which adgraphix may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register.
 (b) indemnify, and upon demand reimburse, adgraphix for all expenses incurred in registering a financing statement or a change demand without the prior written consent of adgraphix, and

- written consent of adgraphix; and (d) immediately advise adgraphix of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived 22.2
- from such sales. adgraphix and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the 22.3 PPSA shall apply to these terms and conditions
- The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA. Unless otherwise agreed to in writing by adgraphix, the Client waives its right to receive a 23.
- verification statement in accordance with section 148 of the PPSA. The Client shall unconditionally ratify any actions taken by adgraphix under clauses 12.1 23.1 to 12.5.

- Security and Charge 23.2 In consideration of adgraphix agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The Client indemnifies adgraphix from and against all adgraphix's costs and 23.3 disbursements including legal costs on a solicitor and own client basis incurred in exercising adgraphix from der this cluse. The Client irrevocably appoints adgraphix and each director of adgraphix as the Client's true and lawful attorneyls to perform all necessary acts to give effect to the provisions of this clause 11.1 including, but not limited to, signing any document on the Client's behalf. 24.1

Client's Disclaime

Client's Disclaimer The Client hereby disclaims any right to rescind, or cancel any contract with adgraphix or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by adgraphix and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment. 24.2

 Defects
 24.3

 The Client shall inspect the Goods on Delivery and shall within three (3) days of such time (being of the essence) notify adgraphix of any alleged defect, error or omission, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford adgraphix an opportunity to inspect the Goods within a reasonable time following 24.4 such notification if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which a reased in writing that the 24.5 Client is entitled to reject, adgraphixss is liability is limited to either (at adgraphixs discretion relaction the Goods or constince the Goods.
 24.6 discretion) replacing the Goods or repairing the Goods

Returns

Please note that a larger print version of these terms and conditions is available from adgraphix on request.

- **16.** 16.1 Returns will only be accepted provided that: (a) the Client has complied with the provisions of clause 15.1; and
 - (b) adgraphix has agreed in writing to accept the return of the Goods; and the Goods are returned at the Client's cost within three (3) of Delivery; and

 - (d) adgraphix will not be liable for Goods which have not been stored or used in a prope . her: and
 - (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.