

1. orders

Placement of an order shall be deemed as acceptance of Anomaly's terms and Conditions. Orders are accepted for shipment and delivery subject to the purchaser's account being current and within its credit limit.

2. pricing

Products shall be sold at the quoted price or current price list in effect on the date of receipt of the order. All prices are subject to change without notice. Price quotations remain valid for 30 days after which time they will need to be renegotiated.

3. delivery and storage

The customer shall inspect the goods upon delivery and shall within 7 days from the delivery date give written notice to Anomaly of any matter or reason why the goods are not in accordance with the contract of sale. External damages or shortages at time of delivery must be noted on the carrier's delivery receipt and the driver must countersign the notation. Concealed damages must be reported in writing to Anomaly. Storage of finished goods will only be provided if goods are paid in full. Storage will be provided for up to one month after initial delivery date stated upon commencement of order. If delivery is delayed beyond one calendar month, then storage costs will be incurred, by the client, based on commercial storage rates.

4. returns & credit policy

No goods will be accepted for return without prior authorisation from Anomaly. Returned goods must be unsoiled and undamaged in anyway whatsoever. Before authorisation for return will be issued, full particulars must be provided to Anomaly in writing including item description, quantities, invoice number, and reason for return. All return claims must be made within 7 days of invoice date.

5. title & property of goods

The title to and property in the goods will not pass from Anomaly to the customer until the customer has paid the contract price in full (other than the costs of any independent courier) to Evostyle in accordance with these conditions. Until then, the customer must possess the goods as a trustee, and must not resell or transfer possession of the goods.

If the customer:

- a. Fails to pay the contract price in full when due;
- b. Pays for the goods by cheque (in whole or in part) and that cheque is not met on presentation;
- c. Commits any act of bankruptcy, becomes bankrupt, or is insolvent under administration, as defined in Section 9 of the Corporations Law; or
- d. Has a controller appointed, as defined in section 9 of the Corporations Law, in respect of any of the customer's property;

Anomaly may:

- i) Enter onto the premises where the goods are situated and
 - ii) Repossess the goods, notwithstanding that the goods may have been affixed to any structure by Evostyle or the customer, and if necessary for that purpose, may sever the goods from any structure to which they may have been affected.
- The Customer must also indemnify and keep Evostyle indemnified against, and pay to Evostyle, all expenses, losses and damages incurred or sustained by Anomaly as a result of, or in relation to Anomaly exercising its rights under:
- i) This clause;
 - ii) Under any other term, express or implied, of these conditions; or
 - iii) Otherwise at law or in equity, and any bank or other costs, charges or expenses incurred by Evostyle resulting from any customer's cheque not being met on presentation.

6. design & prototypes

Anomaly will not be responsible for the structural stability of any product that is not an Anomaly design. If a prototype has been specifically requested by the client and accepted by Anomaly, only one prototype will be produced. Any further modifications to the initial prototype will incur charges at an hourly rate of \$100.

7. photos and images

Anomaly reserves the right to photograph their work and use images for marketing purposes. Anomaly will credit the designer if the design is not the sole property of Anomaly.

8. branding and promotion

Anomaly reserves the right to state that they are the manufacturers of any product they manufacture. They also have the right to brand any of the items they manufacture with the Anomaly logo, unless otherwise agreed. Credit will be given to the designer if the design is not the sole property of Anomaly.

9. new account application

All new customers wishing to hold an account must complete an "Application for Business Credit Account" which requires full company details and three trade references. Until the account has been formally approved in writing from Anomaly, orders will be processed on COD (Cash on Delivery) basis.

10. intellectual property

The purchaser acknowledges that all intellectual property including designs, techniques, methods of manufacture, photographs, specifications, artwork, text, patented inventions and registered designs remain the property of Anomaly Australia Pty Ltd (Anomaly). The purchaser will not knowingly allow any intellectual property belonging to Anomaly to be reverse engineered, pirated or copied. Anomaly may be entitled to compensation for any loss of royalties, damages and/or costs arising from the pirating of Anomaly intellectual property.