

Online purchase agreement

1. Our contract

When you place an order via Small Pty Ltd's (Small Pty Ltd is referred to as 'us', 'we' or 'our') website, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between you and us will not be formed until we send you confirmation by e-mail that the goods which you ordered are available for download. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

2. Intellectual property

- (a) The specifications and design of the goods (being all intellectual property, including but not limited to, copyright, design right, trademarks or other intellectual property) remain our property.
- (b) You must not engage in any conduct (directly or indirectly) that may endanger our intellectual property rights.

3. Pricing and availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which we have advertised, we will correct the error as soon as possible.

4. Payment

We use payment options provided by Squarespace when paying for your digital/printable files. You agree to use the payment options provided by Squarespace when paying for the printable/digital files.

5. Delivery of goods

Your printable/digital files will be available to download once we have received payment. If you are unable to download your files please contact us as soon as possible.

6. Receipt of goods

- (a) You must inspect the goods immediately upon their delivery and if the goods are not in accordance with the specified requirements then you must give notice to us within 5 business days of receipt of the goods. If you fail to give such notice, the goods must be deemed to be in all respects in accordance with the specified requirements. No claim must be recognised unless made in writing and received by us within 5 business days after receipt of the goods by you.
- (b) This paragraph does not apply if the goods are subject to consumer guarantees imposed under the Australian Consumer Law — where consumer guarantees apply, refer to clause 7 below.

7. Refund policy

Please choose carefully. We do not normally give refunds if you change your mind or make the wrong decision.

8. Limitation on claims

- (a) We have no liability to the extent that a failure of the goods is attributable to any act or omission on your part.
- (b) We have no liability for any third parties engaged by you including architects, draftspersons and builders.
- (c) Our liability for failure to comply with a consumer guarantee is limited to:
 - (i) in the case of goods supplied by us, the replacement of the goods or the supply of equivalent goods (or the payment of the cost of the replacement or supply), or the repair of the goods (or the payment of the cost of the repair); and

- (ii) in the case of services supplied by us, the supply of the services again or the payment of the cost to the Customer of having the services supplied again.
- (d) Subject to the prior, no attempt is made to exclude or limit liability arising under the Australian Consumer Law to the extent that there is a statutory restriction on such exclusion or limitation.
- (e) In all other respects, our total liability for loss or damage of every kind, whether:
 - (i) arising pursuant to the terms of service; or
 - (ii) arising in any other way out of or in relation to the supply of the goods, their sale, delivery or the way they behave, and whether in tort or contract or in any other cause of action,is limited to an amount equivalent to the sum paid by you to us for the goods.

9. Warranty disclaimer

- (a) To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded.
- (b) The application of the United Nations Convention on Contracts for the International Sale of goods (the Vienna Convention) to this agreement (by virtue of any law relevant to this agreement) is excluded.

10. Indemnity

You undertake that you will indemnify us and keep us fully indemnified against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of any breach of your obligations or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

11. Title and risk

Title in the goods does not pass to you until payment has been received. Risk of loss or damage to the goods passes to you upon dispatch.

12. Waiver

Any waiver of any provision of the terms of service will be effective only if in writing and signed by us. Without limiting the foregoing, if you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

13. Entire agreement

The above terms of service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us.

14. Governing law

These terms of service are governed by the laws in force in Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

By ordering the goods you are agreeing to be bound by these terms and conditions.