

## TERMS AND CONDITIONS

The client engages Art Fetiche to provide works and Art Fetiche accepts that engagement on the following terms and conditions. These are available on our website and via email.

### PERFORMANCE AND DELIVERY

Art Fetiche shall provide work in accordance with the reasonable standard of skill, care and diligence generally exercised by the industry in New Zealand subject to any financial, physical, time or other constraints imposed by the client or reasonable resulting from the nature of the engagement.

### FEES AND PAYMENT

Payment in full is required 7 days following receipt of invoice.

A deposit equal to 30% of the quoted price may be due for payment prior to the commencement of work, unless alternative arrangements have been agreed upon by both parties in advance of services and goods manufacture.

Any changes or disputes to invoices must be raised with the Art Fetiche accounts department within 5 working days of invoice date for investigation and resolution. Currency amounts are all stated in New Zealand Dollars unless stated otherwise.

All goods manufactured are the property of Art Fetiche until payment is made in full.

Any monies not paid in full in accordance with the payment terms may be charged with interest at a rate of 15% per month or part month overdue, and Art Fetiche is, in addition, entitled to recover all debt collection costs and related legal expenses (on a solicitor-client basis). Art Fetiche is also entitled to repossess unpaid goods that are still the lawful property of Art Fetiche after sufficient attempts at money collection has been made and with their own discretion.

In the event any monies due are not paid in full, Art Fetiche reserves the right to immediately suspend any further work for the client. If work is suspended, Art Fetiche are not obliged to resume production until monies have been received in full and security for future work is assured. Art Fetiche will not be held liable for any costs or losses incurred to the client in relation to the suspension of work due to non-payment.

### HEALTH AND SAFETY

Art Fetiche conforms to all Worksafe NZ regulations pertaining to the Health & Safety at Work Act 2015.

The client shall notify Art Fetiche of any Health and Safety policies in place on work premises and Art Fetiche shall at all times comply with all reasonable Health and Safety requirements and safety related instructions provided by the client.

### INTELLECTUAL PROPERTY

All design concepts, artwork and developments remain the intellectual property of Art Fetiche until the completion of a sale with full payment received or unless stipulated different. All designs are subject to individual copyright as per the New Zealand commercial law. Any rights transferred to the client will exclude the essential work practices, tools and processes developed by Art Fetiche, which are reserved as the property of Art Fetiche.

Art Fetiche retains the right to reasonably display, promote and use design concepts, artwork, developments and final production images after the completion of a sale for company marketing, media, websites and benefit without advising the client for recognition of creative excellence.

The client warrants that it owns or is lawfully authorised to use any pre-existing intellectual property rights in material supplied by the client to Art Fetiche. And Art Fetiche is fully entitled to use those materials without restriction, for the purposes of the work agreement.

### INFORMATION USE (PRIVACY AND CONFIDENTIALITY)

Art Fetiche shall abide by the Privacy Act 1993 and shall take all practical steps to achieve privacy protection. The parties will take all reasonable steps to keep secure and private each other's data. The parties agree not to use confidential information relating to the work for any other purpose. Prior to manufacture and release, Art Fetiche will keep confidential the details of the work where instructed to do so by the client.

### INDEMNITY AND INSURANCE

The client undertakes to indemnify Art Fetiche against any loss, damage, liability or expense (including costs on a solicitor-client basis): Suffered or incurred as a result of any breach by the client of the agreement or in recovering monies due and; Arising out of a claim by a third party against Art Fetiche alleging that works (excluding original material) infringes any third-party intellectual property rights.

Art Fetiche holds professional indemnity insurance for an amount no less than that stipulated in the project details subject to the various terms, exclusions and limitations of that policy and Art Fetiche shall maintain this insurance (or equivalent) for a period of six years following the conclusion of the works.

### CONSUMER GUARANTEES

The Consumer Guarantees Act 1993, or equivalent legislation, may apply to works provided by Art Fetiche if the client acquires the works for personal, domestic or household use or consumption.

If the client is acquiring the works for business purposes, then the client's rights are subject to this agreement only and the Consumer Guarantees Act 1993 shall not apply.

### THIRD PARTY PROVIDERS

Art Fetiche may engage contractors, employees and/or third-party suppliers in order to complete the works required for a job