

Terms and Conditions for Commercial Use of Photographs

Acorn Photo Agency and the Trader agree to be bound by the following terms and conditions (subject to variations agreed to in writing by both parties):

1. TITLE, COPYRIGHT & USAGE OF IMAGES

No rights will be granted until timely payment is made.

It is acknowledged that the payment involved for the usage of images supplied by Acorn Photo Agency is for a specific use only (as stipulated on the invoice) and the images are copyright to either the photographer represented by Acorn Photo Agency or Acorn Photo Agency.

2. ORDERING PROCEDURE

The Trader shall order goods/services by written order.

Cancellation of Orders.

a) If the Trader wishes to cancel an order the Trader must advise Acorn Photo Agency promptly. Acorn Photo Agency may in its absolute discretion charge a cancellation fee. The cancellation fee is \$100.00 for orders under \$350.00 in value or 15% of invoice amount for goods over \$350.00 in value.

b) Where images have been specifically printed or processed for the Trader the order cannot be cancelled or altered.

3. PAYMENT

Terms for Approved Account Customers

Acorn Photo Agency's terms are nett 30 days.

The Trader acknowledges that the Trader shall be liable for the cost to Acorn Photo Agency of collecting or attempting to collect outstanding monies, including commissions paid to agents and legal fees. There will be a discount rate of 5% offered to Account Customers for payments made within 14 days from invoice date. No account shall be deemed to be paid unless paid by cash or unendorsed bank cheque, or if payments are by direct deposit, electronic funds transfer or cheques; where they are verified / confirmed by Acorn Photo Agency's bank.

Terms for Non-Account Customers

Unless the Trader has previously made an application for credit, which has been approved by Acorn Photo Agency, payment for goods and services must be forwarded in cash or by unendorsed bank cheque either with the Traders order or prior to collection of the goods or services.

In the event that the Trader is the trustee of a Trust the Trader warrants that it has the right to reimbursement from the assets of the Trader.

4. PRICING STRUCTURE

Unless otherwise agreed in writing all charges will be as per the Acorn Photo Agency Standard Rate Schedule.

Quoted prices shall be valid for thirty days only, unless otherwise agreed in writing.

5. RISK

The risk in the goods shall pass to the Trader upon delivery to the Trader or to any carrier or agent acting on the Trader's behalf. For the purpose of this provision, when Acorn Photo Agency has agreed to deliver the goods to the premises of the Trader, it's carrier or agent, as the case may be, delivery shall be deemed to have been effected upon the entry of the carrier onto such premises and thereafter the goods shall be at the Trader's risk.

The Trader will assume full liability for their employees, agents, assigns, messengers, freelance researchers or printers for any loss, damage or misuse of the goods from the time they are first delivered until they are returned to Acorn Photo Agency.

The Trader must notify Acorn Photo Agency in writing if the goods are defective in whole or in part.

- (a) within 7 days after the date of delivery (in which respect time shall be of the essence); and
- (b) prior to the goods being further handled in any way.

6. LIMITATION OF LIABILITY

Where Acorn Photo Agency is in breach of any term, warranty or condition, whether contained in these terms and conditions or implied by statute, law or otherwise and which has not been excluded from these Terms and Conditions, the Trader acknowledges and agrees that Acorn Photo Agency's liability for damages shall be limited to whichever of the following Acorn Photo Agency and the Trader agree upon.

- a) the replacement of the goods;
- b) the repair of the goods;
- c) the payment of the cost of replacing the goods or acquiring equivalent goods; or
- d) the payment for the repair of the goods.

Notwithstanding, to the extent lawfully permitted, Acorn Photo Agency's liability is further limited to a sum not exceeding the invoice price of the goods, and the Trader acknowledges that all goods and services are supplied on this basis.

The Trader hereby acknowledges having read and understood the Terms and Conditions contained herein and acknowledges and agrees that the general conditions shall apply to each and every purchase of goods and/or services made by the Trader from Acorn Photo Agency.