

# Marketing Works – Terms & Conditions of Trade

1.	<b>Definitions</b>		
1.1	"Agent" means Marketing Works Limited T/A Marketing Works, its successors and assigns or any person acting on behalf of and with the authority of Marketing Works Limited T/A Marketing Works.	2.8	without the need for any person dealing with the Agent to make further enquiries.
1.2	"Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting the Agent to provide the Services as specified in any proposal, quotation, order, invoice or other communication.	2.8	If the Client requests the Agent to leave Goods outside the Agent's premises for collection or to deliver Goods to an unattended location then such Goods shall be at the Client's sole risk.
(a)	if there is more than one Client, is a reference to each Client jointly and severally, and	13.1	Any recommendations made by the Agent in terms of marketing plans, shall be appropriate for the Client's business and to all intent and purpose, shall not contravene any legislation, including, but not limited to containing prohibited content, the Unsolicited Electronic Messages Act 2007 (Anti-SPAM), or the Broadcasting Act 1989). However, the Agent shall not be held liable for any costs, damages arising from or in connection with the Client's use of the Agent's recommended guidelines and subsequently is found to be in breach of any legislative requirements.
(b)	if the Client is a part of a trust, shall be bound in their capacity as a trustee; and	13.2	It shall be the Client's responsibility to provide any information or instructions to the Agent in writing. Where the Client fails to comply with this clause, the Agent shall not be held liable for any delays, loss, costs or damages that may arise as a result to such delays.
(c)	and includes the Client's executors, administrators, successors and permitted assigns.	13.3	The Agent shall be under no liability whatsoever to the Client for any variation (beyond the reasonable control of the Agent) in colours between the approved prototype and the finished Goods.
1.3	"Goods" means all Goods or Services supplied by the Agent to the Client at the time of the order (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	(a)	When quotations are based on specifications, roughs, layouts, samples or dummies or printed, typewritten or other good copy, any work of the Client or subcontractor by the Client or the Client's original instructions or by the manuscript copy being, in the Agent's opinion, poorly prepared or by the Client's requirements being different from those originally submitted or described, then the cost of any variations may be charged to the Client and shown as extras on the invoice.
1.4	"Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between the Agent and the Client in accordance with clause 6 below.	(b)	Unless otherwise agreed, the Client shall bear the cost of fonts, or colour proofs, or artwork, specially bought at its request for the Agent.
2.	<b>Acceptance</b>	(c)	Where the performance of any contract with the Client requires the Agent to obtain Goods or Services from a third party, the contract between the Agent and the Client shall incorporate and shall be subject to the conditions of supply of such Goods and Services to the Agent and the Client for the cost in full including the Agent's margin of such Goods or Services.
2.1	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 the Goods or Services in writing.	(d)	Whilst every care is taken by the Agent to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof review of the work or subcontractor work under no liability whatsoever for any errors not corrected by the Client in the final proof reading. Should the Client's alterations require additional proofs this shall be invoiced as an extra.
2.2	These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Client and the Agent.	(e)	Where the Client supplies materials, 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. An additional charge may be made by the Agent in respect of any materials or equipment are supplied by the Client for the provision of Services the Agent shall accept no liability for imperfect work caused by defects in, or the unsuitability of, such materials or equipment.
2.3	None of the Agent's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Agent in writing nor is the Agent bound by such representations, statements, conditions or agreements.	(f)	Any change or correction to any digital files, film, artwork and/or any printing surface supplied by the Client is deemed necessary by the Agent to ensure correctly finished work shall be invoiced as an extra.
2.4	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 26 of the Contract and Commercial Law Act 2017 or any other applicable provision of that Act or any Regulations referred to in that Act.	(g)	Where the Client believes that the Agent has damaged the vehicle during the installation/application process of the Goods, the Client shall within twenty-four (24) hours of delivery (time being of the essence) notify the Agent of any alleged defect or damage. The Client shall provide a written report to the Agent to inspect the vehicle within a reasonable time following delivery. If the Client fails to comply with clause 8.18, the vehicle shall be presumed to be free from any defect or damage.
2.5	Once accepted by the Client, the Agent's written quotation shall be deemed to interpret correctly the Client's instructions, whether written or verbal. Where verbal instructions only are received from the Client, the Agent shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.	(h)	The Client acknowledges that it is the Client's responsibility to remove all personal/valuable items from the vehicle prior to the Agent carrying out their Services. The Agent shall not be liable in the event of any apparent loss or damage to personal/valuable items left in the vehicle.
2.6	<b>Errors and Omissions</b>	(i)	The Client acknowledges and accepts that the Goods supplied by the Agent may experience shrinkage or may move after installation/application, which is considered normal practice for the types of Goods and is not covered by the Agent as a defect or under warranty. The Agent shall not be liable for any loss or damage in this event, where circumstances are beyond the control of the Agent.
3.	The Client acknowledges and accepts that the Agent shall, without prejudice, accept no liability in respect of any alleged or actual errors and omissions resulting from an inadvertent mistake made by the Agent in the formation and/or administration of this contract; and/or	(j)	The Client accepts that in the event that the vehicle is stored for any period of time at the Client's premises that it is done so at the Client's own risk and it shall be the Client's responsibility to ensure their vehicle and its contents are insured adequately or at all.
3.1	contained in any literature, hard copy and/or electronic copy supplied by the Agent and/or	(k)	The Client acknowledges that the Agent can only provide its Services on the basis of the information supplied to the Agent. The Agent shall not accept any responsibility for the workmanship of any third party that has worked on a Client's vehicle prior to Services being undertaken by the Agent (including, but not limited to, poor painting or repair work).
3.2	In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of the Agent, the Client shall not be entitled to claim or sue, or to render it invalid.	(l)	The Client shall inform the Agent of any potential delays that may affect the approval of Services and/or amendments to be communicated in a timely manner, including, but not limited to the following:
3.3	<b>Authorized Representatives</b>	(m)	<b>Design Concepts and Projects</b>
4.1	Unless otherwise limited as per clause 4.2 the Client agrees that they should introduce any third party to the Agent as the Agent's authorised representative, once introduced that person shall have the full authority of the Client to order any Goods or Services on the Client's behalf and/or to request any variation to the Services on the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies the Agent in writing that said person is no longer the Client's duly authorised representative).	(n)	The Agent shall provide initial concepts as stated in the proposal for the Client's consideration. Additional concepts if requested by the Client should be charged accordingly by the Agent.
4.2	In the event that the Client's duly authorised representative as per clause 4.1 is to have any limited authority to act on the Client's behalf then the Client must specifically advise the Agent in writing of the parameters of the limited authority granted to their representative.	(o)	All work carried out by the Client or otherwise at the Client's request will be charged to the Client.
4.3	The Client specifically acknowledges and accepts that they will be solely liable to the Agent for all additional costs incurred by the Agent (including the Agent's profit margin) in providing any Goods, Services or variations requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 4.1).	(p)	When style, type or layout is left to the Agent's judgement and then the Client makes further alterations to the copy this will be invoiced as an extra.
5.	<b>Change in Control</b>	(q)	The Client acknowledges that any artwork provided by the Agent may not be to scale. In addition, whilst the Agent will endeavour to provide an accurate representation of any artwork, the Client acknowledges that the Agent is not responsible for any and/or photographic views and the physical artwork when viewed in an electronic form.
5.1	The Client shall give the Agent 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 numbers, change of trustees or business practice). The Client shall be liable for any loss incurred by the Agent as a result of the Client's failure to comply with this clause.	(r)	<b>Client's Property and Materials:</b>
6.	<b>Price</b>	(a)	Graphics files (e.g. vector) in an editable, vector digital format and photographs in a high resolution digital format, if the Client chooses to purchase stock photographs, the Agent can suggest stock libraries.
6.1	At the Agent's sole discretion the Price shall be either:	(b)	The Client's stock of property and materials left with the Agent without specific instructions, the Agent shall be free to dispose of them at the end of six (6) months after their receiving them and to accept and retain the proceeds, if any, to cover their own costs in holding and handling them.
6.2	as indicated on any invoice provided by the Agent to the Client; or	(c)	The Client accepts that the Agent shall only retain the Client's files and materials for the purposes of providing the Services.
6.3	the Agent's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	(d)	Any change or correction to any digital files, film, artwork and/or printing surface supplied by the Client which is deemed necessary by the Agent to ensure correctly finished work shall be invoiced as an extra.
6.4	The Agent reserves the right to change the Price if a variation to the Agent's quotation is requested. Any variation from the plan of schedule of work (including clearly defined and not limited to any variation as a result of additional services required due to unforeseen circumstances such as availability of specialised papers, prerequisite work by any third party not being completed, poor weather conditions, limitations to accessing the site, site conditions being unfavourable, change in scope of Services required, the number and scope of amendments requested, delays or non-approval in obtaining council or local authority permits, or as a result of any increase to the Client's order or as a result of the cost of 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 seven (7) days following the date of any invoice given to the Client by the Agent.	(e)	<b>Access</b>
6.5	Payment may be made by cash, electronic-in-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed between the Client and the Agent.	(f)	The Client shall ensure that the Agent has clear and free access to the installation site (or vehicle) at all times to enable the Agent to undertake the Services. The Agent shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) caused by the negligence of the Agent.
6.6	The Client shall be responsible for the delivery of the Goods to the Agent, any sums owed or claimed to be owed by the Client to the Agent nor to withhold payment of any invoice because part of that invoice is in dispute.	(g)	<b>Compliance with Law</b>
6.7	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Agent an amount equal to any GST the Agent must pay for any supply by the Agent under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction of any input tax credits, 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.	(h)	The Client and the Agent shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
7.	<b>Delivery of Goods</b>	(i)	The Client shall obtain at the expense of the Client all licenses and approvals that may be required for the Services.
7.1	Delivery ("Delivery") of the Goods is taken to occur at the time that the Client or the Client's nominated carrier takes possession of the Goods at the Agent's address, or	(j)	The Agent has not and will not at any time assume any obligation as the Client's agent or otherwise which may be imposed upon the Client under the "HSW Act" arising out of the engagement. The parties agree that for the purposes of the HSW Act, the Agent shall not be the person who controls the place of work in terms of the HSW Act.
7.2	the Client or the Client's nominated carrier delivers the Goods to the Client's nominated address even if the Client is not present at the address.	(k)	The Client shall provide the Agent with data in the following formats: text; files shall be in an electronic format as standard text (.txt) or Word (.doc) on a USB, CD-ROM or via email.
7.3	At the Agent's sole discretion the cost of Delivery is in addition to the Price.	(l)	The Client shall ensure that the Agent has clear and free access to the installation site (or vehicle) at all times to enable the Agent to undertake the Services. The Agent shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) caused by the negligence of the Agent.
7.4	The Agent 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.	(m)	<b>Intellectual Property and Confidentiality</b>
7.5	Any time spent by the Agent in the delivery of the Goods is an estimate only and the Agent will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However, both parties agree that they shall make every endeavour to arrange the Goods to be delivered at the time and place as was arranged between both parties. In the event that the Agent is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then the Agent shall be entitled to charge a reasonable fee for redelivery and/or storage.	(n)	For the sake of clarity "Intellectual Property Rights" or "IPR" shall include but not be limited to: copyrights, industrial design rights, trade mark rights and rights on other commercial signs, statutory trade secret protection and any similar intellectual property rights, including applications for the same and as such anything that is deemed to be IPR. The Agent remains the exclusive owner of the intellectual property of the Agent, and shall not be used for any purpose other than that nominated by the Agent, unless otherwise agreed upon in writing.
7.6	The Client shall take responsibility for the bulk volume Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that: such discrepancy in quantity shall not exceed two percent (2%); and the Price shall be adjusted pro rata to the discrepancy.	(o)	Unless the Agent gives the Client prior written consent the advice given by the Agent to the Client shall not be relied upon by any other party other than the Client. The Agent is not responsible to any other party other than the Client, who is provided with or obtains a copy of the Agent's advice. The Agent's advice may, on occasion, be given to the Client in draft form for the Client's review only. Accordingly, the Agent shall not be responsible if the Client or any other party relies on the advice or chooses to act, or refrains from acting, on the basis of any draft advice or oral communications or advice.
8.	<b>Risk</b>	(p)	The Client acknowledges that the signed copy of the Agent's final invoice is the definitive version.
8.1	Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. The Client shall be responsible for the loss of or damage to the Goods or to ownership passing to the Client, the Agent is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Agent is sufficient evidence of the Agent's rights to receive the insurance proceeds	(q)	For the purposes of clause 20.1, where the Agent has designed, drawn or developed Services for the Client, the Agent retains full intellectual property ownership of the native/working files with ownership of the intellectual property of the final deliverables being transferable and is conditional upon the Client fulfilling their obligations under this agreement (including, but not limited to, the full payment of the Price inclusive of and any charges pertaining to IPR ownership where applicable).
8.2	The Client shall be deemed to accept the risk that another party makes a claim, should be registered by the Client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. The Agent shall not be held responsible for any claims or damages resulting from the use of the Services or the Client hereby authorises the Agent to utilise images of the Services created by the Agent in advertising, marketing, or competitions.	(r)	The Client is to be a sole owner of the Goods and must return the Goods to the Agent on the basis that the Client must return the Goods on trust for the Agent and must pay to the Agent the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
8.3	The Client shall permit the Agent to place a small credit on the design, printed material, exhibition displays, advertisement and/or link to the Agent's website, which shall usually be in the form of a small logo or line of text placed in a discrete position such as the bottom right hand corner of the page.	(s)	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 proceeds of any such act on trust for the Agent and must pay or deliver the proceeds to the Agent on demand.
8.4	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright infringement, directly or indirectly arising out of the brief, Client's instructions, design workmanship, material, construction, or use of the Services or any other deficiency therein. Where the Client provides content or information to the Agent, the Client warrants that: the Client has ownership or absolute rights to use any intellectual property and/or proprietary material in such content; and such content does not breach any patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(t)	The Client shall not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the relevant intellectual property rights and will be supplied in the future by the Agent to the Client.
8.5	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(u)	The Client irrevocably authorises the Agent to enter any premises where the Client's Goods are kept and recover possession of the Goods.
8.6	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(v)	The Agent may recover possession of any Goods in transit whether or not delivery has occurred.
8.7	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(w)	The Client shall not charge, grant an encumbrance over the Goods or grant nor otherwise give away any interest in the Goods while they remain the property of the Agent.
8.8	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(x)	The Agent may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not yet transferred to the Client.
8.9	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(y)	<b>Personal Property Securities Act 1999 ("PPSA")</b>
8.10	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(z)	Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
8.11	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(aa)	The Client and the Agent agree that the Client's agreement for the purposes of the PPSA and a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Client to the Agent for Services – that are provided to the Client and that will be supplied in the future by the Agent to the Client.
8.12	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ab)	The Client undertakes to: sign any further documents and/or provide any further information (including normal business, accurate and up-to-date in all respects) which the Agent may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register.
8.13	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ac)	incurred, and upon demand reimburse, the Agent for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
8.14	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ad)	not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or collateral (account) in favour of a third party without the prior written consent of the Agent;
8.15	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ae)	immediately advise the Agent of any material change in its business practice (as defined in section 14(1) of the PPSA) which may result in a change in the nature of proceeds derived from such sales;
8.16	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(af)	The Agent and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
8.17	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ag)	The Client irrevocably appoints the Agent and each director of the Agent as the Client's true and lawful attorneys to perform all practices or procedures that the Client is responsible for under clause 15 including, but not limited to, signing any document on the Client's behalf.
8.18	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ah)	<b>Defects</b>
8.19	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ai)	The Client shall inspect the Goods on delivery and shall within twenty (20) days of delivery (time being of the essence) notify the Agent of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Agent an opportunity to inspect the Goods within a reasonable time after the Client has notified the Agent of the defect or failure 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 the Agent has agreed in writing that the Client is entitled to reject or replace, the Client shall not be liable for the cost of the Goods (including the cost of the Goods being replaced) replacing the Goods or repairing the Goods.
8.20	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(aj)	The Client has agreed in writing to accept the return of the Goods; and
8.21	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ak)	the Goods are returned at the Client's cost within five (5) days of the delivery date; and
8.22	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(al)	the Client will not be liable for Goods which have not been stored or used as a spare part; and
8.23	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(am)	the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in the new condition as reasonably possible in the circumstances.
8.24	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(an)	Goods printed or reproduced under Client specification or non-catalogue items are under no circumstances acceptable for credit or return. Cancellation of orders for printed or special or non-catalogue items will definitely not be accepted, unless these orders are in accordance with the terms of the order.
8.25	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ao)	<b>Warranty</b>
8.26	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ap)	For Goods not manufactured by the Agent, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Agent shall not be responsible for the condition, representation or warranty other than that which is given by the manufacturer of the Goods.
8.27	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(aq)	<b>Consumer Guarantees Act 1993</b>
8.28	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ar)	If the Client is acquiring Goods for the purposes of a trade or business, the Consumer Guarantees Act 1993 does not apply to the supply of Goods by the Agent to the Client.
8.29	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(as)	Any advice that the Agent gives to the Client, its employees or agents is for the Client's exclusive use and must be used only for the purpose described in the proposal.
8.30	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(at)	Unless the Agent gives the Client prior written consent the advice given by the Agent to the Client shall not be relied upon by any other party other than the Client. The Agent is not responsible to any other party other than the Client, who is provided with or obtains a copy of the Agent's advice. The Agent's advice may, on occasion, be given to the Client in draft form for the Client's review only. Accordingly, the Agent shall not be responsible if the Client or any other party relies on the advice or chooses to act, or refrains from acting, on the basis of any draft advice or oral communications or advice.
8.31	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(au)	The Client acknowledges that the signed copy of the Agent's final invoice is the definitive version.
8.32	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(av)	For the sake of clarity "Intellectual Property Rights" or "IPR" shall include but not be limited to: copyrights, industrial design rights, trade mark rights and rights on other commercial signs, statutory trade secret protection and any similar intellectual property rights, including applications for the same and as such anything that is deemed to be IPR. The Agent remains the exclusive owner of the intellectual property of the Agent, and shall not be used for any purpose other than that nominated by the Agent, unless otherwise agreed upon in writing.
8.33	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(aw)	Unless the Agent gives the Client prior written consent the advice given by the Agent to the Client shall not be relied upon by any other party other than the Client. The Agent is not responsible to any other party other than the Client, who is provided with or obtains a copy of the Agent's advice. The Agent's advice may, on occasion, be given to the Client in draft form for the Client's review only. Accordingly, the Agent shall not be responsible if the Client or any other party relies on the advice or chooses to act, or refrains from acting, on the basis of any draft advice or oral communications or advice.
8.34	The Client shall indemnify the Agent against any claims by third parties for and content or information supplied including, but not limited to, patent, trademark, design or copyright, and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent.	(ax)	The Client acknowledges that the signed copy of the Agent's final invoice is the definitive version.
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