

It is a requirement by Future Solutions Media that all contract documents be signed and forwarded back to Future Solutions Media prior to any works commencing.

The authorised works are the works contained within the contract document or quote and any alterations will be required to be in writing and duly signed by both the client and a representative of Future Solutions Media.

Clients are required to supply their appropriate purchase order number prior to the task proceeding.

### **Non Warranty of Works**

Works that are completed based upon a written scoping and signed off (contract) will be the only works warranted. Non written tasks performed by Future Solutions (where only verbal instructions are given or no signing of a contract has been undertaken) will not be warranted under any circumstances.

It shall be noted for this purpose that any quotations emailed but not signed by both parties are deemed rough quotes and are not accepted as final or binding by Future Solutions Media. A formal contract of works will be forwarded once agreement of the tasks is completed.

### **Limited Warranty**

To the maximum extent permitted by law Future Solutions Media disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the software/task performed, and the provision of or failure to provide support services. Future Solutions Media does not warrant that the software/tasks performed will be uninterrupted or error free. It is expected that all clients check the work produced to ensure it's correctness prior to final payment. Final payment is general acknowledgement of the clients acceptance of completion of all tasks.

### **Limitations of Remedies and Liability**

To the maximum extent permitted by applicable law, in no event shall Future Solutions Media be liable for any special, incidental, indirect, consequential or other damages whatsoever including, without limitation, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss arising out of the use of or inability to use the software product or works or the provision of or failure to provide support services, even if Future Solutions Media has been advised of the possibility of such damages. In any case, Future Solutions Media's entire liability under any provision of the EULA/Trading Terms shall be limited to AU \$50.

## **Fees for Works**

For all works a deposit of 50% of the total quoted fees must be paid prior to works commencing else the task (contract) and progress payments be made promptly else the contract may be cancelled by Future Solutions Media irrespective of any signed contracts. The final payment is due and payable within 7 days of the master CD or supply of file/s. However in the case of any website or product being delivered or uploaded via the internet this requires payment in full prior to this occurring.

Future Solutions Media will not be held liable for components of works that are technically or functionally too difficult for the quoted costs of the works (as deemed by Future Solutions Media after starting such job).

If works exceed the allocation of hours/costs (as defined by Future Solutions Media) then all works will cease until the client authorizes the additional hours and a new hourly rate will then be charged. All costs to that date will be due and payable prior to proceeding with any additional works.

It should be noted that Future Solutions Media only sells to its clients the end result (not working film or code), all intellectual properties such as the coding, program, engine/components that build any of the end working files always remain the property of Future Solutions Media or its respective owners.

For all minor works our general trading terms are 7 days from the date of invoice.

Overdue penalties will be applied to late accounts.

E & O. All quoted costs are valid for 30 days only without adjustment to the quotation unless otherwise agreed by Future Solutions Media.