



Virtual bakery (include virtual tour of showroom with floor plan/animation)	\$750
---	-------

Notes:

- All prices quoted above are inclusive of GST
- Delivery time depends on detail complexity and will be advised progressively in each meeting session. However in general, the website could be finished within 4-6 weeks.
- Terms and conditions attached
- "Virtual bakery" and icons that goes with each product details can not be modified automatically like products detail, to make or add changes after website is finished will incur costs of \$75/hr rate and quotation will be provided per case
- To add any 3D object modeling is \$450/product per visit, \$300 each for 2 products/visit, \$250 each for 3 products and more per visit
- 10% initial deposit to be made payable to Dayspring Media to commence work and progressive payments of 20% each week until completion.

**We wish to proceed with above system, agreeing to the Dayspring Media terms & conditions of this confirmation**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

## DEFINITIONS

The following words have the following significance within the Terms and Conditions:

"Dayspring Media" refers to Dayspring Intercraft Pty Ltd ABN 13 087 804 288.

"Client" is the person, persons or company for whom the quote is prepared for.

"Contract" is the signed agreement between Dayspring Media and the client as per the quote and inclusive of the Terms & Conditions.

"Quote" is the written estimation for the work the client proposes Dayspring Media to undertake.

"Work" refers to all tangible and intangible services undertaken by Dayspring Media for the client as outlined in the Contract. It includes but not limited to consulting, development, implementation, maintenance, hosting and training.

"Phase" or "Stage" means the estimated period of time to complete a section of the work.

"In writing" includes traditional letter, facsimile and email.

"Proposal" is the quote, other proposals and any attachments.

### 1. PAYMENT TERMS

- a) The Client will pay 10% of the total Quote on the appointment of Dayspring Media. The balance of monies will be paid by the Client progressively as agreed by both parties until completion of Work.
- b) The Client will pay all invoices within 14 days of the date of the invoice.
- c) A license to use the completed system will not be granted until full payment is received.
- d) Should the Client default in payment of any monies under this agreement then all monies due to Dayspring Media will immediately become due and payable, and will be paid by the Client within seven (7) days of the date of demand and Dayspring Media will be entitled to charge interest at the rate of 15% per annum on all overdue accounts from the due date until the date of actual payment.
- e) Any expenses, costs or disbursements incurred by Dayspring Media in recovering any outstanding monies, including debt collection agency fees and solicitors costs, will be paid by the Client.
- f) If you do not have an internet account with Dayspring Media web hosting will be free for the first six months from the date the site is released and thereafter the annual fee will be \$135, or such fee that Dayspring Media charges from time to time.

### 2. MATERIAL SUPPLIED BY THE CLIENT

- a) All information supplied by the Client to Dayspring Media will be kept confidential.
- b) The Client warrants that all information supplied is the property of the Client.
- c) If the information is supplied in electronic form, the Client warrants that it is free of any computer viruses. The Client indemnifies Dayspring Media from any loss or damage arising as a result of any breach of this warranty by the Client.
- d) The Client warrants that the information supplied to Dayspring Media does not breach laws of copyright or any other laws.
- e) All property of the Client given to Dayspring Media should be adequately insured by the Client.

### 3. INDEMNITY

The Client indemnifies Dayspring Media against all liability or costs upon the lodging of material with Dayspring Media for publication, or authorizing or approving any publication of material by Dayspring Media.

### 4. ERRORS

Despite diligent care taken by Dayspring Media, Dayspring Media is not liable for errors in the material supplied by the Client nor internet Access Provider errors and as such delays in the Work due to these factors are not the responsibility of Dayspring Media.

### 5. LIMITATION OF LIABILITY

- a) Dayspring Media's liability in relation to any breach of the Contract is restricted to the replacement or repair of goods or the supply of services again, or payment of the cost of having the goods replaced or repaired or having the supply of services again.
- b) The liability of Dayspring Media to the client is limited to the amount of fees received by Dayspring Media under the terms of the contract

### 6. GST

Fees for Work done is subject to GST that the Client must pay. Dayspring Media will comply with its obligations under Part VB of the trade Practices Act 1974 (Cth).

### 7. VALIDITY OF QUOTE

The Quote is valid for acceptance for a period of 30 days from the date of the Quote unless otherwise withdrawn in writing by Dayspring Media.

8. TRANSPORT OF MATERIAL

All information supplied by the Client to Dayspring Media will be delivered to Dayspring Media and all completed work will be picked up from Dayspring Media.

9. TIME FRAME OF COMPLETION

- a) Dayspring Media will complete the work in a reasonable time frame but will not be obliged to complete the work by any particular date unless agreed in writing.
- b) Any delay in the completion of work caused by events outside of Dayspring Media's control will be added to the estimated time of completion as stated in the Quote.

10. SETTING OFF OF ACCOUNTS

The Client may not set off any account of Dayspring Media against any accounts of the Client.

11. CANCELLATION BY CLIENT

The Client may request to Dayspring Media to cease work on the project by giving 48 hours notice in writing provided that the Client will remain liable to Dayspring Media to pay for all work carried out by Dayspring Media up to the point of cancellation.

12. CANCELLATION BY DAYSPRING MEDIA

Dayspring Media may terminate this Contract in writing to the Client in the event that the Client breaches this Contract.

13. AUTHORISED SIGNATORY GUARANTEE

The signatory to this Contract warrants to Dayspring Media that he or she is authorized to enter into the Contract on behalf of the Client.

14. USE OF PROJECT FOR PROMOTION

Dayspring Media is free to use examples of the Client's Work for use in Dayspring Media's promotional purposes.

15. ACCEPTANCE AND ENTIRE AGREEMENT

The Quote does not constitute a Contract with Dayspring Media until it is accepted by the Client in writing where marked on these Terms and Conditions.

16. ALTERATIONS TO REQUIREMENTS

- a) Any alterations to the project must be in writing by the Client and accepted in writing by Dayspring Media, otherwise Dayspring Media is not obliged to comply with alterations.
- b) Any alterations referred to in 16(a) will be specific to the work outlined in the Quote and will be charged at Dayspring Media's hourly rate.

17. INDEPENDENT CONTRACTOR

Dayspring Media is an independent contractor in the performance of its obligations.

18. COMMUNICATIONS

Any notice to be given by either party to the other may be given by post, facsimile or email and are deemed to have been received at the time that it would have arrived in the ordinary course of the relevant type of transmission.

19. ARBITRATION AND JURISDICTION

Any dispute arising will first be referred to arbitration. This Contract will be construed and enforced pursuant to laws applicable in the State of New South Wales Australia.

The Client appoints Dayspring Media to undertake the Work outlined in the Quote and Dayspring Media accepts the Work on the basis of these Terms and Conditions, unless otherwise stated.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_