

Schedule of Terms

1. You acknowledge and agree that the arrangements contemplated by these terms are, unless Autm8 by written notice specifies otherwise, non-exclusive and that each party may make similar arrangements with third parties.
2. The fees payable under these terms, as set out in the proposal for your project (**Fees**), are therefore payable in consideration for both the services provided by Autm8 and retaining Autm8 under the terms of these terms. Accordingly:
 - the Fees must be paid by you within 7 days from each invoice date; and
 - Autm8 may terminate these terms if any Fees or expenses remain outstanding for longer than 7 days after their due date.

You may dispute payment of any amount you believe in good faith is calculated incorrectly. To dispute any amount on this basis, you must notify Autm8 of the disputed amount with sufficient detail to allow Autm8 to investigate the disputed amount on or before the fifth business day after its receipt of the applicable invoice. The parties will attempt to resolve the dispute in good faith within five business days after you provides notice of the dispute. If the parties fail to resolve the dispute amicably within such time period, either party may exercise its rights hereunder, including pursuing its remedies at law.
3. In addition to the Fees, you will reimburse Autm8 for all expenses reasonably incurred by Autm8 in providing services under these terms, provided that Autm8 obtains your consent before incurring the expenses.
4. Terms used in these terms are defined in the A New Tax System (Goods and Services Tax) Act 1999 (**GST Act**) have the same meaning as in the GST Act. Unless otherwise indicated, amounts stated in these terms do not include GST. In relation to any GST payable for a taxable supply by a party under these terms, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.
5. The liability of Autm8 under these terms whether arising in contract, tort, negligence, breach of statutory duty or otherwise is limited as follows:
 - Autm8 will have no liability to any person other than you in relation to the provision of services under these terms;
 - any liability is recoverable only from Autm8 and not from any of its members, employees, officers, representatives or agents; and
 - Autm8's liability under these terms will not exceed the aggregate amount of Fees actually paid to Autm8 under these terms at the time the liability arose.
6. Notwithstanding any other provision of these terms, neither party is liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any Loss of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature, including any economic loss or other loss of turnover, profits, business or goodwill.
7. If consumer protection regulation applies to the services provided under these terms, the liability of Autm8 under such regulation is limited to the provision of the services again or the payment of the cost of having the services provided again. All other terms, conditions and warranties in relation to the provision of services by Autm8 are excluded to the fullest extent permitted by law.
8. Notwithstanding delivery of any products to you, title in the products will not pass to you until your full payment of the Fees is received by us. If your payment is declined for any reason we reserve the right to reclaim the products from your possession, custody or control even if they have been delivered to you or moved from the delivery address. We reserve the right to keep or sell the products. Risk of loss, damage or deterioration to any products will pass to you on delivery.
9. If you are unsatisfied with a product you have purchased, please contact us within 3 days of the date it was delivered, to discuss return, exchange and credit options. Customers are responsible for returning the item in the original packaging and in saleable condition. Claims will not be made on items that are damaged, improperly or insecurely packaged or otherwise not in saleable condition. Customised or personalised products are strictly non-returnable, non-refundable and cannot be cancelled for any reason once ordered.
10. Either party may terminate these terms by one month's prior notice in writing to the other party.
11. Either party may terminate these terms by prior notice in writing to the other party, if the notified party breaches these terms and fails to rectify the breach to the satisfaction of the notifying party within ten business days' notice of the breach in writing to the other party.
12. Unless prohibited by law, either party may terminate these terms by prior notice in writing to the other party if the other party becomes bankrupt, insolvent, is liquidated or wound up.
13. If these terms are terminated, you must immediately pay to Autm8 all Fees and expenses owing to Autm8 under these terms, up to the date of termination.
14. The termination of these terms will be without prejudice to any and all rights and remedies that have accrued to either of the parties under these terms prior to termination.
15. If the performance of a party's obligations under these terms (other than an obligation to pay money due under these terms) is delayed or prohibited by any circumstance or event, foreseen or unforeseen which the affected party is unable to control, including (but not limited to) any natural disaster, epidemic, pandemic, famine, plague, acts of war or terrorism, civil disturbance or enactments or decisions of any government agency relating to or affecting the performance of these terms, then the non-affected party excuses the affected party from performing its obligations under these terms to the extent so affected.
16. These terms embody the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of these terms are merged in and superseded by these terms.
17. These terms may be varied by the written agreement of the parties or by reasonable notice to you from Autm8.
18. These terms are governed by and must be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts, and waives any right to object to proceedings being brought in those courts for any reason.