

TERMS & CONDITIONS - GIOIELLI BELLI ABN 92 448 119 314

Parties: In these Terms & Conditions "we", "our", "us" mean Gioielli Belli ABN 92 448 119 314 and "you" and "your" means the Customer.

Product(s): Means any product or service provided by Gioielli Belli, including but not limited to card, paper, embellishments, adhesives, labels, jewellery, accessories, crystal bouquets, chocolates, invitations, RSVP cards, wishing well cards, place cards and bomboniere.

Contract: By placing an order, accepting a quote or placing a deposit with us, you acknowledge you have read these Terms & Conditions and agree to be bound by them. These Terms and Conditions apply to all dealings between you and us and will prevail over any other verbal, implied or written conditions, whether verbal, implied or written to the extent of the permitted law. These Terms and Conditions may be changed by us from time to time, and the then current version of the Terms & Conditions shall be binding upon the Customer.

Copyright: All content on our website (www.gioiellibelli.com.au), including images, text and designs are copyright to Gioielli Belli or their respective owners and all rights are reserved. No content on our site may be copied, re-used, manipulated, redistributed, or re-produced in whole or in part, without prior written consent. Purchase of any Gioielli Belli product does not constitute the right to replicate the design.

Colours: Colours on our website are indicative only as colours can vary depending on screen settings. You are welcome to view our sample swatches prior to purchasing. Colours may vary from batch to batch due to variations in dye lots. Patterns, finishes and colour of decorative papers may vary due to their handmade nature. We do not accept returns or provide refunds for incorrect colour choices.

Stock Availability: Our aim is to provide customers with a large product selection and provide a service to order exactly what you want in one convenient location at competitive prices. Whilst we are unable to stock each and every item in all colours, sizes and widths, we place orders with our suppliers on a fortnightly basis. Unfortunately, from time to time, products may be temporarily unavailable or discontinued. In the event that our suppliers are out of stock and we cannot supply an item, you will be notified with the option to wait for the item to be re-stocked, choose another item or receive a refund.

Privacy: Your personal details and guests names and addresses are kept confidential and will not be provided or sold to any third party.

Prices & Payments - General: Product prices, delivery costs and other charges on our website are current at the time of display. Prices are displayed in Australian dollars and are subject to change without notice. We accepted payments via cash, cheque, direct deposit or Paypal. Cheques are to be made payable to Gioielli Belli and must clear prior to your order being processed/collected. Dishonoured cheques incur a \$25.00 fee, payable immediately upon notification.

Correspondence: Correspondence, including emails, PDF approvals and file submissions must be sent to gioiellibelli@yahoo.com.au

DIY Stationery:

Ordering & Payment: DIY stationery must be paid for in full at the time of ordering. Orders are non-cancellable. DIY stationery can be purchased on our online shop, via email or in person.

Refunds: We do not issue refunds if you change your mind or over order. Before ordering we recommend you test paper for printer compatibility and check your printer manual for the maximum paper weight your printer will accept. We do not accept returns for incorrect printer compatibility.

Delivery: Once ordered, please allow up to 3 weeks for delivery. We take care to ensure safe and appropriate packaging and delivery methods are used, however we cannot be held responsible for any loss or damage in transit once the order has been despatched.

Errors: We endeavour to ensure all orders are correct. Any mistakes to your order must be reported to us within 7 days of receiving your order. During this 7 day period, we will rectify mistakes caused by us at our expense. Once the 7 day period is over, we will not take responsibility for any mistakes that are not reported within this time.

Made to Order Products:

Ordering & Payment: A 50% non-refundable, non-transferrable deposit is required at time of ordering. The balance must be paid prior to production and is non-refundable and not transferrable. Any discounts (if applicable) will be applied to your final payment. Production deadlines vary depending on quantities ordered (refer Production Deadline). Urgent orders may attract a \$100.00 fee

Cancellation: Cancellation by you results in deposit being forfeited.

Delivery: Prices for Made to Order products excludes delivery. You will receive written confirmation of your order within 48 hours of us receiving your order. We deliver our products via registered post. We can also arrange, at a fee, drop off in the Melbourne Metro Area. We take pride in our work and will ensure there is sufficient packaging to make sure your products reach you in perfect condition, however, we cannot be held liable for damages caused by third parties or circumstances beyond our control.

Quantities: Made to Order products (excluding jewellery, accessories and bouquets) are subject to minimum quantities. We may at our discretion accept smaller orders at a 20% surcharge of the highest per item price for each product. You may vary your

order quantity (up or down) by the Production Deadline, however quantities cannot be reduced by more than 10%. An amended invoice will be issued if the change in quantity results in a change in the volume based pricing for any ordered product. Any increase in quantities after the Production Deadline may attract a \$100.00 fee.

Images: A \$30.00 set up fee applies to add your photographic images into your invitation design. A printing surcharge per invitation also applies. By supplying images or other materials for use in your product, you acknowledge you own or have the approved rights to use them. We reserve the right to refuse to use images or other material and cancel your order if we suspect an infringement on another parties copyright. Digital images will be printed on card/paper and will therefore not look like a gloss photo. Photographic images must be supplied in jpeg format.

Wording: Once you place your order, we will provide sample wording and alternatives. You may provide your own wording.

Fonts and Font Color: We will provide you with a selection of fonts for you to choose from once you have placed your order. Our prices include printing using black ink. A surcharge applies for colour printing. Only black ink is used for translucent paper.

Product Personalisation: Where your product includes personalisation and/or addressing, you must complete and submit the template(s) we provide you. All text must be typed exactly as you wish for it to appear, including spelling, spacing, capitalisation and punctuation. You are responsible for ensuring addresses and postcodes are correct. To add extra names or make changes, a new file must be submitted (in full). Names for place cards must be submitted to us at least three (3) weeks prior to the event.

Proofs: A proof will be emailed in a PDF file format to the email address specified in your Order Form or Quote within 48 hours of receiving your wording and font choice. One proof and three amendment proofs will be provided free of charge. We reserve the right to charge a \$15.00 fee for each subsequent amendment. No alterations can be made once you approve the proof. It is your responsibility to review the proof, including text, font (type and size), content, spelling, grammar and punctuation, and advise us of any errors/changes prior to printing.

Production Deadline: Final payment, PDF approval and submission of all files (including invitation and guest details, wording/font selection) is required prior to printing/assembly and must be received the following number of weeks prior to your nominated collection date:

Qty < 150: at least four (4) weeks

Qty 150 to < 200: at least six (6) weeks

Qty 200+: as agreed or at least eight (8) weeks

Late payments and delays in submission of files/PDF approval will result in us rescheduling your production dates and revising your collection dates around other client orders.

Reprinting: If any errors occur that differ from your approved PDF Proof or final guest list, your order will be corrected by us at no charge. Reprinting to correct errors not identified by you during the proofing process are at your expense. Any correction of printing errors of guest names and/or addresses due details provided by you will be at your expense. Any reprinting due to customer error or change in customer specifications constitutes a new order/transaction and will be subject to current Terms and Conditions and the current price per item at time of reordering and must be paid for in full prior to reprinting.

Advertising: It is a condition of sale that Gioielli Belli details are placed on the back of each item ordered.

Promotion: We may reproduce any artwork, designs or layout in promotional material. The reproduction will not contain any details of the customer or guest addresses or customer phone number or customer email address.

Force Majeure: We shall not be liable for any delay in performing any obligation under these Terms and Conditions if such delay is caused by circumstances beyond our reasonable control and we shall be entitled to a reasonable extension of time to perform such obligations.

Liability: We will not be liable for any loss of income/profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise. Our maximum aggregate liability for any Product supplied to you whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Product(s) in question.

Indemnity: You agree to hold harmless and to indemnify Gioielli Belli and its owners, employees, directors, shareholders and/or agents, for all liability, damages, and expenses it may incur as a result of you breaching these Terms and Conditions.

Jurisdiction: These Terms and Conditions shall be governed by and construed in accordance with the laws of Victoria and shall be subject to the non-exclusive jurisdiction of the courts of Victoria.