

General Terms and Conditions

By purchasing products or engaging services from InterMizzi Pty Limited ABN 56 130 906 973 (InterMizzi), you acknowledge that you have read, understand and agree to be bound by the InterMizzi Terms and Conditions.

Proposals

The terms of the Proposal shall be effective for thirty (30) days after presentation to the Client, unless otherwise stated in writing. In the event this Agreement is not executed by the Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

Fees and Charges

In consideration of the Products supplied or Services to be performed by InterMizzi, the Client shall pay to InterMizzi fees and expenses in the amounts and according to the payment schedule, and all applicable goods and services or value added taxes, even if calculated or assessed subsequent to the payment schedule.

Terms of Payment

Terms of payment will be included in the Proposal or Invoice. All invoices will otherwise be payable within fourteen (14) days of receipt. A 1.5 percent monthly service charge is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by late or default in payment. InterMizzi reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses and Fees, Charges or the costs of Changes.

Warranties and Representations

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, INTERMIZZI MAKES NO WARRANTIES WHATSOEVER. INTERMIZZI EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PRODUCT OR SERVICES.



Indemnifications and Liability

THE PRODUCTS AND SERVICES OF INTERMIZZI ARE SOLD “AS IS.” IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF INTERMIZZI, ITS DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT’S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE CHARGES PAID IN RESPECT TO PRODUCT OR SERVICE, PROVIDED YOU NOTIFY US OF ANY SUCH CLAIM WITHIN 30 DAYS. IN NO EVENT SHALL INTERMIZZI BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR SERVICES PROVIDED BY INTERMIZZI, EVEN IF INTERMIZZI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Terms and Termination

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

In the event of termination, InterMizzi shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) daily fees for work performed by InterMizzi or InterMizzi’s agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

In the event of termination by Client and upon full payment of compensation as provided herein, InterMizzi grants to Client such right and title with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

Modifications to Terms and Conditions

InterMizzi reserves the right to update and change the Terms and Conditions from time to time without notice. Any alterations to Products or Services shall be subject to the Terms and Conditions. Continued use of a Product or Service after any such changes shall constitute your consent to such changes.

