

The "Order Policy" document is supplemental to the "Client Terms" document.

1. Ordering Appointment.
  - a. The Client is notified by Hilary Adamson Photography once the photographs are ready for ordering. Upon notification, the Client shall organize a mutually agreeable date and time, an ordering appointment with Hilary Adamson Photography within 14 days. Ordering appointments are held at the studio of Hilary Adamson Photography. The Client is required to make a purchase decision at the appointment.
  - b. If the Client requires more than 14 days' notice to attend an ordering appointment, a minimum order deposit of \$400 is payable by the Client.
  - c. If the Client fails to attend an ordering appointment within 60 days after notification, the photographs will be considered unwanted and purged not available for purchase.
  - d. The Client is required to provide 48 hours' notice reschedule the ordering appointment.
  - e. A surcharge of \$100 is payable for extra ordering appointments. This charge also applies to cancelled or rescheduled appointments that have not provided the minimum 48 hours' notice (unless otherwise agreed to in writing by Hilary Adamson Photography).
  - f. The Client is required to bring all decision makers to the ordering appointment.
2. Orders.
  - a. All orders for products placed by the Client:
    - i. must be made in accordance with Hilary Adamson Photography's **Order Policy** as amended by Hilary Adamson Photography from time to time, the current version of which is set out by Hilary Adamson Photography on our web site; and
    - ii. are subject to acceptance by Hilary Adamson Photography, and no order will be deemed to have been accepted by Hilary Adamson Photography unless products are supplied or back-order or delivery delay is confirmed in writing by an authorised representative of Hilary Adamson Photography to the Client.
  - b. Hilary Adamson Photography may reject any order placed by the Client if there is an insufficient supply of products which prevents Hilary Adamson Photography from being able to fulfill such order.
  - c. Hilary Adamson Photography will not be bound by any terms attaching to Client's order and, unless those terms are expressly agreed to in writing by an authorised representative of Hilary Adamson Photography, Client agrees that those terms are hereby excluded.
3. Payments.
  - a. Payment terms are made in accordance with Hilary Adamson Photography's **Credit Policy** as amended by Hilary Adamson Photography from time to time, the current version of which is set out by Hilary Adamson Photography on our web site ("Credit Policy").
4. Delivery.
  - a. Delivery times advised to the Client are estimates only and Hilary Adamson Photography will not be liable for any loss, damage or delay suffered or incurred by the Client or its the Clients arising from late or non-delivery of these products.
5. Part deliveries.
  - a. Hilary Adamson Photography may make part deliveries of any order, and each part delivery will constitute a separate supply of the products upon these Terms.
6. Inspection and acceptance the Client must:
  - a. in the case of all products ordered, inspect such products upon delivery to the Client's premises ("Shipping Address"), or upon collection from Hilary Adamson Photography's Studio.
  - b. within 7 days of delivery, give notice to Hilary Adamson Photography of any matter or thing by which the Client alleges that the products do not accord with the Client's order. Failing such notice and to the extent permitted by law, the products will be deemed to have been accepted by the Client.
7. Client's cancellation.
  - a. Unless otherwise agreed in writing by an authorised officer of Hilary Adamson Photography, the Client may not cancel an order which has been accepted by Hilary Adamson Photography. Under the laws of Western Australia; the Client cannot request a refund, change or cancellation of an order if the Client simply changes their mind.
  - b. If the Client's right of cancellation is agreed to by an authorised officer of Hilary Adamson Photography in writing, the right must be exercised by notice in writing from the Client to Hilary Adamson Photography no later than 7 days before the estimated date of shipment by the manufacturer or Hilary Adamson Photography (as the case may be).
  - c. Unless otherwise agreed between the Client and Hilary Adamson Photography, upon cancellation prior to shipment, any deposit paid by the Client will be forfeited to Hilary Adamson Photography.
8. Warranty.
  - a. Products are covered by manufacturers' warranty. To the extent permitted by law, Hilary Adamson Photography's entire responsibility with respect to warranties for the products is to pass on to the Client the benefit of any such warranties.
  - b. To the extent permitted by law, the manufacturers' warranties referred to in clause 12(a) are in substitution for all other terms, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and all such terms, conditions and warranties are expressly excluded.
  - c. Certain legislation may imply warranties or conditions or impose obligations upon Hilary Adamson Photography which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which Hilary Adamson Photography is able to do so, its liability will be limited, at its option, to:
    - i. in the case of products: the replacement of the products or resupply of equivalent products; repair of the products; payment of the cost of replacing the products or acquiring equivalent products; or the payment of the cost of having the products repaired; and
    - ii. in the case of services: the supply of the services again; or the payment of the reasonable cost of having the services supplied again.
  - d. Hilary Adamson Photography does not warrant that repair facilities or parts will be available in respect of any of the products.