



The Distillery Co. Pty Ltd  
ABN 69 168 188 556

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## TERMS AND CONDITIONS

10 November 2016

### Our Commitment to Quality and Service

The Distillery stand for the highest quality in production standards, and for providing our clients with outstanding service. We believe in striving to be the very best, and having the attitude that we can always improve. At any time, please let us know if you have feedback which you believe will assist in improving the quality of your project's outcome.

Our products and services are highly specialised, and we are not the best fit for every project and every client. With this in mind, prior to accepting your project quotation and authorising production, please review our Terms and Conditions and let us know if you have any questions.

### Expectations and Limitations of Artwork

1. At The Distillery we have restored vintage printing presses, and employ old technologies alongside new craft techniques to produce uniquely beautiful stationery prints. Our production techniques mean that each print is unique, where one print may slightly vary to another. With this in mind there are inherent expectations and limitations which you must be aware of.
2. Please let us know if you have any questions, and we will provide you with more information and guidance.
3. Please understand that once you have authorised production of your project with The Distillery, you agree to accept the outcome of projects.

### Expectations

1. **Consistency of prints**  
The vast majority of finished prints will appear consistent, however due to bespoke nature of printing and materials, slight inconsistencies may appear between prints.
2. **Pantone ink colours**  
The colours you see on your digital screen will be different to the colours printed on our printing presses. We can provide you with a more accurate preview of printed colours at our studio with review of a Pantone uncoated swatch book.

### Limitations for self-designed artwork

1. **CMYK digital printing registration**  
Where you supply artwork which requires CMYK digital printing, the CMYK artwork must only be used for background elements where exact registration is not required. CMYK elements may shift up to 3mm in any direction, and The Distillery is unable to guarantee exact CMYK printed registration of each print.
2. **Straight printed lines parallel to edge of card**  
Our production techniques involve printing with soft paper stocks which are susceptible to skewing under pressure. Lines running parallel to the edge of the card are subject to the following restrictions:
  - a. Letterpress and foil printed lines - 5mm minimum distance
  - b. CMYK digital printed lines - 10mm minimum distance

### Rectifying Issues with Prints

We hope that you are happy with your prints, but in the unlikely event that you identify an issue with the prints, we have set out the following steps so we can address any issues that may arise.

Please note that we generally provide a small number of spare prints in addition to the number of prints you have ordered. The purpose of these spares is so that in the event that there may be some mishaps, these spares may substitute and rectify the issue.

Please help us to address any concerns by reviewing your prints immediately upon receipt of your project.

#### 1. Return of faulty prints

Prints which you believe are faulty must be returned to The Distillery for inspection within 3 working days of receipt of your project. We appreciate that you may be busy, so please contact us immediately and we will ensure that these prints are delivered to us within the 3 days.

#### 2. Rectification of faulty prints

Upon receipt of the faulty prints, we will review the prints and respond to your concerns immediately. Generally we are able to fix most concerns within a short amount of time.

### Terms and Conditions of Rectification

#### 1. Notification Period

If you believe there are faulty prints in your project, you must advise your Distillery Consultant within 3 working days of receipt of your project.

#### 2. Deemed Acceptance

If we do not hear from you within 3 working days, we deem that you have accepted the goods, and the title of the goods have been transferred to you. This means that we have discharged our end of this transaction and we cannot be held liable for any rights or claims you may have against us.

#### 3. Right to Remedy

We reserve the right to remedy any issues by you advising us of issues within 3 working days.

#### 4. Exclusion of Liability Clause

We will not be held liable for any claims, where you choose to distribute prints, faults and/or otherwise, to any third party.

### Estimated dates of project completion

The Distillery's bespoke production techniques involve a high level of commitment to craftsmanship. Thank you for understanding that inherent production challenges of craft may cause unintended delays to estimated dates of project completion.

1. We will not be held liable for any claims, where we do not meet estimated dates of project completion.



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### Payment Terms

1. **Deposit payment**  
Your project will commence following full payment of the deposit amount, as indicated on the Tax Invoice issued.
2. **Final balance payment**  
Upon receipt of notification from us, payment of the full outstanding balance is due on completion of production. Delivery of goods to you is subject to receipt of payment.

### Cancellation Policy

Following payment of the deposit amount, the following cancellation policy will apply.

1. **Cancellation prior to the production stage**  
Refund of deposit amounts paid is subject to The Distillery's discretion, and we will do our best to accommodate for your circumstances.
2. **Request for cancellation following production authorisation**  
Due to the time and resources required to produce each bespoke project, projects may not be cancelled following authorisation of the production process.

### Intellectual Property

1. **Artwork designed by The Distillery**  
Any intellectual property rights attached to any of The Distillery's designs do not transfer to the client. The Distillery reserve the right to use all developed design concepts and design outcomes in other unrelated projects for third parties.
2. **Self-designed artwork**  
If you provide The Distillery with artwork you warrant that this artwork does not infringe on the rights of third parties. You agree to indemnify The Distillery against any action taken against The Distillery by any such third party.

### Privacy

1. **Australian Privacy Principles**  
The Distillery makes a voluntary commitment to upholding excellent practice outlined in The Australian Privacy Principles contained in the Privacy Act (1998). This includes company policies and methods on why, how and who has access to personal information you supply. Please let us know if you have any questions relating to how your privacy is managed.
2. **Display of completed projects**  
For the purposes of marketing our services, The Distillery reserve the right to display completed projects in marketing channels including but not limited to: in our studio, in promotional brochures, in social media, and on our website. Personal contact information contained in these displayed projects including residential addresses and telephone numbers will not be displayed, or will be significantly altered or masked beyond accurate recognition, and event and wedding invitations will not be publicly published prior to the printed event date.
3. **Opting out**  
By indicating on your production sign-off form, or e-mailing your Distillery Consultant, you may opt out of having your completed project published in marketing channels.