

LD GRAPHICS (ABN 56 414 286 537)

www.ldgraphics.com.au

TERMS AND CONDITIONS FOR SALE OF DIGITAL PRODUCTS

Effective date: 22 March 2026 | Last updated: 22 March 2026

Please read these Terms carefully before purchasing anything on our Website. By completing a purchase you agree to be legally bound by these Terms.

(1) DEFINITIONS

In these Terms, the following definitions apply:

"**ACL**" means the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth).

"**Business Customer**" means a Buyer who confirms at the time of purchase that they are purchasing Products in the course of a business and not as a consumer.

"**Business Day**" means a day which is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia.

"**Buyer**" means "you" or "your" means you, the person or organisation purchasing Products through our Website.

"**Confirmation**" means an email we send you confirming acceptance of your order under clause 5.

"**Consumer Customer**" means a Buyer who is purchasing Products otherwise than in the course of a business, including as an individual hobbyist or student.

"**Delivery Date**" means any estimated date for availability of the Products for download, as communicated to you at the time of purchase.

"**Goods and Services Tax**" means GST imposed on a supply of goods or services in Australia pursuant to the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any other applicable law.

"**Party**" means either the Buyer or the Seller.

"**Parties**" means the Buyer and the Seller collectively.

"**Price**" means the price of our Products as published on our Website at the time you make your purchase.

"**Privacy Policy**" means our privacy policy published at www.ldgraphics.com.au, as updated from time to time, which is incorporated into these Terms by reference.

"**Products**" means the digital content products (including 3D plant assets, vector graphics, and related files for use in landscape design and visualisation software) available for purchase through our Website, and any updates to those products provided under clause 9.

"**Seller**" means "we", "us" or "our" means LD Graphics (ABN 56 414 286 537).

"Terms" means these terms and conditions as updated from time to time in accordance with clause 25.

"Website" means our website at www.ldgraphics.com.au together with any affiliated websites or pages.

(2) INTERPRETATION

In these Terms, unless the context otherwise requires:

- (2.1) Words referring to one gender include every other gender.
- (2.2) Words referring to a singular number include the plural, and vice versa.
- (2.3) If a word or phrase is defined, any grammatical variation has a corresponding meaning.
- (2.4) Words referring to a person include firms, corporations, associations, partnerships, joint ventures, authorities, government bodies, and other legal entities, and vice versa.
- (2.5) Any reference to time is a reference to time in New South Wales, Australia.
- (2.6) If something must be done on or before a particular date and that date falls on a non-business day, it must be done on or before the next Business Day.
- (2.7) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- (2.8) Headings are for convenience only and shall not affect interpretation.
- (2.9) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to these Terms and the events contemplated by it.
- (2.10) A reference to legislation or any part or provision of that legislation includes any subordinate legislation, any amended legislation, and any substituted legislation issued under that legislation.
- (2.11) A reference to an agreement or document is a reference to that agreement or document as amended, replaced, supplemented or novated from time to time.
- (2.12) A reference to a Party also includes that Party's successors, assigns, legal personal representatives and/or any person that is substituted by way of novation.
- (2.13) Unless otherwise specified, any reference to money or currency is a reference to Australian dollars (AUD).

(3) SALE

By making a purchase through our Website, you are buying the Products subject to these Terms and you agree to be legally bound by these Terms.

(4) BUSINESS AND CONSUMER CUSTOMERS

- (4.1) If you are a Business Customer, you confirm that:
- (4.1.1) you are purchasing Products in the course of a business and not as a consumer as defined under the ACL or any equivalent consumer protection law in your jurisdiction;
 - (4.1.2) to the maximum extent permitted by applicable law, the statutory guarantees implied by the ACL (including sections 51–59 of Schedule 2 of the Competition and Consumer Act 2010 (Cth)) that may lawfully be excluded as between businesses are excluded; and
 - (4.1.3) the limitation of liability and warranty exclusions in clause 13 apply to you in full to the extent permitted by law.
- (4.2) If you are a Consumer Customer, the ACL and any other mandatory consumer protection laws applicable in your jurisdiction apply to your purchase and are not excluded or modified by these Terms, except to the extent permitted by law.

(5) ORDERING FROM US

- (5.1) Here we set out how a legally binding contract between you and us is made.
- (5.2) You place an order on our Website by: selecting the product library or libraries you wish to purchase; adding them to your basket; and completing payment by pressing the pay now button and following the payment prompts. The transaction is completed once payment has been made.
- (5.3) Please read and check your order carefully before submitting it. You may correct any errors before submitting.
- (5.4) Before placing any order for digital content, please check that the hardware and software requirements of your computer or device mean that you can download and use the digital content. Contact us if you need assistance.
- (5.5) When you place your order at the end of the online checkout process, we will send you an acknowledgement email. This acknowledgement does not mean your order has been accepted.
- (5.6) We may decline to accept your order for reasons including (but not limited to):
- (5.6.1) the Product is unavailable;
 - (5.6.2) we cannot authorise your payment;
 - (5.6.3) you are not permitted to purchase the Product from us;
 - (5.6.4) we are not permitted to sell the Product to you;
 - (5.6.5) the quantity ordered is too large; or
 - (5.6.6) there has been a mistake on the pricing or description of the Product.
- (5.7) We will only accept your order when we send you a Confirmation email. At that point a legally binding contract is formed between you and us, and your content will be made available for download.

(6) DOWNLOAD OF DIGITAL CONTENT

(6.1) Once you have paid for your order and received the Confirmation, the digital content will be made available for download automatically.

(6.2) We may make your digital content available for download in instalments. If you have any queries, please consult the information provided at the time of purchase or contact us.

(6.3) If something outside of our control affects your ability to download the digital content, we will make it available for download as soon as we reasonably can.

(7) DIGITAL CONTENT — LICENCE

(7.1) When you purchase and download any Product, you will not own it. Instead, we grant you a limited licence to use it in accordance with these Terms.

(7.2) Subject to payment of the applicable Price and your ongoing compliance with these Terms, we grant you a non-exclusive, non-transferable, worldwide licence to:

(7.2.1) install and use the digital content on up to three (3) computers or devices used by you or, if you are a Business Customer, by your employees in the course of your business;

(7.2.2) import, render and display the digital content within landscape design, landscape visualisation, or other design software for the purpose of creating design projects;

(7.2.3) incorporate the digital content into design deliverables — including renderings, presentations, printed materials and project files — produced for and provided to your clients or for your own personal use, provided that the digital content is not supplied to the client as a standalone, separately accessible file; and

(7.2.4) make a reasonable number of backup copies solely for your own archival purposes.

(7.3) The licence granted in clause 7.2 does not permit you to:

(7.3.1) sub-licence, resell, redistribute, or make the Products available for download by any third party;

(7.3.2) use the Products as a standalone asset in a stock library, template store, or similar service that makes the assets available to others;

(7.3.3) adapt, reverse-engineer, decompile or extract source files from the digital content, except where expressly permitted by applicable law;

(7.3.4) remove, conceal, change or obscure any copyright (©), registered trade mark (®), unregistered trade mark (™) or other attribution markings contained within the digital content; or

(7.3.5) use the Products in any way that infringes our intellectual property rights or the intellectual property rights of any third party.

(7.4) The licence is personal to you (or, if you are a Business Customer, to your organisation) and is non-exclusive. We may supply the same or similar Products to other customers.

(7.5) Except where you have express written permission from us, you will not obtain any rights of ownership or other rights (of whatever nature) in the Products or in any copies of them.

(8) PRODUCT UPDATES

(8.1) We may from time to time issue updates, corrections or improvements to any Product. Where we do so, the updated version will be made available to you at no additional charge through your account or order confirmation link.

(8.2) We reserve the right to withdraw any Product from future sale. Withdrawal of a Product from sale does not affect any existing licence granted to you for that Product under clause 7.

(8.3) For the avoidance of doubt, major new versions of a Product that contain significant additional content may be offered as a new product at an additional charge.

(9) PAYMENT

(9.1) We accept payment by Visa, Mastercard, and PayPal.

(9.2) We take all reasonable steps to ensure that your payment information is processed securely using an encrypted payment mechanism. However, to the extent permitted by law and in the absence of negligence on our part, we are not liable for any loss arising from unauthorised access to your payment information by a third party.

(9.3) Your credit or debit card will only be charged when you confirm your order.

(9.4) All payments by credit or debit card require authorisation by the relevant card issuer. We may also use additional security verification services (such as Verified by Visa or Mastercard SecureCode).

(9.5) If your payment is not received, is declined, or is reversed or charged back after you have downloaded a Product:

(9.5.1) your licence to use that Product is immediately revoked;

(9.5.2) you must immediately delete all copies of the Product from all your devices and systems;

(9.5.3) you remain liable to pay the outstanding Price; and

(9.5.4) we reserve the right to take all steps necessary to recover the outstanding amount, including engaging debt recovery services, and you will be liable for all reasonable costs of such recovery.

(10) PRICES

(10.1) Prices for our Products may be updated from time to time. Up-to-date Prices are published on our Website.

(10.2) By making a purchase on our Website, you agree to the Price for your selected Products as published on our Website at the time of your purchase.

(10.3) All prices are displayed in Australian dollars (AUD) unless the Website displays an alternative currency for your location. You are responsible for any currency conversion fees charged by your bank or payment provider.

(11) TAXES, DUTIES AND OTHER CHARGES

(11.1) Prices include Australian Goods and Services Tax (GST) at the applicable rate where GST applies.

(11.2) For customers located in the European Economic Area (EEA) or the United Kingdom: where required by applicable law (including the EU VAT One Stop Shop scheme or equivalent UK rules), the Price shown at checkout will include Value Added Tax (VAT) at the rate applicable in your jurisdiction. Where we are legally required to collect VAT on your behalf, the VAT amount will be displayed separately at checkout before you confirm your order. We will remit any such VAT to the relevant tax authority in accordance with applicable law.

(11.3) For customers in all other jurisdictions outside Australia: unless otherwise stated, Prices do not include any import charges, customs duties, levies, digital services taxes, or other applicable taxes or duties. You are responsible for any such charges that apply to your purchase under the laws of your jurisdiction.

(11.4) By making a purchase on our Website, you acknowledge that you are responsible for complying with all applicable tax laws in your jurisdiction in connection with your purchase and use of the Products, except to the extent that we are legally required to collect taxes on your behalf under clause 11.2.

(12) EXPORT CONTROLS AND SANCTIONS

(12.1) By purchasing Products, you represent and warrant that:

(12.1.1) you are not located in, and are not purchasing on behalf of any person or entity located in, a country or territory that is subject to trade sanctions or embargoes imposed by Australia, the United States, the United Nations, or the European Union;

(12.1.2) you are not a person or entity named on any government list of prohibited, restricted or sanctioned parties (including Australian DFAT Consolidated List, US OFAC Specially Designated Nationals list, or equivalent); and

(12.1.3) you will comply with all applicable export control and sanctions laws and regulations in connection with your purchase and use of the Products.

(12.2) We reserve the right to refuse, cancel or suspend any order if we reasonably believe that completing the transaction may violate applicable trade sanctions or export

control laws. In such circumstances we will provide a refund of any amounts already paid.

(13) WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

(13.1) Statutory rights. The ACL, and equivalent consumer protection laws in other jurisdictions, may give Consumer Customers certain rights, warranties, guarantees and remedies regarding the supply of goods or services by the Seller which cannot be excluded, modified or restricted (Statutory Rights). Nothing in these Terms excludes, modifies or restricts your Statutory Rights.

(13.2) Warranty disclaimer. To the maximum extent permitted by law, and except for your Statutory Rights, we exclude all conditions, warranties, guarantees and representations, whether express or implied, by statute, custom, law or otherwise, including (without limitation):

(13.2.1) any implied warranty that the Products are of merchantable quality or fit for a particular purpose;

(13.2.2) any representation that the Products will meet your specific requirements or be compatible with any particular software (other than the general compatibility described in the product guide); and

(13.2.3) any warranty as to the accuracy or completeness of content within the Products.

(13.3) Buyer evaluation. You are solely responsible for evaluating the Products and determining whether they are fit for your intended purpose before purchase. We encourage you to review product descriptions and contact us with any questions before purchasing.

(13.4) Statutory remedies. Where your Statutory Rights apply, to the maximum extent permitted by law our liability in respect of any claim is limited, at our option, to:

(13.4.1) supplying the Products again or making the download available again; or

(13.4.2) a refund of the Price paid by you for the Product giving rise to the claim.

(13.5) Exclusion of consequential loss. To the maximum extent permitted by law, we shall not be liable for any consequential, indirect, incidental or special damages or losses of any kind, including (without limitation) any:

(13.5.1) loss of profit or anticipated profit;

(13.5.2) loss or corruption of data;

(13.5.3) loss of use or production;

(13.5.4) loss of contract or business opportunity;

(13.5.5) loss of savings, discount or rebate (whether actual or anticipated);

(13.5.6) harm to reputation or loss of goodwill; or

(13.5.7) interruption of business,

in each case whether or not we were advised of the possibility of such loss.

(13.6) Monetary cap. Without limiting clauses 13.4 and 13.5, and to the maximum extent permitted by law, our total aggregate liability to you under or in connection with these Terms (including under any indemnity) in respect of any single event or series of related events shall not exceed the Price actually paid by you for the specific Product giving rise to the claim in the twelve (12) months immediately preceding the event giving rise to the claim.

(13.7) Exceptions. Clauses 13.5 and 13.6 do not apply to, and shall not limit, our liability for:

(13.7.1) death or personal injury caused by our negligence;

(13.7.2) fraud or fraudulent misrepresentation; or

(13.7.3) any other losses which cannot be excluded or limited by applicable law.

(13.8) Waiver. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

(13.9) Survival. This clause 13 will survive the termination or expiry of these Terms.

(14) CONFIDENTIALITY AND INTELLECTUAL PROPERTY

(14.1) For the purpose of this clause, "Intellectual Property" includes any and all inventions, patents, utility models, design rights, copyright, know-how, trade secrets, trade marks, trade names, confidential information, service marks and goodwill subsisting in, resulting from or relating to the Products, or any documents, drawings, specifications and/or patterns relating to them, whether:

(14.1.1) supplied by us to you in connection with the Products;

(14.1.2) disclosed to or obtained by you pursuant to or as a result of these Terms;
or

(14.1.3) resulting from the Products, unless otherwise expressly agreed by us in writing.

(14.2) You shall not, under any circumstances, acquire any right in or to any Intellectual Property.

(14.3) We shall have the right to apply any trade marks, trade names and/or service marks to the Products. You acknowledge that no rights are granted to you by the use by us of such trade marks, trade names and/or service marks. You shall not deface, remove or obliterate any trade marks, trade names or logos applied by us on or in relation to the Products.

(14.4) If you acquire any rights in any Intellectual Property (whether inadvertently or otherwise), you must immediately notify us and take all steps required by us to assign such rights or vest such title in us.

(14.5) Unless otherwise expressly agreed, the terms of these Terms and the fact that these Terms exist are confidential between the Parties.

(14.6) You shall keep confidential and not use, without our prior written consent, all information supplied by us to you or disclosed to or obtained by you pursuant to these

Terms, and shall not divulge it to any third party, except to the extent that any such information:

(14.6.1) is or becomes public knowledge through no fault of yours; or

(14.6.2) disclosure is required by law or any governmental or regulatory body.

(14.7) This clause 14 will survive the termination or expiry of these Terms.

(15) INDEMNITY

(15.1) You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with:

(15.1.1) your breach of any of your obligations under these Terms;

(15.1.2) your use of the Products in a manner not permitted by these Terms; or

(15.1.3) any claim by a third party arising from your unauthorised use, redistribution or modification of the Products.

(16) RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

(17) TERMINATION

(17.1) In addition to any other rights set out in these Terms, if either Party defaults in its obligations under these Terms, the other Party may terminate the contract created under these Terms by providing written notice to the defaulting Party.

(17.2) Termination of the contract does not affect our right to receive any money you owe us under these Terms. Upon termination for any reason, your licence to use any Products shall immediately cease and you must delete all copies of the Products from your devices and systems.

(18) PRIVACY AND DATA PROTECTION

(18.1) We collect and process your personal information in accordance with our Privacy Policy, which is available at www.ldgraphics.com.au and is incorporated into these Terms by reference. By making a purchase, you confirm that you have read and understood our Privacy Policy.

(18.2) In connection with your purchase, we collect personal information including your name, email address, billing address, and transaction details. We use your payment card details only for the purpose of processing your transaction; card details are handled by our third-party payment processor and are not stored by us.

(18.3) If you are located in the European Economic Area or the United Kingdom, our collection and use of your personal information is subject to the EU General Data

Protection Regulation (GDPR) or UK GDPR (as applicable) as described in our Privacy Policy. You may exercise your rights (including rights of access, rectification, erasure, restriction and portability) by contacting us at hello@ldgraphics.com.au.

(18.4) If you are located in Australia, our collection and use of your personal information is subject to the Privacy Act 1988 (Cth) and the Australian Privacy Principles as described in our Privacy Policy.

(18.5) This clause 18 will survive the termination or expiry of these Terms.

(19) WARRANTIES REGARDING LEGAL ADVICE

(19.1) Each Party (referred to in this clause as the "Warranting Party") warrants that:

(19.1.1) the Warranting Party fully understands the terms of these Terms;

(19.1.2) the Warranting Party has had the opportunity to obtain independent legal advice in relation to these Terms and has either taken such advice or elected not to do so; and

(19.1.3) the Warranting Party has not been induced to enter these Terms by any representation made by the other Party or by any officer, employee, director, agent, contractor, assignee, successor or other representative of the other Party, except as provided in these Terms.

(19.2) This clause 19 will survive the termination or expiry of these Terms.

(20) DISPUTES

(20.1) We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with any Product, our service, or any other matter, please contact us as soon as possible using the details in clause 33.

(20.2) If a dispute cannot be resolved informally, the Parties agree to attempt mediation in good faith before commencing formal legal proceedings, unless urgent injunctive or other interim relief is required.

(21) UPDATES TO THESE TERMS

(21.1) We may update these Terms from time to time. Where we make a material change, we will provide at least thirty (30) days' notice by posting the updated Terms on our Website and, where practicable, notifying you by email to the address you provided at purchase. We will clearly indicate the effective date of any update.

(21.2) Your purchase of Products on or after the effective date of an update constitutes your acceptance of the updated Terms. If you do not agree to an update, you should cease purchasing from our Website.

(21.3) The current version of these Terms is always available on our Website.

(22) GOVERNING LAW

(22.1) These Terms are governed by the laws of New South Wales, Australia, and applicable Commonwealth law.

(22.2) Subject to clause 22.3, both Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia in respect of any dispute arising out of or in connection with these Terms.

(22.3) Nothing in this clause 22 limits any rights you may have under the mandatory consumer protection laws of your country of residence. If you are a Consumer Customer resident in the European Economic Area or the United Kingdom, you may also bring proceedings in the courts of your country of residence, and the mandatory consumer protection laws of your country of residence will apply to the extent required by applicable law.

(23) LANGUAGE

All communications made or notices given pursuant to these Terms shall be in the English language.

(24) ASSIGNMENT

(24.1) You may not assign, transfer, sub-licence or novate your rights or obligations under these Terms without our prior written consent.

(24.2) We may assign, transfer or novate our rights and obligations under these Terms without your consent in connection with a merger, acquisition, sale of all or substantially all of our assets, corporate restructure, or transfer to an affiliate, provided that the assignee assumes our obligations under these Terms. We will notify you of any such assignment by posting notice on our Website within a reasonable time.

(25) AMENDMENTS

We may update these Terms in accordance with clause 21. These Terms may not otherwise be amended except by a written document signed by authorised representatives of both Parties.

(26) RIGHTS, REMEDIES AND POWERS

Unless expressly provided in these Terms, any rights, remedies or powers which a Party acquires under these Terms are cumulative and apply in addition to any other rights, remedies or powers which that Party may otherwise have. Nothing in these Terms shall in any way reduce, extinguish, postpone or otherwise limit any right, remedy or power which a Party may have.

(27) SURVIVAL OF OBLIGATIONS

At the termination or expiry of these Terms, any provisions which by their nature are expected to survive termination or expiry shall remain in full force and effect, including (without limitation) any provisions explicitly stated to survive termination.

(28) NO WAIVER

None of the terms of these Terms shall be deemed to have been waived by any act or acquiescence of either Party. Only a written agreement between the Parties can constitute a waiver of any of the terms of these Terms. No waiver of any term or provision shall constitute a waiver of any other term or provision, or of the same provision on a future occasion. Failure of either Party to enforce any term shall not constitute a waiver of that or any other term.

(29) SEVERABILITY

If any provision or term of these Terms is held to be unenforceable, these Terms will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of these Terms, valid and enforceable. If a court declines to amend these Terms as provided herein, the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining terms and provisions.

(30) ENTIRE AGREEMENT

In relation to the subject matter of these Terms (as supplemented by our Privacy Policy at www.ldgraphics.com.au and any other policies incorporated by reference), these Terms constitute the entire agreement between the Parties and supersede any prior or contemporaneous understandings, whether written or oral.

(31) FURTHER ACTS

Each Party must, and must ensure that its employees, agents and representatives do all things and sign, execute and deliver all documents, agreements and instruments as reasonably required to give effect to these Terms and the rights and obligations of the Parties under these Terms.

(32) FORCE MAJEURE

(32.1) Neither Party is liable to the other for any failure or delay in performing its obligations under these Terms to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of civil or military authorities, riots, embargoes, pandemics, acts of nature and natural disasters,

government-imposed restrictions, or interruptions to internet or telecommunications infrastructure.

(32.2) The Party affected by the force majeure event must notify the other Party promptly and use reasonable endeavours to mitigate the effect of the event.

(32.3) If we are unable to make a Product available for download due to a force majeure event for more than thirty (30) days after the expected Delivery Date, we may terminate the relevant order and provide a full refund of the Price paid for that Product.

(33) CONTACT US

(33.1) If you have any questions about these Terms, our Products, or your order, please contact us:

Email: hello@ldgraphics.com.au

Telephone: +61 420 761 202 (calls may be recorded for quality and training purposes)

Hours: Monday – Friday, 9:00am – 5:00pm (AEDT)

(34) LAST UPDATED

These Terms are current and up to date as of: 22 March 2026.

By completing a purchase on our Website, you confirm that you have read, understood, and agree to be bound by these Terms.