

QUOTES

All quotations submitted by Minio Design will be valid for no longer than thirty days (30) from the date of quotation. Where a quote has been submitted without a brief and / or sighting by us of the material involved, we reserve the right to submit a revised quote if required.

PAYMENT TERMS

Graphic & Web projects: The client will be invoiced for fifty percent (50%) of the total agreed quote and Minio Design requires this amount to be paid before work will commence.

Web projects require the client to pay the final amount within 7 days from the date of the invoice. Payment must be made in full before the web site is put up "live" on the internet or a copy made available to the client. Should Minio Design unable to complete the web site, within 30 days of the client agreeing to the quote and paying a deposit, due to the client's inability to supply the necessary documentation, then Minio Design reserves the right to invoice the client for any work completed to date. The client agrees to pay this amount within 7 days of the invoice date.

Printing: All new customers are COD and are required to pay in full before goods are printed. Clients who have an account with us have terms of 15 or 30 days this will be indicated on your invoices.

Payments can be made by direct bank deposit, cheque or PayPal.

CANCELLATIONS/REFUNDS

The 50% deposit is non-refundable once the design process has commenced, this is deemed to have occurred on receipt of a completed design brief from the client and a mutual agreement of terms. If a design project is cancelled by the client prior to project completion a pro-rata payment may be applicable on any project that is more than 50% complete (as determined by Minio Design) for time spent on the project before the cancellation notice was received. In the event of project cancellation Minio Design retains ownership of all copyright material and original artwork.

LATE PAYMENTS & DEFAULT

Late paying accounts will incur a late administration fee of \$30 + GST. Accounts which remain outstanding for 14 days after the date of invoice will incur an additional late payment fee equivalent to 5% of the invoice for each week payment is outstanding. If you are having difficulty paying your invoice, please get in touch as soon as you are aware of the issue, so we can discuss a solution that works for your company.

TIME FRAME

Minio Design will declare a project completed if no response is received from Client within 30 days of providing a concept Artwork and this Artwork will be determined as the final accepted Artwork. Minio Design will then invoice the Client for final payment of total project and non-payment will result in collection processes. Legal action may also be taken by the Company to recover all monies owed.

EXCESS WORK

This is defined as any work involving additions to the list of items defined in the Project Proposal or changes to all pieces of finished artwork after sign off by an authorised representative of the client.

From time to time the client will require extra design requirements during a project, or extra files upon completion of a project. The client will be informed that the alterations or changes requested fall outside the scope of the original estimate. If the client wishes these alterations to be made they must agree in writing, and a fee of \$80 (plus GST if applicable) per hour will be payable.

Should additional design not initially quoted for be requested during the design process, a progress payment will be payable prior to further work being carried out. Otherwise, all additional costs will be added to the final invoice, payable prior to delivery of design files.

Publication and/or release of work performed on behalf of the client by Minio Design may not take place before cleared funds have been received.

Any booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the contract is terminated by the client, after work has commenced.

APPROVAL OF FINAL ARTWORK

While Minio Design takes all care to avoid errors we accept no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. The client to proof read and approve all final copy before the production of artwork. The email verification of the Client's Representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation. No refunds or reprints are given after a final approved design has gone to print due oversights by "The Client's" proof reading.

PRINT RETURNS AND REFUNDS

It is agreed that Minio Design is not responsible or held liable for any errors contained in the final product after the final product has been approved by the client, (approval may be given either verbally or in writing), committed to print or posted in view of the public. Minio Design will not be held responsible for any changes or amendment made after approval. It is the sole responsibility of the client to notify Minio Design of any such errors during the revision cycle and before the final files have been generated.

In the event of a need to reprint due to errors in content, the client must inform Minio Design within 3 days of product acceptance, and must return the product (at the cost of the client) within 10 days of acceptance for assessment.

As re-printed projects or orders MUST be prepaid.

PRINT ORDERS

Printing for new customer will not commence until full payment for artwork and print services is received. The current average turnaround time for printing is 5-10 working days dependant on the product type. This period commences at date of Client approval of Artwork proof and payment.

With all printing there may be some colour variations from electronic visual representations of Artwork and previous orders to the final printed Artworks. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at the expense of Minio Design.

Delivery: Minio Design cannot be held liable for printing products that are damaged, lost or delayed when delivered by post or courier although the utmost care will be taken to ensure the products arrive on time and undamaged.

Should our couriers not be able to deliver any orders due to insufficient or incorrect address details, or if the address is unattended (no one is there) the goods will subsequently need re-delivery. An invoice for re-delivery fees will be issued.

Providing Artwork: Please note there can be a trimming variance of plus or minus one millimetre due to automated cutting systems (no guillotine). Please allow for this when setting up artwork (i.e. allow between 2 – 3mm bleed all around and keep important information 2 – 3mm in from trim lines).

If incorrect artwork or setup of artwork has been supplied then Minio Design cannot be held responsible for errors in the end result.

WEBSITE DESIGN POST- COMPLETION ALTERATIONS

Once web design is complete, Minio Design will provide the customer with the opportunity to review the resulting work. Minio Design will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Minio Design by e-mail. Minio Design will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period. An hourly fee after this time for tweak and amendments is payable of \$80 AUD plus GST if applicable.

LIABILITY & LITIGATION

It is agreed that all work and materials provided for the client by

Minio Design will be free and clear of all liens and encumbrances and may be lawfully used by the client without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright trade secret patent or trade mark rights of any third party.

It is agreed that Minio Design indemnify and hold the client harmless from and against all claims for injury or death to persons or damage to property (including cost of litigation and legal fees) caused by, arising from or incidental to the services to be performed during the performance of the work outlined, except any such claims which are caused by the negligence of the client or its employees, and it is agreed that we shall notify the client in writing of full details of any such claim.

Under no circumstances shall Minio Design be liable to the client for an indirect or consequential loss suffered by the client relying on the information included in the Supplies prepared by Minio Design including (without limitation) loss of profit, loss of Contracts or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the Supplies only, not to include claims for delays, out of sequence working, non productive overtime, award of costs, etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

COPYRIGHT & OWNERSHIP

Minio Design retains full ownership of design concepts and materials it produces. Once a final concept is delivered to a client and full payment is received, the final product is then provided to client as a print or web ready artwork. Unused concepts remain the property of Minio Design and may still use paid-for concepts in its promotional materials and in its design portfolio. Unless the client requests otherwise, Minio Design retains the right to display a small byline claiming design credit on works it produces, except for corporate stationery.

This granting of copyright does not extend to the use of design proposals and concepts submitted to but not approved for the work outlined. Until final payment Minio Design retains ownership of all artwork and website architecture. Minio Design reserve the rights to all digital artwork (working/source files) created, clients will only be provided a final product for its intended use. Minio

Design reserve the rights to certain elements used to create your images including fonts, patterns, stock images, textures, colour palettes and other non exclusive items.

Minio design reserve the right to use stock images in the creation of designs if required. Costs of this will be outlined to the client prior to purchase if not included in the proposal quote.

Other than for the promotional use of Minio Design, all services provided shall be for the exclusive use of the client's said purposes only. Designs may not be used for other promotional items, website or printed materials without permission. Upon payment of all invoices, reproduction rights for all approved final designs created by Minio Design shall be outlined in the Project Proposal. For additional usage, price will be assessed as needed.

In accordance with the Australian Copyright Act (1968), 'licensing of copyright is subject to a mutual agreement made between client and designer'. Copyright will remain property of Minio Design till such time an agreement is in place. As part of Minio Design terms of business, the copyright licence is automatically released to the client on receipt of final payment for the commissioned work. Minio Design reserve the right to use all artwork produced, concepts produced in the course of the project (including those concepts not selected) and revisions for the purposes of promoting Minio Design in print or digital media portfolios, social media and blogs, except where the client has specifically requested in writing otherwise.

DISCLAIMER

Graphic design, strategy, photography and marketing are all highly creative and subjective art forms. As such Minio Design takes every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however Minio Design cannot be held responsible for variations between expectation and outcome.