



# TERMS OF TRADE

- 1 Interpretation
  - 1.1 Information – relates to any design information or instruction including but not limited to CAD files, specifications, photographs, sketches, verbal or written comments.
  - 1.2 Conclusion of Job – considered if all services have been fulfilled and typically (thou not limited by) the receipt of the *Final Artwork (Artwork Handoff)* and the delivery of artwork as CD, hardcopy or other.
  - 1.3 Customer – as indicated in the *Job Evaluation*. Is the person or company named as client, and becomes both the Authorised Agent and Billable Client. Unless where full billable details have been filled out and signed by the billable client. In this case the account becomes a cash sale basis.
  - 1.4 Deneb Design Terms & Documents
    - 1.4.1 Services – any work undertaken by Deneb Design in relation to the Job.
    - 1.4.2 Job – a collection of services to fulfil a specific requirement, such as the production of an artwork image.
    - 1.4.3 Artwork / Image – a computer graphic stored as an electronic file.
    - 1.4.4 *Agreed Job Service & Price* – Customer signed Job Evaluation or Variation
    - 1.4.5 *Job Evaluation* – details services and prices
    - 1.4.6 *Variation* – notice of variation to *Agreed Job Service & Price*
    - 1.4.7 *Final Artwork (Art Handoff)* – letter issued indicating final works attached and delivered and conclusion of project as described under the Job Evaluation.
    - 1.4.8 *Authorised Agent* – Deneb Design customer who instructs and transfers ownership of debts incurred to Billable client.
    - 1.4.9 *Billable client* – client who does not instruct Deneb Design but who assumes all debts associated with the instructions of the Authorised Agent.
    - 1.4.10 *Termination notice* – receipt of written document detailing the termination of the Job.
- 2 Application
  - 2.1 These Terms apply to all services provided by Deneb Design.
  - 2.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding unless confirmed by Deneb Design in writing.
- 3 Prices
  - 3.1 Prices are determined by the Job Evaluation document and are an indicative guide based upon the information and required service presented at the time of writing the Job Evaluation.
  - 3.2 The Job Evaluation is required to be signed, dated and returned by the customer to Deneb Design. At which stage the documented service and price becomes the *Agreed Job Service & Price*.
  - 3.3 The *Agreed Job Service & Price* is billed at completion or as a Progress Payment as a Tax Invoice.
  - 3.4 Progress Payment – as documented in the *Agreed Job Service & Price*, and consists of a percentage payment per services completed or as a per stage amount. A stage amount is where a definable stage has been completed and has been itemised as an agreed standard of service and price in the *Agreed Job Service & Price*
- 4 Variations to the Agreed Job Service and Price
  - 4.1 Variations will occur if the information or required service is altered.
  - 4.2 Variations in costs, services, information or any aspect related to the completion of the service provided by Deneb Design are to be in writing and submitted when the party (either customer or Deneb Design) is made aware of the variation.
    - 4.2.1 A variation document is then issued by Deneb Design that details the effects of the variation in terms of the service and price as instructed in the *Agreed Job Service & Price*.
    - 4.2.2 The variation document details the net effect on the entire job in respect to service and price and is required to be signed, dated and returned to Deneb Design.
    - 4.2.3 Under tight deadlines, it will assumed the variation note has been accepted unless instructed otherwise.
    - 4.2.4 The completed and signed variation document then becomes the current *Agreed Service & Price*.
  - 4.3 If after a period of thirty days the variation document has not been signed and returned to Deneb Design then a Termination notice by Deneb Design will be issued.
- 5 Terms of Payment
  - 5.1 Payments owing to Deneb Design by the customer are described by a Tax Invoice.
  - 5.2 A Tax Invoice is issued at the conclusion of the Job, or at the time of an agreed Progress Payment as indicated in the *Agreed Job Service & Price*.
  - 5.3 Payments are to be made direct to Deneb Design, without any deduction or discount.
  - 5.4 Payment must be made within the trading terms as described on the invoice or at a maximum of thirty days of date of receipt of Tax Invoice.
- 5.5 Interest is payable on all overdue accounts calculated on a daily basis at the rate of 2% per month from the due date for payment until payment is received by Deneb Design.
- 6 Termination
  - 6.1 Termination of the Job is determined by the completion of ONE of the following
    - 6.1.1 Receipt of Termination notice issued by Deneb Design to customer.
    - 6.1.2 Artwork Handoff notice has been issued and no further instructions have been received in writing by Deneb Design within a period of 7 days.
  - 6.2 Termination by the customer is required in writing but does not influence the *Agreed Job Service & Price* until ONE of the following
    - 6.2.1 Deneb Design issues a Termination notice.
    - 6.2.2 A period of thirty days elapses from the receipt of the customer's letter asking for termination of the Job.
- 7 Schedule of Pro rata Payment
  - 7.1 In the event the *Agreed Job Service & Price* is not completed in full, as instigated by a Termination, a schedule of payment is to be used to determine the Tax Invoice.
  - 7.2 The Tax Invoice will be determined by the percentage payable of the *Agreed Job Service & Price* per the amount of service completed by Deneb Design, at a rate such that 100% of work completed entitles 100% of the amount stipulated by the *Agreed Job Service & Price* (pro rata basis for calculation).
  - 7.3 The amount of service completed is to be documented and submitted with the Tax Invoice, and may include but is not limited to, black and white printouts or emailed images of CAD / 3D data, printouts or emailed proof images, photocopies of finished artwork.
- 8 Default
  - 8.1 If payment is not received by Deneb Design for the full amount as listed in the Tax Invoice and / or Statement within the terms of account then the following will occur:
    - 8.1.1 At the discretion of Deneb Design, without further notification, a Debt Collection agency will be employed to administer the customer's account.
    - 8.1.2 Further any additional expenses incurred by Deneb Design in the appointment of a debt collector will be added to the customers account.
    - 8.1.3 The customer will incur the full cost of debt collection.
    - 8.1.4 The customer will incur all legal fees and costs associated with the recovery of monies owed to Deneb Design.
- 9 Transmittance
  - 9.1 An email is assumed to be received if no return error is received within 24hrs of sending.
  - 9.2 All attachments to emails are assumed to be received and opened / viewed upon 24hrs of sending an email or at close of business on next working day.
  - 9.3 No responsibility for the cause of receipt of any electronic information sent by Deneb Design is accountable, including but not limited to the accidental or unknown transmittance of virus/worms software or files.
- 10 Copyright and Intellectual Property
  - 10.1 All material and information received by Deneb Design is assumed to be the exclusive copyright of the sender unless clearly stated otherwise in the material.
  - 10.2 All material and artwork produced or transmitted by Deneb Design is the intellectual property of Deneb Design. All copyright remains with Deneb Design until such time as the customer pays all accounts, in which time the copyright may be transferred to the customer.
  - 10.3 All artwork produced on behalf of a customer automatically becomes the copyright property of both the customer and Deneb Design – not with standing 10.2
  - 10.4 Where the customer uses artwork in any publication, credit must be provided to Deneb Design where matters of creation of such artwork is concerned.
  - 10.5 Where artwork is used or transmitted to other parties outside the customer, credit and copyright must be clearly indicated as Deneb Design.
- 11 Artwork
  - 11.1 All artwork is a compilation of various techniques and information and as such can only ever be used as an artistic impression.
  - 11.2 No responsibility for the use of artwork is accepted by Deneb Design. No consequence of the use of artwork is the responsibility of Deneb Design.
  - 11.3 Artwork including but not limited to, sun modelling and photomontage, remain artistic impressions, with no certification as to the accuracy of the image accepted by Deneb Design.

END 12/07