

# LEOGRAPHICS STUDIO

## TERMS AND CONDITIONS

### Definitions

In these conditions 'the Customer' means the person, firm or company who commissions the services of Leographics Studio 'LGS'. By commissioning LGS to undertake work 'the project' on their behalf, the Customer agrees that these Terms and Conditions of Trading define our working relationship. All projects, services or goods that LGS may be contracted to produce or provide for the Customer will be subject to the following:

### Fees

For each project, the Customer will receive an estimate outlining the project specifications and estimated fees for our time based on our current hourly rate and, where appropriate, any goods and professional services commissioned by us in order to complete the project. We will begin work upon the customer's written or oral approval of the estimate and this will constitute an agreement between us. The Customer agrees to pay LGS in accordance with the terms specified in each proposal/estimate. Estimates are valid for 30 days from the date on the estimate.

### Confirmation

Written confirmation accepting our estimate or a purchase order is required before work can commence.

### Approvals

In the case of printed work, the client will be required to approve and sign off designs, copy, artwork and proofs before final printing can begin. ODC will take reasonable precaution to ensure accuracy of text on visual materials, but ultimate responsibility lies with the client.

### Cancellation

(a) In the event that any job is cancelled by the customer after having been placed with LGS, the customer will be responsible to LGS for the cost of artwork carried out and other costs incurred by LGS up to the date of such cancellation. In addition, the customer will be responsible for paying any cancellation fee incurred by LGS to any sub-contractor of LGS which becomes due and payable as a result of such cancellation.

(b) Any cancellation must be in writing and must be sent or delivered to LGS and shall be deemed effective only as at the date received by LGS. Nothing herein shall constitute a penalty and both LGS and the customer agree that any cancellation fee referred to herein is a fair and proper assessment of LGS's loss.

### Payment

Unless otherwise agreed, all Customers will be required to pay 50% of the project cost before work can begin, all subsequent balances due are payable upon artwork approval. Payments may be made by check or previously agreed electronic funds transfer. Returned checks will incur an additional fee of Php 2,500 or \$60.00 USD per returned check.

### Revisions and alterations

New work requested by the Customer and performed by LGS after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a revised proposal/estimate to you, and both parties must agree to a revised additional fee before further work proceeds. Author's alterations and other copy changes requested after layouts or mechanicals are completed are billed at our standard hourly rates. Overtime and rushed orders Estimates are based on a reasonable time schedule, and may be revised to take into consideration your 'priority scheduling' requests requiring overtime and/or weekend working. Knowledge of your deadlines is essential to provide an accurate estimate. In addition, our suppliers may mark up their charges in respect of work required in a hurry.

### Warranty of Originality

LGS warrants and represents that, to the best of its knowledge, the work any and all assigned is original and has never been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the work prepared by LGS does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of RGI's product which may infringe on the rights of others. CLIENT DOES AGREE THAT IT WILL HOLD LGS HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF LGS'S PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

**Exclusion of liability**

Under no circumstances whatever shall LGS be liable for losses special to the particular circumstances of the Customer, indirect or consequential loss including loss of profits, damage to property or wasted expenditure. Without prejudice to the other provisions of these conditions, LGS's liability shall not exceed the total of the contract fees for the project. The fees for any project are based on the assumption that the liability of LGS and Customer are as set out herein. Nature of copy and property belonging to others The Customer agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. The Customer is responsible for all trademarks, copyright and patent infringement clearances and is responsible for arranging, prior to publication, any necessary legal clearances, licenses, and usage or royalty payments.

**Errors and omissions**

It is the Customer's responsibility to check proofs carefully for accuracy in all respects, including but not limited to prices, spelling, dimensions and distances. LGS is not liable for errors or omissions. The Customer's signature or that of his/her authorized representative is required on all proofs or artwork prior to release for printing or other implementation.

**Sub-Contracting**

LGS shall be entitled to sub-contract any work agreed to be supplied under any booking to any third parties as LGS shall in its absolute discretion think fit but LGS shall not be responsible to the customer for any delays occasioned by a subcontractor failing to meet deadlines imposed upon it by LGS for completion of any job for any reason outside the direct control of LGS.

**Publicity**

LGS reserves the right to publicize work produced for the client other than when contractually bound not to do so. LGS requests all printed literature designed by LGS to have a discreet reference number for digital archiving and a design credit to avoid passing off.

**Property and suppliers performance**

LGS will take all reasonable precautions to safeguard property entrusted to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property. We will use our best efforts to guard against any loss arising from the failure of our suppliers, media, or others to perform in accordance with their commitments; LGS is not responsible for failure on their part. We cannot in any way be held responsible for quality, price, performance or delivery of materials made or supplied by others where the work has been placed directly by the Customer or his agents.

**Lien**

All materials or property belonging to the Customer, as well as work performed, may be retained as security until all just claims against the Customer are satisfied.

**Rights of ownership / Retention of Title**

The ownership and copyright of any design or any other material prepared by LGS hereunder shall remain with LGS until all sums owing and due to LGS by and from the customer (whether in respect of an invoice relating to such material or otherwise howsoever) have been paid in full. If a choice of design is presented, only one solution is deemed to be given by LGS as fulfilling the contract, all other designs remain the property of LGS. LGS reserve the right to demand payment in full before any design or other material is supplied to the customer. We reserve the right to photograph and/or distribute or publish for our firm's promotional and marketing needs any work we created for you, including roughs, visuals, mock-ups and presentations, as samples for our portfolio, newsletter, brochures, presentations, website and for entry for awards. We will endeavor to store files on computer disks for a period of 6 months beyond the delivery of a job. Thereupon, we reserve the right to discard them without notice.

**Design Credits**

The customer agrees to allow LGS to place a small credit on printed material, exhibition displays, advertisements materials or any design work and/or a link to LGS's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page or artwork.

The customer also agrees to allow Leographics Studio to place designed websites and other designs artworks, on LGS's own website for demonstration purposes and to use any designs in its own publicity and portfolio.

**Limitation**

The Customer will indemnify and hold LGS harmless for any loss or expense (including legal fees) and agree to defend LGS in any actual lawsuit, claim or action arising in any way from our working relationship. This includes, but is not limited to claims made against

the Customer and any of its products and services arising from the publication of material that we prepare and the customer approves before publication.

**Force majeure**

Production schedules, storage of files and property belonging to the Client will be established and adhered to by both Customer and LGS, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, industrial dispute or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the Customer or LGS. Where production schedules are not adhered to by the Customer, final delivery date or dates will be adjusted accordingly.

**General**

The validity and enforceability of this agreement will be interpreted in accordance with the laws of Philippines but LGS reserves the right to bring proceedings in connection with this contract in any other court of competent jurisdiction. Failure by LGS to enforce any of these conditions shall not be construed as a waiver of that condition or any other condition.