

TERMS AND CONDITIONS

The terms and conditions listed below, apply to all clients' graphic design, printing and shopping service requirements what provided by Pro Designer Shop Ltd, have the meanings hereby assigned by anyone, it being understood that the terms defined in the singular are also referred to in the plural, and viceversa.

The sequence Terms and Conditions:

- 1. The copyright of all design, idea, visual and printed cases are reserved, can not be copied and shared with third parties without prove a written permit.
- 2. In case of multiple option of designs and products submitted for a requirement during project, only confirmed and invoiced ones would be provided to the customer, any other designs and products would be kept by only by Pro Designer Shop Ltd.
- 3. VAT would be always applied in addition to prevalent rates and prices.
- 4. Any domestic or international shipments would be additional on request.
- 5. Pro Designer Shop Ltd may visit the customers regularly or invite them to it's office meeting room for inquiries. Otherwise, contact with the customer via corporate email or post in sequence of any inquiries, estimate quotations, orders, payment and finalise the jobs, except urgency.
- 6. Any written (preferable) or verbal estimation, are for the listed and mentioned services only. In case of any additional services required to complete a project, it will be quoted in advance and charged extra.
- 7. A signed purchase order or written confirmations by email or post services will need to be paid in advance before commencing on the job without any special agreement. A separate PO/invoice may need to be raised for any extras such as design, distribution, storage, deliveries or mailing.
- 8. All work is invoiced on completion of project, or the relevant hourly charge as previously agreed.
- 9. All estimates are based on expected or agreed design time and corrections where alterations are called for by the client, or if additional changes are required by client.
- 10. Where there is a change of brief, the company will inform the client in advance of any extra costs likely to be incurred.
- 11. All projects are planned to an agreed schedule. Non-adherence to this schedule by the client may result in compromising final delivery deadlines. If this is likely to occur, the company will advise the client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
- 12. Whilst every effort will be made to achieve agreed delivery, the company cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of the company's control.
- 13. It is the responsibility of the client to inform the Company in writing of any changes of address (whether this be registered, invoicing and/or delivery address).
- 14. For all new clients payment for the full or part amount + VAT may be requested in advance of commencement, as agreed between parties. For any subsequent invoiced work, the Company must receive full payment not later than 30 days after the date of Invoice. The company reserves the right to make a surcharge of 5% per month interest to accounts that are not paid by this time. Client credit screening may affect any subsequent credit agreement.
- 15. Once a client has agreed to the company's current Terms and Conditions on a credit account with the company, Pro Designer Shop Ltd shall invoice in project stages e.g. Stage 1 Conceptual Design, Stage 2 Detailed Design and Design Development etc. Upon stage completion unless where exceptional terms have been agreed with the client.
- 16. Pro Designer Shop Ltd reserves the right to invoice for any disbursements for part works carried out including third party costs incurred on a project should the project be unable to be completed



for any reason or has been delayed/put on hold by the client for a period of 4 weeks or more then stage invoicing will occur.

- 17. Pro Designer Shop Ltd would hold any supplied files, originals and materials for a period of up to 12 months. Resumption of works on the project would be completed according to the original schedule of costs so long as the project specification remained unaltered.
- 18. Disbursements on behalf of any client may result in a request for payment in advance.
- 19. Once final proofs/materials have been signed off, the company cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.
- 20. It is the responsibility of the client that all materials (including, but not limited to images, diagrams, logos, videos, data, as well as intellectual property in other media) supplied to Pro Designer Shop Ltd by the client will have the relevant copyrights, licenses and permissions for use in the commissioned project. Pro Designer Shop Ltd will not accept responsibility/liability for infringements caused by any wrongly supplied materials.
- 21. The company reserves the right to commission freelance support or outsource any job if it is felt it is in the best interests of the client. Any outsourced job remains the property/responsibility of the company and such services are deemed to be carried out 'indirectly' by the company.
- 22. As part of larger projects which involve third parties commissioned directly by the client, the company will not be held responsible in any way for services not carried out/managed directly or indirectly by the company.
- 23. Advice of any loss, quality or damage issues must be reported to the company within 3 working days of delivery and receipt (whether be printed or digital) as written. Pro Designer Shop Ltd shall not be liable in respect of any claim unless the mentioned requirements have been complied with.
- 24. Every endeavor will be made to deliver the correct printed quantity ordered, but estimates are conditional upon margins of 5%. The company reserves the right to change/alter ordered amounts in the clients best interest.
- 25. Whilst taking every care to protect all media and correspondence supplied, the company cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.
- 26. The company cannot guarantee the client exclusivity of any marketing concept, strategy, design or other intellectual property provided. It remains the client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the client by the company.
- 27. If at any point during the design or development cycle a client wishes to cancel, they may do so but will be invoiced an amount that Pro Designer Shop Ltd judges to be proportional to the amount of work completed on the commission and further compensatory charges for booked design time or printing press time or any other supply costs accruing.
- 28. The company reserves the right to the addition of our company credit on printed or digital projects unless instructed otherwise by the client and, to the use for self-promotion any work carried out for the client.
- 29. The company reserves the right to use both initial creative concepts and final approved design work for the purposes of the company's marketing activities (both online and offline) unless otherwise requested/agreed with the client.
- 30. Terms and Conditions may be changed at any time without prior notice to its clients. Notification will be posted at web site always and provided to the customer.
- 31. The client is agreeing fully to the company's trading Terms and Conditions by commissioning our services.