

trading terms

In the following document, The 'Client' refers to the company, business, sole trader or person who engages the services of Demon Graphics. By acceptance of a Demon Graphics quote, the Client agrees to the following Terms of Trade.

Deposits and Payment

We require a 100% deposit if the quoted project is less than \$500.00. For quotes over \$500.00 we require a minimum 50% deposit before we commence work, and progress payments will be invoiced at each stage of the project. For printing products, we require a 100% deposit prior to the start of any printing. If paying by cheque, the cheque must clear before deposit payment is considered to have been received. The balance is then payable upon delivery or project completion. Any outstanding debts will be referred to a Debt Collection Agent, and the costs incurred in the process will be invoiced to the Client.

Quotations

Quotations are valid for 30 days from date of quote (subject to sighting of material). Any additional changes or departure from the initial quoted brief will be charged at the current hourly rate of \$60.00 per hour, plus GST.

Job Approval

We ensure great care is taken in producing art and it is checked thoroughly to the best of our ability. The Client is responsible for checking and proof-reading the artwork at every stage and to notify Demon Graphics immediately in writing (by email or fax) of any required corrections or proposed amendments. **Approvals to proceed to print must be received in writing. Please send an email with 'ok to print'. Once an approval to print is received, Demon Graphics does not take further responsibility for errors.**

Late Artwork Changes

If the Client requests modifications after the completed work has been approved for printing, the Client agrees to pay additional costs that may arise.

Colour Variations

Please be advised that inkjet or email proof colours are an indication only and may differ slightly from the finished printed article. It is quite common to have colour variations between proofs and the finished product. Colour will also change when printed on different paper stocks due to the absorption of the inks, and between each individual print run. If exact colour reproduction is deemed crucial, a highly accurate colour proof will be supplied for an extra charge. This will add a slight delay to production time.

Artwork Production Time

Artwork production time and client deadlines will be discussed upon quote acceptance.

Printing & Delivery Time

Please indicate any deadlines at the quote stage or if any arise during the project. A firm delivery date will be advised once approval to print has been received (approximately 5–10 working days before delivery).

Product Availability

Products vary due to print availability and stock. Demon Graphics reserves the right to find suitable alternatives.

Copyright

It is the Client's responsibility to make sure that copyright is not being infringed at all times. Demon Graphics accepts no responsibility for material provided by the Client which infringes any copyright law.

Cancellation of the Project

Should the Client decide to cancel the project they will be liable for all work done prior to the cancellation point and will be invoiced accordingly.

Ownership of Finished Artwork

Demon Graphics retains ownership and copyright to all artwork until the invoiced amount has been paid in full (this excludes all stock photography, as the licences is not transferable). Demon Graphics agrees to supply the Client a copy of the completed artwork created upon request, with the exclusion of stock photography.

Portfolio Rights

The Client agrees the right of Demon Graphics to use their work in any promotional material, whether it be in a Publication, Mailer, Television Commercial, Website or Multimedia document (for transmission via disk or email) for the purposes of promoting Demon Graphics.

Liability

Demon Graphics's liability is strictly limited to the value of the work carried out for the customer, and will not be liable for any losses direct or consequential due to errors or late delivery.

Demon Graphics reserves the right to:

- a) refuse to do business with any customer deemed to be a risk for bad debts;
- b) refuse any work which is deemed to be illegal or offensive;
- c) cancel its services to any customer at any time.