

## CommDesign – Terms & Conditions

### 1. Scope of Project

The scope of the services and fees pertaining to the Project is defined by the signed quote attached herewith ("the Quote"). Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept COMMDESIGN's terms and conditions, or an email acknowledging acceptance of the quotation. No work on a project will commence until acceptance of the quotation has been received by COMMDESIGN.

### 2. Payment

The schedule of payments shall follow the terms outlined in the Quote. All invoices will be emitted in conformity with the Quote. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount. Payments may be made by cheque or previously agreed electronic bank transfer. Publication and/or release of work done by COMMDESIGN on behalf of the client, may not take place before cleared funds have been received. COMMDESIGN reserves the right to withhold any deliverables on all accounts in default, and all license and ownership rights granted on accounts in default shall be suspended until said amounts have been fully paid. Should an account stay in default for more than 120 days, all such rights shall be annulled.

### 3. Project Interruption

We take pride in completing projects within a reasonable time frame. Any client delays (i.e. not responding, not submitting requested information and material, etc.) of more than 60 days will result in the project being considered completed, and all outstanding payments outlined in the Quote will then be due to COMMDESIGN in full. Any remaining work to be completed will be completed according to a new timeframe indicated by COMMDESIGN as per its reasonable availabilities.

### 4. Intellectual Property

Copyright is retained by COMMDESIGN on all design work including words, pictures, ideas, visuals and illustrations unless specifically assigned to the Client in the Quote or another written document signed by the Parties, and only after all fees charged have been settled, the whole as described in the Quote. Any artwork, images, or text supplied and/or designed by COMMDESIGN on behalf of the customer, will remain the property of COMMDESIGN and/or its suppliers. Client shall own a license to use said materials in the territory and for the purposes outlined in the Quote.

The customer may request in writing from COMMDESIGN, the necessary permission to use materials (for which COMMDESIGN holds the copyright) for purposes and within a geographic area other than for which it was originally supplied for according to the Quote. Such permission must be obtained in writing before COMMDESIGN will allow any of the aforesaid artwork, images, text, or other data to be used in a manner extending beyond what has been provided for in the Quote. By supplying text, images and other data to COMMDESIGN for inclusion in the Client's products, the Client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner, and shall indemnify and hold COMMDESIGN harmless against all claims made by third parties to the contrary. Charges for design work do not cover the release of copyright design files including indd, psd, ai, eps, png, fla or any other source files; if the Client requires these files, they will be subject to a separate quotation or 'buy-out' charge.

All design work – where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. COMMDESIGN will not be held responsible for any and all damages resulting from such claims. COMMDESIGN is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold COMMDESIGN responsible for any such loss or damage. Any claim against COMMDESIGN shall be limited to the relevant fee(s) paid by the customer.

### 5. Additional Services (Scope creep / Revisions)

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design (e.g. due to change of original briefing) will be liable to a separate charge. The customer also agrees that COMMDESIGN holds no responsibility for any amendments made by any third party, before or after a design is published. Additional services can be requested by the

Client in writing, for acceptance at COMMDESIGN's discretion. All such services will be governed by these terms and conditions. The number of revisions included shall be specified in the Quote. Any further or additional revisions shall have to be quoted separately and agreed upon in writing by COMMDESIGN.

### 6. Licensing

Any design, copywriting, drawing, idea or code created for the customer by COMMDESIGN, or any of its contractors, is licensed for use by the client for the purposes described in the Quote.

### 7. Design Credits

The Client agrees to allow COMMDESIGN to place a small credit on printed material, exhibition displays, advertisements and/or a link to COMMDESIGN'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. The Client also agrees to allow COMMDESIGN to place websites and other designs, along with a link to the client's site on COMMDESIGN's own website for demonstration purposes and to use any designs in its own publicity and portfolios for promotional purposes.

### 8. Project Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, COMMDESIGN will need formal notification within 7 days in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. It is understood that any instalments made by the client does not necessarily reflect the extent of the work performed, as this will be established by COMMDESIGN in the event of any cancellation request by the client. The balance of monies due must be paid within 30 days. Please note: client will be liable for the full quoted cost of the project for any cancellation which is not formally confirmed in writing and received by COMMDESIGN within 7 days of such instruction being issued. All deposits made to COMMDESIGN are non-refundable but may be credited toward future projects. Client may not cancel a project if it is already in production, either with COMMDESIGN or at a third party supplier's. In the event of cancellation, Client shall be responsible to pay the "kill fee" outlined in the Quote. Any and all license or right to use any materials prepared and/or delivered by COMMDESIGN shall be automatically annulled in the case of a project cancellation.

### 9. Disclaimer

COMMDESIGN makes no warranties of any kind, expressed or implied, for any and all products and/or services that it supplies. COMMDESIGN will not be held responsible for any and all damages resulting from products and/or services it supplies.

COMMDESIGN is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, for any cause whatsoever. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold COMMDESIGN responsible for any such loss or damage. Any claim against COMMDESIGN shall be limited to the relevant fee(s) paid by the customer.

COMMDESIGN reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. COMMDESIGN will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

COMMDESIGN and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. COMMDESIGN recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

### 10. General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. The laws of the Province of Quebec shall govern this agreement, and the parties attorn to the courts having jurisdiction in Montreal, Quebec. Les parties ont exigé que cette entente soit rédigée en langue anglaise.