



## 1. GENERAL

Catherine Stolarski Design shall charge for work at prices stated on our hourly rate, current at time of order, unless agreed otherwise in writing before the work starts.

All prices quoted are assumed to be exclusive of materials and delivery charges.

## 2. QUOTATIONS

Catherine Stolarski Design will quote prices and estimate delivery times for any Services upon request.

a) Quotes and delivery estimates are provided subject to sight of final brief.

b) Client is urged to check specifications and conditions in any quote. All additional work, requested outside of the original brief and provided quote, shall be chargeable at our standard hourly rate, unless otherwise agreed in writing.

c) Quotes are checked for accuracy. However, Catherine Stolarski Design reserves the right to decline work if an error occurred in the quote.

d) A copy of the Acceptance of Quotation (if provided) must be returned signed and dated before the commencement of any work can begin. This will be accepted as indication that these terms & conditions have been read and agreed to.

## 3. PAYMENT

Client shall pay invoices for design work ordered within 14 days from the date of invoice unless otherwise stated on the invoice.

Catherine Stolarski Design reserves the right to charge interest on all overdue sums (including interest charges for late payment) at the rate of 2.5 % per month, payable on demand.

Payment should be made via bank transfer.

## 4. EXPENSES

Catherine Stolarski Design may incur costs (including but not limited to travel, lodging, and other costs incidental to the Services) for which it shall be reimbursed by the Client. Catherine Stolarski Design will obtain approval from the Client prior to incurring such costs.

## 5. DELIVERY / DELAYS

Lead times for Services starts on the invoice issue date, not from the time of the file submission.

The Client will assume any printing, hosting, binding, shipping or insurance costs related to the project. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with Client.

Catherine Stolarski Design shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of Client, unusual transportation delays, unforeseen illness, or external forces beyond the control of Catherine Stolarski Design. If such event(s) occur, it shall entitle Catherine Stolarski Design to extend the completion/delivery date, by the time equivalent to the period of such delay.

Catherine Stolarski Design reserves the right to charge extra for work which, as a result of being supplied late, must be executed more quickly than originally agreed.

If work is delayed without prior arrangement, by more than seven days due to Client approvals, material supplied late, or for any reason that is beyond the control of Catherine Stolarski Design, Catherine Stolarski Design shall be entitled to payment for all work already carried out, whether or not completed or delivered.

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned to/and retained by Catherine Stolarski Design and a fee for work completed, based on the payment schedule/hourly rate and expenses already incurred, shall be paid by the Client.

Catherine Stolarski Design reserves the right to charge an additional cancellation fee of £200.

## 6. VERBAL INSTRUCTIONS

Client is urged to issue all instructions in writing and to confirm telephone instructions by email.

Catherine Stolarski Design will use its best endeavours to follow instructions given verbally, but shall except no responsibility or liability for work carried out on this basis.

## 7. LIABILITY

Catherine Stolarski Design will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or any indirect incidental, exemplary, special, punitive or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract, warranty or otherwise our maximum aggregate liability under these terms and conditions whether in tort (including negligence) or otherwise shall in no circumstances exceed the fee received from the Client by Catherine Stolarski Design for the relevant order.

Catherine Stolarski Design cannot be held liable for any errors, failures, defects, or delays in the work caused by the supply of unsuitable specifications, instructions or material supplied by the Client.

a) All dimensions supplied by the client are received as final copy and is assumed to have been fully proof checked. Any dimensional data not indicated, will be assumed to be coherent with any supporting final CAD data.

b) Final designs are prone to change due to manufacturing requirements, as set by the final manufacturer. Catherine Stolarski Design will aim to fulfil any DFM criteria, early in the process but any such decision lays with the final manufacturer.

c) Catherine Stolarski Design is not liable for any copyright infringements of imagery supplied by the Client for use in any project. It is assumed that copyrights or permissions are assigned to them to use such imagery.

d) Catherine Stolarski Design shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the Client. It is agreed that it is the Client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product.

## 8. FORCE MAJEURE

Catherine Stolarski Design shall have no responsibility to Client in the event of any failure, delay or default due in whole or part to:

a) Circumstances beyond the control of Catherine Stolarski Design.

b) Fire, power failure, mechanical or software failure, media storage corruption and unavoidable shortage of materials.

c) Industrial disputes or third party actions.

## 9. OWNERSHIP

All services provided by Catherine Stolarski Design under this Agreement shall be for the exclusive use of the Client. Upon full payment of all fees and expenses, reproduction rights for all approved final designs created by Catherine Stolarski Design for this project shall be granted.

Until work carried out by Catherine Stolarski Design is paid for in full, including the interest for late payment, legal and beneficial ownership shall remain with Catherine Stolarski Design.

## 10. INTELLECTUAL PROPERTY

All original artwork/files created by Catherine Stolarski Design or parts contained therein, whether preliminary concepts or final visual presentation remains the property of the Catherine Stolarski Design and may not be used by the Client without the written permission of Catherine Stolarski Design.

Catherine Stolarski Design is entitled to claim authorship for designs / products reproduced wholly or substantially to its design.

The Client agrees to give us credit where appropriate in all press, publicity and online material and a live link to Catherine Stolarski Design website on Client's home page as long as the design is being used. Catherine Stolarski Design appreciates the opportunity to see such material before publication.

Catherine Stolarski Design retains the right to use the completed project and any preliminary designs for the purpose of self-promotion, design competitions, future publications on design, educational purposes, marketing materials, on-line posting on Catherine Stolarski Design website and physical portfolio. Where applicable the Client will be given any necessary credit for usage of the project elements.



## 11. INDEMNITY & LIBEL / OBSCENITY

Client shall fully and effectively indemnify Catherine Stolarski Design against all costs, expenses, damages and losses in connection with any third party proceedings with respect of goods produced, worked on or work carried out by Catherine Stolarski Design, including claims and proceedings relating to copyright, trademarks, patents, industrial property, libel and obscenity.

## 12. CLIENT DEFAULT

If the Client shall be in default, or if Catherine Stolarski Design has reason to believe that the Client will be unable or unwilling to discharge its obligations, then

Catherine Stolarski Design may cease work without any liability and give notice to the Client that payment for anything supplied under the contract between the two parties is due and payable immediately.

Without prejudice to other remedies, Catherine Stolarski Design shall in respect of all unpaid debts due from the Client have a general lien on all good and property in its possession, and shall be entitled to dispose of such goods or property as it thinks fit in order to apply the proceeds towards such debts.

## 13. CONFIDENTIALITY

All correspondence and documents provided will be treated as confidential between the Client and Catherine Stolarski Design, unless consent has been granted by both parties involved.

## 14. SUBCONTRACTS

Outside of our core services Catherine Stolarski Design may subcontract work to a third-party, but Catherine Stolarski Design shall remain liable to the Client for this work. We add a discretionary mark-up / handling charge at industry standard rates unless agreed otherwise in writing, with the Client prior to commencement of this work.

## 15. DIVISIBILITY OF CONTRACT

All contracts between Catherine Stolarski Design and its clients are divisible. Each delivery made shall be deemed to arise from separate contract, and shall at Catherine Stolarski Design's discretion be invoiced separately.

## 16. DIFFERENT CONDITIONS

These terms and conditions set out the full extent of our obligations and liabilities in respect of the Catherine Stolarski Design services. As set out, there are no warranties, conditions or other terms that are binding on us regarding the supply of Services.

These conditions override any differing conditions which may appear on the Client's order, and may be modified only with the written consent of Catherine Stolarski Design.

## 17. GOVERNING LAW

The resolution of any dispute shall be governed by the Laws of England.