

TERMS & CONDITIONS

Copyright

1. The copyright for the project remains with the illustrator.
2. The client is granted a license for use. The extent is agreed on between client and contractor.
3. The contractor may use the project for self-marketing purposes in print and online.
4. If the client uses the created project outside of the defined license, the contractor will subsequently charge a fee for the extension of the license.
5. Only after the project has been paid in full by the client do all rights of the license pass over from the contractor to the client.
6. The client is not permitted to pass the license on to third parties without the consent of the contractor.

Payment

7. The client agrees to pay the agreed amount in two parts:
 - (I) 50% deposit of the project value when the order is placed, but before the contractor begins work.
 - (II) 50% payment of balance within 14 days of receipt of invoice after the completion of the order but before project delivery.
 - (III) If a payment is not made on time, the contractor will charge a late fee of EUR 10,00 and an interest rate of 9,2 percentage points above the applicable base rate for each calendar year commenced.

Cancellation

8. If the collaboration is terminated by the client after the order has been placed, the following cancellation fees are to be paid to the contractor:
 - (I) 25% of the order value if the contract is canceled before the contractor has started work;
 - (II) 80% of the order value if the order is canceled after the contractor has started work on the order;
 - (III) 100% of the order value if the order is canceled after the order has been completed;
9. In the event of cancellation, all rights and licenses remain with the contractor.

Express Processing

10. If the client requires express processing, the following express fees will be added to the order value:
 - (I) 50%-100% of the order value for completion within 5 business days;
11. The contractor is free to accept or reject express processing.

Changes

12. If the client changes the scope of the order or requires subsequent changes, additions or variations, the contractor is obliged to charge additional fees.
13. The contractor can reject changes and additions that significantly change the scope of the order.
14. The scope of the order includes two minor changes, so-called revisions. If further changes are required, a revision fee of EUR 75,00 excl. VAT will be charged for each correction hour started.
15. The client is obliged to contact the contractor within 10 working days after receipt of the intermediate steps of the order sent for approval and/or to announce his change requests. If this deadline is missed, the order is considered canceled by the client and the cancellation conditions defined in items 8 and 9 come into effect.

Delivery/Handover

16. The contractor commits to hand over the order to the client on the agreed deadline and to inform the client in good time of any foreseeable delays. In the event of an unreasonable delay, the client is free to cancel the order free of charge (unless it is the fault of the client himself).
17. The contractor shall not be liable for any consequential damage or damage caused by late delivery of the order.
18. The client must lodge an objection within 10 working days after receipt of the order if the order does not correspond to the agreement between the client and the contractor. If an objection is not made within this period, the client accepts the order.

Guarantees

19. Unless the order is based on the reference or image material provided by the client or otherwise agreed, the contractor guarantees that the order does not infringe any existing copyrights.
20. The client guarantees that all necessary permissions have been obtained for the use of reference or image materials provided by the client.
21. The client indemnifies the contractor against all claims and expenses, including legal costs, resulting from the use of the transmitted reference or image materials.

Property

22. The client receives the rights for the final, deliverable project order. The contractor retains ownership of all preliminary designs and services delivered to the client.
23. The contractor's project shall not be intentionally destroyed, damaged, altered, retouched or otherwise altered without the contractor's written consent.

Attribution

24. The client ensures that the contractor's name is attributed for editorial use and/or publication of the order.

Work Samples

25. The contractor is entitled to work samples of the order produced. The quantity is defined in the order. Without a definition, the contractor is entitled to at least 3 units.

The terms and conditions may only be changed by written agreement.