

1. GENERAL TERMS Fees for specific work will be detailed in an "Estimate." Work will not begin until the Estimate is approved by the client. Unless otherwise specified, all work agreed to will be based on reasonable time schedules. In cases where work to be done requires "rush services" or overtime, all additional costs incurred will be reflected in the billings to the client and shall be paid by the client. Garfinkle Design retains control of design, alterations, corrections and printing. All subsequent printing and changes shall be made through Garfinkle Design. Artwork commissioned will not be revised or adopted for purposes other than originally agreed without additional compensation to Garfinkle Design.

2. PAYMENTS 1/3 of the Estimate shall be paid by the client prior to initiation, by Garfinkle Design, of any work. 1/3 shall be paid upon clients approval of rough layouts. The remaining balance and all incurred fees shall be paid by the client upon receipt of the final work. The standard payment term is 14 days from the invoice date. Invoices not paid within 30 days will be charged the maximum interest rate permitted by law (wettelijke handelsrente) plus all collection costs incurred. The Client's usage license under Article 4 will be immediately suspended and The Client is not permitted to use any of the designs.

3. FEES AND EXPENSES In addition to fees quoted in the Estimate the client shall pay Garfinkle Design for all expenses, taxes, service advances and all other necessary and related "out-of-pocket" expenses related to the work. Unless specified in the Estimate these "out of pocket" expenses include but are not limited to such items as photography, illustration, color output, copywriting, retouching, color separations, printing, paper, messenger services, shipping, postage, and telephone calls. We reserve the right to not to begin, complete, or deliver any work until the appropriate fees are paid.

4. REVISIONS, ALTERATIONS AND CANCELLATIONS Client cancellations after completion of rough layouts, will result in a cancellation fee of 50% of the original estimate. Beyond this point, the cancellation fee will be 100% of the estimate, plus expenses. Changes or alterations requested after work has been approved (author's alterations, design modifications) or changes requested after file release, will be billed at an hourly rate.

5. LEGAL MATTERS **A.** We will not be responsible for any claims made by you or for any legal clearance incumbent on you. **B.** We are not responsible for loss, damage, destruction, or unauthorized use by others of such property nor are we responsible for the failure of other suppliers or vendors. **C.** We are not authorized to release any property or material which may be owned by others. This includes photographs, illustrations and lettering which is owned by the artists. Ownership can be signed away by these suppliers directly. Should ownership rights be desired or should you wish unlimited use of a piece of work, inform us and we will negotiate for such rights on your behalf. **D.** Unless the work does not lend itself to it, Garfinkle Design is entitled to have its name mentioned or deleted on the work. We reserve the right to use work which we produce for you in any reasonable way for our marketing needs. **E.** In the event that we sustain a loss as a result of a claim, suit, or proceeding brought against you as a result of the publication of material which you approved and authorized us to produce, you agree to indemnify us for any such losses. **F.** Should we be forced to retain attorneys to collect our invoices, all fees, costs and interest charges incurred will be paid by you. **G.** In cases where original artwork is given to the client in order to make reproductions, the client must take reasonable care and return it to Garfinkle Design. **H.** Ownership and copyright are retained by Garfinkle Design unless the client has purchased them. **I.** Unless expressly agreed in writing, the assignment does not include conducting research into the existence of patent rights and trademark rights. **J.** Garfinkle Design cannot be held liable for errors in text, data, or files if the Client has performed a final check and given approval for production or publication.

6. GENERAL WORKING AGREEMENT VALIDITY This paper, when signed by both parties, will constitute the entire working agreement between the parties. All future projects or services which may be contracted for your firm will be subject to this agreement. The validity and enforceability of this agreement is strictly governed by Dutch law. Any disputes arising from or related to this agreement will be submitted exclusively to the competent court in Amsterdam. This agreement forms the basis for our entire working relationship and shall not be modified or altered in any respect except by mutual agreement in writing.