



## TERMS AND CONDITIONS

7196 McTaggart Rd. • North Branch, MI 48461

The following terms and conditions apply to all between relationships between you, the client, and ourselves, i-TekSystems. By commissioning us to work on a project, you are agreeing to these terms in connection with our design and associated services.

### CHARGING FOR OUR WORK

All projects will be given a written quote of the cost in advance of the project commencing. The quote will be an estimate based on how long we expect the project to take, in terms of hours or days. It will also include the expected cost of bought-in and/or subcontracted goods and services.

Unless we have agreed a fixed fee in advance, our work will be charged out on an hourly/daily basis.

The final cost of a project will sometimes vary from the original quote supplied for a variety of reasons including;

- Changes made by the client to the project that we deem to be significantly different from the original brief.
- The client delaying, defaulting, or otherwise significantly disrupting the project and its agreed timescales.
- Unexpected increases in our overheads or expenses.
- Circumstances occurring that are not reasonably within our control.
- We will advise you in writing if this occurs before charging further costs.

In connection with your project, we will charge you for any materials and services we buy in from outside suppliers. For most bought-in goods or services, we will charge you at cost plus a minimum 17.5 percent handling fee. The same percentage will be applied to incidental costs such as travel and deliveries.

### ABOUT OUR INVOICES

You must pay our invoices in full within 10 days of the invoice date. We may charge interest on any arrears not paid after 10 days, at the rate of 5 percent of the outstanding balance each month until we have had payment in full.

### LEGAL RIGHTS IN THE PROJECT WORK

All copyright and other intellectual property rights in connection with our work on clients' projects, belong to us alone.

Once a project is complete and our invoices for it have been paid in full, you have the right, known as a license, to use our design work, for the purpose intended.

If you supply us with any work to incorporate into a design or in connection with the project, it is your responsibility to make sure that;

- you already own the copyright and all other rights in the work or
- you have the necessary license or other legal permission to use and reproduce it and
- our use of it will not infringe any third party rights

If you do not comply with these obligations, you accept that you will compensate us for any claims, damages, legal action or expenses we face as a result.

You must not alter or modify any of our designs or other work without our agreement. If you have our agreement, the changes must be made by us or under our supervision, at an hourly rate agreed between us.

Both you and we agree to do everything reasonably possible to protect each other's confidentiality.

If you let us have any items or material, you do so at your own risk. We are not responsible if they are subsequently lost or damaged.

We have the right, by writing to you, to cancel any commitments we have made,

- If you break any of your obligations under this agreement,
  - If you substantially change or call a halt to a project while it is still in progress.
- If you do break your obligations or if we cancel our commitments, you will immediately be responsible for paying any fees and expenses resulting from us carrying out your instructions up to the date of cancellation.

If you cancel a project, or place it on hold indefinitely, at any stage, we may invoice you in full;

- for all the work we have done up to that point, at our usual hourly rate,
- for any costs we face for outside supplies already ordered for the project.

If you call a halt to a project before it is finished, you have no copyright license or similar rights in the work we have done so far. Nor can you make use of our work or exploit it in any way.

### OUR RIGHT TO SUBCONTRACT

We are entitled to sub-contract any of the work to be carried out on your project.