



Terms and Conditions

Graphic Design & Artwork

Terms & Conditions

The following Terms and Conditions of Service apply to all graphics, designs and artwork services provided by Richco International. All work is carried out by Richco International on the understanding that the client has agreed to Richco International's terms and conditions.

Copyright is retained by Richco International on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. If a choice of design is presented, only one solution / option is deemed to be given by Richco International as fulfilling the contract. All other designs remain the property of Richco International, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, Richco International will provide the customer with a written estimate or quotation. The Terms and Conditions can be read on Richco International and Dinogrip website.

The estimate or quotation is to be accepted by the customer in writing via email. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Richco International terms and conditions. No work on a project will commence until either document has been received by Richco International.

Design Charges

Charges for design services and artwork to be provided by Richco International, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's written acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until Richco International has received this payment. Complimentary artwork is limited to a set number of given revisions. Richco International has the right to refuse additional artwork/revisions.

Charges for Other Service

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

Payment

The customer will be provided with an approval artwork / designs to review all work provided with an Invoice prior to final printing. At this time the remainder of the amount due will become payable by the customer. 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 can be made by cash, check, major Credit Card, or money order and/or previously agreed electronic funds transfer. Printing and/or release of work done by Richco International on behalf of the client, may not take place before cleared funds have been received. Once payment has been made, there will be no reimbursement of funds unless agreed by Richco International in writing.

Returned checks will incur an additional fee of \$50 per returned check. Richco International reserves the right to consider an account to be in default in the event of a returned check.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice or following a returned check. Customers whose accounts become default agree to pay Richco International reasonable legal expenses and third-party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Richco International for inclusion in the customer's business medium, the customer 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.



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Any artwork, images, or text supplied and/or designed by Richco International on behalf of the customer, will remain the property of Richco International and/or its suppliers.

The customer may request in writing from Richco International, the necessary permission to use materials (for which Richco International holds the copyright) in forms other than for which it was originally supplied, and Richco International may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Richco International, the customer grants Richco International permission to use this material freely in the pursuit of the design. Should Richco International, or the customer supply an image, text or any other file for use in any medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Richco International to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Richco International free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The customer also agrees that Richco International holds no responsibility for any amendments made by any third party, before or after a design is printed.

Licensing

Any design, copywriting, drawing or idea created for the customer by Richco International, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Richco International and any of its relevant sub-contractors.

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. Richco International will not be held responsible for any and all damages resulting from such claims. Richco International is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Richco International responsible for any such loss or damage. Any claim against Richco International shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to Richco International definition of acceptable means of supplying data to the company. Text is to be supplied to Richco International in electronic format as standard text (.txt), MS Word (.doc) via e-mail or other electronic methods. Images which are supplied in an electronic format, are to be provided in a format as prescribed by Richco International via e-mail or another electronic format. Images must be of a quality suitable for use without any subsequent image processing, and Richco International will not be held responsible for any image quality which the client later deems to be unacceptable. Richco International cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.



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Design Project Duration

Any indication given by Richco International of a design project's duration is to be considered by the customer to be an estimation. Richco International cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Richco International for the initial payment or by date confirmed in writing by Richco International.

Design Project Completion

Richco International considers the design project complete upon receipt of the customer's review and written approval. Once a project has been designed and emailed, there will be no refunds.

Rights of Refusal

Richco International will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Richco International also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Richco International does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Richco International to remove the contravention without hindrance, or penalty. Richco International is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, however, will need formal notification in writing either via email or 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. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Richco International within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Richco International makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Richco International will not be held responsible for any and all damages resulting from products and/or services it supplies. Richco International is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. 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 Richco International responsible for any such loss or damage. Any claim against Richco International shall be limited to the relevant fee(s) paid by the customer.

Richco International 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. Richco International will not knowingly perform any actions to contravene these and the client also agrees to be so bound. Richco International 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. Richco International 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.

Binding Arbitration

The parties to this contract agree that any and all disputes that cannot be settled in good faith by the parties shall be resolved through binding arbitration using the American Arbitration Association. It is further agreed that the cost of binding arbitration shall be shared equally by Richco International. It shall be clearly understood that any disputes that may arise are confidential with no public comment permitted in any form by either party relating to the dispute. The results of any Arbitration proceeding shall also be confidential with no public comment by either party permitted in any form relating to any award. The parties agree that any breach of this provision shall constitute a willful breach of contract.



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General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Richco International reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by Richco International and validated by the customer's acceptance of the estimate or quotation, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the customer and Richco International.