

AFM Promotions & Industrial Printers Terms and Conditions 2002:-1/07

When **AFM Promotion & Industrial Printers**, creates any new Illustration, the client is interviewed, based on the information supplied, an illustration can be generated.

The more information a client can provide during the interview the more we understand a client's needs.

The following terms and conditions underlines the relation between, Client the Author and AFM Promotions & Industrial Printers and what determines the interpretation of the Illustration and Artworks who owns the intellectual property and the outcomes for duplicating or copying an illustration without authorisation from the author.

Illustration & Artworks

Every client has the right to present an Illustration on file for AFM Promotions & Industrial Printers to generate the best possible outcome for you, the client under the following terms.

If the client wishes for the illustration or part of the illustration be created by AFM Promotions & Industrial Printers, all work is carried out by AFM Promotions & Industrial Printers on the understanding that the client has agreed to the Terms and Conditions, Terms and Conditions are subject to change.

1. The Client has every right to choose their own designer to generate these files to be used by AFM Promotions & Industrial Printers.
2. If a Client chooses to go to an independent Graphic Designer, the client must present a copy of the tax invoice or a Letter of Authorisation that the illustration presented to AFM Promotions & Industrial Printers will NOT compromise AFM Promotions & Industrial Printers that may endure in the breach of copyright laws.
3. In return the client understands that illustrations as draft generated by AFM Promotions & Industrial Printers may NOT be used for any other purpose than viewing. Illustrations may not be copied, edited or distributed to any other second party, (individual or company) other than those licenced under negotiation with AFM Promotions & Industrial Printers. Illustrations without prior permission from AFM Promotions & Industrial Printers will be a breach of copyright.
4. If the Client cannot provide ownership of the artwork:
 - a. A new illustration will be presented/created by AFM Promotions & Industrial Printers, under the conditions and the client agrees to meet these additional requirements:
 - i. AFM Promotion & Industrial Printers reserves the right to refuse the illustration presented.
 - ii. Generate a new creation that will meet the Terms and Conditions under the terms of AFM Promotions & Industrial Printers.
 - iii. Changes may be made to alter the design aspect at no additional charge.
 - iv. Illustrations supplied by AFM Promotion & Industrial Printers may not be used for any other purpose than the original application. Carried out within the compounds of AFM Promotion & Industrial Printers.
 - v. Charges for illustrations or illustration production are for just that. Illustrations will normally include commercial quality, press ready .pdf, .eps and other file extensions to be used only by AFM Promotion & Industrial Printers and secondary licenced party and remain the property of AFM Promotion & Industrial Printers, thus not provided to the client at any time, unless prior arrangement have been made.
 - vi. Copyright of all draft, Illustrations including final Illustrations remain the property of AFM Promotion & Industrial Printers unless otherwise stated and agreed in writing.

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(Full copyright of final illustration is passed to the client when the client meets with the acquisition terms of sale.)

- b. Unfinished illustrations remain the property of the AFM Promotions & Industrial Printers.
- c. If the client wishes to take the work; Please refer to “intellectual Property”

Alterations & Additions

The client agrees that changes, additions and alterations requested over and above the original illustration will be liable to additional charges. If the “illustration” gradually “grows or changes”, additional charges may not be indicated at the time, as each small change is often digested and where possible can be absorbed.

If a client continues to change the illustration, require additional inclusions, alterations etc., this will impact on the project’s completion time and extra charges will be applied. Corrections, changes to layout, replacement of minor text or images are normally included with any illustration charges thus not subject to be charged.

Adding additional content after the initial brief can sometimes add significantly to design time and therefore artwork charges.

- 5. Continued alterations after the illustration has been corrected will endure additional charges.
 - a. Repeating changes to a selection of a particular design not created originally by AFM Promotions & Industrial Printers, is charged accordingly and deducted from any amount of deposits received to cover the “deposit TAB”, Illustrations may stop all together until the TAB is restocked.
 - b. If part of the design within the illustration is altered, these changes will be charged accordingly.
 - c. These additional charges happen when the design has changed 75% to 100% and the original Illustration was scrapped the new original design will be charged according to the work involved.
 - d. All clients can use the illustration as the Final Artwork, under the condition the client places the order with AFM Promotions & Industrial Printers, when the illustration has not been handed over and otherwise the client is in breach of copyright laws.
 - e. An individual/Business that may not have the equipment to generate an illustration, AFM Promotions & Industrial Printers may charge the work to generate the illustration and the Illustrations remains the property of “AFM Promotion & Industrial Printers” until the intellectual property is paid in full.

(NOTE: The work to generate the illustration is separate to the value of the final illustration)

- 6. If the independent author, wishes to alter their original illustration and present readymade files, AFM Promotions & Industrial Printers takes No responsibility and:
 - a. The client agrees to supply all text and pictures required for the inclusion of any items to be designed.

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- b. It is expected that all text supplied has been checked for typographical and grammatical errors and has been approved by all parties that will have a final say in the sign-off of any items produced.
 - c. Additional expenses may be incurred for any necessary action, including, but not limited to, photography searches, media conversion, digital image processing and editing, or data entry services.
 - d. The client agrees that changes and alterations may be made to text and images (with their approval) to improve the design of any items produced (no additional charges for these improvements, this is included with normal design charges).
- 7. AFM Promotions & Industrial Printers takes no responsibility for illustrations created by a second party and no responsibility for missed checked errors by all those involved in the correction process after the approval has been signed by the client. It is the responsibility of the client to make sure the job ordered meets their requirements and encourage the client to check:
 - a. Spelling errors and grammar, prices, dates and all relevant information.
 - b. Wrong or incorrect PMS Colours including thread colour Numbers and relevant colours
 - c. Illustrations sizing and miscalculations of crop marks
 - d. All other information generated and not generated by AFM Promotions & Industrial Printers.
- 8. If the error in the illustration has been spotted, a STOP-PRESS may apply and additional charges will take place: Cleaning of equipment and all setups to make way for the next job in production to continue.
- 9. Placing Job with the new alterations back on the equipment:
 - a. Endure new plates, screens, input data and extra work.
 - b. New setup and make ready to set equipment, not priced in the original quote, will be passed to the client.
- 10. If the client wishes for AFM Promotions & Industrial Printers to make the changes to their own illustration:
 - a. As AFM Promotions & Industrial Printers did not perform any work in the original creation, every correction will be charge according to the time calculated as “work” time.
- 11. Alterations presented by an independent author and made to be altered by AFM Promotions & Industrial Printers waves all rights of ownership to the “selection” area of the illustration.
 - a. Illustration & Artworks;
 - i. ...and the New Author becomes AFM Promotions & Industrial Printers.
 - ii. ...the client needs to understand a New Author may have a different artistic style.
 - iii. ...thus the design may not match 100% to the original composition.
 - iv. ...all changes made to an original supplied by a client as the original artwork endure charges and becomes the,
 - b. Intellectual Property of;
 - i. AFM Promotions & Industrial Printers becomes the owner of the alteration.
 - ii. The Client loses the rights to display the altered image without the concern of AFM Promotions & Industrial Printers who grants the Licence to use the modified illustration.

Intellectual Property

All Illustrations have a rightful owner this could be: the artist who painted an image, a movie studio, a graphic designer, a TV Station broadcast, a Webmaster, an Engineer who did the calculations and a song writer who combined a particular cord and any organization who employs the person who did the creativity. The employer may or may not have the rights of ownership to their own creation under their individual agreement. *Example: (A camera operator working for a TV network broadcasting the Olympics, does not own the rights to his/hers illustrations.)*

12. Intellectual property belongs to the Individual or Organization who created the illustration from a blank canvas or paid for the rights to obtain a licence to duplicate or is/became the outright owner.
13. Ideas, Designs, Point of sales, Marketing Strategies, Business Plans and all research investigated and created by an employee working for AFM Promotions & Industrial Printers, waves the right to own the illustrations and becomes intellectual property of AFM Promotions & Industrial Printers.
14. If the client wishes to purchase the Illustration as their intellectual property and the Independent Author wishes to sell the artworks AFM Promotions & Industrial Printers may act as the mediator between the parties.
15. The more information a client can provide during the interview process, determines the accuracy of the final product and does not give the client the right of ownership as the creativity is made by AFM Promotions & Industrial Printers.
 - a. The number of individual items, combined becomes a single illustration
 - b. The value of the illustration is recognised based on the research carried out by the author
 - c. The cost of other illustrations on the market and how it relates to the client's needs
 - d. Based on the psychology and how the consumer relates to the client with the illustration generated a value will be generated by AFM Promotions & Industrial Printers,
 - e. If the client feels the price is unfair AFM Promotions and Industrial Printers reserves the right to approach and sell the illustration to a competitor and individual as a template.
 - f. The template remains the property of AFM Promotions & Industrial Printers.
 - g. AFM Promotions & Industrial Printers may notify the client using a particular illustration, if a competitor shows interest for that illustration, AFM Promotions & Industrial Printers reserves the right to sell the Illustration to the highest bidder or reserve the client's interests.
16. The Client that pays for copyright becomes the new owner and holder of the intellectual property certificate.
17. A New Tax Invoice will be generated to meet the full release of the Intellectual Property to its new owner.
18. After the Intellectual Property has been paid in full the design will be released to the new owner.
19. Partial Payments or unfinished repayments of a Tax Invoice related to the Intellectual Property, Voids any ownership of the acquisition and remain the property of the Author working for AFM Promotions & Industrial Printers until Tax Invoice is paid in full.
20. Unpaid goods remain the property of AFM Promotions & Industrial Printers as indicated on the conditions on every printed tax Invoice.
21. Quotes are valid for 30 Days from the date the quote was written.

Duplicating and Copies

22. Any person or individual who wishes to replicate our image(s) on behalf of the client to generate a new Illustration from the original material, including the client, needs to do so in writing.
23. ...provide the reasons, why and how the illustration may be used, as it may conflict with AFM Promotions and Industrial Printers workmanship and quality.
24. Approval may and may not be granted based on the individual and the organization doing the Duplication of the original design.
25. AFM Promotions & Industrial Printers has boundaries, if the client redesigns their own creation without similarities to our original illustration.
26. If the application is successful a copy of the image will be granted to the organization.
27. To use the design for one application, consecutive applications require individual approval by the Author.
28. As an example AFM Promotions & Industrial Printers may give the rights to "Yellow Pages Telephone Directory" and may not give the same right to an Embroidery company who competes with AFM Promotions & Industrial Printers.
29. AFM Promotions & Industrial Printers may do the embroidery at a discounted price to the Embroidery Business in good faith and provide the RRP if requested or allow the reseller to place their own margins to supply the client.

Unauthorised Copies

30. AFM Promotions & Industrial Printers, views all unauthorised illustration copies as theft under the copyright laws and intellectual property ownership.
31. The laws of Copyright are to protect the author from pirates that copy unauthorised creations including: Songwriters, Programmers, Broadcasting Networks and Graphic Designers.
32. ...and cannot be replicated in any way or form without the Authorisation from the Author working for AFM Promotions & Industrial Printers.
33. Files sent to a client or individual in good faith for approval to generate a design, used without authorization will be charged accordingly by AFM Promotions & Industrial Printers as described under intellectual property.
34. Any losses generated will endure a Tax Invoice, and forwarded to our collection agency to collect full amount on our behalf. (Refer to overdue accounts)
35. Legal action will take place for unauthorised copies, theft and loss of time endured for the incident caused by an individual or enterprise involved.
36. AFM Promotions & Industrial Printers will charge royalties for unauthorised copies, under the Protection of Copyright.
37. AFM Promotions & Industrial Printers will proceed with legal action for the illustrations used without the written authorisation by the client, individuals and enterprise involved.
38. This includes copies of images copied from our webpages/URL as well as files sent in good faith for a client's final approval.

Overdue Accounts

If an account becomes overdue (after 7 days), from the Tax Invoice Date, AFM Promotions & Industrial Printers retains the right to remove or disable any websites, Email accounts or online material and services provided or maintained on behalf of that client.

Any costs incurred to retrieve outstanding debts will be payable by the client, along with any outstanding amounts owing.

AFM Promotions & Industrial Printers will not be held responsible for any inconvenience, loss of business or damage incurred by removing or disabling any online material or services. Any future dealings with such clients will be by payment in advance, without exception.

Overdue Web hosting accounts will remain payable through to the next month from when notice is given by the client to terminate the hosting account.

Domain renewals as well as all time lost in generating an illustration are non-refundable and will not be renewed unless a commitment from the client is received prior to a domain expiry date to renew a domain.

AFM Promotions & Industrial Printers reserves the right to reject a project or client.

If you feel the need to discuss any of the above Terms and Conditions outlined above, please feel free to contact AFM Promotions & Industrial Printers on:

Telephone 08 8341 2688 (10:00am – 7:00pm)

for an in office appointment, 40 Beulah Road, NORWOOD, South Australia 5067

Email afmpromotions@internode.on.net

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Dictionary:

Artwork:	<i>all/or part of an illustration generated to represent a particular design, including Computer Design, Graphic Layouts, Digitizing, 1st and 3Rd angle projections, perspective designs and 3D Cad Drawings.</i>
Author:	<i>The Individual who designed, researched and was directly involved in a selection(s) to generate the illustration.</i>
Client:	<i>An individual purchasing a product/service to generate an illustration on behalf of an individual, corporate body and part of a department in an organization</i>
Designs:	<i>An Illustration generated from a clean canvas by AFM Promotions & Industrial Printers.</i>
File:	<i>A copy or original information in reference to an illustration, being a product sample, electronic file such as USB stick/e-mail attachment or any way to communicate an idea of the concept the client wishes to approach.</i>
Independent Author:	<i>Individuals or organization not associated to the client or AFM Promotions & Industrial Printers</i>
Illustration:	<i>All Graphics, layouts, final Artworks including Ideas, Designs, and Point of sales, Inc. Marketing Strategies, Business Plans, Research, investigations and these white papers are owned by AFM Promotions & Industrial Printers.</i>
Items:	<i>Components breakdown of into sectors that once combined become an illustration</i>
Licence:	<i>A permission granted to a corporate body or individual to duplicate and use an illustration.</i>
Selection:	<i>Part of a section and an illustration, which needs attention</i>
New Design:	<i>A design generated by an Author, working for AFM Promotions & Industrial printers.</i>
Product:	<i>The illustration in the form of a design as a two or three Dimensional image including drawings and photos, hand drawn and digital.</i>
TAB:	<i>An allocated deposit pool used to cover additional charges generated by the overall deposit paid.</i>
Unpaid Goods:	<i>All Products Supplied by AFM Promotions & Industrial Printers, including: Garments, Printed Products, Products Decorated.</i>
Work:	<i>The labour cost to generate an illustration calculated over times in hour units, to generate a design in Australian dollars/hour plus TAX.</i>

(NOTE: The work to generate the illustration is separate to the value of the final illustration)