



Terms and Conditions

COPYRIGHT

1. The copyright of the commissioned artwork / design remains with the illustrator.
2. The client is granted a license for use. The exact extent is defined in the contract between the illustrator and the client.
3. The illustrator is allowed to use the artwork / design for self-marketing purposes or on his social media channels.
4. If the client uses the artwork / design in an area which the license does not cover, the illustrator will subsequently collect a fee for the extension of the license.
5. All licenced rights are transferred to the client only when the full amount, stated in the contract, has been paid to the illustrator.
6. The client is not permitted to pass the license on to third parties without the consent of the illustrator.

PAYMENT

7. The client agrees to pay the agreed amount, stated in the contract, in two parts:
 - (I) The first part is to be paid when the order is accepted, but before the illustrator starts working, and amounts to 50% of the total order value.
 - (II) The remaining amount of 50% must be paid within 30 days of receipt of the invoice. If this is not done, the illustrator is entitled to charge a late fee of 50,00 € and an interest rate of 8% per commenced month.

CANCELLATION

8. If the client terminates the collaboration with the illustrator despite the contract, the following cancellation fees must be paid to the illustrator:
 - (I) 25% of the agreed amount stated in the sales contract if the order is canceled before sketching the drafts;
 - (II) 33% of the agreed amount stated in the sales contract if the order is canceled while working on the sketches of the drafts;
 - (III) 60% of the agreed amount stated in the sales contract if the order is canceled during the color study phase;
 - (IV) 100% of the agreed amount stated in the sales contract if the order is canceled during or after completion of the final artwork / design;
9. In the event of cancellation, all rights and licenses remain with the Illustrator.

RUSH WORK

10. If the client requires express processing, the following rush fees must be paid to the illustrator:
 - (I) 50% surcharge on the amount agreed in the sales contract, if the completion must take place within 0-3 days;
 - (II) 35% surcharge on the amount agreed in the sales contract, if the completion must take place within 4-6 days;
11. The specified days are workdays (excluding Saturdays). If the elaboration is required on a different day (Saturday, Sunday or public holiday), the percentage of the surcharge increases by 40%.
12. Express edits can be applied to any stage of the elaboration and are therefore billed as a percentage. An artwork/ design is composed as follows:
 - (III) Sketches- 30%
 - (IV) Color Studies - 20%
 - (V) Completion of the artwork/design- 50%If the work of art consists of further stages, this must be negotiated individually.
13. The express rates mentioned in point 10 are also to be applied to changes to be charged additionally and will be charged 100% to the change amount.
14. The illustrator is free to accept or reject rush work.



DELIVERY/HANDOVER

15. The illustrator binds himself to hand over the artwork/design to the client on the contractually agreed deadline and to inform the client about foreseeable delays. In the event of an unreasonable delay, the client is entitled (unless it is the client's own fault) to cancel the artwork/design free of charge.

16. The illustrator is not liable for consequential damage or damage resulting from late delivery of the artwork/design.

17. The client must file an immediate objection upon delivery if the artwork/design does not correspond to the order. If the illustrator does not receive this objection within 5 workdays of delivery of the artwork, the client accepts the artwork/design.

CHANGES

18. If the customer changes the order and requires subsequent changes, additions or variations, the illustrator can charge additional fees for such work.

19. The illustrator can refuse changes and additions that significantly change the nature of the commissioned work.

20. Two changes, so-called revisions, are included in the agreed price stated in the sales contract. These can be used during the sketch phase or during the color studies. If further changes are required, they are handled as follows:

For each additional revision, a change fee of 90,00 € excl. VAT per commenced correction hour is charged.

GUARANTEES

21. Unless the artwork/design is based on the reference material or image material supplied by the client or has otherwise been agreed, the illustrator guarantees that the artwork/design is an original and does not infringe any existing copyrights. The illustrator also guarantees that the artwork has not been used anywhere else.

22. The client warrants that all necessary permits have been obtained for the agreed use of the client's reference material or images and indemnifies the illustrator from all claims and expenses, including reasonable legal costs, arising from the use of the illustrator.

PROPERTY

23. The illustrator reserves ownership of all references (including sketches and other materials) supplied to the client.

24. The original work of the illustrator must not be intentionally destroyed, damaged, changed, retouched or altered in any way without the illustrator's written consent.

ATTRIBUTION

25. The client ensures that the illustrator is attributed by name when the artwork/design is used for editorial purposes.

WORK SAMPLES

26. Unless agreed otherwise, the illustrator has the right to receive three proofs or printed copies of the work.

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