



Terms & Conditions

By using the Businessartworksolutions.com website or signing any order, you agree to be bound by the policies and procedures stated below.

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➤ Payment

Graphic design, Website development and software

Order processing occurs only when 50% of the total payment has been received after signing your order. 25% of the total payment is due after presentation of the work by Business Artwork Solutions and the remaining 25% of the total payment must be done after completing the order.

In case the client do not respects the payments as agreed and specified in the invoice, Business Artwork Solutions has the right to automatically cancel the order without notice.

Web hosting and domain name services

Order processing occurs only when the total payment has been received after signing your order.

In case the client do not respects the payments as agreed and specified in the invoice, Business Artwork Solutions has the right to automatically cancel the order without notice.

Webmaster & Marketing Services

Order processing occurs only when the monthly or total payment has been received after signing your order.

In case the client do not respects the payments as agreed and specified in the invoice, Business Artwork Solutions has the right to automatically cancel the order without notice.

Business Artwork Solutions accepts only direct deposit payments (bank deposit).

In case the client do not respects the payments as agreed and specified in the invoice, Business Artwork Solutions has the right to charge to the client a penalty of €20 for each day of delay. After 90 days Business Artwork Solutions has the right to either hire a lawyer or a collection company in order to receive the overdue amount including all penalty days. All collection costs will be charged to the client

The client will receive the ownership of graphic materials, web hosting packages, domain names, software or others only after receiving the total due payment. In case the client do not pays the total amount or has paid only a part of it the ownership will be hold by Business Artwork Solutions

➤ Pricing

All prices, listed at Businessartworksolutions.com or in a formal offer, are in Euros. Prices do not include VAT or other taxes unless stated otherwise. Applicable shipping and tax charges will be provided during the offer/order process.

Prices listed at time of purchase are the prices charged, with the exception of typographical errors. Pricing errors are rare, however should an order be priced in error, you will be notified with the correct price, where you can opt to cancel your order or pay the updated price.

For any pricing related concerns, please contact pzucchelli@businessartworksolutions.com

➤ Orders

Business Artwork Solutions requires that every order must be approved and signed by both the parties. By signing your order you agree with the Terms and Conditions herewith cited.

The payment of whichever order confirms that the client has accepted the Terms and Conditions even if the order has not been signed.

➤ **Privacy**

At Business Artwork Solutions we know that you care how information about you is used, and we appreciate your trust that we will do so in an honorable manner. Above all, we ensure none of the information you provide will be traded or sold.

Information including, but not limited to, your email address, billing address, shipping address, phone number, and bank details are collected and stored when you provide them making an order to Business Artwork Solutions. This information is used strictly to process orders and for customer relation purposes.

Other companies are employed to carry out certain functions of processing an order. An example would be the Post Office, who we use to deliver packages - they have access to the shipping address provided, and are subject to their own privacy policies.

➤ **Copyright**

Graphic design, Website development and Software

By signing the order the client will be in charge of the total copyright that includes text, images, logo design and other materials used to complete the order. All Files, programming code, scripts, graphic designs and templates designs are owned by Business Artwork Solutions.

Web hosting Service

By signing the order the client will be responsible for the total information including text, logo design and other materials hosted through Business Artwork Solutions.

Webmaster & Marketing Services

By signing the order the client will be in charge of the total copyright that includes text, images, logo design and other materials used to complete the order. All Files, programming code, scripts, graphic designs and templates designs are owned by Business Artwork Solutions.

File Kit

At order concluded the client may require an unchangeable copy of the files used to complete the order. Files may be used only for backup purposes or for activities agreed in writing with Business Artwork Solutions. In case the client would like to buy the copyright and the files desired Business Artwork Solutions will make an offer.

➤ **Shipping**

File Kit and Software (Electronically)

Business Artwork Solutions will send the Files (via email or per direct download from the website of Businessartworksolutions.com) only after having received the total payment as agreed and specified in the invoice.

File Kit and Software (CD-Rom or DVD)

Business Artwork Solutions will send the Files on CD-Rom or DVD (depending of the Files size) only after having received the total payment as agreed and specified in the invoice including the shipping cost. Business Artwork Solutions uses the Dutch Postal service to carry out the shipment. Delivery times vary based on the destination.

Once your order has been shipped from Business Artwork Solutions, it becomes the responsibility of the Post office, and subject to their own terms and conditions. In the case of damage all

packaging must be retained for inspection and it must be notified within thirty (30) days after the package has been shipped.

Printed material

Business Artwork Solutions will send the Printed material only after having received the total payment as agreed and specified in the invoice including the shipping cost. Business Artwork Solutions uses the Dutch Postal service and other companies to carry out the shipment. Delivery times vary based on the destination.

Once your order has been shipped from Business Artwork Solutions, it becomes the responsibility of the Post office, and subject to their own terms and conditions. In the case of damage all packaging must be retained for inspection and it must be notified within thirty (30) days after the package has been shipped.

➤ Warranty

Graphic design & Website development

All products purchased from Business Artwork Solutions are warranted one (1) month against functionality problems.

Web hosting / Webmaster & Marketing Services

All services provided from Business Artwork Solutions are warranted against functionality problems for the only period in which Business Artwork Solutions is in charge of the ordered services.

File Kit and Software

All files provided from Business Artwork Solutions are warranted one (1) month against functionality problems.

➤ Agreement termination & governing law

Termination

Business Artwork Solutions may terminate this Agreement at any time without notice or compensation to you if you violate any term of this Agreement, engage in illegal conduct or post illegal material.

In case the client decide to cancel an order Business Artwork Solutions has the right either to hold or to require the total amount for the work that have been done for which was not sent an invoice yet.

Any contract may be cancelled by the client only within sixty (60) days before the expiring date and must be notified by registered mail. In case this will not happen the contract will be automatically renewed and invoiced after the expiring date with the same duration of the previous contract and possible price modification.

In case the client decides to cancel an order with unreasonable or unacceptable explanation, Business Artwork Solution has the right either to hold or to require the total amount for the work that have been done for which was not sent an invoice yet.

Governing Law

This Agreement shall be governed and construed in all respects in accordance with the laws of The Netherlands as they apply to a contract entered into and performed in this country. Any legal practice between you and Business Artwork Solutions will be handled by the Dutch court.

➤ **Requirements for the materials provided by client**

All materials should be presented on: Floppy-disc 3.5", CD, Mini-CD, DVD or sent by e-mail.

Text

Text materials should be presented in the following formats:

- ASCII Text (TXT)
- Microsoft Word Document (DOC)
- Microsoft Excel Document (XLS)
- Rich Text Format (RTF)
- Hyper Text Markup Language (HTML)
- Portable Document Format (PDF)

Video

Video materials should be presented in the following formats:

- QuickTime Video (MOV)
- MPEG Video (MPG)
- Video for Windows (AVI)

Audio

Audio materials (stereo or mono) should be presented in the following formats:

- Wave (Microsoft) (WAV)
- MPEG Audio (MP3)

Graphic materials

Graphic materials should be presented in the following formats:

- TIFF Image (TIF)
- Windows Bitmap (BMP)
- JPEG (JPG)
- Photoshop (PSD)
- CompuServe Bitmap (GIF)
- PNG Image (PNG)
- Adobe Illustrator (AI)
- Encapsulated PostScript (EPS)
- Freehand Document (FH5 – FH9)

Additional Requirements

- If in providing materials one has utilized special fonts it is necessary to provide us with these fonts
- Hand-written text info will not be accepted

➤ **Claim**

Every kind of claim against Business Artwork Solutions will be accepted only by registered mail. Once a client has signed and approved the complement of the order Business Artwork Solutions will not accept any further claim.

If you have any questions regarding our Terms and Conditions or other matters, feel free to contact us.
