

TERMS AND CONDITIONS

Agreement between XPOSUR LTD and business or individual identified on this agreement.
The client/individual listed below is subject to the following terms and conditions.

GENERAL WORKING AGREEMENT - This document defines the terms and conditions of our working relationship. All projects or services that XPOSUR may be contracted to produce or provide for CLIENT will be subject to the following:

QUOTES : All quotes are valid for 30 days from date of issue. On quote acceptance the CLIENT will be required to sign a copy of XPOSUR's Terms and Conditions (T&C). Once signed the CLIENT will then receive an invoice for a deposit of the quoted amount. Only once the deposit is received will the project be booked in and started.

DEPOSITS : XPOSUR require a deposit before any work is started on your project. Unless you have a prior arrangement with us the following amounts apply. Deposits are immediately spent on materials & Designers / Developers time, and are therefore non-refundable.

Website Design/Development : 40% deposit.
30% progress payment.
Balance on completion.

Graphic Design : 50% deposit.
Balance on completion.

XPOSUR reserves the right to request a 30% Progress Payment of the quoted amount on projects that exceed \$2500 or the timeline is extended by the CLIENT.

INVOICES : Unless otherwise specified, all invoices are 7 days. Late or unpaid accounts will incur late payment fees, collection costs, and / or services will be stopped. Interest on overdue balances is 2.5% per month. Invoices can be paid by Internet Banking, Cash or Cheque.

XPOSUR reserve the right to hold on to any design project and its copyright until full payment is received from the client.

If XPOSUR must retain lawyers to collect our invoices, XPOSUR will be entitled to reasonable lawyers's fees, court costs, and interest at the maximum rate permitted by law.

GRAPHIC DESIGN : XPOSUR's printing is outsourced to trusted printing companies and prices do vary. The CLIENT will be quoted a price before the artwork is sent to the chosen printer. The colours and overall quality from emailed and / or printed proofs issued may vary from the final printed product.

WEB DESIGN & DEVELOPMENT : During production, the CLIENT will receive a link to a functioning part copy of their website to proof. Once the CLIENT has given XPOSUR consent via email to proceed, the invoice for the progress payment will be issued.

XPOSUR will then finish the website and request a final proof from the CLIENT. The final invoice for the remaining balance will then be issued. Once the final payment is received, XPOSUR will upload the website to the internet.

WEBSITE UPDATES & CHANGES : Any updates or changes required by the CLIENT will be estimated up-front and charged out at our hourly rate.

WEB HOSTING : Our hosting partners servers are based in New Zealand. On the rare occasion hosting is interrupted resulting in down time of a website or email account, and your business experiences a loss due to this, XPOSUR are not held responsible.

CLIENT RESPONSIBILITY : It is up to the CLIENT to provide all content, including photographs and text required to complete any project.

It is the CLIENT's responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations.

XPOSUR is not liable for errors or omissions. The CLIENTS signature is required on all artwork prior to release for printing or other media.

REVISIONS & ALTERATIONS : New work requested by CLIENT and performed by XPOSUR after a quote has been accepted is considered a revision or alteration. XPOSUR will submit a proposal revision to the CLIENT, and a revised additional fee must be agreed to by both parties before further work proceeds. Revisions or alterations are billed at our standard hourly rate.

TERMINATION FEE - The term of this agreement will continue for work in progress until terminated by either XPOSUR or the CLIENT upon thirty (30) days written notice.

Upon termination of this agreement the CLIENT will be required to pay a termination fee of 20% of the total quoted amount, un-invoiced work-to-date and any outstanding invoices immediately.

I, the CLIENT, agree to these Terms & Conditions

Company :

Position :

Name :

Signed :

Date :

Please attach your business card here.