

DESIGN CONSULTING GENERAL TERMS AND CONDITIONS

Parties:

“Deep Orange Design” (“us”, “we”, “our”); includes its employees, service providers, consultants
“Client”; a person or company engaging Deep Orange Design’s services for a fee.

1. Commencement

Commencement of a project will only follow the Client’s written confirmation of Deep Orange Design’s proposal, brief or quotation, or where applicable a signed contract of engagement or service agreement. In the case of on going services at an hourly rate or other consulting services, commencement will follow our written confirmation of the Clients requested assignments.

2. Abandonment and deferment

If the project is abandoned or deferred or Deep Orange Design’s services as designers dispensed with, payment shall be made to the value of the hourly rate of the completed work and **no less** than 25% of the total quoted costs.

3. Changes to the brief

Any changes or additions to the brief or contract that are made after its confirmation may be charged to the Client at an hourly rate or as otherwise agreed. If deemed necessary, a revised brief will be issued and signed confirmation will be required.

4. Design Revisions

Where a project is conducted in specific stages, with an agreed limit to the time spent or number of revisions allocated for each stage in the quote, additional time required by the Client to achieve a desired result may incur additional charges at an hourly rate or revision of the brief or contract.

5. Deadlines

Deep Orange Design will endeavour to meet all reasonable deadlines. However, if a project requires tighter deadlines and work is required excessively outside normal business hours, additional charges for this work may apply at an hourly rate.

6. Completion

At the conclusion of each stage or at the conclusion of the project, written confirmation that all work is acceptable and that the brief has been fulfilled is required. If such approval is not received within 14 days of completion of any stage or project,

submission of our invoice will mark the Client’s tacit approval and acceptance of the submission.

7. Costs

All anticipated costs and expenses will be outlined in the Project Plan. If any unanticipated significant expenses are incurred at the clients request eg. travel, subsistence, printing, prototyping etc., unless agreed otherwise, will be charged in addition to the fees quoted. Certain outsourced services such as printing and prototyping may require payment in advance; it is the **Client’s** responsibility to ensure these payments are made before the service is ordered.

8. Fee payment

Payment is required within **14 days** of the invoice date, and if requested, before any work on any following stage will commence.

9. Copyright and ownership.

Copyright and ownership of any work (drawings, CAD files, images, prototypes, ideas, solutions, formulas etc) produced by us, will remain the property of Deep Orange Design until all fees and costs have been settled. On completion of the work, or if the project is halted for any reason and payment of all fees and costs to Deep Orange Design has been finalised, copyright and ownership of the final work will pass on to the Client without restriction unless agreed otherwise. We reserve the right to use the final work as promotional material, provided Client confidentiality is not breached and consent is given. We reserve the right to ownership of Intellectual Property regarding our unique processes and systems, including methods of CAD model building contained within CAD files.

10. Intellectual property

We will not take any responsibility for the use of copyrighted or patented material provided to us. Any material provided to us by the Client, will be used on the assumption that the client has ensured that they have legal rights and permission to use the material in any way we determine for the project. In

DESIGN CONSULTING GENERAL TERMS AND CONDITIONS (Cont.)

In addition we will not be held responsible for infringement of copyright, design registration or patent that results from work requested from us by the Client.

11. Royalties

If agreed upon, we may offer the client discounted rates in exchange for royalties from profits generated from a design or part of a design. In such case, and if required, a royalty agreement will be signed by Deep Orange Design and the Client at a time that is agreed upon by both parties.

12. Design Credit

Deep Orange Design reserves the right to claim authorship of a design or portion of design for which we has been responsible. This claim refers only to the authorship of original work produced by us, not the ownership of Intellectual Property claimed by the Client within this work. Deep Orange Design's or the Client's consent must be obtained before either party's name, logo or trademark is reproduced by the other party, on any finished product or otherwise published. Where appropriate and relevant, the Client will acknowledge and not claim authorship of any design or part of design that was created originally by us.

13. Liability

Deep Orange Design will provide design services to the best of its ability, however it will not be held liable for any damages, losses or other claims directly or indirectly arising from any design or other work conducted for the Client by Deep Orange Design, its employees, service providers and consultants after the Client has taken delivery of and paid for that work except to the extent that such liability cannot be disclaimed under the *Consumer and Competition Act 2010* or in the case of any act whether negligent or otherwise directly attributable to Deep Orange Design, its employees, service providers and consultants which arises during the course of the work conducted by Deep Orange Design, its employees, service providers and consultants

14. Warranty

Deep Orange Design hereby warrants that, at delivery, the product shall meet the design criteria set out in the Service Agreement or amendments made to it and, if required by the client, will comply with any applicable Australian Standards relating to the product.

Agreed by the Client*:

Name: _____

Company: _____

Address: _____

Signature: _____

Date: _____

* Signing of this page denotes that the signatory has read and agrees to the contents of all pages of this document.