



RUNNY MARMALADE
A DIVISION OF NEOS CHRONOS LTD.

TERMS AND CONDITIONS OF TRADING

These Terms and Conditions of Trading define the working relationship between Runny Marmalade and the Customer, who may be a private person, a firm or a company.

The Procedure

Commissioning Runny Marmalade to produce an artwork means that the Customer will receive a written offer that he accepts in written. This constitutes the agreement between Runny Marmalade and the Customer. Thus the Customer accepts our terms of payment, specified below.

Fees

Runny Marmalade offers a flat rate, which includes the fees of all produced artwork, may it be photography, illustration, video, 3D animation. Our price offer is valid for only 30 days from the date of the written offer.

Payment and Lien

Unless otherwise agreed, the Customer will be required to pay 60% of the offer upon start of the production and the remaining 40% are due upon final artwork approval.

We will not hand back any property belonging to the Customer, neither will we transfer the ownership of the final artwork to the Customer until we have received the full amount of the agreed fee.

Revisions, alterations and extensions

Runny Marmalade grants the Customer the right to revise the artwork and to ask for alterations as per defined terms within the written offer. These alterations should not extent substantially the agreed terms, if they do, Runny Marmalade will submit a revised offer to the Customer, and a revised additional fee must be agreed to by both parties and paid by the Customer before further work proceeds.

If the Customer wants to add more artwork during the production, Runny Marmalade will extend the written offer and repeat the alteration and corresponding payment procedure for the added item as specified above.

Nature of copy and property belonging to others

The Customer agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. The Customer is responsible for all trademark, copyright and patent infringement clearances and is responsible for arranging, prior to publication, any necessary legal clearances, licenses, usage or royalty payments.

Property and suppliers performance

Runny Marmalade will take all reasonable precautions to safeguard property entrusted to it. In the absence of negligence on its part, however, Runny Marmalade is not responsible for loss, destruction or damage or unauthorized use by others of such property.

Runny Marmalade will use its best efforts to ensure quality and timely delivery of all artwork, printed matter and other materials. Runny Marmalade will use its best efforts to guard against any loss arising from the failure of its suppliers to perform in accordance with their commitments but Runny Marmalade is not responsible for failure on their part.

Rights of ownership

Once the artwork has been delivered by Runny Marmalade to the Customer, the ownership of the final artwork will be transferred to the Customer. The rights to all design and artwork, including but not limited to photography, music and or illustration created by independent photographers, artists or illustrators, remain with the individual designer, artist, photographer or illustrator or their agents.

The Customer may not use or reproduce the artwork or the property therein for a purpose other than the one(s) originally stipulated unless a transfer of rights and the payment of any additional fees has been made.

The Company will endeavour to store files on computer disks for a period of 6 months beyond the delivery of a job, thereupon the Company reserves the right to discard them without notice.

Force majeure

Runny Marmalade shall have no liability to you for any failure to deliver a finished artwork caused by a state of war, act of terrorism, riot, civil disorder, fire, industrial dispute or strike, accidents, energy failure, equipment breakdown, action of government or civil authority or other causes beyond the control of Runny Marmalade.

Law of England

The validity and enforceability of this agreement will be interpreted in accordance with the law of England.