

TERMS AND CONDITIONS

1. Glossary

1.1 Customer: The purchaser of goods and services from MR JONES.

1.2 Submission Specifications: Specifications provided by a printer that the design must adhere to in order to ensure proper printing. Submission specifications requested by a printer may include bleed, crop marks, colors in CMYK, etc.

1.3 Printer: An external entity capable of putting the design onto paper.

1.4 Print File: The file submitted to the printer to ensure the design is printed correctly.

1.5 Print-Ready: The file is considered print-ready when the customer has given final approval for the file and it has been prepared according to the submission specifications.

2. Agreement, Quote, and Confirmation

2.1 These general terms and conditions apply to all quotes and assignments from MR JONES.

2.2 The agreement is established when the customer gives written consent to the previously sent quote. With this, the customer enters into a payment obligation.

2.3 If the customer does not wish to use the quote, MR JONES appreciates receiving a rejection of the quote.

2.4 Quotes are non-binding and valid for up to 14 days after issuance unless otherwise stated by MR JONES.

2.5 Quotes are subject to change if changes in the quoted work occur.

2.5.1 This applies not only to the pre-process but also when MR JONES is already working on the assignment, the quote already issued may change due to changes in work. 2.5.2 Changes refer to changes in the customer's request and the impact that this change entails.

2.6 Prices are always exclusive of VAT and any travel expenses.

3. Execution and Responsibility

3.1 MR JONES has an obligation to the customer to carefully execute the assignment and work towards a result that is usable for the customer.

3.2 MR JONES and the customer discuss a delivery schedule in advance.

3.3 If the assignment does not reach the customer on time due to force majeure, MR JONES is not liable for the resulting consequences and costs.

3.3.1 Examples of force majeure include an internet outage or a delay in delivery of the physical end product by third parties.

3.3.2 In case of a delay due to force majeure, MR JONES will make every effort to still meet the appointment with the customer.

3.4 The customer is responsible for providing the correct submission specifications in advance.

3.5 The customer is responsible for timely providing the necessary materials and information required to carry out the assignment.

3.6 MR JONES is not responsible for any delay in the

assignment due to the customer not providing timely and/or incomplete input.

3.7 MR JONES' quotes always exclude printing. However, MR JONES can offer support in this regard at a pre-agreed rate upon the customer's request.

3.8 MR JONES provides advice based on experience but is not responsible for the consequences in terms of:

3.8.1 Colors turning out differently than expected.

3.8.2 Paper or other printing material not being as expected. 3.9 MR JONES is responsible for providing the files correctly and print-ready.

3.10 MR JONES is not responsible for an incorrect print file when MR JONES has not received the correct submission specifications in advance. However, MR JONES will make every effort, for a pre-agreed fee, to provide the correct file.

3.11 If the file is not correct due to negligence by MR JONES. MR JONES will ensure that the file is provided correctly at no additional cost.

3.12 In case of 3.10 and 3.11, MR JONES will contact the external party chosen by the customer to expedite the process and keep any resulting additional costs to a minimum.

4. Ownership and Copyright

4.1 All components, rights, and end results of the assignment remain the property of MR JONES, unless otherwise agreed upon. This includes:

4.1.1 Designs

4.1.2 Sketches

4.1.3 Working drawings

4.1.4 Illustrations

4.1.5 Prototypes

4.1.6 Molds

4.1.7 (Electronic) files, etc.

4.2 It is not allowed to copy, imitate, or use the design of the assignment without written permission, unless otherwise agreed.

4.2.1 This includes changes, mutilations, or damage to the preliminary or final design.

4.2.2 The copyright of the design remains the property of MR JONES at all times unless otherwise agreed in writing.

4.2.3 The design may not be used at all if the customer does not meet the payment obligations or prematurely terminates the assignment according to clause 7 Cancellation.

4.2.4 If these rules are violated, MR JONES is entitled to compensation from the customer for infringement of rights, calculated as the total invoice amount x the number of violations.

4.3 MR JONES has the right to use designs for its own publicity and promotion, unless otherwise agreed with the customer.

4.4 MR JONES retains designs for 3 months after delivery, unless otherwise agreed. After this time, sharing files is not possible.

5. Prices and Offers (Discount)

- 5.1 For each assignment, the customer receives a total quote including two rounds of corrections and excluding printing unless otherwise specified in the offer.
- 5.2 Extra corrections will be charged based on post-calculation at the pre-agreed hourly rate excluding 21% VAT.
- 5.3 Offers and discounts are only agreed upon when confirmed in writing by MR JONES in the quote.
- 5.4 MR JONES may withdraw offers and discounts without notice and before the end date of the offer if MR JONES deems it necessary.
- 5.5 Rates and offers do not apply to future assignments.

6. Payment Conditions

- 6.1 Invoicing takes place after delivery of the design unless otherwise agreed.
- 6.1.1 If the total quote amount exceeds €2,000, MR JONES will invoice a 50% deposit of the total quote after approval of the quote. The remaining 50% of the quote will be invoiced after delivery.
- 6.2 From the invoice date, a payment term of 14 days applies unless otherwise agreed.
- 6.3 If the customer fails to pay within 14 days after the invoice date, MR JONES will send a reminder.
- 6.4 If the customer fails to pay within 14 days after the reminder, the customer will receive a new invoice with an administrative fee of 10% of the total amount excluding 21% VAT + €60.00 excluding 21% VAT.
- 6.5 If MR JONES hears nothing from the customer 5 working days after delivery of the first, second, or final version, unless previously discussed, MR JONES assumes that the design is approved by the customer. MR JONES will then deliver the final file and create the invoice.

7. Cancellation

- 7.1 Cancellation of the agreement can only be confirmed in writing.
- 7.2 If the assignment is canceled by the customer, the customer is obliged to reimburse the costs incurred up to that point (also the hourly compensation for the work done up to that point). 7.2.1 In addition, an additional amount of €60.00 excluding 21% VAT will be charged for the administrative activities resulting from the cancellation.
- 7.2.2 The same payment terms apply to the cancellation as usual.

8. Liability

- 8.1 MR JONES will in no case be liable for:
 - 8.1.1 Errors or omissions in the material provided by the customer.
 - 8.1.2 Errors, omissions, or misunderstandings regarding the execution of the work, such as not providing all data and materials in a timely manner.
 - 8.1.3 Errors by third parties engaged by the customer.
 - 8.1.4 Errors in quotes or overruns in price quotes from external parties.
 - 8.1.5 Errors or omissions in the design or text/data when the customer has had the opportunity to perform a check, regardless of whether the customer has used this.
 - 8.1.6 Indirect errors arising from the delivery of the design.
 - 8.1.7 Products delivered by external parties, such as printed matter.
- 8.2 If MR JONES is still held liable, the liability of MR JONES will never exceed the invoice amount including 21% VAT of the relevant assignment.

For questions regarding the above conditions, please contact bymrjones@gmail.com.