

# **BARNEY** AGENCY **TERMS & CONDITIONS**

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## **1. FEEDBACK REQUIREMENTS**

For each phase of the project, the client must provide written feedback via email. Feedback via phone alone will not be considered sufficient. Written feedback is essential to maintain the flow of the project and to avoid any misunderstandings regarding the expectations for each deliverable.

## **2. PAYMENT TERMS**

### **One-off Projects:**

For one-off projects, we require a 50% prepayment before starting any work. The remaining 50% is due upon project completion and delivery of the final deliverables if not agreed otherwise.

### **Monthly Fee Projects:**

For ongoing projects with a monthly fee structure, invoices will be sent within the first 5 days of the following month. Payment is due within 14 days from the invoice date.

### **Workshops**

Workshops are always invoiced in full upfront.

### **Contract Conclusion**

A contract is considered concluded when the price offer, created by Barney, has been approved and confirmed by the client in person, by email, by phone, or through any other channels. It is also considered concluded when a cooperation agreement, which defines further relational terms between both parties, is created and signed.

### **Scope of the Contract from the Price Offer**

Each price offer is valid to the extent that it was provided to the client. Excluding one or more services by the client means that the prices for the remaining services may and will change. If the price offer is approved in a certain scope, nothing can be removed from it once the project is

underway. If the client is not interested in continuing the cooperation in the agreed scope of the price offer, an alternative service will be offered by the agency within its standard service offerings so that the initially delivered and approved price offer is maintained. It applies that the agency must receive the final sum for the work it provides to the client in the scope defined in the original price offer, even if it involves different types of services. Their definition is up to the client, but it is subject to the agency's approval.

## **3. IMAGE LICENSING**

The final price does not include the potential purchase of images required for finalizing the design manual or other materials. The client is responsible for covering the licenses for any images sourced from stock photo platforms.

### **Font Licensing:**

Licensing fees for paid fonts are not included in the price and will be charged separately.

## **4. ICON, ILLUSTRATION & APPLICATION DESIGN**

Icons, illustrations, and application design elements outside of the design manual are priced separately.

## **5. COLOR PROOFING**

If the client requires a certified CMYK color proof, an additional fee of 90 € will be charged.

## **6. RUSH FEE**

In the case that deliverables are required earlier than the agreed-upon timeline, a rush fee of +50% of the price for that phase will be applied.

## **7. COMMUNICATION & RESPONSIVENESS**

We pride ourselves on top-notch client service. We strive to keep clients in the loop at all stages of the project, ensuring transparency and consistent updates. Our team is committed to responding to all emails within a maximum of 48 hours, ensuring smooth communication throughout the project lifecycle. In case of urgent matters, we are always available for prompt assistance.

## **8. PROJECT MANAGEMENT & BACKUP**

Our team works closely with the client to ensure that every project is managed effectively and delivered on time. In case a team member is unavailable for any reason, we always have a backup ready to ensure that the project continues without delays. This way, we maintain high standards and deliverables without interruptions.

## **9. QUALITY ASSURANCE**

We base everything we do on delivering high-quality work. From initial concept to final output, every step is handled with care, precision, and attention to detail. We do not compromise on quality, ensuring that our clients receive the best possible results.

## **10. ETHICAL STANDARDS**

We are committed to upholding ethical standards in all of our operations. Our agency supports anti-bribery and anti-corruption policies, ensuring that all business activities are conducted with integrity. We follow the highest ethical practices in dealing with both clients and partners.

## **11. DIVERSITY AND INCLUSION**

Our agency strongly supports diversity and inclusion in every aspect of our work culture. We celebrate and embrace the LGBTQI+ community and are committed to providing a supportive, inclusive environment for all individuals.

## **12. CONFIDENTIALITY**

We understand that trust is a key part of any business relationship. All information shared between the agency and the client is treated with the utmost confidentiality. We ensure that sensitive data, materials, and ideas are kept secure throughout the process.

## **13. AMENDMENTS AND REVISIONS**

Any changes to the project scope or deliverables after the agreement has been signed will be discussed and approved by both parties. We provide an agreed-upon number of revisions within the scope of each phase. Additional revisions or changes will incur additional costs, which will be agreed upon in advance.

## **14. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

Upon full payment, all intellectual property rights related to the deliverables shall be transferred to the client. The agency retains the right to use the work in portfolios and for promotional purposes unless otherwise agreed upon in writing.

## **15. FORCE MAJEURE**

Neither party will be held liable for delays or non-performance due to circumstances beyond their reasonable control, such as natural disasters, pandemics, strikes, or acts of government.

## **16. DISPUTE RESOLUTION & GOVERNING LAW**

Any disputes shall be resolved through mediation or arbitration in [jurisdiction], and this agreement shall be governed by the laws of [jurisdiction].

## **17. LIMITATION OF LIABILITY**

The agency's liability for any claim shall not exceed the total payment made by the client for the project in question.) The agency is not liable for any indirect or consequential damages.

## **18. NON-DISCLOSURE & CONFIDENTIALITY**

Both parties agree to maintain confidentiality of all proprietary information, ensuring that no such information will be disclosed to third parties without written consent.

## **19. CLIENT RESPONSIBILITIES**

The client agrees to provide all necessary resources and information in a timely manner to ensure the timely completion of the project.

## **20. CANCELLATION POLICY**

If the client cancels the project, they will be responsible for all work completed up until the cancellation point. A cancellation fee may apply.

## **21. SUBCONTRACTING AND THIRD-PARTY INVOLVEMENT**

The agency may subcontract portions of the project to third parties but will always ensure that these services align with the agreed-upon project standards.

## **22. REFUND POLICY**

Refunds will not be issued once work has begun unless otherwise agreed upon. The client is entitled to revisions per the agreed-upon terms.

## **23. SOCIAL MEDIA & PUBLICITY**

The agency reserves the right to showcase the final work in our portfolio and across our social media platforms unless the client requests otherwise.