

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 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.

Monthly Fee Projects

For ongoing projects with a recurring fee structure, invoices will be sent in advance, on a recurring basis. Payment is due within 14 days from the invoice date.

Workshops

Workshops are always invoiced in full in advance.

Contract Execution

A contract is considered executed 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 executed when a cooperation agreement, which defines further terms between parties, is 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, changes

are permissible only if agreed by Barney in writing. If the client informs Barney in writing that the initially ordered services are not required by the client, Barney may offer alternative services within its standard service offerings in lieu of the ordered services. Such alternative services will be priced in accordance with Barney's price list and the final work will be of the same value as the initially ordered services, 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. ASSET LICENSING

The final price does not include the licensing of third-party assets (e.g., pictures) required for finalizing the design manual or other materials. The client is responsible for covering the licenses for any assets sourced from third parties.

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 will be charged.

6. RUSH FEE

In the case that deliverables are required earlier than the agreed-upon timeline, a rush fee of no less than +50% of the price for that phase will be applied.

7. 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.

8. ETHICAL STANDARDS

We are committed to upholding ethical standards in all of our operations. Our agency follows 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. DISPUTE RESOLUTION & GOVERNING LAW

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

14. 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.

15. 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.

16. CLIENT RESPONSIBILITIES

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

17. 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.

18. 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.

19. 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.

20. 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.