

Terms & Conditions

1. The following Terms and Conditions of Service apply to all products and services provided by Sui Generis. The present Terms and Conditions can be read on the Sui Generis website.
- 1.1 All work is carried out by Sui Generis on the understanding that the client has agreed to Sui Generis' terms and conditions.
- 1.2 Copyright is retained by Sui Generis on all design work including, but not limited to, words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all fees and costs have been settled by the client.
- 1.3 If a choice of design is proposed, only one solution is deemed to be submitted by Sui Generis as fulfilling the project and contract. All other designs remain the property of Sui Generis, unless agreed otherwise between the parties, in writing.

2. Project Acceptance

- 2.1 At the time of the Project Order, Sui Generis will provide the client a Project Order Form detailing the Project Proposal and Fee Estimate, and payment settlement schedule, of the project.
- 2.2 To indicate acceptance, the client shall, within 15 days, from the date of the said submission of the Project Order Form by Sui Generis, either;
 - (i) Sign and date, the Project Order form and return same to Sui Generis; or
 - (ii) Via an email, acknowledge acceptance of the Project Proposal and Fee Estimate.
- 2.3 No Project Order shall commence until;
 - (i) acceptance of the Project Proposal and Fee Estimate has been received by Sui Generis in writing, and,
 - (ii) A 50% deposit of the Fee Estimate has been settled,

Within the aforesaid prescribed delay of fifteen (15) calendar days, or such other delay, as notified by Sui Generis in writing

3. Design Fees:

- 3.1 Fee Estimate, and payment schedule, for Project Proposals to be provided by Sui Generis will be set out in the Project Order Form that is provided to the client.
- 3.2 Unless agreed in writing otherwise with the Client, all Design Proposals require an advance payment of a minimum of fifty (50) percent of the Project Order,

before any Project Proposal is supplied to the Client for review. The remaining fifty (50) percent of the Project Order will be due upon completion of the work, however, prior to upload to any server and/or release of materials and/or on delivery.

4. Source Files

4.1 The Client is hereby notified that Estimate Fee for Project Proposals do not cover the release of copyright design files including ai, indd, psd, png, fla or any other source files; if the Client requires these files, they will be subject to a separate quotation or 'buy-out' charge.

5. Fees for Other Services

5.1 Fees for any additional services over and above the Fee Estimate initially proposed within any Project Order Form, shall become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance in writing by the client.

6. Payment

6.1 The client will be provided with an online notice and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the client will also be required to send, in writing, an approval to Sui Generis. Accounts which remain outstanding for 30 days after the date of invoice, will incur interest at a rate of 2 % above the Bank's prime lending rate per annum, as from the due date of such payment, shall apply on all overdue amounts, without prejudice to the Company's right to terminate the present agreement.

6.2 Payments may be made by online transfer, cash or cheque.

6.3 Publication and/or release of work done by Sui Generis on behalf of the client, may not take place before cleared funds have been received.

6.4 Any uncleared cheque by a banking institution, may incur an administrative cost. Sui Generis reserves the right to consider an account to be in default in the event of an uncleared cheque by a banking institution.

7. Default

7.1 An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a rejected cheque by a banking institution. Sui Generis shall be considered entitled to remove Sui Generis' and/or the client's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not

limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries. Removal of such materials does not relieve the client of its obligation to settle the due amount.

8. Copyrights and Trademarks

8.1 By supplying text, images and other data to Sui Generis for inclusion in the client's website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

8.2 Any artwork, images, or text supplied and/or designed by Sui Generis on behalf of the client, will remain the property of Sui Generis and/or its suppliers.

8.3 The client may request in writing from Sui Generis, the necessary permission to use materials (for which Sui Generis holds the copyright) in forms other than for which it was originally supplied, and Sui Generis may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

8.4 By supplying images, text, or any other data to Sui Generis, the client grants Sui Generis permission to use this material freely in the pursuit of the design. Should Sui Generis, or the client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client shall agree to allow Sui Generis to remove and/or replace the file on the site, without any costs whatsoever to Sui Generis.

8.5 The client agrees to fully indemnify and hold Sui Generis, its affiliates or related companies and its directors, officers and employees, free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

9. Alterations

9.1 The client agrees that changes required over and above the Project Proposal or required to be carried out after acceptance of the Project Proposal, will be liable to a separate charge.

The Client also agrees that Sui Generis holds no responsibility for any amendments made by any third party, before or after a design is published.

10. Licensing

10.1 Any design, copywriting, drawing, idea or code created for the client by Sui Generis, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Sui Generis and any of its relevant sub-contractors.

10.2 All design work - where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Sui Generis, its affiliates or related companies and its directors, officers and employees will not be held responsible for any and all damages resulting from such claims. Sui Generis, its affiliates or related companies and its directors, officers and employees is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Sui Generis, its affiliates or related companies and its directors, officers and employees responsible for any such loss or damage.

11.Data Formats

11.1 The client agrees Sui Generis' definition of acceptable means of supplying data to the company.

Text is to be supplied to Sui Generis in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail / FTP.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Sui Generis via CD-ROM, or e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and Sui Generis will not be held responsible for any image quality which the client later deems to be unacceptable. Sui Generis cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

11.2 Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, color correction and alteration of images

12.Design Project Duration

12.1 Any indication given by Sui Generis of a design project's duration is to be considered by the client to be an estimation. Sui Generis cannot be held responsible for any project over-runs, whatever the cause, including but not limited to force majeure. Estimated project duration should be deemed to be from the date that cleared funds are received by Sui Generis for the initial payment or by date confirmed in writing by Sui Generis.

13.Rights of Access for Website Construction

13.1 The client agrees to allow Sui Generis all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due

funds are cleared, including the necessary read/write permissions, usernames and passwords. 13.2The client also agrees to allow Sui Generis access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

13.3The client agrees to supply Sui Generis with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

14.Design Project Completion

14.1Sui Generis considers the Project Order complete upon receipt and clearance of final payment. Other services such as printing website uploading, publishing etc. either contracted on the client's behalf constitute a separate project and shall be charged separately.

15.Website design only

15.1Sui Generis requires that a template is approved by the client before coding of a site commences. Once the template(s) for the web site is approved by the client, coding will commence; any changes to navigation items, colors, structure or content that require changes to the template will incur an additional charge.

Once web design is complete, Sui Generis will provide the client with the opportunity to review the resulting work. Sui Generis will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, color schemes or any navigation features. Any minor changes can be notified to Sui Generis by e-mail or fax and confirmed by post.

Sui Generis will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

16.Domain Registration

16.1Sui Generis cannot guarantee the availability of any domain name. Where Sui Generis is to register a domain name on behalf of a client it will endeavor to do so but the client should not assume a successful registration.

17.Search Engine Submission

17.1Due to the infinite number of considerations that search engines use when determining a site's ranking, Sui Generis cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. Sui Generis recommends that clients use a professional SEO company and are happy to provide details of such companies, but accept no responsibility for their services.

18.Design Credits

18.1 The client agrees to allow Sui Generis to place a small credit on printed material exhibition displays, advertisements and/or a link to Sui Generis own website on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The client also agrees to allow Sui Generis to place websites and other designs, along with a link to the client's site on Sui Generis' own website for demonstration purposes and to use any designs in its own publicity and portfolios.

19.Rights of Refusal

19.1 Sui Generis will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Sui Generis also reserves the right to refuse to include submitted material without justifications. In the situation where any images and/or data that Sui Generis does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the client is obliged to allow Sui Generis to remove the said contravention without hindrance, or penalty. Sui Generis, its affiliates or related companies and its directors, officers and employees is to be held in no way responsible for any such data being included.

20.Cancellation/Termination

20.1 Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Sui Generis will need formal notification in writing to the company's postal address.

20.2 The client shall be invoiced for all Project Order completed over and above the non-refundable deposit that will have been made at the time of first Project Order or any other add-ons to the initial project as requested by the Client. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Sui Generis within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

20.3 The Client shall bear any attorney's commission, costs and applicable taxes, should Sui Generis retain the services of an attorney to recover from the client, any payment under this agreement.

21.Disclaimer

21.1 Sui Generis makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Sui Generis will not be held responsible for any and all damages resulting from products and/or services it supplies. Sui Generis is not responsible for any loss, or consequential loss of data, or non-delivery of products or

services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The client agrees not to hold Sui Generis, its affiliates or related companies and its directors, officers and employees responsible for any such loss or damage. Any claim against Sui Generis shall be limited to the relevant fee(s) paid by the client.

21.2 Sui Generis reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Sui Generis will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

22. Printing Services

22.1 All reasonable efforts shall be made to obtain the best possible color and size reproduction on client's work, but subtle variations is inherent in the print and reproduction process and it is understood and accepted as reasonable that, Sui Generis and/or its supplier shall not be required to guarantee;

- an exact match in color or texture between the client's photograph, transparency, proof, electronic graphic file, previously printed matter (whether printed by Sui Generis supplier and/or other party) or any other materials supplied by the client and the printed article the subject of the client's order; and/or
- An exact reproduction of dimensions of a finished product and/or between a set of finished products.

Sui Generis and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Sui Generis recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

23. General

23.1 These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Sui Generis reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

24. Acceptance of Terms and Conditions and Quotation

24.1 The placement of an order for design and/or any other services offered by Sui Generis, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at www.s-generis.com/terms-and-conditions

24.2 An estimate validated by the client's signature on the Project Order form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Sui Generis.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Mauritius.

SUI GENERIS Terms and Conditions

