

TERMS OF SERVICE

PRODUCTS & SERVICES

DEAN HOMICKI PTY LTD

HOW WE SERVE

V1.0 — SEP 2021

1. In these terms:

The Client Proposal means the document accompanying our Terms of Business, containing details of the project, costings and time frames. Project means the totality of all the work outlined in a proposal or submission. Materials means all items or things created, provided or obtained by us to complete the project, including any drawings, sketches, films, artwork, photographs, designs, know-how or otherwise.

2. Where materials are submitted to any party for any reason where Terms of Business have not been agreed to, their provision is made on the basis that we retain copyright and all other intellectual property rights in the materials and that the recipient of the materials will keep them confidential and will return them complete and uncopied if our Client Proposal is unsuccessful or the project does not proceed to completion.

3. Upon the client appointing MICKIMEDIA to a project, a contract will come into existence comprising these terms and our Client Proposal, as varied with our written approval.

4. The client will use its best endeavours to ensure that all instructions are in writing and, in particular, the client will sign off on all work produced. We will not be liable for any errors or omissions resulting from a failure on the client's part to review and sign off on any work.

5. Our fees and the time scale for payment are those set out in our submission or The Client Proposal and all amounts must be paid by the client within 7 days of invoice date.

6. If staged payments or a Client Monthly Payment Retainer is agreed to, and any amount is outstanding beyond 14 days of invoice date, we reserve the right to cease work until all outstanding amounts are paid and we shall not be liable to the client for any damage, claim or other liability caused by the delay in completing the project. We reserve the right to charge interest on overdue amounts.

7. The client is responsible for any expenses payable by us to third parties and shall reimburse us such costs within 7 days of invoice date.

8. All times suggested for completion in our Client Proposal are

estimates only. We will not be liable for any loss or damage resulting from our failure to meet any time stipulation.

9. If the client cancels the project for any reason (which cancellation must be in writing), the client must pay all fees and expenses incurred by us to the date of such cancellation.

10. No copyright or any other intellectual property rights in the materials will be assigned to the client until we have been paid in full all fees and expenses due. We shall not in any case be obliged to transfer to the client any of the materials stored by us on electronic files.

11. Once all our fees and expenses have been paid, we will assign to the client copyright in the material, limited to the purpose, media and geographic area described in our submission. In particular, we may use the project or any of the materials for any self-promotional or competitive purpose.

12. In all other respects we retain copyright and all other intellectual property and moral rights (including

the right of adaptation) in the materials.

13. We will maintain the confidentiality of any information supplied by the client, but only if the client advises us in writing that such information is confidential.

14. We will obtain all necessary consents and approvals to ensure that the materials may be lawfully used by the client, but we will not be responsible for any misrepresentation made by independent contractors involved in the project.

15. The client will indemnify us against all claims arising from any information or documents supplied by the client or for any act or thing done by us on the client's instructions or with the client's approval.

16. We make no warranty regarding the suitability or otherwise of the materials for the client's purposes and it is the client's responsibility to ensure that the materials comply with the requirements of any legislation regarding marketing, labelling, packaging or otherwise.

17. Subject to the specific details of the relevant submission to the client, these Terms of Business cover all ongoing and future projects undertaken by us for the client unless varied with our written consent.

18. Payment Terms: Within 7 Days of the date of the Tax Invoice.

19. Payment Frequency: Tax Invoice will be raised and claimed on a fortnightly basis or as agreed.

20. Deposit: A percentage (usually between 30-50%) of the Contract, Work to be done or The Project Value, will be claimed prior to the commencement of work. Payment of the Deposit will bind both DEAN HOMICKI P/L and the client to the Terms of either the Contract, Work to be done or The Project

21. Payment Details:
Bank: Bendigo Bank
BSB: 633 000 A/c: 144 094 240

22. Business Details:
Dean Homicki Pty Ltd
ACN 152 168 655
ABN 53 152 168 655
PO BOX 216 Soldiers Hill
Victoria Australia 3350
Mobile: 0413 516 333
Email: hello@deanhomicki.design

NEXT STEPS

DEAN HOMICKI PTY LTD

is a multi-functional, multi disciplinary design & communication practice. We are specialised in getting your ideas to market, developing your product or service potential through the problems that you solve and the solutions that you provide.

We're here to help you communicate clearly with your market, to develop meaningful relationships and establish your products and services as a brand that is deserving of the markets' attention.

Our CEO Dean Homicki is available to receive your questions via a written message, phone call, email, direct message (social media), face-time, Skype, Zoom, txt, or however you want to communicate. With over 30 years of hands on experience, he's ready to listen, respond and act.

DEAN HOMICKI
hello@deanhomicki.design
0413 516 333

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—SKEMAH REALLY USEFUL GARDEN PRODUCTS

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