

## Terms and Conditions ANKE NOBEL ILLUSTRATIONS

1. Client and Illustrator will agree a reasonable fee beforehand. A quotation/price agreement is not binding, in the sense that unforeseen delay or extra work can give rise to extra costs, unless expressly agreed otherwise.

- a. The fee to be paid by the Client only allows the Client to use the illustration(s) as stated in the contract or otherwise agreed (written, by fax or by email). For every additional use of the work an extra 25% will be due, unless copyright for the illustrations has been transferred to the Client by prior agreement.
- b. If the territorial scope for use of/right of use of the work has not been determined, then it is assumed this will be limited to the country where the Client resides.
- c. If an exclusive publication term has not been determined, then it is assumed this will be limited to 12 months.
- d. If transfer of copyright has not been determined, then it is assumed as not being transferred.

2. Payments should be made within 30 days after the invoice date. When payment is overdue by more than one month the client will be charged interest on the outstanding amount according to the current rate. Should the client be in default, all resulting costs (such as summons costs) will be charged to the client.

3. Additional costs, necessary for the adequate execution of the job will be charged to the Client. An estimate of these costs will be stated where possible, on the Illustrator's quotation or will otherwise be discussed with the client beforehand. Additional costs including travel costs, research costs, documentation costs, modeling costs and all other costs which are being charged by third parties.

4. If the delivery time is estimated to take longer than one month, the Illustrator will be entitled to charge a monthly installment with regard to the agreed fee or in agreement with the fee to be charged according to art. 1.

5. The Client indemnifies the Illustrator of responsibility with regard to copyright of the reference material provided by the client, such as photographs, drawings etc., including accidental damage, loss or destruction of material and/or information that has been made available by the client.

6. The Illustrator guarantees the originality of the work being delivered, unless 'likeness' has been requested. In the latter case the client indemnifies the Illustrator of all responsibilities towards third parties in this matter.

7. The illustrator is within her rights to sign her work at all times. In case of editorial use of the material, mentioning of the Illustrator's name is prerequisite. In case of commercial use mentioning of the Illustrator's name should be agreed upon with the client beforehand.

8. On cancellation of the job for whatever reason, the Client will owe the full fee to the Illustrator, unless it has been proven that the Illustrator has been in default.

The Illustrator shall do her utmost to keep to the agreed delivery times (subject to delays beyond her control).

9. The Client is not authorized to reproduce any parts, in whatever form, of preliminary drawings or parts thereof, without prior written permission of the Illustrator.

10. If ownership of material has not been transferred to the client, the client must return all illustration work, except digital work, at least within 6 months after date of delivery to the Illustrator. In case of loss or damage of original work, the Client must reimburse this damage to the illustrator. The Illustrator must keep said work for the disposal of the client for a maximum of 2 years.

11. The Client is not allowed to make changes to the illustration(s) or to have these made without permission of the Illustrator. The Client should offer the opportunity to alter the required change(s) to the Illustrator first. Changes that are necessary because of an amended, wrong or incomplete or unclear job (briefing) will be charged for separately.

12. Where possible the Client will send 3 printed copies of the work to the Illustrator as soon as printing has been completed.

13. If the payment obligations have not been met by the Client within 2 months of the date of invoice, all rights that have been transferred to the Client by the Illustrator will be waived. This entails that the Client is not allowed to use the work for reproduction purposes.

14. Dutch law applies to this agreement. All differences which may arise from this agreement or future agreements resulting from this, will be settled according to the 'Arbitrage Reglement' of the Nederlands Arbitrage Instituut ([www.nai.-nl.org](http://www.nai.-nl.org)).



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