



Eye for Image General Terms and Conditions

Application

These General Terms and Conditions apply to all Eye for Image ApS (CVR-nr. 10 14 44 50) agreements to supply products and services, unless otherwise agreed in writing.

Out-of-pocket expenses

The client agrees to reimburse Eye for Image for all out-of-pocket expenses incurred by Eye for Image in relation to a task including, but not limited to, postage/couriers, freight/customs charges, internal printing and photocopying, and travel expenses for meetings.

Payment

The client agrees to the pre-payment of a nominated amount, if requested by Eye for Image.

Where there is no written agreement as to price, the client agrees to pay on a time-cost basis where Eye for Image will determine the price by applying an hourly rate.

The client acknowledges that changes to the task description or deadline may incur extra charges. Extra charges may also apply where information provided by the client is unclear, illegible, incomplete or insufficient for Eye for Image to complete the task without seeking further information.

Eye for Image will provide the client with a written invoice (usually issued at the end of the month) following completion of the task. The client agrees to provide payment in DKK by the invoice due date (14 days from the date of the invoice, unless otherwise agreed). Payments are to be deposited into Eye for Image's bank account at Danske Bank. Bank charges are to be paid by the client.

Where payments are not received by the due date, the client agrees to pay interest on the outstanding amount. Interest will begin accruing immediately at the rate specified by the Danish Law of Interest ('Renteloven').

Cancellation

Cancellation of a task is effective only where written notice is provided to Eye for Image. The client will be charged for time spent on the task until written notice is received, as well as out-of-pocket expenses.

Privacy and non-disclosure of client information

Eye for Image will keep sensitive client information confidential. Sensitive client information may include written or oral information regarding internal policies, business strategies and trade secrets but does not include information in the public domain.

Liability

The client is responsible for maintaining adequate virus protection. Eye for Image updates its computer anti-virus and protection systems regularly. However, Eye for Image accepts no liability for losses caused by viruses, worms or electronic or computer corruption of any type, even where the problem originates from Eye for Image.



It is the responsibility of the client to provide adequate, clear and correct information in relation to the services being carried out. Eye for Image will not check material for accuracy, originality, ownership or legality.

The client is responsible for checking the final copy of the task for correctness, including use of figures and technical terms.

Eye for Image accepts no responsibility for any losses or damages caused to the client or any third party, which could have been discovered if the client had properly checked the materials and the final copy of the task. This includes, but is not limited to, losses or damages resulting from mistakes, incorrect or misleading statements, violation of intellectual property rights or incorrect translations of material.

Eye for Image accepts no liability for losses in connection with delays or missed deadlines and no liability for negligence unless it is gross negligence.

Liability is limited to the lesser of the estimated price or the value of the assignment. Eye for Image shall not be liable for capital loss, trading loss, loss of time, loss of profits or any other indirect loss of any type resulting from the client's non-performance of contracts with any third party.

Complaints

Eye for Image's liability shall lapse in any event if no complaint has been made within six months of the date of delivery of the task, regardless of section 54 of the Danish Sale of Goods Act ('Købeloven').

Intellectual property

The client agrees that Eye for Image may retain file copies of any materials it produces in connection with an assignment, for its own internal use.

Use of Eye for Image work

The client may make changes to Eye for Image documents but in that case agrees not to attribute published material to Eye for Image unless approval is given by Eye for Image.

Eye for Image is Denmark's international communications agency. Headquartered in Copenhagen, our strategists, designers and copywriters from around the world provide strategic planning, creative concepts, English-language content and communications coaching to leading brands.

As a full-service agency, we produce everything from websites, publications and campaigns to messaging platforms, value propositions and brand identities – all with your global audience in mind.

Visit www.eye-for-image.com to see who we've worked with – and to get inspiration for what we can do for you.