

DESIGN TERMS OF SERVICE



All work produced by West Coast Canning (WCC) is done so with the understanding that the client has read and agreed to the following terms and conditions.

These Terms and Conditions are subject to change without notification by West Coast Canning.

RIGHTS AND OWNERSHIP

Rights: All services provided by WCC shall be for the exclusive use of the client and for WCC's promotional use. Upon payment of all fees, the following reproduction rights for all approved final designs created by WCC for this project shall be granted:

- Full transferable rights to brand identity.
- Full license to reproduce works through commercial printers & signage companies.

Ownership: The client shall be entitled to full ownership of the approved final artwork created during the project and upon full payment of the agreed fee.

The client agrees not to sell, grant sub-licenses or distribute in any way designs, copywriting, drawings, renders or ideas created for the client by WCC, or any of its contractors, without the prior express written approval from WCC.

WCC retains the right to display the artwork in their corporate portfolios and marketing materials. All concepts furnished to the client are for client review and comment purposes only. Until all project invoices are paid in full by the Client, WCC will retain exclusive copyright and ownership of all design and draft materials and any usage will be deemed an infringement of standing copyright protections and pursued appropriately by WCC. Ownership of final designs are transferred to the client on payment of all fees, however unless otherwise arranged in writing. WCC retains ownership of all draft materials not used in the final design.

Third party contracts: The client understands that WCC may contract with other creative professionals to provide services such as, but not limited to, printing, photography, and illustration.

CLIENT RESPONSIBILITIES

Content: The client guarantees that all elements of text, images, data, or other artwork provided by the client are owned by the client, or that the client has permission to use them and that elements do not infringe on any copyright or trademarks that have been already established by another company or organization. The Client will hold harmless and protect WCC from any claim or suit arising from the use of such as furnished by The Client. The Client understands that WCC may modify or change the client supplied content to fit the design project and has permission to do so unless stated in writing by the client on the date the content is supplied to WCC.

Additional charges will apply when materials are submitted by the Client in a form that prevents them from being readily used and applied at recognized professional standards. An example would be to recreate a low-resolution logo image file into a vector file.

WEST COAST CANNING INC.

8250 Borden St, Vancouver, BC V5P 3E7
1.877.959.2267 • info@westcoastcanning.com

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CLIENT RESPONSIBILITIES (CONT.)

Client approvals and proofs: The client agrees to provide feedback and approval in writing in a timely manner and is responsible for approving and proofreading all final designs, proofs and type. This includes, but is not limited to; design, spelling, grammar, illustrations, images, UPC Codes, errors and omissions. WCC will make all efforts to ensure that no information is misrepresented. However, the client assumes all responsibility for content.

Federal/Provincial Compliance: The Client agrees to ensure that finished labels are compliant with all applicable federal and provincial packaging regulations and accepts full responsibility for doing so. WCC will always endeavour to ensure compliance but cannot be held responsible in the event of any omission.

WCC'S RESPONSIBILITIES

We have the experience and ability to do everything we've agreed to with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's agreed upon and on top of that, we'll maintain the confidentiality of everything you give us.

We make every effort to produce original artwork. If, however, we create artwork for you which accidentally infringes on any existing trademarked artwork, our liability is limited only to a refund of the paid amount. WCC will do no research checking on the legal availability of the name we are creating designs for. It is the Client's responsibility to ensure that the name of their product, company or service is not already in use, and it is the Client's sole responsibility to secure a service mark or trademark to protect the rights to any name or image. We will not be held responsible for any legal action that may result from improper due diligence on the availability of a company name or image.

PRINT ERRORS

WCC cannot be held responsible for any errors in the printing process outside of WCC's control. Wherever possible we strongly recommend acquiring a physical proof before confirming a print run and, as such, can not be held liable for any printing errors that could have been mitigated by the acquisition of a physical proof. This includes, but is not limited to, undesirable results of colour conversion or application of finishes.

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