



hanabanana
art+design
www.hanabanana.ca
hello@hanabanana.ca
+1 647 7030 290

Visualize your imaginations!

Rev. 003/II/2018

Rendering Services Terms and Conditions

Revisions

We create renderings based on the information you provide to us, such as drawings, plans, sketches, pictures or any other information that is important to your project. We submit rendering results for your review and you are free to mark it up and comment to re-submit for changes.

As part of our excellent service, we will provide “unlimited revisions” until you are satisfied with the results. Please note that the “unlimited revisions” are limited to the original design details provided at time of our agreement. Any mistakes or missing elements that we make during the rendering process will be revised at no charge.

It is important to have the **final drawings and designs** chosen before going into rendering so that the finished product is very close to what you need it to look like.

Any additional design changes, accessories, lighting, or any other elements, are charged at **\$150 for each “group item”**. The “group item” is counted as a group of a bunch of same-items (i.e. a group of chairs is counted as 1 group item; accessories is 1 group item; 2 different group of lighting fixtures are counted as 2 groups, and so forth).

OR maximum charge of the additional rendering revisions will be the **1 (one) full-price of the view** on agreement. For the lump sum price on the Quotation, the maximum charge of the additional rendering revisions will be stated on the Quotation.

Standard Rendering Size

Our standard rendering results are for commercial usages, with standard size to print on 8.5" x 11" or use on the web. Anything larger is considered a "large format rendering" and may require extra charges. The reason is because rendering an image takes hours. We need to know that you want your rendering in a larger size at the start of the project in order to properly price your renderings.

Sometimes, if we're rendering an image for a billboard 4' x 8' it can take over 200 hours to create depending on the image. For this reason we need to charge extra for the extra hours we are spending on your image.

In order to create a large format rendering, all we need to know is the size you're planning on printing it. For example, you tell us you want to print it on a 24" x 36" poster. We will provide you with an image you can send to your printer to print at this size.

We do not print any renderings as the cost of shipping them to our customers globally would be expensive. For this reason, it is most cost effective to you to send our image to a local printer to you and have them print your rendering, avoiding the shipping charges.



hanabanana
art+design
www.hanabanana.ca
hello@hanabanana.ca
+1 647 7030 290

Visualize your imaginations!

Rev. 003/II/2018

Lead Time

Most projects can be completed in 5 to 7 business days, however quantity, quality and complexity will dictate actual lead time. 360 view renderings and animations generally take longer. We would be pleased to provide you with lead time on your project.

Every consecutive changes or revisions will be delivered in 2-4 business days per view per revision. More complex changes or redraws may be delivered up to 10 business days, depending on the complexity of work. All redraw deadlines are determined by the receipt of all necessary information pertaining to the re-designing.

Please note that above turnaround times are valid during the Work Schedule in our agreement. Any delays providing feedback for markups will cause delay in the Work Schedule.

Any changes or revisions AFTER the Work Schedule will not have the same turnaround times above. We will provide the time frame for additional changes at time of request or as subject to discuss.

Privacy Policy

hanabanana art+design is committed to protecting your privacy. In order to provide a quick and accurate response to your design order, hanabanana art+design asks only for the information necessary to complete your order with precision. All the information is strictly for the use of hanabanana art+design, it will not be shared with any other third party. hanabanana art+design uses Secure Socket Layer (SSL) technology to protect your privacy when you place an on-line order.

The information we gather and how we use it: When you order a service or product, we need to know your name, your company's name, your email address, and your mailing address. This allows us to process and complete your order and to notify you of your order status. We also may ask some information about your company in order to have a creative direction for your design needs.

Cancellation and Refund Policy

We guarantee your full satisfaction or your money back. However, there will be an administration fee of 20% of your original purchase price will be deducted from the amount refunded.

Our services are final. In most cases, first rendering or any other submission will be created after a deposit is fully paid. If client agrees to have the first submission but fail to follow through with a project, we will assume that you are satisfied with it already, and we retain the right to bill you the rest of our fee as a full project in the amount agreed on the invoice. Once the rest of the fee is paid, we will send you the final result in a large scale without a watermark.

We may accept a refund request in some cases, at our discretion. For instance where we would accept a request for a refund would be if hanabanana art+design and client are unable to work together in a communicative and professional manner or if creative differences force an end to all work. If this is the case, we will bill at our regular hourly rate of \$100, and it will always be if the amount of hours put towards the job is less than the total amount of the deposit paid for the job. If this is the case, the remain money left after billing for all hours to date can be refunded to the client, and it may take up to 10 business days before the money will appear on your account. The money will be transferred back to your credit/debit card account.



hanabanana
art+design

www.hanabanana.ca
hello@hanabanana.ca
+1 647 7030 290

Visualize your imaginations!

Rev. 003/II/2018

The refund policy will not take effect in any of the following events:

- If you purchased an Animation service
- If you purchased a decoration design service
- If you have approved your design
- If work was commenced on one of your samples and information, and 2 or more design changes were effected at your request
- If the party for whom the design is being initially created closes, or changes its name, or changes its activity
- If the project was cancelled for reason(s) unrelated to the design of hanabanana art+design
- If you do not communicate with hanabanana art+design for more than 1 month following the submission of the design
- If other design companies were hired to work on the same design project at the same time
- If you purchased furniture (please refers to Furniture Policy)

Chargeback

If we receive a chargeback or payment dispute (i.e. PayPal Dispute) from a credit card company or bank, your service and/or project will be suspended without notice. A **\$100 chargeback fee per render view** (issued to recover fees passed on to us by the credit company), plus any outstanding balances accrued as a result of the chargeback(s) must be paid in full before service is restored, files delivered, or any further work is done. Instead of issuing a chargeback, contact us to address any billing issues. Requesting a chargeback or opening a dispute for a valid charge from us is fraud, and is never an appropriate or legal means of obtaining a refund. Please read and make sure you fully understand our refund policy prior to making a payment.

Legal Rights Agreement

All the rights of the design and artwork hanabanana art+design has created and designed for specific client belong to the client for which it was designed. But hanabanana art+design has rights to showcase the work on hanabanana art+design online and/or offline (printed) portfolio.

hanabanana art+design does not file a trademark application with respect to the designed for its client. For the logo design services, the client is free to register as a trademark the logo design created for it by hanabanana art+design.

In the event that payment for any design is not made in accordance with the payment policies of hanabanana art+design, then all of client's rights in and to the design created for it, including any trademark property, will immediately revert back to hanabanana art+design.

hanabanana art+design warrants that its designs are of its own creation and are not copied from or inspired by existing designs or trademarks but does not warrant that a design the same as or similar to that designed by it, but of which it was not aware at the time of its creation, does not exist.

If for some coincidental reason a creation designed by hanabanana art+design looks identical to another party's design, hanabanana art+design will provide a free redraw session with a new set of designs.



hanabanana
art+design

www.hanabanana.ca
hello@hanabanana.ca
+1 647 7030 290

Visualize your imaginations!

Rev. 003/II/2018

Other General Terms and Conditions

DEFINITIONS

“Goods” means any goods and/or services provided by the “Company” means hanabanana art+design. “Client” means the person, firm or company placing an order with the Company.

1) FORMATION OF CONTRACT

All Goods sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed in the policy section) which form part of the Client’s contract with the Company. Terms and conditions on the Client’s order form or other similar document shall not be binding on the Company.

2) ORDERS

Orders will be deemed to have been placed when an email confirmation has been received from a responsible executive of the client company.

3) RIGHT TO SUB CONTRACT

Unless otherwise agreed the Company shall be entitled to sub-contract all or any part of the work.

4) PAYMENTS

4.1 New clients or other clients out of terms may be expected to pay in advance for their services.

4.2 All other invoices issued by the Company shall be paid by the Client within thirty (30) days of the date of invoice unless otherwise agreed in writing by the Company. The Company will not start working on the service purchased until any payment is received.

4.3 If any amount of an invoice is disputed then the Client shall inform the Company of the grounds for such dispute within seven days of delivery of the services and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms.

4.4 The Company reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.

5) CANCELLATION

In view of the nature of the service, any order – once confirmed by the Company – is unable to cancel. Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses, work or cancellation conditions will be reimbursed to the Company forthwith. Please read carefully our Cancellation and Refund Policy.

6) DELIVERY

6.1 The majority of services as supplied by the company are dispatched electronically by email and shall be deemed as having been delivered when the email has been opened by the client.

6.2 The Company reserves the right to substitute conventional delivery methods without notice or penalty should electronic dispatch prove inconvenient; in which case delivery by the Company will be deemed to have taken place when the materials are handed to the custody of the Client at his premises or to a deputed messenger or courier when posted. The Company will be entitled to charge the Client for any expenses of delivery other than normal postage charges.

7) FORCE MAJEURE

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.