

Terms & Conditions

1. Services

These Terms & Conditions constitute an agreement (this "Agreement") between customer ("Customer") and Healthcare Inspirations, Inc. ("HCI"), a California Corporation, which covers consulting, design, manufacturing, delivery of services provided to Customer by HCI. All products and services offered for sale by HCI are sold subject to the terms and conditions stated herein. This Agreement shall apply to the sale of the products and/or services described in HCI estimates, purchase orders, invoices, or other contract documentation. Except as expressly agreed by an authorized representative of HCI in writing, no other terms and conditions, including any terms and conditions attached to, or contained within Customer's request for quotation, acknowledgment, purchase order, or other contract documentation shall apply. THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS PROPOSED BY CUSTOMER OR CONTAINED ON CUSTOMER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY CUSTOMER.

2. Time for Payment

Invoices are due and owing by Customer within 15 (fifteen) days of receipt by Customer and become past due 16 (sixteen) days following Customer's receipt. A 1.5% (one and five-tenths percent) monthly service charge is payable on past due balances. The grant of any license, intellectual property or right of copyright is conditioned upon receipt of full payment.

3. Default in Payment

Customer assumes responsibility for payment of all costs (including legal fees and court costs) incurred by HCI in connection with collection of any delinquent payments.

4. Estimates / Billing

A detailed estimate will be provided in advance for each project. Unless otherwise stated in such estimate, projects will be billed 50% (fifty percent) against the estimated expenses ("Pre-paid Deposit"). The outstanding balance will be billed at the project's close (which shall be determined at HCI's sole discretion), except for projects lasting longer than 30 (thirty) days, in which case, HCI reserves the right to bill the outstanding balance as follows: 25% (twenty-five percent) of the project balance may be billed at each 30 (thirty) day interval until the balance is exhausted. If a balance remains after these incremental billings, a final invoice will be rendered for the remaining balance. Fees and expenses estimated are minimum estimates only. Final fees and expenses will be shown when invoice is rendered. Customer's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% (ten percent) or more.

5. Payment

If Customer is paying by Purchase Order, product and services will not be fulfilled until an executed Purchase Order has been received by HCI.

6. Pricing

HCI reserves the right to change the prices and specifications of its products at any time without notice. Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Customer in addition to the price quoted or invoiced. In the event HCI is required to prepay any such tax, Customer will reimburse HCI.

7. Changes

Customer shall be responsible for additional charges for changes requested by Customer outside the original project scope. However, no additional payment shall be made for changes required to conform to the original assignment description. Customer shall offer HCI the first opportunity to make any changes.

8. Design Iterations

If a selection of design concepts are presented and one is chosen for your project, only that design is deemed to be given by HCI as fulfilling the agreement. All other designs remain the property of HCI, unless specifically agreed to in writing.

9. Source Files

HCI will supply low resolution PDF proofs, JPG, PNG, and Press-Ready PDF files as appropriate for printing, internet or app use. Charges for design work do not cover the release of our copyrighted design source files, including but not restricted to .indd, .psd, .ai, .qrk, .tiff or other source files or raw code; if the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge.

10. Delivery and Shipment.

HCI will make every effort to ship the products or provide the services hereunder in accordance with the requested delivery date, provided, however, that HCI accepts no liability for any losses or for general, special or consequential damages arising out of delays in delivery.

11. Title

Title of all products shall remain with HCI until the shipment of products from one of HCI's facilities. Upon shipment, title and risk of loss or damage to products shall be assumed by Customer.

12. Limitation Of Liability

In no event shall HCI be liable for anticipated or lost profits or for special, punitive, indirect, incidental, or consequential damages. HCI's total liability on any claim of any kind for any loss or damage whatsoever arising out of or in connection with or resulting from this Agreement or from the performance or breach thereof shall in no case exceed the price allocable to the products or services or units thereof which gives rise to the claim.

13. Acceptance of Products and Product Returns

Customer must notify HCI in writing of any damage, shortage, or other discrepancy to products ("Products") received from HCI within ten (10) days following delivery. After the tenth (10th) day, Customer is deemed to have accepted the Products and may not revoke acceptance. Returned Products must be in original manufacturer's shipping cartons or equivalent. Customer must return all products, freight prepaid and pay any restocking charges. At HCI's discretion, HCI may return all Products not eligible for return to Customer freight collect, or hold Products for Customer's account at Customer's expense.

14. Assignment

Customer shall not assign its rights or its obligations under this Agreement without the written consent of HCI.

15. Expenses

Customer shall reimburse HCI for all expenses incurred in the execution of their order, including, but not limited to: transportation, overnight delivery and messenger services. All shipment costs shall be paid by Customer, and if prepaid by HCI, the amount thereof shall be reimbursed by Customer.

16. Cancellation

In the event of cancellation, ownership of all copyrights and original artwork shall be retained by HCI, and a cancellation fee for the work completed, based on the project estimate and expenses already incurred, shall be paid by Customer. If raw goods are purchased to manufacture Customer's order (paper, laminate, framing materials, etc.) and Customer cancels an order after HCI has acquired such goods, then a 20% (twenty percent) cancellation fee based on the value of the raw goods will also be due.

17. Portfolio

HCI reserves the right to use a representation of the work produced for Customer online and in print for marketing purposes. No additional fee or concession will be due Customer for this use.

18. Governing Law

Any disputes arising hereunder shall be governed by the laws of the state of California and brought in the courts of the County of Sacramento, State of California.

19. Acceptance of Terms

Customer's signature on this Agreement will constitute acceptance of this Agreement and its terms. This Agreement will remain in effect for all future projects.

.....
Customer Signature

.....
Title

.....
Printed Name

.....
Date

