



General Conditions

This Agreement, between the contractor, hereinafter referred to as "Octop" party or the "Contractor", and the contracting party, hereinafter referred to as "Contractee".

Contractor is engaged in providing the contractee with an updated design of a pre-existing wordpress theme. The design services will be rendered, further referred to as 'conditions' remotely in the home of Aleksandar Vujovic at 2521 Central Ave, #205, Alameda, CA, 94501. Octop hereby declares that this agreement and the services rendered are compliant with Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements.

preamble

- A Octop is a production and visual consulting entity, with ties in particular to mobile and web design production and development.
- B Contractee is able to mediate the final project, including the services rendered for distribution to original client as Contractee's own separate contract. This contract merely governs the conditions under which a section of this project was outsourced.
- C Octop reserves the right to define the basic contracting terms and conditions in in which Octop will produce or render services for Contractee, who in turn is expected to utilize services rendered under his own agreement with the end client.
- D Neither party is aware of any restraints that could prevent them from closing this Contract.Contractee

§1 opening conditions

- I Octop remains open to commission and contract work during the engagement which this contract concerns. By signing this contract, both parties acknowledge that the engagement begins in accordance to conditions set forth in this contract.
- II Octop may, at their discretion choose to appoint an unnamed client to render or aid in rendering the services outlined in appendix A.
- III Octop is a separate business entity from Tim Martin. Octop hereby acknowledges the responsibility for rendering services agreed-upon and listed in Apparatus A, in a timeframe negotiated prior to signing this contract in electronic, phone or postal correspondence and verified in Apparatus C of this contract. Octop is free from any ties to Tim Martin other than those defined in this contract.
- IV Services rendered will or have been negotiated as of signing this contract. Once this agreement has been signed by both parties, Tim Martin and Octop hereby acknowledge that the services listed in Apparatus A are binding to this contract and define the scope of the project and its deliverables.
- V The contractee acknowledges that all parts of this contract are binding by the US Business Law. If the agreement does not defy any commitment between the parties while on business, or if the commitment of parties does not fall under Business Law, Octop and Tim Martin both acknowledge that their agreement is governed by US Business Law.
- VI Unless otherwise stated in Terms and Conditions, any conditions disclosed in the §1 "Opening Terms" take priority over §2 and §3 or appendices A, B and C. §2 to §3 "Terms and Conditions" and any adjustments of conditions disclosed in electronic, phone or postal correspondence.
- VII Octop reserves the right to terminate the effectiveness of this contract at Octop's discretion without further clarification. Should Octop or the contractee step outside conditions listed in this contract or violate any conditions of this contract, both parties agree that they are governed by US Business Law. Octop reserves the right to refuse service any time, should the conditions arise during the execution of the services.

§2 shipping conditions

- I Unless otherwise stated in the appendices, ie. appendix A; Document of Rendered Services, appedix B; Means of Execution and Delivery or appendix C; Timeframe of Delivery and Payment, Octop fulfills their commitment of the delivery of digital or hard goods (hence forth referred to as 'goods') and/or rendered services by by allowing Contractee to deal with the merchandise by delivering the goods on a flashdrive, over email or file download.
- II If digital means of delivery, hence forth referred to as 'soft delivery' become impossible or impractical due to size of digital goods, electronic failures, server issues and similar uncontrollable acts, Contractee has the right to request said digital goods/rendered services via a hard copy, ie. CD/DVD, flashdrive, flashcard, henceforth referred to as 'hard delivery'.
- III Means of Delivery, ie. Personal pick-up of goods via either 'soft deliery' or 'hard delivery' will be determined by both parties in appendix B and C. Contractee has the right to specify the form of delivery as well as the means of delivery as a client. Octop is obliged to comply with the preferred means of delivery. 'Hard delivery' may be subject to a surcharge for obtaining the storage for 'hard delivery'.
- IV Contractee is obligated to comply with Octop's hours of operation and thereby make arrangements ahead of time to specify the date and time of delivery of goods/rendered services. Contractee can not demand that the date of delivery be prior to the date of delivery defined in appendix C.
- V Negligence of Contractee to pick up or otherwise attain the goods/services rendered within 7 calendar days is considered a breach of the Terms of Agreements. Octop has the right to render a surcharge to cover costs of redelivery. Negligence of Contractee to complete the delivery on Contractee's part binds Contractee to cover all expenses associated with re-delivery by means determined in appendix C.
- VI Should Octop allow Contractee to deal with the goods/services rendered and Contractee breaches the conditions agreed upon in appendices A,B and C by not arranging for the pickup of the goods within a specified time, Octop takes appropriate measures to preserve the goods in hard copy, ie. CD/DVD, flashdrive, flashcard, etc. Unless otherwise defined in appendix C, Should Contractee neglect to collect the goods for a period longer than 7 calendar days, Octop has the right (not obligation) to ask Contractee for a delay fee or 5% of the pre-Tax total of fees defined in appendix C for every started calendar week of the goods not being collected.
- VII Octop commits to secure the goods/services rendered through means of password protected digital archives, should Contractee specify to do so.
- VIII Contractee gains the right of ownership of all the goods/services renderd paid for in the full purchase price. Should Contractee pay for merchandise prior to the shipping date, Contractee will gain the right of ownership of the paid-for merchandise once the goods/services rendered have been marked as complete.
- IX In the rare event that goods/services delivered are defective, ie. digital files become corrupted or entire parts of agreed-upon goods/services are missing, Contractee has the right to ask for re-delivery at Octop's expense.
- X Prior to delivery, a preliminary watermarked version of the goods/services rendered will be presented to Contractee. At this time, Octop has the right (not obligation) to render a surcharge to any request to adjust the goods which already fall under the conditions listed in this contract or its appendices.
- XI Should Octop prepare the ordered goods/services rendered for shipment prior to scheduled time, Contractee is required to take custody of the goods/services rendered.

The Return Policy further defines the warranty on the returning of the merchandise. This policy applies to goods/services purchased by Contractee from Octop, the return claim of which has been made within the warranty period. The Return Policy has been compiled in accordance to the Business Law. By collecting ordered goods/services rendered from Octop or a third party delivery service, Contractee agrees to the conditions of the Return Policy.

§3 return policy

- I Unless an alternate arrangement has been made in writing between Octop and Tim Martin, Octop offers warranty on goods/services rendered for the period of 3 months. The goods are considered defective if their quality or structure is not in accordance with the contract, of which these conditions are a part, or if merchandise delivered does not match that stated in the contract appendices. Goods/services of which a lower quantity than agreed has been delivered are not considered defective.
- II Warranty period for the delivered merchandise begins the day of the transfer of the Risk of Damages to Tim Martin and is extended by the period of time the goods/services rendered have spent in the warranty process. Completed warranty claims' period of warranty is extended by the period of time in which the claim is being processed. (The warranty claim process period begins with the shipment of the goods/services rendered and ends the day or the resolution of the claim, not with the day of pick-up by Tim Martin.) In the case of unauthorized warranty claim the warranty period is not extended. Should the goods/services rendered be replaced with new goods/services rendered, the warranty period is renewed to start at the time of the delivery of the goods/services rendered.
- III Tim Martin is obligated for inspecting the goods/services rendered for damages after delivery, as soon as possible, or within 3 days of delivery to make a written warranty claim if applicable, without needless postponement.
- IV Product defects are the responsibility of Octop if:
 - The defect exists on the goods at the time of the transfer of the goods/services to the contractee even if the defect becomes apparent after the time.
 - The defect was caused by the breach of the obligation of Octop.

The responsibility however is not absolute and Octop is devoid of the responsibility to honor a warranty claim under the following conditions:

- The Defects were caused during the production of the goods/services rendered, through the use of the items supplied by Tim Martin for this purpose.
 - Tim Martin was aware of the defects, or should have known, through knowledge of the circumstances, under which this contract was closed.
- V The warranty does not cover the following cases:
 - a Defects were caused through the use of improper plugins, improper software and the potential damages caused
 - b Defects were caused through improper use, incompetent or inadequate handling, use or installation, which are in conflict with the conditions stated in this contract or general policy
 - c Defects, which were caused through recommended use or general wear
 - d Defects caused through mechanical damage to the goods/services rendered
 - e Defects caused through the use of the goods/services rendered under unrecommended conditions
 - f Defects caused through incompetent installation, handling, use or lack of care/neglect of the goods/services rendered
 - g Defects caused through unqualified tampering or change of parameters
 - h Goods/services rendered which were modified by Tim Martin or a third party (rewriting, cleanup, change of parameters etc.)
 - i Goods/services rendered which were damaged through acts of nature or a higher power
 - j Should Octop deliver the goods/services rendered to Tim Martin prior to specified time for delivery, Octop can repair damaged goods/services rendered, correct missing quantity of goods/services rendered or deliver alternate goods/rendered services. In this case, Tim Martin cannot claim for damages.
 - k Octop is not responsible for damages caused in transit. Tim Martin is obligated coordinate with Octop to make arrangements for re-delivery.

§3 return policy cont'd

- VI Means of Warranty, Claim processing period: When making Warranty Claim, Contractee is obligated to present the goods/services rendered to Octop (or the damaged part, if applicable). To ensure prompt resolution of Warranty Claim, Contractee should present proof of purchase, ie. PDF or hardcopy of contract and its appendices. Contractee is responsible for shipping expenses, and is also responsible for ensuring the goods/services rendered are packaged and delivered in a manner adequate for shipping by Octop, correctly labeled and must attach a written specification of the damages to the goods/services rendered. Octop will notify Contractee of the result of the claim in writing through means of digital or postal mail, no longer than 14 days from the date the claim is received. Otherwise, the Warranty claim is considered acknowledged.
- VII After review of supporting documents and swift inspection of the goods/services rendered being claimed for warranty, Octop will:
a) Acknowledge the claim and resolve it in place
b) If resolution in place is not possible, will accept the claim into the warranty claim process, which will proceed to resolve the authorized claim without unnecessary delays
c) refuse to accept the claim as an unauthorized warranty claim and will return the goods/services rendered to Contractee
- VIII Should Octop find that further inspection of the goods/services rendered/claim is required, Octop may accept the claim as authorized and proceed to resolve the claim without unnecessary delays, or refuse to accept the item. Octop will present documentation, ie. Proof of claim to Contractee.
- IX In the case of Authorized warranty claims, Octop may proceed as follows:
a) In the case the defects are removable, Octop will remove the defect of the returned goods/services rendered
b) In the case the defects are not removable, Octop will exchange the goods/services rendered for new (ie. The damaged part)
c) In the case Octop cannot acquire and offer new goods/services rendered as replacement, Octop will provide Contractee with an appropriate discount from the price of the product.
Octop may approach individual warranty claims as ordered above, Contractee may not choose between the above mentioned approaches.
- X Storage billing: If Contractee fails to pick up the resolved claim item, i.e. repaired goods/services rendered or new goods/services rendered within 30 days from the day, the warranty claim must be closed. Contractee may be charged a storage fee of 1% of the pre-Tax invoice for each started day from the effective closing date of the warranty claim. Should Contractee fail to pick up the merchandise before the storage fees amount exceeds the value of the returned goods, the goods/services rendered may be used as collateral for the incurred fees.
- XI Unauthorized claims. In the case of unauthorized claims, Octop has the right to request a fee from Contractee corresponding to the total cost of the warranty process.

§4 payment policy

- I In accordance with the Framework Contract, Octop is authorized to present Contractee with the Advance Invoice in appendix C with estimated production time. Should the Advance Invoice not be paid for in the time period listed on the Advance Invoice, the shipping time listed in appendix B, will be extended by the corresponding time Contractee takes to pay for the goods/services rendered in full. Postponement and neglect of the Advance Invoice longer than 5 calendar days is considered a breach of the Terms of Agreement. Octop has the right (not obligation) to terminate the order and/or render additional charge of 5% of the pre-Tax invoice amount, defined in appendix C, for each day started from the fifth calendar day after goods/services rendered have been delivered (confirmed or unconfirmed by contractee).
- II After the delivery of the goods/services rendered, Octop is obliged to present Contractee with the Final Invoice, corresponding to the final production time. Any adjustment in estimated production time shall not exceed 140% of the estimated production time. In the event that the actual production time exceeds 140% of the estimated production time, Contractee can be billed for a maximum of 140% of the Advance Invoice in appendix C. Should Contractee pay the Advance Invoice, it will be billed on the Final Invoice upon the delivery of the goods/services rendered.
- III Unless another arrangement has been made between Octop and Contractee, the payment of the Final Invoice is due 5 calendar days from the day of issuance of the corresponding invoice.
- IV If an invoice is not adequate as a tax document required by the law, Contractee is authorized to return the invoice to Octop for correction or amendment in the pay-by period on the invoice. Until the return of the corrected invoice, Contractee is not delinquent with the payment of the purchase price. Should Contractee not claim a correction in the pay-by period, the payment delinquency does not have a delayment effect on the responsibility of Contractee to pay the Final Invoice fees based on the issued invoice.

sanction for the breach of agreement

- a Should the payment of the fees by Contractee be delinquent, Contractee is obligated to pay Octop a delinquency interest in the amount determined by legal regulations. In addition to the delinquency interest, Octop is authorized to demand an Agreement Penalty from Contractee at 0,05% rate per day from the total sum owed. Total sum owed is effective on the day of delivery and should be paid in full by the fifth day after the Final Invoice has been presented to Contractee.
- b Should Octop be delinquent with the supply of goods/services rendered, Contractee is authorized to demand an Agreement Penalty at 0,03% per day of the Final Invoice fees, however not exceeding 15% of the Final Invoice total.