

General Terms and Conditions

Version 2026-10-08

Wegerstedt Studio AB

Company reg. no. 559583-4895

1 Application of these Terms

These General Terms and Conditions (the "Terms") apply when Wegerstedt Studio AB, company registration number 559583-4895, with its registered office in Karlstad, Sweden ("Wegerstedt Studio"), provides services (the "Services") to a business or other organisation (the "Client"), provided that the relevant quotation refers to these Terms. The Client is identified in the quotation. These Terms do not apply where the Client acts as a consumer.

2 Contract Documents and Order of Precedence

The Contract consists of the quotation accepted by the Client, these Terms, and any appendices specified in the quotation. In the event of any conflict between the documents, the quotation shall take precedence, followed by any project-specific appendices and, lastly, these Terms.

3 Scope of the Services

The scope, deliverables, timetable and price of the Services are set out in the quotation. Only work and deliverables expressly stated in the quotation are included. Requests or requirements arising after the Contract has been entered into shall be treated as a change to the Services or as additional work.

4 Client Responsibilities and Materials

The Client is responsible for providing, in due time, the materials, information, decisions and approvals required for Wegerstedt Studio to perform the Services. The materials must be accurate, complete and suitable for their intended purpose. The Client is also responsible for coordinating the relevant persons within its organisation and for providing consolidated and clear feedback.

5 Timetable, Feedback and Delays

The timetable is conditional upon the Client providing materials, feedback, decisions and approvals as agreed, and upon receipt of any payment required before the project begins. If the Client is delayed or requests changes that affect the work, Wegerstedt Studio may adjust the timetable and reschedule the relevant delivery dates. Such an adjustment shall not constitute a delay on the part of Wegerstedt Studio.

6 Design Proposals and Further Development

The number of design proposals is stated in the quotation. Design proposals are presented as concepts, sketches or visual materials and do not constitute a final deliverable. The Client shall provide feedback on the presented materials for the purposes of further development.

7 Revisions

The number of revision rounds included in the Services is stated in the quotation. A revision round means that the Client provides consolidated feedback on the presented materials on one occasion, after which Wegerstedt Studio implements the changes falling within the agreed scope of the Services. What constitutes a revision shall be assessed through dialogue between Wegerstedt Studio and the Client, taking into account the scope of the Services and the feedback provided. If, following such dialogue, the Client's requests are considered sufficiently extensive to constitute new work beyond the agreed scope, that work shall be treated as additional work. Wegerstedt Studio shall inform the Client before such work begins.

8 Additional Work and Changes to the Services

Work beyond the stated scope of the Services shall be treated as additional work and charged at the hourly rate specified in the quotation, unless another price is agreed. Additional work shall only be performed after approval by the Client and may require the timetable to be adjusted.

9 Proofs and Client Approval

The Client is responsible for reviewing materials submitted for proofing or approval, verifying that the content, factual information, codes, dimensions and other details are correct, and identifying any errors or discrepancies that the Client could reasonably have detected during the review. Approved materials shall form the basis for the final delivery or production. Changes requested by the Client after approval may be treated as additional work. The Client's approval does not limit Wegerstedt Studio's responsibility for ensuring that the final delivery corresponds to the approved materials or for technical errors and other errors in the performance of the Services that the Client could not reasonably have detected during the review.

10 Production and External Suppliers

If materials from the Services are to be provided to a printer, producer or other external supplier, the Client shall ensure that Wegerstedt Studio receives the technical specifications required by that supplier. Wegerstedt Studio is responsible for ensuring that the final delivery complies with those specifications and with the materials approved by the Client. Any contact between Wegerstedt Studio and the supplier does not make Wegerstedt Studio a party to the agreement between the Client and the supplier. Wegerstedt Studio is not responsible for errors, delays or discrepancies in the supplier's work.

11 Price, Invoicing and Payment

The price, currency, payment schedule and payment terms are set out in the quotation. Prices exclude VAT and any corresponding sales taxes unless otherwise stated. Any such tax shall be charged where required by applicable law. The Client is responsible for fees charged by its bank, payment service provider or any intermediary bank, and Wegerstedt Studio must receive the full invoiced amount. If payment is required before the project begins, the Services shall commence once the payment has been received.

The agreed price relates to the work and deliverables included in the Services and does not depend on whether or to what extent the Client chooses to use the results. If the Client cancels or terminates the Services, clause 14 applies.

12 Late Payment and Right to Suspend Work

If payment is not made on time, Wegerstedt Studio is entitled to default interest in accordance with the Swedish Interest Act (1975:635). Wegerstedt Studio is also entitled, after notifying the Client, to suspend the work and withhold delivery until the overdue payment has been received. The timetable shall be adjusted to reflect the suspension, and any resulting delay shall not constitute a delay on the part of Wegerstedt Studio.

13 Dormant and Delayed Projects

If the project becomes dormant because the Client fails to provide materials, feedback, decisions or approvals as agreed, Wegerstedt Studio may remove the project from its current schedule. Work shall resume subject to Wegerstedt Studio's availability, and a new timetable shall be determined in consultation with the Client. If the project becomes dormant, Wegerstedt Studio is entitled to invoice work already performed, less any amounts previously invoiced, even if the ordinary payment schedule provides for invoicing at a later date.

14 Cancellation and Termination of the Services

14.1 Cancellation by the Client

If the Client cancels the Services after the Contract has been entered into, Wegerstedt Studio is entitled to payment for work performed, costs incurred and any other reasonable financial loss resulting from the cancellation.

14.2 Calculation of Compensation for Fixed-price Services

For fixed-price Services, the compensation shall be calculated with regard to the proportion of the Services completed and the stage reached at the time of cancellation. The agreed payment schedule does not limit Wegerstedt Studio's right to compensation under this clause. Amounts already paid by the Client shall be deducted from the compensation. Any balance shall be invoiced or refunded, as applicable.

14.3 Wegerstedt Studio's Right to Terminate the Services

Wegerstedt Studio may terminate the Services if the Client materially breaches its obligations under the Contract and fails to remedy the breach within a reasonable period after being notified. Compensation shall then be calculated in the same manner as for cancellation by the Client.

15 Delivery and File Formats

15.1 Final Delivery and File Formats

Final delivery shall be made in the file formats stated in the quotation or otherwise agreed by the parties. Other file formats, adaptations or versions are included only if agreed.

15.2 Editable Working Files

Editable working files are not included in the delivery unless expressly stated in the quotation. If such files are to be included, this and the applicable fee shall be specified in the quotation.

15.3 Changes after Delivery

Wegerstedt Studio is not responsible for errors or discrepancies arising because the Client or any other person modifies or converts the delivered materials, extracts parts from them or otherwise processes them after delivery.

15.4 Storage after Delivery

Following delivery, the Client is responsible for storing and backing up the materials.

16 Copyright and the Client's Right of Use

16.1 Rights to the Final Deliverables

Copyright and all other intellectual property rights in materials created by Wegerstedt Studio as part of the Services remain with Wegerstedt Studio unless expressly agreed otherwise.

16.2 Scope of the Client's Right of Use

Once the Client has paid all invoices relating to the Services, the Client is granted the right to use the final approved design for the purpose and product specified in the quotation. Unless otherwise stated in the quotation, the right of use applies worldwide and for the duration of the applicable intellectual property rights. Any limitations relating to channels, territory, duration or other scope stated in the quotation shall apply.

Unless otherwise stated in the quotation, the Client's right of use is exclusive in relation to the final approved design as a whole. Exclusivity does not apply to third-party materials or to individual elements, techniques, ideas, methods or know-how that are not unique to the final approved design.

The right of use is subject to the limitations applicable to third-party materials under clause 19.

16.3 Restrictions on the Right of Use

Without a separate agreement with Wegerstedt Studio, the Client may not modify or adapt the design, use all or any part of it for other products, services or purposes, or transfer the right of use to any other person.

16.4 Use by an External Supplier

The Client may, however, allow an external supplier to use the delivered materials to the extent necessary for the use covered by the Contract.

16.5 Legal Clearance and Registration

Unless expressly included in the quotation, Wegerstedt Studio does not conduct legal clearance searches or assess whether a name, trade mark, design, domain name or other material is available for use or registration in any jurisdiction. Before use, launch or registration, the Client is responsible for obtaining any legal advice and clearance required for the relevant countries and markets.

17 Design Concepts and Working Materials

17.1 Rights to Design Concepts and Working Materials

All rights in concepts, sketches, design proposals, visual presentations and other working materials created by Wegerstedt Studio remain with Wegerstedt Studio. This applies whether the Services are completed, cancelled or terminated.

17.2 Internal Sharing

The Client may retain and share the materials internally solely for review and future consideration. This does not give the Client, its employees or any other persons within its organisation the right to use, modify, publish or further develop the materials.

17.3 Prohibited Use and Further Development

Without a separate agreement, the materials may not be disclosed outside the Client's organisation or used as a reference or basis for the Client or any other person to create an identical or substantially similar design.

17.4 Reuse and Acquisition of Proposals

Wegerstedt Studio may reuse, adapt and further develop proposals not selected by the Client in other contexts, provided that this does not restrict the Client's rights in the final design. If the Client wishes to acquire or reserve the rights to a proposal not selected, a separate agreement and fee are required.

17.5 Unauthorised Use and Compensation

If the Client uses the materials in breach of this clause, Wegerstedt Studio is entitled to reasonable remuneration for the unauthorised use and compensation for any additional loss that can be substantiated.

18 Materials and Rights Provided by the Client

18.1 Client Responsibility for Rights

The Client is responsible for obtaining all rights, licences, permissions and approvals required for Wegerstedt Studio to use and adapt materials supplied by the Client as part of the Services, including texts, images, illustrations, logos, existing designs, reference materials, original files, working files and font files. The Client is also responsible for ensuring that the materials may be incorporated into the agreed final delivery and that any instructions or requirements based on third-party materials may be followed without infringing the rights of any other person. Wegerstedt Studio has no obligation to investigate the origin of the materials, the identity of any rights holder, or whether the intended use and adaptation are permitted.

18.2 Wegerstedt Studio's Right to Use the Materials

The Client grants Wegerstedt Studio the right to use and adapt the materials to the extent necessary to perform the Services and produce the agreed final delivery. Wegerstedt Studio may allow a subcontractor to use and adapt the materials to the same extent where necessary for that subcontractor to perform part of the Services. The Client shall inform Wegerstedt Studio of any restrictions on their use or adaptation.

Where there are reasonable grounds to suspect that a requested use or adaptation would infringe third-party rights, Wegerstedt Studio may decline or suspend the relevant part of the Services until the Client has demonstrated that the necessary rights are in place or the instructions have been amended.

18.3 Third-party Claims

If a third party brings a claim against Wegerstedt Studio because the Client lacked the necessary rights, licences, permissions or approvals for materials supplied by the Client, Wegerstedt Studio shall notify the Client without undue delay. At Wegerstedt Studio's request, the Client shall assist in handling the claim and shall reimburse Wegerstedt Studio for reasonable legal costs and substantiated loss, including damages awarded by a final judgment and amounts payable under a settlement approved by the Client, provided that Wegerstedt Studio used the materials within the scope of the Services.

19 Fonts, Images and Other Third-party Materials

19.1 Licence Terms for Third-party Materials

Fonts, photographs, illustrations, software and other third-party materials are subject to the licence terms of the respective rights holder.

19.2 Fonts

Font files are not included in the delivery. If a specifically agreed delivery requires the Client to have access to a font, the Client is responsible for obtaining and paying for its own licence.

19.3 Other Third-party Materials

For other third-party materials, the Client receives only the rights of use granted under the relevant licence and under the Client's right of use pursuant to this Contract. The inclusion of third-party materials in the final delivery does not entitle the Client to extract or use those materials separately.

19.4 Costs of Third-party Materials

Wegerstedt Studio shall inform the Client before purchasing or using any such material that entails a cost, unless that cost is already included in the quotation.

20 Right to Display the Work

Once the Client has made the work public, Wegerstedt Studio is entitled to present the final design and describe the project as a case study on Wegerstedt Studio's website, social media, in presentations and in other marketing materials. The materials may not be displayed before the Client has made the work public without the Client's approval. Any agreed confidentiality obligations shall be observed, and no confidential information about the Client or the Services may be disclosed.

21 Confidentiality

21.1 Confidential Information

Neither party may disclose information about the other party's business or the Services that should reasonably be regarded as confidential.

21.2 Permitted Disclosure

Such information may, however, be disclosed to persons who need it for the Services to be performed, provided that they are subject to corresponding confidentiality obligations.

21.3 Exceptions to Confidentiality

The confidentiality obligations do not apply to information that is publicly known or that a party is required to disclose by law or by an order of a public authority.

21.4 Continuing Effect of Confidentiality

The confidentiality obligations shall continue after the Services have ended and do not restrict Wegerstedt Studio's right to display work that has been made public in accordance with clause 20.

22 Personal Data

Wegerstedt Studio processes personal data in connection with the Client relationship and the Services in accordance with applicable data protection law. Information about the processing is available at [wegerstedt.studio/privacy](https://www.wegerstedt.studio/privacy). Each party is independently responsible for the personal data processing for which it determines the purposes and means.

If Wegerstedt Studio is to process personal data on behalf of the Client as part of the Services, the parties shall enter into a separate data processing agreement before such processing begins.

23 Liability and Limitation of Liability

23.1 Direct Loss

Wegerstedt Studio is liable for direct loss suffered by the Client as a result of error or negligence in the performance of the Services.

23.2 Indirect Loss

Wegerstedt Studio is not liable for indirect loss, including loss of profit, loss of revenue or loss of production.

23.3 Liability Cap

Wegerstedt Studio's aggregate liability is limited to the agreed fee for the relevant Services.

23.4 Exceptions to the Limitations

The limitations do not apply where the loss was caused intentionally or through gross negligence, or to the extent otherwise required by mandatory law.

24 Force Majeure

24.1 Circumstances beyond a Party's Control

Neither party shall be liable for delay or failure to perform an obligation under the Contract where this is caused by a circumstance beyond that party's reasonable control which the party could not reasonably have foreseen, avoided or overcome. Such circumstances may include war, decisions by public authorities, widespread operational or communications outages, fire, natural disasters, epidemics or industrial disputes.

24.2 Notice and Adjusted Timetable

The affected party shall notify the other party as soon as possible. The timetable shall be adjusted to reflect the extent and duration of the impediment.

24.3 Prolonged Impediment

If the impediment continues for an extended period and materially affects performance of the Services, either party may terminate the part of the Services that has not yet been performed. The Client shall then pay for work already performed and costs incurred before termination.

25 Amendments and Assignment of the Contract

25.1 Amendments and Additions

Amendments and additions to the Contract must be agreed by both parties by email or by another means that can be documented.

25.2 Assignment of the Contract

Neither party may assign its rights or obligations under the Contract to any other person without the other party's approval.

25.3 Subcontractors

Wegerstedt Studio may, however, engage subcontractors to perform parts of the Services and shall be responsible for their work as if it were its own.

26 Governing Law and Disputes

The Contract shall be governed by and construed in accordance with Swedish law. If a dispute arises, the parties shall first seek to resolve it through dialogue and negotiation. If no resolution can be reached, the dispute shall be subject to the exclusive jurisdiction of the Swedish courts, with Värmland District Court as the court of first instance.

27 Version and Validity of these Terms

27.1 Applicable Version

These Terms are identified by a version date. The version stated in the accepted quotation shall apply to the Services.

27.2 Subsequent Versions

If Wegerstedt Studio later publishes or uses a new version of these Terms, this shall not affect Contracts already entered into unless the parties expressly agree otherwise.

27.3 Severability

If any provision of the Contract is invalid or unenforceable, this shall not affect the validity of the remaining provisions.

27.4 Language Versions

If these Terms are available in more than one language, the language version referred to in the accepted quotation shall apply. In the event of any discrepancy between language versions, the version referred to in the quotation shall prevail.