

GENERAL DELIVERY TERMS OF AN ILLUSTRATION COMMISSION

1. Scope of application

1.1 These delivery terms form a part of the commission between the Buyer and the Illustrator. The commission enters into effect when both parties have signed it or otherwise approved it either in writing or electronically. These delivery terms are applied to commissions related to illustration, unless otherwise agreed.

2. Definitions

Illustrator denotes the supplier of an illustration. Buyer denotes the orderer of the illustration. Agreeing parties refers to the Buyer and the Illustrator together.

Work denotes contract work performed by the Illustrator as defined in the commission agreement.

Rights of use denote the Buyer's right to use the Work for the purpose defined in the commission agreement.

Moral rights denote the Illustrator's right to be mentioned as the creator of the Work and prohibition on altering the Work in a manner that insults the dignity of the Illustrator or publishing the Work in an insulting form or context.

New edition of the Work only denotes new print runs of the same publication, possibly with minor corrections. New and corrected editions must always be agreed separately.

3. Delivery and schedule of a Work

3.1 These terms of delivery concern the agreed use of a Work that is defined in more detail in a separate commission agreement.

3.2 The Illustrator is responsible for delivering the Work to the Buyer according to these general terms of delivery and the commission agreement.

3.3 The Buyer provides the Illustrator with information concerning the use of the commissioned Work and the special technical requirements set for it. The Buyer must deliver all of the necessary information to the Illustrator at the agreed upon time and in the agreed upon format. The agreeing parties come to a mutual agreement on the schedule of the commissioned Work and the costs resulting from a possible delay.

3.4 The Illustrator has the right to use subcontractors. In these cases the Illustrator is responsible for the work of their subcontractors as if it were their own.

3.5 Original copies of the delivered Work are the property of the Illustrator. The Buyer is responsible for handling the Work they have received confidentially and according to good practices. Possible non-digital originals must be returned to the Illustrator in impeccable condition after the agreed upon use concludes.

4. Copyrights and right of use of the Work

4.1 Copyrights to the Work belong to the Illustrator or their licensor.

4.2 The right of use is only valid in the chosen territory/territories.

4.3 The right granted to the Buyer is not an exclusive right. If an agreement is made on exclusivity, the exclusivity only concerns the use of the Work as defined in the commission agreement for the period of time defined in the commission agreement.

4.4 This agreement does not grant the Buyer the right to the drafts of the Work delivered to the Buyer.

4.5 If the Buyer does not make use of the work in 5 years, all rights to the Work and its drafts return to the Illustrator.

4.6 The Work cannot be published in other sizes, colours or in an otherwise altered state, and any changes to the Work desired by the Buyer must be agreed separately with the Illustrator.

4.7 The Buyer has no right to transfer rights of use to a third party without written approval from the Illustrator and reasonable compensation.

4.8 When publishing the Work or when making copies of the Work, the Illustrator must be mentioned according to good practices. Furthermore, the Buyer must respect the Illustrator's moral rights when exercising their right of use and possible right of alteration.

4.9 In conjunction with the digital publication of the Work, the publisher must ensure that the resolution and file format of the images are adequate for ensuring a high-quality publication of the Work, depending on the application.

4.10 Regardless of the Buyer's possible exclusive right, the Illustrator may freely use the Work as a reference case on their website or in competitions, for example.

5. Fees

5.1. The fee must be paid to the Illustrator according to the agreed payment schedule, or if a separate agreement on the schedule has not been made when the completed Work is handed over to the Buyer.

5.2. As a rule, the commission agreement strives to use compensation models that have become established in the industry regarding fees for completing a work, compensation for use, royalties, expense compensations or the possible combinations of these.

5.3. If the content of the commission changes during the commission, the Illustrator has the right to compensation for the extra work they perform. The fee described in the commission agreement must be paid regardless of whether the Work is used or not.

5.4. If a draft piece is used instead of the actual delivered Work with the Illustrator's approval, the fee described in the commission agreement must be paid to the Illustrator.

5.5. When an order is placed using the draft order model, good practices dictate that the Illustrator must be notified of whether more than one illustrator is performing the same task.

5.6. The Buyer does not have the right to unilaterally cancel a commission unless the agreeing parties have come to an agreement on the right to cancel a commission and the reasonable compensation to be paid in such a situation.

5.7. Unless otherwise agreed in the commission agreement, regarding books and other equivalent printed publications, the fee is only compensation for the first edition of the Work. When issuing a new edition, the Illustrator has right to additional compensation unless otherwise agreed. If there is an agreement on a new edition, but no fee has been defined by the agreeing parties, this fee is 50 % of the original compensation.

6. Legal responsibilities and breach situations

6.1. The Illustrator is responsible for ensuring that they or their licensors have copyright to the Work described in the commission agreement and that using the Work for the purposes defined in the agreement does not violate the copyright or other intangible right of third parties in any way or extent.

6.2. The Illustrator is liable for all damages and costs possibly incurred by the Buyer for breaches of the aforementioned rights. However, the maximum amount of this liability is the sum of the fee described in the commission agreement.

6.3. The agreeing parties are liable for damages possibly incurred by the other agreeing party as a result of their own breach of contract. The Illustrator's liability is restricted according to Section 6.2.

7. Applicable legislation and the settling of disputes

7.1. Primarily, disputes regarding commissions are to be solved in negotiations between the agreeing parties. If the agreeing parties cannot reach a conciliatory solution, the dispute is to be resolved according to Finnish legislation in the District Court of Helsinki or the Market Court of Finland.