

General Delivery Terms for Illustration

1. Scope

1.1 These delivery terms are applied to illustration-related commissions, unless otherwise agreed upon.

2. Definitions

Creator refers to the supplier of the illustration.

Client refers to the purchaser of the illustration.

Material refers to the illustration delivery by the Creator in accordance with the commissioning agreement.

Usage Rights refers to the Client's right to manufacture a copy of the work using the Material by print, duplication, or another similar method for use in the publication that is a subject of the contract and making these copies of the work publicly available.

If the Client's right to use the Material in a digital format has also been agreed upon in the commissioning agreement, "Usage Rights" also refers to the Client's right to manufacture copies of the work using the Material for use in a digital publication that is a subject of the contract by storing copies of the work manufactured using the Material on a server connected to a public data network or on other media specified in the commissioning agreement and by making these copies of the work based on the Material publicly available.

Moral Rights refers to the Creator's right to be mentioned as the creator and the prohibition to modify the work in a manner that violates the creator's value or makes the work publicly available in an injurious manner or connection as specified.

Reproduction mentioned in the commissioning agreement refers only to new, possibly slightly amended printings of the same publication. New, revised editions must always be agreed upon separately.

3. Regulations Regarding the Purchased Material

3.1 These delivery terms apply to the use of the Material specified in further detail in the separate commissioning agreement as an illustration of a publication.

3.2 The Creator is responsible for delivering the Material to the Client in accordance with these delivery terms and the commissioning agreement.

3.3 The Creator has the right to use subcontractors. In these cases, the Creator is responsible for the work of the subcontractors as if it was their own.

3.4 The original copies of the delivered Material are the property of the Creator.

3.5 The Client is obligated to handle the drawings they receive carefully. They cannot be folded, separated, tarnished or otherwise damaged. Any potential markings must be made using a pencil within the margins, on a protective sheet or a separate piece of paper. The same applies to both proofs and drawings.

3.6 The original copies must be returned to the Creator in perfect condition after the agreed upon use.

4. Copyright and Usage Rights Regarding the Material

4.1 Copyright to the Material is the property of the Creator or their license providers.

4.2 The Client receives Usage Rights to utilize the Material in the publication specified in the commissioning agreement, with the clarifications specified in it, after the fee has been paid in full.

4.3 The Client does not have the right to transfer the Usage Rights further without the Creator's consent.

4.4 Without the Creator's consent, the Material cannot be published in a different size, using different colors or otherwise modified.

4.5 The use of the Material or the transfer of the Usage Rights in cases not specified above must always be agreed upon with the Creator in writing.

4.6 When copies of the work are manufactured using the Material, the Creator must be acknowledged in conjunction with the use in accordance with fair practice. The Client must also otherwise respect the Moral Rights of the Creator when utilizing their Usage Rights and potential modification rights. The same applies to the requirement regarding the satisfactory reproduction of the Material.

4.7 When manufacturing copies of the work using the Material for use in a digital publication, the publisher must ensure that the resolution and file format of the images prevent their reproduction by printing processes.

5. Compensation

5.1 The Client must pay the fee specified in the commissioning agreement to the creator within fourteen (14) days from when the Material is handed over to the Client.

5.2 The fee specified in the commissioning agreement for Material conforming to an approved sketch or otherwise in accordance with the commissioning agreement that has been ordered and delivered must be paid regardless of whether the Material is used or not. This also applies to a situation where the Client cancels the work before it has been finished.

5.3 The Creator is entitled to a sketching fee for an ordered and delivered sketch of the work. The fee must be paid on handover, regardless of whether the sketch will lead to fair drawing or not. The payment of the sketching fee does not entitle the client to reproduce the work in any way.

5.4 If the sketch is used, with the creator's consent, instead of actual delivered Material, the fee specified in the commissioning agreement must be paid.

5.5 If the commission is changed before the Material has been delivered to the Client, the Creator is entitled to compensation for the work that has already been performed. In these cases, new instructions are considered to constitute a new assignment entitling the creator to a new fee.

5.6 If the work is ordered simultaneously from several illustrators, this constitutes a competition. In this case, in addition to the regular fee a reward must be paid as in an invitational. During the commissioning, the creator must be informed whether the same task is performed by several illustrators.

5.7 A late payment interest in accordance with the Interest Act is paid for delayed instalments.

6. Legal Responsibilities and Other Infringements

6.1 The Creator is responsible for ensuring that they, or their license providers possess the copyright to the Material specified in the commissioning agreement and that using the Material for the purposes specified in the commissioning agreement will not in any way infringe on the copyright or other immaterial rights of third parties.

6.2 The Creator is responsible for all damages and costs that may be incurred by the Client due to an infringement of the right mentioned above, not exceeding the amount of the fee specified in the commissioning agreement.

6.3 If the Creator reasonably considers that the Client is violating the Creator's copyrights, including Moral Rights, by exceeding the Usage Rights granted to them, the Client must immediately cease using the Material after having been informed of the situation.

7. Liability

7.1 The Contracting Parties are responsible for any damages potentially incurred by one Contracting Party due to a breach of contract by the other Contracting Party. If the damage was not caused by a deliberate infringement, the liability is limited to the direct costs and damages incurred by the other Contracting Party.

8. Complimentary Copies

8.1 If the Creator wishes, they are entitled to 5–12 complimentary printed copies of the work, depending on the value of the copies of the work.

9. Applicable Law and Dispute Resolution

9.1 Commission-related disputes will primarily be sought to be resolved through negotiations between the contracting parties. In case the contracting parties cannot reach an amicable solution, the disputes will be resolved in the Helsinki District Court under Finnish law.