



**virtual**wave media  
web design & consulting

1604 Treasure Crescent  
Pender Island BC, V0N 2M2  
Ph. 1 250 539 0850  
info@virtualwavemedia.com  
www.virtualwavemedia.com

## Proposal for E-Commerce Website Development - WOVEN Modern Fabric Gallery

November 29th 2017

Dear Kelly:

While it is still fresh in my head, I'm sending you a proposal for your new e-commerce web project on the basis of the information that I gathered, yesterday.

Please let me know by email or phone if I missed important points or if you have any questions or concerns.

Kind Regards,

Katja Berninger-Dobie

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## Elements:

- |                      |   |
|----------------------|---|
| ● Website in general | <ul style="list-style-type: none"> <li>● Clean design with high quality imagery</li> <li>● Mobile-friendly: base design shifts to accommodate different screen sizes (phone, laptop, tablet, computer etc)</li> <li>● Basic SEO package (Google Webmaster, Google Analytics, Meta information, Drupal Set Up, Sitemap)</li> <li>● Visual sliders</li> <li>● Contact details</li> <li>● Mailchimp integration with template</li> </ul> |
| ● Static Pages       | <ul style="list-style-type: none"> <li>● Home</li> <li>● About</li> <li>● Contact</li> <li>● Blog</li> </ul>  |
| ● Store features     | <ul style="list-style-type: none"> <li>● Fabric, Notions &amp; Patterns (in several categories)</li> <li>● possibly pop-ups to gain customers for studio stashes</li> </ul>   |
| ● E-Commerce Set up  | <ul style="list-style-type: none"> <li>● products with varying categories (see product types below)</li> <li>● PayPal Payment Gateway (future options to integrate square as a point of sale option)</li> <li>● Inventory Option</li> <li>● Customer Management System</li> <li>● Shipping options</li> <li>● Shopping Cart System</li> </ul>   |
| ● Training           | <ul style="list-style-type: none"> <li>● training session</li> <li>● manual</li> </ul>  |

## E-Commerce Products:

Product Types can be flexibly set and differ from each other with regards to their data fields. For example, fabrics might need more categories than notions/patterns. And a workshop product type will have completely different demands.

| Product Types  | Product Categories   |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>Fabric</li> </ul>       | <ul style="list-style-type: none"> <li>SKU (unique identifier)</li> <li>Price</li> <li>Image</li> <li>Product Description</li> <li>Unit</li> <li>Material</li> </ul> | <ul style="list-style-type: none"> <li>Colour</li> <li>Manufacturer</li> <li>Collections</li> <li>Designers</li> <li>Features (featured, on sale, etc.)</li> </ul>         |
| <ul style="list-style-type: none"> <li>Notions</li> </ul>      | <ul style="list-style-type: none"> <li>SKU</li> <li>Title</li> <li>Image</li> <li>Price</li> <li>Descriptions</li> </ul>   | <ul style="list-style-type: none"> <li>Manufacturer</li> <li>Collections</li> <li>Features (featured, on sale, etc.)</li> <li>Unit</li> </ul>                              |
| <ul style="list-style-type: none"> <li>Patterns</li> </ul>     | <ul style="list-style-type: none"> <li>SKU</li> <li>Image</li> <li>Title</li> <li>Price</li> </ul>   | <ul style="list-style-type: none"> <li>Product Description</li> <li>Unit</li> <li>Manufacturer</li> <li>Collections</li> <li>Features (featured, on sale, etc.)</li> </ul> |
| <ul style="list-style-type: none"> <li>Studio Stash</li> </ul> | <ul style="list-style-type: none"> <li>SKU</li> <li>Title</li> <li>Product Description</li> </ul>  | <ul style="list-style-type: none"> <li>Unit</li> <li>Price</li> </ul>  |

## Payment Plan Options

- **Platform Design**

We usually start our basic pages at \$1,800 and our e-commerce at \$3,000. In your specific case, however, we can offer you the whole e-commerce solution and website for **\$2,400**, since you agreed to take over the datafill of the products. This includes a **12-month worry-free package**, where you can call us any time when there are issues with your platform, backend and frontend.

- **Hosting & Maintenance**

Hosting and maintenance for an E-Commerce site will be \$40/month. This includes frequent system security updates, and bug fixes. After the first year, we offer the "Worry-Free" package for an *additional \$45/mo*. This is optional, and by then you will likely feel so comfortable with your website that you don't need it anymore.

- **Payment Plan Options**

The following options are examples, we can take one or a combination. We're flexible and would like to work with you to find a good solution for all of us.

|          |                                 |        |           |
|----------|---------------------------------|--------|-----------|
| Option A | Initial Payment                 | 400    |           |
|          | Monthly Fee                     |        |           |
|          | <i>Hosting</i>                  | 40     |           |
|          | <i>Project for 24 months</i>    | 85     | \$125     |
| Option B | no intital payment              |        |           |
|          | <i>Hosting</i>                  | 40     |           |
|          | <i>Project for 24/36 months</i> | 100/70 | \$140/110 |

## Milestones & Schedule

| Item                        | Date    |
|-----------------------------|---------|
| Signing Contract            | Dec 1st |
| Product Types for data fill | Dec 5th |
| Going Live                  | Jan 5th |

The milestones can only be met if both parties provide the necessary input for the site within the time frame given.

## Payment Structure

| Items   | CDN                   |
|---|-----------------------|
| Webdesign Project   | \$2,400.00 + GST      |
|   | <hr/>                 |
|   | \$2,400.00 + GST      |
| <b>Virtual Wave Media Hosting</b>   |                       |
| <i>High Speed Hosting, Drupal, Set Up &amp; Security Updates, E-Commerce Platform</i>     | \$40.00/month         |
| <i>Worry Free and Hosting (is optional after first year)</i>                              | \$85.00/month         |
| <b>Optional Services</b>  |                       |
| <i>Indepth SEO/Marketing Analysis Package</i>   | \$350.00              |
| <i>Worry Free Package - Frontend technical support (included for the first 12 months)</i> | \$90.00/hr or \$45/mo |

**Payment Plan**  
*to be discussed*

## Terms & Conditions

### Payment

All payments are due within 30 days of billing. Late payments will be charged a 1.5% compounded monthly late fee. Should a payment be late, Virtual Wave Media reserves the right to freeze all work until accounts are settled. Payments will be made via email transfer to [info@virtualwavemedia.com](mailto:info@virtualwavemedia.com) or check to:

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1604 Treasure Crescent  
V0N 2M2 Pender Island, BC  
Canada

### Ownership

Virtual Wave Media will provide a Finished Product(s) to Woven in the form of source, rendered and asset files (including login data). These files become the exclusive property of Woven upon acceptance of delivery, however these files are partially based on a non-exclusive code base created and maintained by Virtual Wave Media and in some cases existing code was used to help create the deliverables. Such code and other underlying technologies do NOT become the property of Woven, only the Finished Product(s). In addition, the Finished Product(s) may depend on code, objects (COMs), and other third party utilities that are the property of their respective owners. No rights to these dependencies is expressed or implied. Additional licensing may be required with third party assets.

### Independent Contractors

Virtual Wave Media retains the rights to subcontract any portion of the Contract.

## Response Time

Virtual Wave Media is not set up to support on call services. Within the duration of this Contract Virtual Wave Media will make every effort to reply to inquiries within 48 hours except where Woven has been previously notified of a period of limited availability. Virtual Wave Media will respond in good faith but cannot guarantee any specific action within a given time frame.

## Dependencies

In the event that any aspect of this Contract is dependent on a separate third party or Woven's in house team, the quality and punctuality of the Finished Product(s) may be subject to said party's ability to meet the required timelines and/or level of quality. Virtual Wave Media is not responsible for any delay or defect caused by separate third party or Woven's in house teams.

## Browser compatibility

Virtual Wave Media supports the following browsers:

Google Chrome, Safari, Mozilla Firefox

## Backups

Virtual Wave Media maintains internal backups of active project code and design files. This backup system is not intended as a solution for Woven, rather as a code archive through the duration of this Contract. While the Virtual Wave Media backup system is fully redundant, it is not guaranteed and does not support any content produced by Woven. Woven is solely responsible for the Backup and Restoration of the Finished Product(s) and any associated data.

## Security

Although Virtual Wave Media makes every effort to provide secure Finished Product(s), due to the nature of rapidly advancing technology, Virtual Wave Media can in no way guaranty that the Finished Product(s) will not be subject security breaches. Virtual Wave Media recommends the use of strong passwords and the observance of standard security practices. In order to minimize the chances of security violations, systems should be updated often. Woven is solely responsible for tracking software updates. Any updates during the life of or after the expiration of the Contract can be negotiated as an addendum to this Contract or as an additional Contract.

## Limited Liability

Woven alone shall be responsible for: (a) the accuracy and adequacy of information and data furnished for processing; (b) any use made by Woven of the output of the Software or any reliance thereon; and (c) obtaining the required licenses and respect copyright for any and all third part assets including but not limited to fonts, media, and software. Woven shall also be responsible for the continued operation and maintenance of the computer equipment and third party software used with the Finished Product(s), and shall comply with all operational, environmental and maintenance recommendations and requirements of the applicable licensors, vendors and manufacturers.

Woven agrees that any liability of Virtual Wave Media relating to this agreement and the services performed shall be limited to the amount of fees actually received by Virtual Wave Media, from Woven under this agreement regarding the services in question. In no event shall Virtual Wave Media be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property; or any lost sales, profits or data, even if Woven is told that any such damages may occur.



## Warranty

Virtual Wave Media will provide patches and bug fixes for any bugs or issues included in the scope of this contract reported within the grace period of no more than 30 days following the date of project completion as defined by the date Woven signs off on the deliverables. All bug fixes outside of the project scope or after the grace period are the responsibility of Woven

Hourly projects are NOT subject to warranty. Design and the placement, editing and arrangement of editorial content are NOT subject to warranty. Should further support be necessary, a support contract may be negotiated.

## Credit

Woven agrees that Virtual Wave Media is named as the designer of the website in form of a link to the website of Virtual Wave Media in the footer area of the web project. Virtual Wave Media retains the right to use Woven within its roster of clients. Screenshots with a link to Woven website/application website will be placed on the Virtual Wave Media web site as part of its business portfolio.

## Confidentiality

Woven agrees to remain confidential about the details of the payment plan.

Virtual Wave Media agrees to remain confidential about all data and information they come in contact with during the process of web development and data migration and data processing set up.

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## Acceptance

Any change to this contract shall be subject to mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have so agreed as of the date written

Acceptance:  
**Kelly Dine, Woven Modern Fabric Gallery**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Acceptance: **Virtual Wave Media**

Signature:  \_\_\_\_\_

Print Name: Katja Berninger-Dobie

Title: Partner

Date: November 1st 2017