

## ● GENERAL TERMS OF SALES IN ANTIGONE'S AGENCY

The firm « AGENCE ANTIGONE », based in Bron 69500 – 9 Avenue du 8 mai 1945, is specialised in the development of communication tools and graphic creation needed by its customers.

The following sales' general conditions aims to enable the Customer to determine his order. The action of making an order involves for the Customer a total membership to the following conditions. The only exception is if the Customer has been notified different conditions (advertisement, flyers...), under the condition that the Agency and the Customer have agreed on different terms.

No particular condition required by the Customer can predominate on the following general conditions (except for formal exceptions accepted by the Agency). Any opposite condition put down by the Customer will not be valid (except if the agency gives an express approval). The fact for Antigone's Agency not to take advantage of one of the general conditions or one of the particular conditions regarding orders and estimates can not be used by the Customer as a legal reason to infrange any of the following conditions.

### ARTICLE 1 – ORDER TAKING

Each order is taken into account by the Agency Antigone, only if the firm has enough sufficient information about the project launching (description of the product, definition of plan...). Benefit from the order is personal to the CUSTOMER and may not be transferred without the AGENCY's agreement.

The CUSTOMER guarantees that the product or the brand involved in the project assigned to Antigone does not violate any intellectual property rights. The Customer must take all measures in order to assure that the Agency will not be liable for such violations.

### ARTICLE 2 – IMPLEMENTATION PHASE

Each order taken involves the establishment of a cost estimate and must be press ready. Considering the specialized activity of the Agency, the cost estimate must specify all the different phases of production and also provide the communication developments and/or the graphic creations that will be achieved by the Agency Antigone. Each production phase started and declared press ready can be expected by the Customer. Each complementary phase will have to be the object of a new cost estimate.

### ARTICLE 3 – MODIFICATION OF ORDER

Any order modification requested by the Customer, if the project's realisation is still at the adjustment stage, will be taken into account by the Agency Antigone. Therefore, the Customer must notify this modification request using a written statement.

If the Customer decides to give up his order, he will have to pay the Agency for the service that has already been executed and also a penalty fee worth 10% of the cancelled order's amount.

### ARTICLE 4 – BUDGET

The budget established by Antigone in its cost estimate includes all layout fees. The layouts taking into account in the budget are strictly the ones needed for the achievement of the project, including printing and engraving fees. Any additional standard layout executed for the Customer will be separately invoiced ( the fee will be based on the current HT layout fee).

### ARTICLE 5 – PRICES AND RATES

The price of the service is determined in each cost estimate, respecting the general provisions mentionned above. The Customer can ask the Agency for any rate information, knowing that the rates are subject to regular review and updating.

## **ARTICLE 6 – INVOICING**

Once the customer has executed his order, an advance can be expected by Antigone, depending on the circumstances of the order. The advance usually reaches 30% of the cost estimate established by Antigone. This advance will therefore be considered as the first invoice.

In any case, an invoice should be issued by the agency Antigone for each stage of the sales process. Exceptionally, few stages of the process will potentially be grouped under the same invoice, respecting particular provisions agreed by the customer and the agency in a written statement.

## **ARTICLE 7 – METHOD OF PAYMENT**

The invoice executed by the Agency Antigone is payable by the Customer within 30 (thirty) days upon receipt. The date figuring on the invoice shall represent the starting point of the deadline.

The buyer is released from his obligation of payment once the amount due is substantially cashed off by the Agency. It is understood that the simple receipt of a title creating an obligation to pay, bill of exchange or other, does not constitute a payment in the meaning of the present clause.

## **ARTICLE 8 – LATE PAYMENT OR DEFAULT PAYMENT**

In case of late payment, the Agency reserves itself the right to interrupt the operation currently being supplied.

Any payment transferred after the scheduled date will result in the application of penalties in an amount equal to three times the legal interest rate ; when payment is made beyond the timeframe fixed in these conditions. These penalties will be due on simple request by the Agency Antigone. Moreover, after written notice or default, liquidated damages amounting to 40 (forty) euros shall be payable by the Customer, in case of late payment or default payment. The Agency Antigone also reserves itself the right to ask for additional compensation for all costs and expenses of collection (such as, but not limited to : bailiff's costs and costs of legal assistance), made in the context of the nonperformance. In case of additional compensation (exceeding the amount of 40 euros), Antigone must produce further evidence and provide further information.

## **ARTICLE – 9 DELIVERY**

Each phase of production will progressively be presented to the Customer in order for him to be able to keep track of all phases of the process. Drafts and layouts shall therefore be provided. The final product or service can only be valid upon written approval (BAT) by the Customer. The final delivery phase will occur according to the availability of both parties and by the exchange of official documents attesting that the delivery has been successful. The delivery will take place at the Agency's office or at a different address, on explicit request from the Customer. Shipping costs are charged to the Customer. A list of documents referring to the provision of service (signed and dated by a person determined by the Customer), will have to be given to the Agency.

## **ARTICLE 10 – RECEPTION**

The Customer will progressively receive provision of service after each phase of production. Therefore, once one of the phases is achieved, the Agency must provide a substantial presentation to guide the progress of the project. Once the Agency presents one of the finished phase of production, the Customer is given one week to make any further requests on the product or service. After one week, the Agency will not accept any claim about a non-conform layout or draft of the service or product. Furthermore, after one week, once reception of product or service has been delivered, if the Customer has not sent any request to the Agency or if the Customer has paid the price due for the finished phase, it will be considered as a tacit acceptance leading to the next phase of production.

## **ARTICLE 11 – REFUSAL**

If the Customer refuses a proposal, the unfinished project shall normally remain the Agency's property. However, the previous articles mentioned provide that each finished phase of the production is due by the Customer. Therefore, if payment has been executed by the Customer but the process is interrupted by refusal, the unfinished project shall remain the Customer's property.

The Agency reserves itself the right to bring any action against the Customer and/or claim damages if the refusal is qualified as abusive. The refusal is qualified as abusive if it is responsible for a moral, financial or commercial wrong.

## **ARTICLE 12 – CONFIDENTIALITY**

The Agency Antigone undertakes to disclose no confidential information related to the Customer or to the product or service involved. In cases where Antigone has to create confidential documents, they will be destroyed at the end of the project, if so requested by the Customer. No copy or data will be saved by Antigone. Customer is solely responsible for taking the necessary steps to back up its data.

### **ARTICLE 13 – THE AGENCY’S LIABILITY**

In a case of proven misconduct by the Agency Antigone, only direct losses can be compensated. Indirect losses are therefore excluded, such as the subsequent loss of profit alleged by the Customer.

In any case, if Antigone has not fulfilled its commitments, compensation for direct loss can not exceed the paid-up amount.

### **ARTICLE 14 – ASSIGNMENT OF RIGHTS**

The Agency Antigone irrevocably assigns to and in favour of the Customer every right, title and interest created once the production process has come to an end. The production process is considered as finished when each production phase has been fulfilled accordingly to the cost estimate.

### **ARTICLE 15 – THE SALE PROCEEDS**

If Antigone delivers to the Customer material products containing creations, it is expressly agreed that all these items will not be modified, nor be transmitted, nor be used for different projects, nor be used for a different purpose than the one determined by the established estimate.

The Customer will have to legibly quote the name of the Agency on all items using Antigone’s creation and development.

### **ARTICLE 16 – PROMOTIONAL USE**

The Customer recognize the right to the Agency to mention its name and its quality of Customer for promotional use. The Agency has the right to use all documents and reproduce items and developments created for the Customer in order to promote its activity ( fair, exhibition, brochures, leaflets, business-to-business directories...)

### **ARTICLE 17 – APPLICABLE LAW AND RULES ON JURISDICTION**

The present general terms and conditions are subject to French Law. In the case of dispute and failure to reach a settlement, only the Commercial Court of Lyon will be competent.