

GENERAL TERMS AND CONDITIONS OF SALE

1. OPPORTUNITIES

These general terms and conditions of sale (the "T&C") govern the commercial relationship between S.A. Studio L'équipe, with registered offices in Brussels at Avenue Léonard Mommaerts 6/8, 1140 Brussels, VAT BE 0403.037.869 and in Wallonia at Rue de Genval 24, 1301 Wavre, VAT 0479.856.525 ("Our Company") and its clients (the "Client") (jointly: the "Parties").

There can be no deviation from the T&C except with the express written agreement of both Parties. The application of any other provision, communication, negotiation or general terms and conditions of the Client is excluded.

The T&C are systematically communicated as an attachment to any offer and/or any invoice and applies to each offer of services by Our Company. The Client is therefore deemed to have read and accepted all the clauses. They cannot be disputed in the event of an ongoing commercial relationship.

2. OFFERS AND PRICES

Offers and quotations are considered to be accepted in case of (written or oral) confirmation by the Client or undisputed start commencement of the order by Our Company.

Offers are given for information only, are not binding and may be revoked by Our Company at any time as long as they have not been accepted by the Client.

They are valid for a maximum of 30 days. Offers are drawn up on the basis of information provided by the Customer.

Prices are those in force on the day of the offer. They are quoted in euros excluding VAT, delivery costs and storage.

Without prejudice to article 4, prices are subject to revision, particularly in the event of a change in the Customer's instructions and/or in accordance with article 17.

3. DELIVERY TIME

The delivery time is given for information purposes only.

Under no circumstances may a delay in the delivery of an order for products and/or services (the "Order") give rise to its cancellation or to the payment of compensation of any kind.

The delivery time are extended in the event of delay on the part of the Customer, in particular in communicating to Our Company the elements required to complete the Order, in returning to Our Company the documents or corrected proofs or in paying the price/account agreed with Our Company.

4. CANCELLATION AND MODIFICATION OF THE ORDER

Full or partial cancellation or modification by the Customer of its Order after acceptance of the offer in accordance with Article 2 is only possible with the written consent of Our Company. The modification requested and authorised by Our Company may result in a revision of the agreed price. Any full or partial authorisation cancellation or modification without the written consent of Our Company obliges the Client to compensate Our Company for (i) all expenses and services already incurred (including costs incurred by suppliers) and for (ii) at least 30% of the agreed price (excluding VAT) of the cancelled or modified part. If a deposit has already been paid, it shall remain the property of Our Company and shall be deducted from the compensation due. Without prejudice to the above, any cancellation of a reservation of premises within 10 working days prior to the reserved date will give rise to the invoicing of 50% of the rental cost. If the cancellation is made within 5 working days prior to the booking, it will be invoiced in full. If the cancellation is made within 30 working days prior to the booking, 10% of the rental cost will be charged.

5. PAYMENT, PENALTIES FOR LATE PAYMENT AND RIGHT OF RETENTION

Invoices are due immediately, without payment discount.

In the event of non-payment on the due date, Our Company (i) reserves the right to suspend the performance of its obligations, without such suspension constituting a fault which could lead to termination at its own expense and (ii) may retain, as a guarantee for the sums due, the elements, equipment, goods and/or services. In addition, non-payment on the due date shall automatically and without prior formal notice result in the Client being obliged to pay late payment interest in accordance with article 5 of the law of 2 August 2002 relating to the fight against late payment in commercial transactions, in addition to the right for Our company to claim a fixed indemnity of 15% of the sum still to be paid, with a minimum of €250 per invoice.

If, at a Client's request, our invoices are sent to a third party designated by the Client, the Client remains liable for payment.

6. TRANSFER OF RISKS AND COSTS

Once the Order has been accepted in accordance with Article 2, the risks shall be borne by the Client. Delivery of the Order - whether physical or electronic - shall be made at the Client's own risk and under the Client's sole responsibility. Postage, packaging, storage, delivery and travel costs shall be borne by the Client.

The goods, projects, originals, plates, plans, hard disks, files, magnetic tapes, films and other documents or materials belonging to the Client and left in the possession of Our Company by the Client, whether paid for or not, are left at the Client's risk and Our Company is expressly released from any liability, particularly in the event of total or partial deterioration or loss, for any reason whatsoever.

7. COMPLAINTS

To be valid, any complaint must be submitted by registered letter or by e-mail with acknowledgement of receipt within 5 calendar days of delivery of the Order. If the Client fails to take delivery, the time limit shall begin to run on the date of dispatch of the Order or the date of dispatch of the invoice, dispatch note or any similar document. The absence of any dispute in accordance with the aforementioned rules shall automatically entail the Client's unconditional and unreserved acceptance of the Order and the invoice.

In any event, (1) a variation of 5% more or less concerning the reproduction of densities, image contrasts and the technical characteristics of sound recordings is part of the normal tolerances that cannot therefore be the subject of a complaint and (2) the use (partial or otherwise) of the Order automatically entails acceptance of the whole and excludes any subsequent complaint of any nature whatsoever.

Default in respect of part of an Order shall not entitle the Client to reject the whole Order. Complaints shall not suspend the Client's payment obligations in respect of other orders or parts of orders.

8. INTELLECTUAL PROPERTY

The Client warrants that it is the sole owner, holder and/or assignee of any content or material that it provides to Our Company as part of the Order and that such content does not infringe the intellectual property rights, image rights or any other rights of third parties.

In view of this guarantee, Our Company is expressly discharged from verifying the ownership of the Client's rights and the regular chain of rights.

Consequently, the Client (1) guarantees that it holds all the necessary exploitation rights, in particular copyright, related rights and reproduction and representation rights attached to the audiovisual work concerned, in order to authorise the services, reproductions and duplications requested, and (2) undertakes to indemnify Our Company against any claim or action to which it may be subject, from any person whatsoever having a right to assert, as well as against any damaging consequences and any possible sentences that may result therefrom, in such a way that Our Company cannot be held liable.

Intellectual property in the Order shall not be transferred until full payment of the deposit and all remaining amounts due, including any costs and interest, has been made.

9. MATERIAL PROPERTY

The transfer of material ownership of the Order shall only take place once the deposit and all the remaining amounts due, including any costs and interest, have been paid in full.

The Client shall remain the owner of the materials that it entrusts to Our Company in connection with the Order, just as Our Company shall remain the owner of the hardware, production tools, software or other applications, databases and know-how used to carry out the Order.

10. RUSHES, CUT-OUTS AND DUPLICATES

The Client is obliged to take back the rushes, cut-outs and duplicates within three months of the release of the standard copy. If a storage contract is not signed within this period, the rushes, cut-outs and duplicates will be automatically destroyed, without prior notice and at the sole expense of the Customer.

11. COMMUNICATION

Unless otherwise stipulated by the Client, the name of Our Company will be mentioned in the credits (with reference to the name and logo).

Unless the Client stipulates otherwise, Our Company may use the Order in any non-commercial screening (e.g. festival, professional event, informative or cultural screening) and reproduce the Order in its demo video, on its website or any dedicated space on the Internet (including social networks).

12. PERSONAL DATA

Should personal data be exchanged in the course of business relations, the Parties undertake to comply with all applicable laws relating to the protection of personal data, including Regulation (EU) 2016/679 and the Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data.

13. CONFIDENTIALITY

All information transferred or exchanged between the Parties as part of the Order shall remain strictly confidential, with the exception of public information or information that is normally accessible to the public.

14. GUARANTEES AND LIABILITY

The Client shall provide all necessary assistance to Our Company and shall make available to Our Company everything that is normally necessary to ensure the performance of the Order.

Our Company's liability for any damage arising from the Order is expressly excluded unless otherwise provided by mandatory law.

Should Our Company be held liable, this liability shall not exceed the price paid for the Order.

15. INSURANCE

The Parties guarantee that they have taken out the necessary insurance policies to cover their respective liabilities.

16. SUBCONTRACTORS

Our company reserves the right to have all or part of the Order placed by the Client carried out by the subcontractor of its choice.

The T&C remain applicable in the event of subcontracting.

17. CHANGE OF CIRCUMSTANCES

In the event that the performance of the Order becomes significantly more difficult or burdensome for Our Company due to a change that could not have been foreseen at the time the Order was concluded and which is not attributable to Our Company, the Client shall be obliged, in accordance with Article 5:74 of the Civil Code, to renegotiate the terms and conditions (in particular the financial terms and conditions) in good faith with a view to adapting them, within a reasonable period of time after Our Company has invoked this provision. In particular, Our Company may request an annual review of its rates in any of the following cases (1) Indexation of salaries greater than 2%, (2) Increase in energy and/or raw material costs greater than 2%, (3) Increase in local and/or regional taxes greater than 2%.

The Client is obliged to comply in good faith with Our Company's justified request within a reasonable time and may refuse only if there are well-founded reasons. The new rates take effect immediately.

18. FORCE MAJEURE

Any event falling within the definition of article 5.226 of the Civil Code and/or defined as such by the Courts and Tribunals is considered to be a case of force majeure.

These events release Our Company from any liability and give us the option of (1) reducing Our obligations, (2) cancelling the Order or (3) suspending performance without Our Company being liable to pay any compensation.

In all cases, the services already provided under the Order must be paid for and any advance payments made will not be reimbursed.

19. GENERAL PROVISIONS

In the event that all or part of one of the clauses of the T&C is considered null and void, this nullity will not affect the other clauses. No provision of the T&C may be interpreted as constituting a waiver on our part of any right or claim for damages.

20. JURISDICTION AND APPLICABLE LAW

The T&C are governed by Belgian law. Any disputes arising from or in connection with the T&C shall fall within the exclusive jurisdiction of the Francophone Courts and Tribunals of Brussels.