

GENERAL TERMS AND CONDITIONS OF SALE

PREAMBLE:

SebEyes Production (hereinafter the Service Provider) specialises in the production of documentary videos and aerial images. It is in this context that the company offers its Clients, in particular via its website (<http://www.sebeyesproduction.com>), the production of videos and the taking of images by drone.

These General Terms and Conditions of Sale are applicable to the Service Provider and to any person wishing to benefit from the services it offers (hereinafter, the Client). They are intended to define the contractual relationship between the Service Provider and the Client as well as the conditions applicable to it.

ARTICLE 1: Fields of application

These Terms and Conditions of Sale shall prevail over any other general or special conditions not expressly approved by the Service Provider. The Service Provider reserves the right to modify its General Terms and Conditions of Sale at any time and without prior notice: the applicable Terms and Conditions will be those in force at the time of validation of the quote by the Client.

Any deviation from these Terms and Conditions shall require the express agreement of the Service Provider.

ARTICLE 2: Definition

Whenever they are used in the body hereof, the terms below shall have the following meaning:

Agreement - Refers, together, to the quotation signed by the Client as well as the present General Terms and Conditions of Sale.

The Parties - Refers, together, to the Client and the Service Provider.

Service - Refers to all the services offered by the Service Provider as described in the quotation. This may include the following work (non-exhaustive list):

- Shooting of documentary films, reports or other types of image capture by drone;
- UAV imaging analysis
- Post-production editing.

Product : Refers to the result of the Service. The Final Product is the Product delivered by the Service Provider to the Client, after the last modifications.

Support: Refers to the means of communication of the Final Product to the service provider. It may be a physical medium (DVD, USB key), or intangible (internet download link).

ARTICLE 3: Purpose of the Benefit

The object of the Service offered to the Client is that defined in the quote drawn up by the Service Provider. A model of this quotation appears in the **Appendix** to these General Terms and Conditions of Sale.

ARTICLE 4: Prices

The price of the Service is that indicated in the quotation. It is understood to include all taxes (VAT and any other applicable tax) excluding processing and transport costs which are applied and detailed in the quotation.

ARTICLE 5: Validation of the quotation

The signature of the quotation shall be deemed to constitute acceptance of the quotation. By validating the quotation, the Client declares :

- Have the legal capacity to enter into a contract with the Service Provider.
- Accept without reservation the terms of this one as well as the entirety of the present General Terms and Conditions of Sale.

ARTICLE 6: Modification of the Product

Once the Service has been performed, the Service Provider sends the Product to the Client via the Support indicated in the quotation. The Customer then has three (3) working days from receipt of the Product to request a modification.

Minor modification

Once the Product has been presented to the Customer, the Customer has the possibility to request minor modifications. The modifications considered minor are exclusively the following:

- Colour retouching ;
- Changing the order of the shots in the video.

However, the Service Provider undertakes to present only three modifiable versions of the Product. **Any request for additional minor modifications will result in additional invoicing and the establishment of a new quotation.**

Major Change

The Customer also has the possibility to request major changes. This concerns any modification other than a colorimetric retouch or a change in the order of the shots in the video.

This request will systematically lead to additional invoicing and the establishment of a new quotation.

ARTICLE 7: Payment of the price

The Client undertakes to pay a deposit in euros of 50% of the price of the Service upon validation of the quote.

The remaining 50% of the price of the Service is payable in Euros on receipt of the invoice and within 60 days of the date of issue at the latest.

Any delay in payment will result in late payment penalties being payable at a rate equal to three times the legal interest rate in force in France and a flat-rate indemnity of 40 (forty) euros for collection costs.

The Final Product shall remain the property of the Service Provider until full payment of the price.

ARTICLE 8: Delivery of the product

Deliveries of the Mounts are made as follows:

- For *Intangible Media* (download link), the link is sent by e-mail to the address given by the Client on the quotation.
- For *Physical Media*, deliveries are made to the Customer's postal address indicated in the quotation.

The risk of loss or damage to the Physical Medium shall be borne by the Customer as soon as it is handed over to the carrier for delivery.

Delivery times are indicated by the Service Provider to the Client for information purposes only. The Service Provider shall not be held liable in the event of a delay in delivery due to a case of force majeure.

ARTICLE 9: Nature of obligations

The Service Provider undertakes to provide the best possible care in accordance with the rules of the trade in order to carry out the planned work and services in accordance with the rules of the trade. This obligation is, by express agreement, an obligation of means.

ARTICLE 10: Force majeure

The Parties shall not be liable for the non-performance of their obligations in the event of the occurrence of a case of force majeure, defined as any unforeseeable, irresistible event resulting from circumstances beyond the control of the Parties, making the performance of the Service impossible.

In the event of the occurrence of a case of force majeure, the present agreement will be suspended until the case disappears, is extinguished or ceases to exist.

The Client undertakes to pay the Service Provider the price of all Services outstanding and performed up to the date of occurrence of the force majeure event.

ARTICLE 11: Personal data

The Parties undertake to comply with the legal and regulatory provisions in force relating to information technology, files and freedoms, in particular Law No. 78-17 of 6 January 1978 as amended by Law No. 2018-493 of 20 June 2018, its implementing decrees and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

Each Party undertakes to respect the rights of the persons concerned by the processing of their personal data, in particular by ensuring the possibility of exercising the rights of access, rectification, deletion, opposition, limitation, portability and the definition of guidelines concerning the fate of personal data after the death of the person concerned by the processing.

ARTICLE 12: Intellectual Property

All the elements present on the <http://www.sebeyesproduction.com> website are and remain the exclusive intellectual property of the Service Provider. Any partial or total reproduction of all or part of the elements appearing on this site is prohibited.

ARTICLE 13: Confidentiality

All information of any nature whatsoever communicated between the Parties, in any form whatsoever and in particular orally, is deemed confidential.

Each Party undertakes, on the one hand, not to disclose or communicate to third parties all or part of the confidential information it has received and, on the other hand, to take all steps to ensure that such confidentiality is preserved.

The Parties undertake not to make any use of the confidential information they have received for any purpose other than the performance of the Contract.

However, this obligation of confidentiality does not apply in the following cases:

- If a law, regulation or a decision of an administrative authority taken pursuant to such a provision so requires;
- If a court decision so requires;
- If the Party receiving the information is expressly released from its obligation of confidentiality by the disclosing Party;
- If the confidential information has fallen into the public domain.

The Parties shall remain subject to this obligation of confidentiality for five (5) years from the end of this Agreement. At the end of the Agreement, each Party undertakes to return all documents communicated or to destroy them.

ARTICLE 14: Jurisdiction and applicable law

This Agreement is subject to French law. In the event of any dispute between the Parties, whatever it may be, the French courts shall have exclusive jurisdiction.



TITRE DE LA PRESTATION

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DEVIS N° X-XX-X-X

Date

Désignation	Quantité	Montant HT
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Bon pour Accord

Total HT	0,00 €
TVA	0,00 €
Total TTC	0,00 €