

GENERAL CONDITIONS

Please read the present general conditions carefully; they will be considered as being accepted by the customer. The present general conditions can be modified without prior notification.

1.1 Object

According to the customer's order, the services are composed of technical services: Film transfer and assembly.

1.2. Material required from the Customer

According to the option chosen, the customer will provide:

- *numbered photographs and documents,*
- *video(s) with precise instructions for the assembly,*
- *music*

The Music, free of rights, is provided by SineQuaNet.

Should the documents provided, in whatever form, be destroyed engaging the responsibility of SineQuaNet, SineQuaNet provides compensation only for the amount of the value of the support (paper, diskettes, etc.) and does not provide compensatory payment for the objective or subjective value of the document(s). The customer assumes responsibility for any damage which could result from defective or inappropriate material (quality, quantity).

1.3. Property

The customer expressly recognized being the owner or duly competent assignee of intellectual property rights attached to the documents sent. The customer irrevocably commits himself to paying, in his capacity as guarantor, all damages which might be claimed from SineQuaNet, in the case of copyright infringement, resulting from the execution of the services accepted by the customer.

1.4. Privacy

The personal data of the customer are not retained by SineQuaNet. SineQuaNet retains neither the delivered material nor a copy of the final product.

1.5. Responsibility

SineQuaNet does not guarantee the absence of defects nor of nonconformity. The product ordered by the customer will be carried out according to his/her indications. The final quality of the product could not be considered as a serious offence and does not allow the customer to invalidate or to terminate the contract concluded with SineQuaNet nor to request a reimbursement. In no case can SineQuaNet be held responsible for possible direct or indirect damage arising from the use of the service or impossibility of using the service. If the product is defective, the customer should return the product to SineQuaNet. SineQuaNet is committed to returning a new version of the product free of charge. SineQuaNet declines any responsibility in the event of loss of the material by the mail service. SineQuaNet recommends that the customer sends his material by registered mail and will likewise return the material and the product by registered mail (mail charge added).

The customer is solely responsible for the content of the information published in his/her film and of the use that will be made of it.

The final product, whatever is nature and/or the support, must all be controlled by the customer upon its delivery. The customer has the obligation to communicate in writing to SineQuaNet within seven days all the defects or errors. Failure to comply with this requirement, it will automatically release SineQuaNet from any responsibility related to the guarantee for quality, even for simple fault.

The responsibility of SineQuaNet is strictly limited to a serious offence. In the absence of a serious offence, SineQuaNet is released from any

responsibility (delay in the delivery, quality of work, etc). On the assumption that the responsibility of SineQuaNet would be recognized, the maximum damage whose repair could be requested from SineQuaNet is limited to the price of the order.

Sinequanet can refuse to execute an order if it is considered to violate laws.

1.6. Copies

Transfers which do not constitute original creations can be freely reproduced by the client; un-protected public or personal material.

The client can reproduce the transfer only for personal and private purposes (close relatives).

1.7. Orders, prices, invoicing

SineQuaNet provides to the customer an estimate relating to the work requested by the customer. However, as long as SineQuaNet does not have all the elements allowing it to adequately establish a complete and final offer, the information provided is only indicative and does not constitute a final offer binding SineQuaNet. The acceptance of the offer is made by the customer by the signing of the offer under the heading "agreement". The customer can send by mail, fax or electronic mail his acceptance of the offer. Supplementary expenses resulting from additional work not included in the work agreed in the acceptance of the offer (restoration treatment of the documents, additional work on data and material provided, and all corrections of errors contained in the given documents, translations or drafting's of texts) will be charged according to the hourly fees in force. Later corrections in whatever form (later modification of the text, the illustrations, setting, etc.) are not included the offer. They will be charged separately according to the time needed for their execution on the basis of hourly fees.

The orders are sent according to their nature by electronic mail or postal services (by registered mail).

1.8. Payment

SineQuaNet accepts payment by check, credit transfer and cash. Any payment, whatever its origin, is payable in Swiss franc or euro. The agreed price for the services provided by SineQuaNet must be paid, without discount, upon reception of the product by the customer.

1.9. Subcontracting

If needed, SineQuaNet is authorized, subject to the absence of contrary written instructions from the customer, to subcontract a fraction of the work ordered by the customer.

1.10. Delivery period

The delivery period is that agreed in the offer accepted by the customer. The delivery period is respected if the product or the service is dispatched by SineQuaNet within the agreed time.

Forwarding will be to be made by registered mail or by email, unless contrary written instructions received from the customer. Where no delivery period is expressly indicated, SineQuaNet is expected to deliver the product within a reasonable time, taking into account relevant circumstances. SineQuaNet is discharged from any responsibility towards the customer for any damage which it might undergo personally and/or to which it might subject a third party, resulting from exceeding the delivery date, if inter alia:

- a. The working material of work is provided by the customer after the agreed dates;*
- b. The material provided by the customer is not ready for the suitable execution of the services which SineQuaNet has been contracted to undertake;*
- c. The material provided by the customer is defective;*
- d. The customer modifies the initial order or asks for complementary work;*
- e. The initially agreed working hours are exceeded;*
- f. A case of absolute necessity arises.*

Exceeding the delivery period in the above-mentioned circumstances does not make it possible to the customer to invalidate, annul or to terminate the contract concluded with SineQuaNet or to request compensation.

1.11. Applicable law

Only ordinary courts of the Canton of Geneva (the recourse to the federal court remaining reserved) are qualified to know of any litigation which might occur between the customer and Sinequanet relating to the interpretation or the execution of their agreements as well as these general conditions. Only the Swiss law is applicable.

Any acceptance of an offer formulated by SineQuaNet is accompanied by the communication of these general conditions that the customer accepts without reserve.