

## GENERAL CONDITIONS OF SALE

### VIDEO DIGITALIZATION AND TRANSFER

The services carried out by Studio 8 Catalan relate to the digitalization and the transfer of audio-visual contents (cine films 8 & Super 8 mm, cassettes HI8, VHS ..... ) to modern systems subject having the rights of ownership necessary.

These general conditions of sale, which are applicable to all the services carried out by Studio 8 Catalan, will prevail on all contrary provisions or other conditions such as particular mentions being reproduced on the order, except written agreement prior and signed between Studio 8 Catalan and the Customer.

The acceptance of these general conditions of sale creates a legal agreement with Studio 8 Catalan who urges the customer to observe these conditions. All customers are subject to the clauses expressed in this document since it provides directly or indirectly to Studio 8 Catalan of the audio-visual contents.

#### 1. Definitions

**Studio 8 Catalan** is the trading name of:

Roland MERCHAT  
19, rue du Néoulous  
66180 - Villeneuve of Raho

**Partner** : Any company or person taking part in the distribution or the publicity of the products

**Customer**: Person or company, having ordered one or more services with Studio 8 Catalan directly or via a Partner.

**The product** : The term "Product" indicates hereafter the contents of the support which will be the subject of a treatment

#### 2. Rules of use of the service

Studio 8 Catalan can, by unilateral decision, to refuse to serve any Customer not respecting the present clauses.

##### 2.1 Provided information

Studio 8 Catalan calls upon the Customer to obtain precise information for the realization of the ordered service.

The information and personal information collected for purposes of sale at a distance are obligatory, those being essential for the treatment, the routing of the orders, the invoicing or the complaints possible.

It will not be possible to complete the order if full information is not provided

In order to conform to the Data-processing law and freedoms of January 6, 1978, each Customer has a right of access to, and correction of the data relating to their information

The customer is reminded that it is forbidden to use a false identity or to knowingly provide false information. Studio 8 Catalan will institute legal proceedings in the event of any misrepresentation.

The details relating to the treatment of the audio-visual contents Videos sent must give the exact format, the number of reels, the length and how many minutes are to be digitalized in order that Studio 8 Catalan to precisely establish the cost of its services

The Customer states to have the capacity to conclude this contract, i.e. to have the legal majority and not to be under supervision or trusteeship.

#### *2.2 Condition of the products before forwarding*

The Customer will have to ensure the product is in good condition before being sent to Studio 8 Catalan. The film reels or Cassettes will have to be numbered to ensure they are produced in the desired order.

#### *2.3 Forwarding of the products*

The Customer is responsible for the delivery of his products to Studio 8 Catalan.

For information purposes, the Post office proposes services specifically adapted to the forwarding of Vidéos, K7 or discs which includes insurances and tracking of the dispatched items.i

#### *2.4 Prohibited contents*

Studio 8 Catalan regards as prohibited any items which contravene law and order, the morals, the decency, the laws and payments of French and international laws, in particular presenting or representing:

- contents of pornographic matter
- paedophilia
- scenes of racial discrimination

The Customer agrees not to send to Studio 8 Catalan a product likely to contain Prohibited Contents.

#### *2.5 Guarantees of the Customer towards Studio 8 Catalan property rights*

The Customer guarantees titular being of the entirety of the rights of ownership intellectual or the foreign similar rights such as copyright.

Thus, the Customer commits himself guaranteeing Studio 8 Catalan against any claim, resort or action on behalf of third being prevailed of privative rights or all other right on the products. In addition, the Customer guarantees Studio 8 Catalan against any request or any recourse of holders of close rights.

### **3. Regulation of the Services by Studio 8 Catalan**

#### *3.1 Monitoring of the contents*

So as to conform to the legislation, Studio 8 Catalan will view all of the contents received before proceeding to any digitalization.

In the event of complaint, Studio 8 Catalan will implement emergency measures in order to detect, to isolate and analyze the litigious contents.

In order to conform with the Legislation in force, any checking which reveals prohibited contents will be sent to the Authorities of the area in which the customer lives..

The products would be kept safely awaiting the outcome of any legal action. In the event of legal procedure whatever it is, brought by any third in the opposition to Studio 8 Catalan because of the contents guaranteed by the Customer with the direction of the provisions of article 2 above, the Customer agrees without condition the setting out of cause of Studio 8 Catalan and this at the beginning of the procedure.

### **4. Price**

Except particular contractual provision, the applicable price is that in force at the day of the order. The prices are subject to modification without notice by respecting the principle of the execution of the contract.

The prices are nett, all taxation included at the prices communicated to the Customer.

### **5. Payment**

Except by agreement otherwise, the service is payable by cheque with the order.

Studio 8 Catalan is not obliged to carry out services if payment is not received in advance.

Any item not accompanied by payment, would be kept by Studio 8 Catalan for a maximum 30 days after the date of receipt.

### **6. Limitation of guarantee and responsibilities**

#### *6.1 Transport*

Vidéos or data-processing documents of any nature intended to be treated by Studio 8 Catalan, deposited or addressed to Studio 8 Catalan is at the customers own risk

When returning items, Studio 8 Catalan does not guarantee against anything which may cause the loss or the deterioration of Vidéos during their transport.

#### *6.2 Contractual clause of compensation in the event of loss or deterioration.*

The customer declares that the documents (computer files or vidéos) are works amateurs of which he is owner and, without commercial value , therefore not intended for commercial, professional or lucrative purposes. If the entrusted documents are computer files the customer states to have made and have preserved a copy of the entirety of the files given to Studio 8 Catalan for treatment.

If Within two month as from the date of the order the products supplied deteriorate, or are faulty, we will provide a product similar to the original and its free treatment within the limit of a transfer on DVD in simple specimen.

This provision will be applicable only if the complaint intervenes within three month as from the initial deposit.

In the case of work having an exceptional importance, it is recommended to deposit them directly at Studio 8 Catalan and to make statement during the handing-over of it in order to facilitate a negotiation by private contract. The taking into account of the exceptional value of a document can involve an additional charge. The fact of directly entrusting to documents to Studio 8 Catalan or via partners is worth acceptance of these provisions, which do not prevent the recourse to the courts.

### *6.3 Times*

The deadlines are indicated as an indication. Any delay of delivery periods cannot give place to damage interests, with reserve nor with cancellation of the pending orders.

### *6.4 Compatibility*

Studio 8 Catalan cannot guarantee total compatibility with all domestic DVD readers available, because of the great diversity of models and quality of the equipment. Discs DVD provided by default are DVD-R compatible with the majority of the readers.

Studio 8 Catalan can provide DVD+R to the specification of the Customer.

It is responsibility for the Customer to make sure of the conditions of compatibility of its equipment.

## **7. Modification of the general conditions**

Studio 8 Catalan can update these general conditions constantly, in the event of modification made necessary by a legal text, of technological development or since it would be necessary to integrate new services into it.

In the event of modification of the general conditions, the modifications will apply only to the services ordered starting from this date.

However, any modification made necessary by a legal text will apply as of the effective date of the text without it being necessary to carry out notification with the Customer.

## **8. Right and tallies of application**

*Studio 8 Catalan – 19, rue du Néoulous – 66180 – Villeneuve de la Raho*  
*Tél. : +33 4 68 39 57 69 – Mobile : +33 6 85 13 63 83*  
*Site Web : <http://studio-8-catalan.fr> Email : [studio8catalan@orange.fr](mailto:studio8catalan@orange.fr)*

All these relations and this contract are established within the framework of the French private law. Including in the absence of particular mentions in this document, each part is held to respect this Right, and as a private individual the Civil code, the Commercial law, the Code of Consumption, the Penal code, the Code of the Stations and Télécommunications, the Code of the Intellectual Property and the Code General of the Taxes.

In the event of litigation, the parties will try to find an amicable agreement or to resort to arbitration. By default, the litigations unsolved by an amicable agreement will be regulated in front of the Courts of Paris.