

# GENERAL TERMS & CONDITIONS OF SALES - SERVICES

## **ARTICLE 1 GENERAL PRINCIPLES**

In accordance with article L 441-6 of the French Commercial Code, the present General Terms and Conditions constitute the sole basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which GRAVITY MEDIA (FRANCE) SAS, trading as Gravity Media ("**Gravity Media**") (also referred to as "The Supplier") provides professional clients ("the Clients" or "the Client") with the services, as described in Article 2, as from 1 January 2019. They apply, without restriction or reservation, to all services provided by GRAVITY MEDIA, to the Clients and prevail over any general terms and conditions of purchase or any other documents issued by the Client, in particular its general terms and conditions of purchase.

In accordance with the regulations in force, these General Terms and Conditions imply the unreserved acceptance of the estimates established by GRAVITY MEDIA, and of these General Conditions

The fact that GRAVITY MEDIA does not directly invoke at any given time any of the provisions of these General Terms and Conditions does not constitute a waiver of its right to do so.

## **ARTICLE 2 SERVICES CHARACTERISTICS**

The services concerned by these General Terms and Conditions consist in the provision of equipment's relating to audiovisual recordings. They are more precisely described in the quotations established by GRAVITY MEDIA for each Client.

## **ARTICLE 3 CONTRACTUAL DOCUMENTS**

The agreement of the parties is governed by the below classified documents (sorted by decreasing priority):

- 1 The quotation accepted by the Client ;
- 2 The purchase order accepted by both parts ;
- 3 The present general terms & conditions ;
- 4 The note of insurance joined to the quotation ;

In case of any contradiction between these documents, the higher-ranking document shall prevail.

## **ARTICLE 4 PRIOR INFORMATION BY THE CLIENT**

Before the establishment of the quotation, the Client has to inform GRAVITY MEDIA about the characteristics expected on the shootings and specify to GRAVITY MEDIA the difficulties, precautions and material or administrative access restrictions (permanent or punctual) on the shooting location. The Client has to update regularly all these information's until the end of the contract. The Client is responsible for the veracity of the information that he transmits to GRAVITY MEDIA. The respect of the shooting schedule announced by the Client to GRAVITY MEDIA is imperative.

## **ARTICLE 5 QUOTATION**

Sales of services are binding after a quotation has been established, and GRAVITY MEDIA has expressly accepted the Client's order in writing.

The quotation details the facilities proposed to meet the Client's request and the budget required to do so. The Client has 15 days to accept the quotation, as from the date of issue affixed on this quotation. Failing acceptance within this period, the quotation is no longer valid. .

## **ARTICLE 6 ORDERS**

Orders only become definitive after written confirmation of GRAVITY MEDIA and after reception of a deposit, as specified in Article 8 below. GRAVITY MEDIA is linked to the orders taken by his representatives only through a confirmation, written and signed by themselves.

Once confirmed, the orders cannot be modified without the preliminary written agreement of GRAVITY MEDIA. The sums already paid to GRAVITY MEDIA are never returned.

In case of modification or withdrawal of the final order by the Client, GRAVITY MEDIA can invoice the Client, upon presentation of the expenses' proof, all the costs and expenses incurred for the preparation or execution of the initial order.

The Client must also pay a deduction to GRAVITY MEDIA which cannot be less than:

- **20** % of the quotation total amount - in case of cancellation received more than 5 days before the scheduled date of departure ;
- **50** % of the quotation total amount - in case of cancellation received between 5 and 2 days before the scheduled date of departure ;
- **100** % of the quotation total amount - in case of cancellation received less than 2 days before the scheduled date of departure ;

## **ARTICLE 7 PRICE**

Invoices are issued at the rate in effect on the day of the order, in accordance with the estimate previously established by GRAVITY MEDIA and accepted by the Client. Unless otherwise specified in the quotation, the prices are exclusive of tax. .

For each provision of services, an invoice is issued by GRAVITY MEDIA and given to the Client.

In accordance with Article 1195 of the French Civil Code, prices may be renegotiated in case of unforeseen event that disrupt the economy of the order.

## **ARTICLE 8 CONDITIONS OF PAYMENT**

The Client is required to pay a deposit at the time of ordering. It is 50% of the amount of the order when the Client has already used GRAVITY MEDIA's services. For new Client, this deposit corresponds to 100% of the amount of the order.

Invoices are payable in euros, to the head office of GRAVITY MEDIA, on the day indicated on the invoice. The regulation gets confirmed after the funds are at the disposal of GRAVITY MEDIA.

The term "payment" refers to the actual provision of funds to GRAVITY MEDIA.

Every payment fees are chargeable to the Client. Any deterioration of the Client credit can justify the requirement of guarantees or a cash settlement before the execution of the orders.

GRAVITY MEDIA will not grant discount for payment before the date indicated on the invoice or within a period shorter than the period mentioned in these General Terms and Conditions.

## **ARTICLE 9 LATE PAYMENT**

Any late payment will result, without appeal to the jurisdiction mentioned in the article "dispute settlement", and without prejudice to any claim for damages:

- a. forfeiture of the term of any debt held by GRAVITY MEDIA on the Client, their balance becoming immediately due even in case of payment by promissory note, without any formality or prior formal notice;
- b. application, without reminder, of late charges at the legal rate, increased by ten points ;
- c. application of the suspended interests planned in the article 1231 of the French Civil code ;
- d. invoicing of the precontentious recovery costs planned in the article L441-6 of the Commercial law, for an amount of 1.000 € HT, besides the reimbursement of irrecoverable costs to be eventually ordered by the competent Court ;
- e. without any formality, the possibility for GRAVITY MEDIA to suspend immediately the execution of ongoing orders and/or to subordinate the execution of any other order of the Client to the supply of additional guarantee (cash settlement, downpayment, etc.).

Any partial payment will be imputed, first of all, on the unprivileged part of the debts. Any compensation or unilateral imputation of the amount of compensation of any added damage or of any penalties on the due services price is forbidden, except in case of prior written agreement of both Parts.

## **ARTICLE 10 ADDITIONAL WORKS**

Any additional service requested ed by the Client which does not appear on the purchase order, will be charged at GRAVITY MEDIA's pricing on the day of the request.

## **ARTICLE 11 EXECUTION MODALITIES**

### 11.1 Technical equipment's

#### 11.1.1 Provided equipment's destination

According to the article 1728 of the French Civil Code, the Client commits himself to use the rented equipment in a reasonable and prudent manner, according to the usual destination of the equipment. He carries the risks of transport.

The provision of technical equipment is only intended for the shoots specified in the quotation. Under no circumstances may the Client sublet or transfer the technical equipment made available by GRAVITY MEDIA and must return it outright at the end of the shooting period, as GRAVITY MEDIA must be able to closely monitor the use of the equipment at all times.

The provision of technical equipment is only intended for the shootings specified in the estimate. The Client cannot sublet or give equipment belonging to GRAVITY MEDIA. He has to return them purely and simply on the date mentioned on the contract. GRAVITY MEDIA is able, at any time, to check closely the use of the equipment.

#### 11.1.2 Maintenance

GHB's teams present on the venue are trained in the preventive maintenance and in the repair of all equipment's necessary for the operations. They possess, on site, the spare parts required to bear any camerawork interruption due to a technical failure. The responsibility of GRAVITY MEDIA is limited to the provision of this staff and these spare parts. In case of technical breakdown, the replacement of the equipment must have been the object of a specific budget and agreement in the quotation.

#### 11.1.3 Ownership of technical equipment

All the technical equipment apportioned to the Client will stay whole and exclusive property Of GRAVITY MEDIA without any reserve. This equipment can by no means become the pledge of the Client personal creditors. In case of pursuit by the personal creditors of the Client, the confided equipment cannot be seized. It is asked to the Client to not deleting and/or masking the marks of properties "GRAVITY MEDIA" affixed on the provided equipment.

### 11.2 Recording media

GRAVITY MEDIA can not be responsible for "re-shootings" made necessary by hidden defects affecting recording media used for the shootings, whatever is the nature. Same in case of broadcast defects of the live images transmitted by RF frequency.

### 11.3 Manpower

The workforce stays under the constant direction of GRAVITY MEDIA who is the only entity authorized to give them necessary instructions for the good proceedings of the operations.

It is reminded that according to the French legal requirements, the working days (transport/installation/rehearsals/shooting/dismantling) of the workforce of GRAVITY MEDIA cannot exceed ten hours. These ten hours are deducted on-site for the services executed in Ile-de-France; they are deducted from door-to-door outside this region. A minimum rest of eleven hours is compulsory between two working days, and a rest of consecutive twenty-four hours is compulsory every six workdays. Extra hours and work during holidays imply an increase conforming to the conditions planned in the quotation.

### 11.4 Filming authorizations requests

The filming authorization requests are chargeable to the Client, except budget and agreement specifically agreed between GRAVITY MEDIA and the Client.

### 11.5 Execution deadlines

GRAVITY MEDIA shall execute the contract within a reasonable period if there is no contractual deadline specified in the quotation.

In any event, any deadline that may appear in the quotation does not constitute a strict time limit and GRAVITY MEDIA cannot be held liable to the Client in the event of a delay in the execution of the contract that does not exceed a reasonable time limit.

GRAVITY MEDIA can not be held liable in the event of a delay or suspension of the execution of the contract caused by the Client, or in the event of force majeure.

Both parts make a commitment to inform them mutually of any delay, any difficulty, any event apt to affect the execution of the operations, from its emergence, and to unite their best efforts to overcome this issue.

## **ARTICLE 12 SUBCONTRACTING – TRANSFER OF CONTRACT**

Dans les limites prévues par la loi, GRAVITY MEDIA pourra sous-traiter les Prestations à l'entreprise de son choix, après avoir soumis à l'agrément du Client le nom et les conditions de rémunération du sous-traitant.

GRAVITY MEDIA pourra librement céder ou transmettre par quelque moyen que ce soit le bénéfice du présent contrat à toute société de son Groupe sans autre formalité que l'envoi au Client d'une lettre recommandée avec accusé de réception l'informant de pareille cession ou transfert. On entend par "Groupe" au sens des présentes toute société détenue directement ou indirectement par le dirigeant de la société GRAVITY MEDIA.

Within limits set by the law, GRAVITY MEDIA can subcontract the services to the company of its choice, after having submitted to Client approval, the name and the remuneration conditions of the subcontractor. GRAVITY MEDIA can freely give up or transmit, by any means whatsoever, the profit of the present contract to any company of his Group without other formality than sending to the Client a registered letter with acknowledgement of receipt informing him about partial cession or transfer. By "Group", we mean any company held directly or indirectly by GRAVITY MEDIA.

### **ARTICLE 13 RECEPTION**

The Client will be deemed to have accepted the services provided, written on the quotation, unless he provides a written observation within one (1) working day after the cessation of the technical operations, implemented for their execution. In case of dispute, the proof of the unfinished execution belongs to the Client.

### **ARTICLE 14 RESPONSIBILITY**

The creditor of the unexecuted obligation will have to minimize the damages due to his failure to execute the contract, in his own interest and in the debtor's one.

The complaints relative to the execution of the contract will be acceptable by GRAVITY MEDIA only if they are formulated in writing; in the 7 days following the criticized fact gets noticed.

In any event, the responsibility of GRAVITY MEDIA lapses by (1) year starting from the beginning of the legal limitation period.

Except in the case of gross negligence or fraud, GRAVITY MEDIA cannot be held liable and its responsibility shall be limited to personal injury and direct material damage. The amount of damages may not exceed the price of the services for which the claim is made. His responsibility excludes all indirect damages and more particularly operating losses or financial losses.

GRAVITY MEDIA is kept responsible only of a general obligation of means such as these means are detailed in the quotation.

Considering the nature and the fragility of the rented equipment components, the responsibility of the renter is excluded in case of dysfunctions, defects or anomalies preventing the Client from using the rented equipment, resulting directly or not from the manufacturer or from the material supplier, except in case of fault committed by GRAVITY MEDIA during the material preparation.

The responsibility of GRAVITY MEDIA in case of defects of the rented material which would prevent the use of it and which would result from a lack of diligence of GRAVITY MEDIA, whatever are the direct or indirect damages, is expressly limited to the refund of the rental price of the concerned equipment. As a consequence, the Client, acting both on behalf of itself and its insurers, waives all claims against GRAVITY MEDIA, and guarantees it against any claims from third parties, for their damages and in particular for operating losses, which do not, by their nature or amount, fall within the scope of the above-mentioned limitation of liability

In no way the responsibility of GRAVITY MEDIA can be engaged, whatever the reason, except the cases planned by the present general conditions.

### **ARTICLE 15 CLIENT RESPONSIBILITY**

The Client is responsible for all the damages caused to the material, arisen between the collection and the return of the equipment. In case of theft or loss of the equipment, the Client will have to indemnify GRAVITY MEDIA on the basis of his TTC value on the agreement signature date.

The Client will be exclusively responsible towards the third parties of the consequences of the use of the equipment; without possible appeal against GRAVITY MEDIA, in any respect whatsoever.

### **ARTICLE 16 INSURANCE**

If GRAVITY MEDIA personnel operate the technical equipment as part of the service provision, the material is covered by GRAVITY MEDIA's insurance.

However, GRAVITY MEDIA's insurance shall not apply in the event of a claim arising from the gross or willful negligence of the Client, its employees or agents. In this case, (i) the Customer's insurance will apply first and (ii) the indemnification will be carried out, at GRAVITY MEDIA's discretion, at replacement value at new (or its equivalent) according to the manufacturer's public retail price or based on the repair costs.

If the Customer leases the technical equipment under its sole custody and control, it will be required to insure the equipment for its full value with a reputable insurance company and will indemnify GRAVITY MEDIA against any loss and damage caused to the equipment.

Any damage has to be the subject of an immediate statement on headed paper of the Client sent by registered mail AR to GRAVITY MEDIA with copy to the insurer. In case of theft, a receipt of complaint will be asked to the Client. The compensation of the stricken equipment will be made in replacement value for a new one (or its equivalent) according to retail price of the builder or on the basis of repair fees.

The Client makes a commitment to justify, from the first request of GRAVITY MEDIA, the existence of such a police and a payment of the corresponding bonuses, and to communicate the corresponding certificates.

It is up to the Client to sign a third-party insurance to guarantee the physical and material injuries up to sufficient amounts which could fall over him during the operation.

### **ARTICLE 17 FORCE MAJEURE**

The force majeure suspends the execution of ongoing orders. It gets effective after any outside event, even if it is predictable, which prevents GRAVITY MEDIA from the execution of the order. The suspension of obligations may under no circumstances be a cause of liability for failure to perform the obligation in question, nor induce the payment of damages or penalties for late payment. During this suspension, the parties agree that the costs generated by the situation will be divided in half.

Are considered as cases of force majeure: climatic events, storms, cyclones, hurricanes, tropical rains, wars, riots, accidents, fires, earthquakes, natural disasters, embargos, events that could possibly hinder the smooth running of business (such as strikes, lockout, fire,

interruption or delay in transports), impossibilities to stock up, acts of government, modifications of the regulations applicable to the present general terms and conditions or to the services.

#### **ARTICLE 18 CANCELLATION**

In the case of violation by the Client of any contract term, his demand of intervention will be cancelled, without other formality than sending a registered letter, 7 days after a formal demand by another registered letter with receipt of acknowledgement, remained in whole or partly ineffective during this period, and subject to any damages & interests.

#### **ARTICLE 19 PARTIAL INVALIDITY**

If an arrangement of the present is considered worthless or not written as being in infraction with the law or a treaty, this arrangement will be ineffective or will be considered as modified in the lowest necessary measure to make it valid or effective while respecting as much as possible the parts' intention.

#### **ARTICLE 20 CONFIDENTIALITY**

Both during the execution of the orders, and during 10 years after their expiration, whatever is the cause, each party will keep strictly confidential any technical or commercial pieces of information's they may have been aware of regarding the other party or the services provided.

Each part commits itself to submit all their attendants / subcontractors to respect the confidentiality chart.

#### **ARTICLE 21 DATA PROTECTION**

GRAVITY MEDIA undertakes to comply with the applicable laws and regulations, in particular the EU General Data Protection Regulation 2016/679 and Law No 78-17 of 6 January 1978 amended by Law No 2018-493 of 20 June 2018.

The Client information transmitted and collected by GRAVITY MEDIA is processed electronically for client relationship management, administrative purposes or for any other reason required by current regulations. This data processing is based on the need to perform the current contract and on GRAVITY MEDIA's legitimate interests. Client personal data will be kept by GRAVITY MEDIA for as long as necessary to fulfil the purposes pursued, unless there is a legal obligation to retain certain data.

GRAVITY MEDIA may share certain personal data with third parties. These include (i) service providers who may process personal data strictly necessary for the performance of the services entrusted to them by GRAVITY MEDIA under a subcontracting agreement, (ii) the competent authorities to which GRAVITY MEDIA would be legally required to disclose information. In the event of a transfer of personal data outside the European Union, GRAVITY MEDIA undertakes to implement an adequate guarantee of protection, in accordance with existing regulations.

According to the existing regulations, the Client has a right of access, portability, rectification, limitation, deletion of data concerning him/her and may withdraw his/her consent to the processing of his/her personal data at any time by contacting GRAVITY MEDIA at the following e-mail address [grp-uk-data\\_protect@gravitymedia.com](mailto:grp-uk-data_protect@gravitymedia.com).

If he/she considers that these rights are not respected, the Client may file a complaint before the French Data Protection Authority ("Commission Nationale de l'Informatique et des Libertés" or "CNIL"). For any information relating to the processing of your personal data, our privacy policy is available at the following address: [www.gravitymedia.com/company/privacy-policy](http://www.gravitymedia.com/company/privacy-policy).

#### **ARTICLE 22 COMMERCIAL REFERENCES**

Unless otherwise specified by the Client, GRAVITY MEDIA can use the company name, trade name, brand or logo of the Client in its promotional documentation or on its web site.

The Client will quote in the credits GRAVITY MEDIA, as well as the names and functions of the technicians who have been involved in the shooting.

#### **ARTICLE 23 NOTIFICATIONS**

Unless otherwise specified by the present general conditions, the notifications and correspondences of all kinds between the parts will be validly exchanged by every possible way showing its date, such as fax or emails.

#### **ARTICLE 24 DISPUTE SETTLEMENT**

All the contracts stemming from present general Conditions will be subjected to the French law. IN CASE OF DISPUTE, THE COURT OF BOBIGNY (France) WILL BE THE ONLY COMPETENT, even in case of emergency proceeding and in spite of plurality of authorities or parts, or call in guarantee.

Prior any judicial case opening, the parts will have to look for an amicable solution to their dispute.