

HighCoDATA

CONDITIONS SPECIFIC TO CREATION, PRINTING AND MANUFACTURING SERVICES (Réf n° Cspé PRINT & FAB 20230101) Applicable from 01/01/2023

Third party intervention

Interventions by third parties (such as models, photographers, etc.) as part of performing the Services and that incur a cost shall be the subject of a special Quotation, submitted to the Customer for approval. These fees are billed to the Customer. In cases where the Service Provider pays the advance payment of the cost of the third party's intervention, it requests that the Customer makes a provision in accordance with the Quotation accepted by the Customer.

These Specific Conditions (hereinafter the "Specific Conditions") are intended to set down the conditions in which **HIGH CO DATA** - Société par Actions Simplifiée - with a capital of € 636,966, whose head office is in Aix-en-Provence, registered under number 403 096 670 (Aix-en-Provence RCS) (hereinafter the "Service Provider"), provides services entrusted to it by the Customer to create, print and manufacture a range of media (hereinafter the "Services"). Any order for Services placed by the Customer entails express and unreserved acceptance by the Customer of these Specific Conditions and the Service Provider's Terms and Conditions of Service, to the exclusion of all other conditions issued by the Customer even if earlier in date, subject to special conditions specifically accepted by the Service Provider. In the event of any contradictions arising between these Specific Conditions and the Service Provider's Terms and Conditions of Service, the provisions of these Specific Conditions shall prevail.

1) DEFINITIONS

Services: any creation services the Customer entrusts to the Service Provider, such as creating, designing, printing and delivering any Medium.

Media: any media the creation, design, printing and delivery of which is entrusted to the Service Provider, such as advertising posters, banners, POS advertising, prizes, videos, illustrations, goodies, furniture items, etc.

2) PERFORMANCE CONDITIONS SPECIFIC TO CREATION, PRINTING AND MANUFACTURING SERVICES

Press proof documents ("BAT")

If the Service Provider submits final drafts and/or press proof documents (hereinafter "BAT") to the Customer, they must be accepted by the Customer within the time limits agreed between the Parties. A BAT not returned within the time limits agreed between the Parties implies the tacit agreement of the Customer and automatically incurs its responsibility. Each BAT is limited to 1 correction, beyond which corrections will be billed. The signing of the BAT releases the Service Provider from any liability for the content and form of the BATs. Under no circumstances shall the Service Provider be held responsible for any chromatic offset between, on the one hand, the signed BAT and the printed Medium, and on the other, between the validated cromalin and the printed Medium, insofar as such offset is within the tolerances commonly accepted in the printing industry.

Certifications / tests

It is up to the Customer to provide the Service Provider with full information on the Media it wishes to use for the printing or manufacturing services performed by the Service Provider. As such the Customer undertakes in particular to specify to the Service Provider (i) the type of certifications it wishes to obtain from the Service Provider, (ii) the type of tests it wishes to have the Service Provider carry out to ensure Media quality, as well as (iii) the usage and type of audience for whom the Media are intended. The Customer may not reproach the Service Provider for not providing certain certifications and/or for not performing tests, if the Customer has not specifically requested these. Similarly, the Service Provider may not be held liable for the damages caused by the Media to third parties, if these damages result from a lack of information from the Customer on the usage and type of audience for whom the Media are intended (e.g.: if the Customer has not specified that the Media are intended to be used as toys for children).

Delivery of Services

The Service Provider shall make all best efforts to comply with the delivery deadlines for Services as validated in Writing by the Parties. Unless agreed otherwise between the Parties, overruns of these deadlines cannot give rise to any penalty or lead to a refusal to deliver. In any case, the delivery times are automatically suspended by any event beyond the control of the Service Provider and having the effect of delaying delivery of the Services. All the Services performed by the Service Provider transit at the Customer's risk and up to the delivery points mentioned in the Quotation, whether they are shipped free or prepaid. All the financial consequences of any sort, such as penalties billed to the Service Provider by its sub-contractors (e.g.: storage expenses or other), due to failure by the Customer to meet the time limits agreed between the Parties, will be at the Customer's expense.

3) FINANCIAL CONDITIONS SPECIFIC TO CREATION, PRINTING AND MANUFACTURING SERVICES

Terms of Payment

Unless agreed otherwise between the Parties, a down payment of 50% of the printing and/or manufacturing price will be paid by the Customer to the Service Provider upon signing the Quotation, and the remaining 50% will be due before delivery of the Media.

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