

# HighCoDATA

## **SPECIFIC CONDITIONS FOR CREATION, PRINTING AND MANUFACTURING SERVICES (Ref. Cspé PRINT & FAB 20260101) Applicable from 01/01/2026**

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 No. 403 096 670 (Aix-en-Provence Trade and Companies Register) (hereinafter the "Service Provider"), provides services entrusted to it by the Client to create, print and manufacture a range of media (hereinafter the "Services"). Any order for Services placed by the Client entails express and unreserved acceptance by the Client of these Specific Conditions and the Service Provider's Terms and Conditions of Service, to the exclusion of all other conditions issued by the Client 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 Client entrusts to the Service Provider, such as the creation, design, printing and delivery of 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 to the Client engraving proofs and/or print proofs (*bons à tirer*) (hereinafter

"BAT"), they must be accepted by the latter 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 Client 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. The Service Provider shall not be held liable for the colour rendering of the Materials where their printing and production have not been entrusted to it.

#### **Certifications / tests**

It is up to the Client 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 Client 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 Client may not reproach the Service Provider for not providing certain certifications and/or for not performing tests, if the Client 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 Client on the usage and type of audience for whom the Media are intended (e.g.: if the Client 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 Client'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 Client to meet the time limits agreed between the Parties, will be at the Client's expense.

### **3) FINANCIAL CONDITIONS SPECIFIC TO CREATION, PRINTING AND MANUFACTURING ACTIVITIES**

#### **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 Client to the Service Provider upon signing the Quotation, and the remaining 50% will be due before delivery of the Media.

#### **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 Client for approval. These fees are billed to the Client. In cases where the Service Provider pays the advance payment of the cost of the third party's intervention, it requests that the Client makes a provision in accordance with the Quotation accepted by the Client.

#### **Revision**

Quotations are prepared on the basis of the Service Provider's subcontractors' terms and pricing, as well as the laws and regulations in force. If one or more of these basic elements are modified after the Quotation has been issued, the prices initially provided may be adjusted under the same conditions, subject to supporting evidence provided by the Service Provider. The same would be true in case of an unforeseen event leading notably to a change to one of the elements in the Service.

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S.A.S. with capital of 636,966 euros – Aix-en-Provence Register of Trade and Companies No. 403 096 670 – EU VAT no. FR 43 403 096 670

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