



CFT CONCEPTS

Company
communication
& creative services

Standard terms and conditions

Scope

These Standard Terms apply to the supply of all products and services by CFT Concepts SARL, unless otherwise agreed in writing with the client.

Agency

We accept orders and instructions only on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

Products and services provided

The description and price of goods and services will be provided in the confirmation of order for the product or service. We reserve the right to charge for any additional cost incurred by us due to a subsequent change by the client in the goods or services required or any additional requirements by the client not specified in the original quotation, in particular travel, photography, stock imagery, hard copies, delivery and couriers.

Delivery of products and services

We undertake to deliver products and services using reasonable skill and care within the timescale agreed with the client or within a reasonable and customary timescale if none has been agreed. However, we shall not be liable for any material or other loss to the client or any third party due to the late, erroneous or incomplete delivery of any product or service.

Acceptation of terms

Acceptation by the client of any quotation provided constitutes acceptance of all the present terms and conditions and any specific terms contained in the quotation.

Payment

We may require cash payment in advance in part or in whole before providing any goods or services. Our invoices are due for payment 30 days from their date. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge late payment fees at the rates in force pursuant to the relevant implementation of the European Directive 2000/35/EC.

Non-completion of services

Where the client places an order, accepts a quotation or instructs us to undertake any service, the client will be responsible for our costs in providing that service whether or not it proceeds to its conclusion.

Adequacy of instructions

We provide services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and that those instructing us indemnify us accordingly.

Copyright and publication

We accept material from the client for use on any given project on the basis that the client is responsible for ensuring it is free from defamatory matter and does not infringe copyright or any other third party rights, and that the client will indemnify us accordingly if this is not the case.

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SARL au capital
de 6000 euros

SIRET 524 084 597 00011
R.C.S. GRASSE

NAF 7021Z

TVA FR09 524 084 597

Creative royalties

All material created by CFT Concepts remains our sole property until payment has been received in full for such material from the client. Except where otherwise agreed, CFT Concepts retains the right to charge a royalty fee for the re-use of any original, creative material provided to client that is outside the scope of the original quotation.

Use of work for self-promotion

We reserve the right to use any work we produce for the purpose of self-promotion, unless specifically requested in writing not to do so by the client.

Third party reliance

Our services are provided solely for the use of our client or that client's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any other third party. However, the client placing the order with us shall remain exclusively liable for any payment due to us.

Use of third party contractors

We may, as the client's agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which the client instructs us to carry out. Unless otherwise agreed, we shall pay the charges of Third Party Contractors on the client's behalf and pass them on to the client with or without a fee. We will take all reasonable care in selecting and instructing Third Party Contractors, but accept no liability for any material or other loss to the client or any third party due to errors, omissions or negligence by a Third Party Contractor.

Liability

We accept no liability for loss or damage (direct, indirect or consequential) including all loss of profit or business arising out of any single claim, event, or series of related claims or events (including claims based on negligence).

Web compatibility

We try to ensure that any web pages or sites we produce will function correctly on the server they are initially installed on and that they will function correctly when viewed with the latest versions of Microsoft Internet Explorer, Safari and Mozilla Firefox. However, due to the large number of possible operating systems and browser combinations and settings we cannot guarantee our web pages or sites will function correctly on any every system.

Privacy policy and data protection

CFT Concepts may use personal information which we hold about the client to provide our services and products to the client, for credit control and market research purposes and to inform the client about our services and products or events which we believe may be of interest to the client.

We may only share information about the client with staff, clients, or other specialist networks with the sole purpose of completing the client's order or transaction. We will take all reasonable steps to ensure the privacy of the client's information. Except as required or allowed by law or other regulation, we will not pass, disclose, rent or sell the client's personal information (other than any personal information which is already publicly available) to any third party without the client's prior consent.



Termination

Where the client wishes to terminate any order or contract before its completion, the client must do this in writing with reasonable notice or notice as specifically agreed by separate contract. The client will remain liable for any work completed by us and/or any costs incurred in providing any work until receipt by us of notice of termination.

Changes to terms and conditions

We reserve the right to make changes to these terms and conditions from time to time.

Jurisdiction

Unless otherwise agreed, contracts between CFT Concepts and the client will be governed by French law and will be subject to the exclusive jurisdiction of the French courts.

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