

Version 1.0 in force as of 04/2023

**Preamble / Identification
of the service provider**

These general terms and conditions (hereinafter the "Terms" or "GTC") govern all contractual relations between:

Ilana Stevens, a sole trader (entreprise individuelle) trading under the business name Ultra Panache, whose registered office is at 274 rue du Commandant Nandillon, 36800 Thenay, France, registered under SIRET number 95112216700012, [intra-Community VAT number FR60951122167] / [VAT not applicable under Article 293 B of the French General Tax Code],

email: contact@ultrapanache.com, website: www.ultrapanache.com

hereinafter referred to as "the Agency",

and any natural or legal person placing an order for services with the Agency, hereinafter referred to as "the Client".

The Agency's activity comprises communication consultancy, brand strategy, brand identity, graphic design, publishing and printed matter, website design and search engine optimisation.

**Article 1
Purpose and scope**

- 1.1 These Terms set out the rights and obligations of the parties in connection with the sale of services and, where applicable, ancillary supplies provided by the Agency.
- 1.2 In accordance with Article L. 441-1 of the French Commercial Code, they constitute the sole basis of the commercial negotiation. They are provided to any professional Client on request and are permanently accessible on the Agency's website.
- 1.3 Placing an order with the Agency constitutes the Client's full and unreserved acceptance of these Terms, to the exclusion of any other document, and in particular to the exclusion of the Client's own purchasing terms, which are unenforceable against the Agency unless expressly accepted by it in writing.
- 1.4 In the event of any conflict between these Terms and the provisions of a quotation, commercial proposal or special conditions signed by both parties, those documents shall prevail, and solely on the points they expressly address.
- 1.5 The Agency reserves the right to amend these Terms at any time. The version applicable to an order is the version in force on the date the corresponding quotation is signed.

**Article 2
Contractual documents
and formation of the
contract**

- 2.1 Every engagement is the subject of a written and detailed quotation, prepared by the Agency on the basis of the information provided by the Client. The quotation specifies the nature of the services, the expected deliverables, the price, the provisional timetable and, where applicable, the scope of the assignment of rights.
- 2.2 Unless otherwise stated on the quotation, it is valid for thirty (30) days from its date of issue. After that period, the Agency is no longer bound by the prices and conditions set out in it.
- 2.3 The contract is formed, and the order becomes firm and definitive, on the date the Agency receives the quotation dated, signed and marked "Bon pour accord" (agreed and accepted), together with payment of the deposit provided for in Article 8. Electronic signature and express acceptance of the quotation by email have the same value as a handwritten signature.
- 2.4 A signed quotation binds both parties. It does not constitute a mere estimate. Any change to the scope, deliverables or timetable after signature is the subject of a written amendment or a supplementary quotation, under the conditions set out in Article 9.
- 2.5 The contractual documents are, in descending order of precedence: any special conditions, the signed quotation and its annexes (including the brief), and then these Terms.

**Article 3
Nature of the Agency's
obligations**

- 3.1 In performing its services, the Agency is bound by an obligation of means (obligation de moyens) under French law, and not by an obligation to achieve a specified result. It undertakes to apply the care, diligence and professional skill consistent with the standards of the profession.
- 3.2 Services relating to consultancy, creative work, brand strategy and search engine optimisation are by their nature not result-guaranteed. The Agency does not guarantee any commercial outcome, sales performance, level of recognition, traffic volume or search ranking.
- 3.3 The Agency performs the engagement within the framework defined by the Client's brief, while retaining creative discretion within that framework. Creative directions proposed are a matter of the Agency's professional judgement; the Client's rejection of them is exercised under the conditions of Article 6 relating to revision cycles.

**Article 4
Client's obligations and
duty to cooperate**

- 4.1 The Client undertakes to provide the Agency, in a usable format and within the agreed timescales, with all information, content, text, images, data, technical access and approvals necessary for the proper performance of the engagement.
- 4.2 The Client designates a single point of contact with authority to approve deliverables and take decisions binding on the Client's organisation. Failing express designation, the signatory of the quotation is deemed to be that contact.
- 4.3 The Client informs the Agency of any circumstance liable to affect performance of the engagement, including where that circumstance only becomes apparent during performance.
- 4.4 Additional costs and delays resulting from information that is incorrect, incomplete, late, or amended after approval by the Client are charged in addition, on the basis of the hourly or daily rate then in force, after prior notice to the Client.
- 4.5 Warranty in respect of materials supplied. The Client warrants that it holds all rights (copyright, neighbouring rights, trade mark rights, image rights in persons and property, licences) in the materials it transmits to the Agency for incorporation into the deliverables. The Client indemnifies the Agency against any third-party claim, action or demand based on those materials, and shall bear any awards made against the Agency together with reasonably incurred defence costs, provided that the Agency notifies the Client of any claim without delay and allows the Client to participate in the defence.
- 4.6 The Agency is not required to carry out prior-rights or availability searches in respect of the works it produces (in particular trade mark or domain name availability searches), unless such a service is expressly ordered and charged for. It is for the Client to arrange, should it so wish, any prior-rights search and to file any industrial property titles with the INPI or any other office, at its own cost and under its own responsibility.

**Article 5
Design, proposals and
preparatory work**

- 5.1 Sketches, research, creative directions, mock-ups, prototypes, unselected proposals and preparatory work remain the full and exclusive property of the Agency. Their disclosure to the Client does not constitute an assignment of rights.
- 5.2 The Client shall not exploit, reproduce, cause to be reproduced or transmit to any third party, directly or indirectly, all or part of the unselected proposals, or the ideas, concepts and creative directions presented by the Agency, otherwise than under the contract concluded with the Agency.
- 5.3 Pitches and competitive tenders. Where the Client invites the Agency to develop a concept, recommendation or creative direction prior to the conclusion of a principal contract, that phase constitutes a service in its own right, involving the commitment of resources and intellectual work. It is the subject of a specific quotation and of remuneration, unless expressly waived in writing by the Agency.
- 5.4 If the Client considers that ideas presented were already known to it, it shall so inform the Agency in writing within fourteen (14) days of the presentation, providing evidence establishing dated prior knowledge. Failing that, the proposals are deemed new to the Client.

**Article 6
Approval, revision cycles
and print approval**

- 5.5 Use by the Client of all or part of a concept presented, in whatever form and even as modified, gives rise to an obligation to remunerate the Agency, without prejudice to any action for infringement or unfair competition.
- 6.1 Unless otherwise stated on the quotation, each creative stage includes two (2) revision cycles. Those cycles cover adjustments to the approved proposal and not a change of creative direction.
- 6.2 Any additional revision request, any change of direction after a stage has been approved, and any rework arising from a change to the brief is charged in addition, notified to the Client before being carried out.
- 6.3 Approval period. The Client has seven (7) working days from receipt of an interim deliverable to submit its comments in writing, consolidated and complete. On expiry of that period, and following a written reminder from the Agency that has gone unanswered for a further five (5) working days, the deliverable is deemed approved and the following stage may be commenced.
- Print approval. For any service intended for printing, manufacture or publication online, the Client provides written print approval (Bon à tirer) before production is launched. That approval constitutes final acceptance of the content, spelling, typography, colours, formats and all characteristics of the document. The Client remains solely responsible for errors subsisting after print approval has been given, and for any resulting costs of reprinting or remanufacture.
- 6.4
- 6.5 Variations in colour rendering inherent in printing processes, substrates and screen calibration do not constitute a lack of conformity, within the tolerances customary in the profession. The Client may request a contract proof, charged in addition.
- 6.6 Absence of any response from the Client for a continuous period of sixty (60) days despite two written reminders entitles the Agency to treat the engagement as suspended at the Client's initiative. Sums corresponding to work carried out become immediately payable and resumption of the project may give rise to a restart charge.

**Article 7
Performance periods**

- 7.1 The periods stated on the quotation are indicative, save where they are expressly stated to be binding by written agreement of both parties.
- 7.2 Periods run from the latest of: signature of the quotation, receipt of the deposit, and receipt of all materials necessary for performance.
- 7.3 Any delay attributable to the Client, in particular in supplying materials or approving stages, automatically extends the performance periods by at least an equivalent duration, and where applicable by a longer duration reflecting the Agency's scheduling constraints.
- 7.4 An overrun attributable to the Agency may give rise to cancellation of the order or to compensation only after formal notice sent by registered post with acknowledgement of receipt has remained without effect for a reasonable period, which shall not be less than fifteen (15) days.

**Article 8
Prices, invoicing and
payment terms**

- 8.1 Prices are expressed in euros and are exclusive of tax. They are increased by VAT at the rate in force on the date of invoicing. [Where applicable: VAT not applicable under Article 293 B of the French General Tax Code.]
- 8.2 Cross-border tax. For Clients established in another Member State of the European Union and holding a valid intra-Community VAT number, services are invoiced without French VAT and VAT is accounted for by the Client under the reverse charge mechanism (Articles 44 and 196 of Directive 2006/112/EC). For Clients established outside the European Union, services are outside the scope of French VAT. Any withholding tax, import duty, local tax or levy imposed in the Client's country is borne by the Client, and sums payable to the Agency are net of any such deduction.
- 8.3 Prices shown on the quotation cover only the services described in it. Any service not expressly provided for is invoiced separately. Disbursements and expenses incurred on the Client's behalf (printing, artwork purchase, font or image licences, domain names, hosting, travel) are recharged to the Client against supporting documents, plus any handling charge stated on the quotation.

- 8.4** Payment schedule. Unless otherwise stated on the quotation:
- a deposit of 50% of the total amount including tax is payable on placing the order;
 - the balance is payable on delivery of the work or, for staged engagements, in accordance with the invoicing schedule set out in the quotation.
- 8.5** Payment period. Invoices are payable thirty (30) days from their date of issue, by bank transfer. This period may not in any event exceed the ceilings set out in Article L. 441-10 of the French Commercial Code. No discount is granted for early payment.
- 8.6** Payment costs. Payment is made in euros. All bank charges, transfer fees, intermediary bank fees and currency conversion costs are borne by the Client, such that the Agency receives the full invoiced amount. Payment is deemed made on the date the funds are credited to the Agency's account.
- 8.7** Late payment interest. In accordance with Article L. 441-10 of the French Commercial Code, any late payment automatically gives rise, from the day following the payment date shown on the invoice and without any reminder being necessary, to late payment interest calculated on the outstanding amount including tax, at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points.
- 8.8** Fixed recovery indemnity. Any professional Client in late payment is automatically liable for a fixed indemnity for recovery costs of forty (40) euros per unpaid invoice, in accordance with Articles L. 441-10 and D. 441-5 of the French Commercial Code. Where recovery costs actually incurred exceed that fixed amount, the Agency may claim additional compensation against supporting evidence.
- 8.9** Suspension for non-payment. In the event of late payment, the Agency may, after formal notice has remained without effect for eight (8) days, suspend performance of all services in progress, including those under other orders from the same Client, without such suspension giving rise to any right to compensation for the Client. The obligation to pay remains in full.
- 8.10** Acceleration. Where payment by instalments has been agreed, failure to pay a single instalment renders the entire outstanding balance immediately payable, after formal notice has remained without effect for eight (8) days.
- 8.11** Set-off. The Client may not set off any claim against sums due to the Agency, save with the Agency's written agreement or pursuant to a final court decision.
- 8.12** Retention of title. Supplies and physical materials delivered remain the property of the Agency until payment of the price in full, in accordance with Articles 2367 et seq. of the French Civil Code. Risk nevertheless passes on delivery.
- 8.13** Prepaid time. Blocks of hours or time credits paid in advance must be used within six (6) months of payment of the invoice. After that period, unused hours lapse, save by written agreement to the contrary.
- 8.14** Price review. In the event of a significant and unforeseeable increase in the cost of third-party services essential to performance (printing, finishing, licences, hosting), the parties agree to meet with a view to renegotiating the price. Failing agreement within thirty (30) days, either party may terminate the order for the future, sums for services already performed remaining due.
- Article 9**
Variation, suspension and cancellation by the Client
- 9.1** Any change to the scope of the order is the subject of a written amendment or a supplementary quotation, subject to the agreement of both parties.
- 9.2** In the event of cancellation of the order by the Client after signature of the quotation, the following are payable to the Agency:
- all services performed as at the date of notification of cancellation, assessed pro rata to progress;
 - all costs and commitments entered into with third parties on the Client's behalf and which cannot be cancelled;
 - a fixed termination indemnity equal to 30% of the pre-tax amount of the services remaining to be performed, to compensate the Agency for reserved production capacity and loss of earnings.

**Article 10
Intellectual property and
assignment of rights**

- 9.3 Any deposit paid remains acquired by the Agency and is set off against the sums due under Article 9.2.
- 9.4 This indemnity is not payable where cancellation is caused by a serious breach by the Agency of its obligations, unremedied after formal notice in accordance with Article 14.
- 9.5 Payment of sums due on cancellation does not effect any assignment of rights in work that is unfinished or not paid for in full.
- 10.1 Principle. In accordance with Articles L. 111-1 et seq. of the French Intellectual Property Code, the Agency owns the copyright in all works it creates. Commissioning a work does not automatically transfer copyright. This applies notwithstanding any rule of "work made for hire" or equivalent doctrine under the Client's own law, which is excluded by the choice of French law in Article 20.
- 10.2 Moral rights. The author's moral rights are perpetual, inalienable and imprescriptible (Article L. 121-1 of the French Intellectual Property Code) and cannot be waived. The Client undertakes to respect the integrity of the works delivered. Any modification, adaptation, alteration, cropping, change of colours or typography, or partial exploitation of the final version of a work requires the Agency's prior written consent.
- 10.3 Scope of assignment. The assignment of economic rights is defined in the quotation. Each right assigned is separately identified there, and the field of exploitation is delimited as to its scope, purpose, territory and duration, in accordance with Article L. 131-3 of the French Intellectual Property Code. Failing any statement to the contrary in the quotation, the assignment covers:
 - the right of reproduction: the right to reproduce or have reproduced the work, in whole or in part, in an unlimited number of copies, on all print and digital media necessary for the exploitation defined below;
 - the right of communication to the public: the right to communicate the work to the public, in particular by display, publication, online distribution and social media;
 - purpose: use for the institutional and commercial communication of the Client's own activity alone, excluding any exploitation by a third party, any assignment to a third party, any derivative exploitation, merchandising or derived product, and any exploitation in a separate field of activity;
 - territory: the territory stated in the quotation and, failing that, France;
 - duration: the duration stated in the quotation and, failing that, ten (10) years from delivery, renewable by written agreement.
- 10.4 Rights not assigned. Any mode of exploitation, medium, territory or duration not expressly stated in the quotation remains the property of the Agency and requires a supplementary assignment giving rise to remuneration.
- 10.5 Condition precedent. The assignment of rights takes effect only on payment in full of the agreed price, in principal, interest, costs and ancillary sums. Until payment in full, any exploitation of the work constitutes infringement within the meaning of Articles L. 335-2 et seq. of the French Intellectual Property Code.
- 10.6 Source files. Delivery comprises production files in the formats defined in the quotation. It does not include native source files, templates or preparatory work, which embody the Agency's know-how and working methods. Their supply may be the subject of a separate service and specific remuneration.
- 10.7 Third-party assets. Fonts, image libraries, illustrations, plug-ins, themes and software libraries used in the deliverables remain subject to the licences of their rights holders. The corresponding licences are acquired in the Client's name, at its cost, or recharged. The scope of the Client's rights in those elements is limited to that granted by the licensor. The Agency informs the Client of the licences required; it is for the Client to maintain them in force.
- 10.8 Future works. In accordance with Article L. 131-1 of the French Intellectual Property Code, the global assignment of future works is void. Each work is the subject of its own assignment, defined in the corresponding order.
- 10.9 Credit. The Agency may apply its signature or authorship credit to the works, discreetly and without prejudice to their exploitation, in particular in the footer of websites and in the imprint of printed matter. Removal of that credit may be agreed in the quotation.

**Article 11
References and the
Agency's own
communication**

- 11.1 Unless the Client objects in writing no later than signature of the quotation, the Agency is authorised to cite the Client's name and trade mark as a reference, and to reproduce all or part of the works created on its own promotional materials: portfolio, website, social media, submissions, presentations and professional awards.
- 11.2 This authorisation is granted free of charge, for the duration of exploitation of the materials concerned and worldwide.
- 11.3 The Client may at any time request in writing, and for legitimate reason, the withdrawal of a reference; the Agency shall comply within a reasonable period, with no obligation to withdraw printed materials already distributed.
- 11.4 Any confidentiality period preceding a launch is agreed in the quotation.

**Article 12
Provisions specific to
certain services**

- 12.1 Search engine optimisation
- a) SEO services are subject to an obligation of means. Search engines are independent third parties whose algorithms, ranking criteria and terms of use change without notice and are entirely outside the Agency's control.
 - b) The Agency guarantees no ranking, traffic volume, conversion rate or timescale for results. Any projection communicated is indicative.
 - c) The Agency uses only techniques consistent with the published guidelines of search engines. It accepts no liability for algorithmic or manual penalties resulting from actions of the Client or of third parties (link buying, duplicate content, uncoordinated technical intervention).
 - d) The effectiveness of the services depends on the Client actually implementing the recommendations made. Refusal or deferral of implementation releases the Agency from any liability as to results.
- 12.2 Websites and digital services
- a) Unless otherwise stated in the quotation, domain names, hosting, certificates and licences are taken out in the name and on behalf of the Client, who remains the owner and responsible for them, including their renewal.
 - b) Delivery of a website transfers responsibility for its operation to the Client. Maintenance, security updates, backups and technical support are provided only under a separate maintenance contract.
 - c) The Agency is not liable for malfunctions, unavailability, data loss or security breaches attributable to the host, third-party plug-in publishers, content management system updates, third-party intervention or modifications made by the Client.
 - d) Compatibility of deliverables is warranted on the browsers and versions expressly listed in the quotation, in their current version at the date of delivery.
 - e) Content published on the website remains under the Client's editorial responsibility, and the Client warrants its lawfulness and compliance with applicable regulation. Where the website is intended for a market outside France, it is for the Client to verify compliance with the regulation applicable in that market, including as regards mandatory legal notices, accessibility and consumer law.
- 12.3 Publishing and printed matter
- a) Quantities delivered may vary by plus or minus 5% from quantities ordered, in accordance with the customs of the printing industry. Invoicing is adjusted accordingly.
 - b) Printing and finishing times depend on printers and finishers; the Agency passes on the times quoted by them without guaranteeing them.
 - c) Reservations relating to conformity or transit damage must be made by the Client to the carrier and notified to the Agency within the applicable legal periods.
 - d) Where deliverables are shipped outside France, customs duties, import taxes and clearance formalities are borne by the Client.

**Article 13
Subcontracting and
external providers**

- 13.1** The Agency may freely perform all or part of the services itself, engage independent collaborators, or entrust certain services to external providers (printers, developers, photographers, illustrators, translators, hosts).
- 13.2** The Agency selects such providers with care and remains responsible for their services towards the Client within the limits set out in Article 15.
- 13.3** Where, at the Client's express request, a contract is concluded directly in the Client's name with an external provider, the Client alone assumes the obligations under it, including those surviving the end of the Agency's engagement.
- 13.4** During performance of the contract and for twelve (12) months after its end, the Client shall not directly solicit, with a view to a collaboration covering services of the same nature, the independent collaborators and providers introduced to it by the Agency in connection with the project, save with the Agency's written agreement.

**Article 14
Duration, suspension
and termination**

- 14.1** The contract ends on completion of the services and payment of the price in full. Contracts for continuing performance end in accordance with the terms set out in the quotation or the special conditions.
- 14.2** Termination for breach. Either party may terminate the contract as of right in the event of a serious breach by the other party of its obligations, unremedied within fifteen (15) days of formal notice sent by registered post with acknowledgement of receipt having gone unsatisfied.
- 14.3** The following in particular constitute a serious breach by the Client: failure to pay an instalment, persistent failure to cooperate rendering performance impossible, unauthorised exploitation of the works, and breach of Article 10.
- 14.4** Immediate termination. The Agency may terminate without notice in the event of insolvency proceedings opened against the Client, within the limits permitted by Articles L. 622-13 et seq. of the French Commercial Code, or in the event of conduct damaging to the reputation or dignity of the Agency or its collaborators.
- 14.5** Termination renders sums due for services performed immediately payable. The articles relating to intellectual property, confidentiality, references and governing law survive the end of the contract.

**Article 15
Liability**

- 15.1** The Agency is liable for direct, material and foreseeable damage caused to the Client by a proven breach of its contractual obligations.
- 15.2** Exclusion of indirect damage. The following are excluded from any compensation: indirect damage, and in particular loss of turnover, loss of profit, loss of customers, business interruption, loss of data, damage to image, and consequential commercial or financial loss.
- 15.3** Cap. The Agency's total liability, on all grounds combined, is limited to the pre-tax amount actually received by it in respect of the order giving rise to the damage.
- 15.4** Exceptions. The limitations and exclusions in this Article do not apply in the event of personal injury, gross negligence (faute lourde) or wilful misconduct, nor where the law prohibits them. They may not deprive the Agency's essential obligation of its substance within the meaning of Article 1170 of the French Civil Code.
- 15.5** Any claim relating to the conformity of a deliverable must be notified in writing to the Agency within thirty (30) days of delivery, failing which it is time-barred, save in the case of latent defects and without prejudice to statutory guarantees applicable to consumers.
- 15.6** Insurance. The Agency declares that it has taken out professional indemnity insurance with Orus, policy no. 278310713, covering the financial consequences of its liability for its activity and for the European territory. The Client is informed that this cover does not extend outside that territory. Where an engagement requires cover for another territory, this must be agreed in the quotation and may give rise to an additional charge.

**Article 16
Force majeure**

- 16.1** Neither party may be held liable for non-performance of its obligations in the event of force majeure within the meaning of Article 1218 of the French Civil Code.
- 16.2** Performance of obligations is suspended for the duration of the impediment. If it continues beyond two (2) months, either party may terminate the contract by registered post with acknowledgement of receipt, sums for services already performed remaining due.

**Article 17
Confidentiality**

- 17.1** Each party undertakes to keep confidential the non-public information of which it becomes aware in connection with performance of the contract, and not to disclose it without prior written agreement.
- 17.2** This undertaking remains in force for the duration of the contract and for three (3) years thereafter.
- 17.3** Excluded from this undertaking is information that is public, already known to the receiving party, or whose disclosure is required by law or by a competent authority.
- 17.4** This Article does not affect the right of reference provided for in Article 11.

**Article 18
Personal data**

- 18.1** The Agency as controller. The Agency processes the personal data of Clients and prospects (identity, professional contact details, billing data) for the purposes of commercial management, performance of the contract, invoicing and compliance with its accounting and legal obligations. The legal bases are performance of the contract, legal obligation and legitimate interest. This data is retained for the duration of the commercial relationship and thereafter for the applicable limitation and accounting retention periods.
- 18.2** In accordance with Regulation (EU) 2016/679 and French Law no. 78-17 of 6 January 1978 as amended, any data subject has a right of access, rectification, erasure, restriction, objection and portability, exercisable at contact@ultrapanache.com. A complaint may be lodged with the CNIL (www.cnil.fr).
- 18.3** The Agency as processor. Where performance of the engagement leads the Agency to process personal data on behalf of the Client (in particular management of forms, contact databases, audience measurement tools or newsletters), the Agency acts as a processor within the meaning of Article 28 GDPR. The parties then conclude a data processing agreement specifying the subject matter, duration, nature and purpose of the processing, the categories of data and data subjects, and the applicable security measures.
- 18.4** The Client remains responsible for the lawfulness of the processing it carries out, for informing data subjects, for obtaining the consents required, in particular as regards trackers and cookies, and for the compliance of its own tools.
- 18.4** International transfers. Where performance of the contract requires a transfer of personal data outside the European Economic Area, the parties undertake to implement an appropriate transfer mechanism within the meaning of Chapter V GDPR, in particular the European Commission's standard contractual clauses.

**Article 19
Provisions applicable to
consumers and small
professional clients**

- This Article applies where the Client is a consumer within the meaning of the French Consumer Code, or a professional employing five (5) employees or fewer entering, at a distance or off-premises, into a contract whose subject matter falls outside the scope of its main activity (Article L. 221-3 of the French Consumer Code).
- 19.1** Pre-contractual information. Before conclusion of the contract, the Agency provides the Client with the essential characteristics of the services, their price, the terms of performance, the duration of the contract and information on the right of withdrawal.
- 19.2** Right of withdrawal. The Client has fourteen (14) days from conclusion of the contract to exercise its right of withdrawal, without having to give reasons or bear any costs other than those provided for in Articles L. 221-23 to L. 221-25 of the French Consumer Code. This right is exercised using the form set out in the Annex or by any unambiguous written statement sent to contact@ultrapanache.com.

**Article 19
Dispositions applicables
aux consommateurs et
aux petits professionnels**

- 19.3** Early performance. If the Client wishes performance to begin before expiry of the withdrawal period, it must make an express written request. In that case:
- if it subsequently exercises its right of withdrawal, it shall pay the Agency an amount proportionate to the services supplied up to the point at which it communicated its decision, calculated on the basis of the total agreed price (Article L. 221-25);
 - if the services have been fully performed before the end of the period, and the Client has expressly acknowledged in writing and in advance that it would lose its right of withdrawal once the contract was fully performed, the right of withdrawal may no longer be exercised (Article L. 221-28, 1°).
- 19.4** Statutory exceptions. In accordance with Article L. 221-28 of the French Consumer Code, the right of withdrawal does not apply, in particular, to goods made to the Client's specifications or clearly personalised, or to digital content supplied on an intangible medium whose performance has begun with the Client's express prior agreement and express waiver of its right of withdrawal.
- 19.5** Refund. Where withdrawal is validly exercised, the Agency refunds sums paid, less any proportionate amount due under Article 19.3, within fourteen (14) days of receipt of the withdrawal decision.
- 19.6** Statutory guarantees. A consumer Client benefits from the statutory guarantees of conformity and against latent defects under Articles L. 217-1 et seq. of the French Consumer Code and Articles 1641 et seq. of the French Civil Code.
- 19.7** Any provision of these Terms deemed unfair within the meaning of Article L. 212-1 of the French Consumer Code is deemed unwritten in relations with a consumer Client, without affecting the validity of the other provisions.
- 19.8** Consumers resident outside France. Where the Client is a consumer habitually resident in another State and the Agency directs its activity towards that State, the choice of French law in Article 20 does not deprive the Client of the protection afforded by the mandatory provisions of the law of its State of habitual residence, in accordance with Article 6 of Regulation (EC) No 593/2008 (Rome I). Where those provisions are more favourable to the Client than French law, they apply.

**Article 20
Governing law,
complaints, mediation
and disputes**

- 20.1** Governing law. These Terms and the contracts arising from them are governed by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) and to the exclusion of any conflict-of-laws rule that would lead to the application of another law. This choice is made in accordance with Article 3 of Regulation (EC) No 593/2008 (Rome I) and is subject to Article 19.8 above.
- 20.2** Prior complaint. Any complaint is to be sent in writing to contact@ultrapanache.com. The parties undertake to seek an amicable solution before any contentious action.
- 20.3** Consumer mediation. In accordance with Articles L. 612-1 and L. 616-1 of the French Consumer Code, a consumer Client has the right to have free recourse to the consumer mediator to which the Agency subscribes, after having first attempted to resolve the dispute directly with the Agency by written complaint. The mediator designated is: CM2C, Centre de la Médiation de la Consommation de Conciliateurs de Justice 49 rue de Ponthieu, 75008 Paris, France www.cm2c.net
- 20.4** Jurisdiction. Failing amicable resolution, and to the extent permitted by law, any dispute falls within the jurisdiction of the courts of Châteauroux (France), being the courts having jurisdiction over the Agency's registered office. In accordance with Article 25 of Regulation (EU) No 1215/2012 (Brussels I bis), this clause applies regardless of the domicile of the parties and confers exclusive jurisdiction.
- 20.5** This attribution of jurisdiction does not apply to a consumer Client, who retains the right to bring proceedings before the courts of the place where it was domiciled at the time the contract was concluded or the harmful event occurred, in accordance with Article R. 631-3 of the French Consumer Code and Articles 17 to 19 of Regulation (EU) No 1215/2012, nor where the conditions of Article 48 of the French Code of Civil Procedure are not met.
- 20.6** Notwithstanding Article 20.4, the Agency reserves the right to bring proceedings before the courts having jurisdiction at the Client's domicile, in particular for the purposes of enforcement.

**Article 21
General provisions**

- 21.1** Partial invalidity. If any provision of these Terms is declared void, deemed unwritten or unenforceable, the remaining provisions retain their full force and effect.
- 21.2** No waiver. The Agency's failure to rely at any time on a provision of these Terms may not be interpreted as a waiver of its right to rely on it subsequently.
- 21.3** Assignment. The Client may not assign the contract to a third party without the Agency's prior written agreement.
- 21.4** Evidence. Emails exchanged between the parties, quotations signed electronically and the Agency's computer records are admitted as means of evidence between the parties.
- 21.5** Language. These Terms are a translation of the French Conditions Générales de Vente et de Prestation de Services of Ultra Panache, provided for the convenience of Clients. In the event of any discrepancy or difficulty of interpretation, only the French version is authoritative. The French version is available on request and at www.ultrapanache.com.
- 21.6** Correspondence. The working languages of the contract are French and English. Documents produced by the Agency in another language are supplied for information only.

**Annex
Model withdrawal form**

(To be completed and returned only if you wish to withdraw from the contract, and only if Article 19 of these Terms applies to you.)

To: Ultra Panache, 274 rue du Commandant Nandillon, 36800 Thenay, France,
contact@ultrapanache.com

I hereby give notice of my withdrawal from the contract for the supply of the following service:

Service ordered:
 Quotation reference:
 Ordered on:
 Client name:
 Client address:
 Signature (only if this form is notified on paper):
 Date: