

Valentin POINOT

- Artistic & Creative Direction
- Game Design

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GENERAL TERMS OF SALE

1. CONTRACT PARTIES

The term «Customer» indicates every legal or physical entity, having required the skills of Valentin Poinot for any creation within these skills : Art Direction, animation and Game Design, The term «Third party» indicates any natural or legal entity not left to the contract. The term «Provider» indicates Valentin Poinot, Art director, Motion Designer and independent Game Designer.

2. MAJORITIES

The present general terms of sale have for object to define the rights and duties of the parties during the sale of products realized by the Provider for his Customers within the framework of his commercial activity of creation and graphic conception. The Provider reserves the right to modify his general terms of sale, his formulae and his price lists at any time and without advance notice. These modifications will have no incidence on orders on hand. If the Customer is a private individual, he/she recognizes to be major according to the laws of the country where he/she lives.

The Customer using the services of Valentin Poinot recognizes to have acquainted and accepted without reserve the following general terms of sale, as well as the warnings expressed in the Extract of the law N 57-298 of March 11th, 1957 on the artistic property (J.O. of March 14th, 1957) rights of the authors concerning the laws of the intellectual property. To this end the Customer will affix during the order his signature preceded by the handwritten mention «read and approved» at the foot of the present document.

3. CUSTOMER RESPONSIBILITY

The Customer makes a commitment to supply right and sincere information and makes a commitment to prevent the Provider of any change concerning the supplied data and will be solely responsible for possible dysfunctions which could result from erroneous information. The Customer has to maintain a valid e-mail address and a mailing address.

4. PARTIES COMMITMENTS

Generally speaking the Customer and the Provider make a commitment to collaborate actively to assure the good execution of the contract. Each makes a commitment to communicate all the difficulties knowledge of which he/she would have as one goes along in the progress of the project, to allow the other party to take the necessary measures. The service includes all which is explicitly listed in the field «Service Details». In a way corollary, it does not include what is not clarified in the same field.

A / The Customer

To allow the Provider to realize his mission, the Customer makes a commitment in:

- Establish a detailed specifications which will undergo no more modifications, except agreements of the parties, having been approved by the Provider. In case modifications would involve a substantial reorganization of the initial specifications, the latter will be charged in addition to the initial estimate.
- Hand to the Provider the voucher of command / estimate (dated, signed and dabbed)

- Supply all the documentary, graphic and textual elements necessary for the good realization of the contract, (in particular in the good exploitable formats according to the aimed supports) the customer undertakes to supply all the legal information to be added in documents and put on the responsibility for supplying the contents of the documents which he publishes.
- Arrange right necessities on elements supplied above. Only the responsibility of the sponsor can be engaged as such.
- Collaborate actively in the success of the project by bringing to the Provider for the useful deadlines all the information and the documents necessary for the good apprehension of needs and for the good execution of the services.
- Conform strictly to the technical and creative recommendations made by the Provider.
- Guarantee the Provider against any action which could be instituted to him because of the character of the data or the information (texts, images, sounds) which would have been supplied or chosen by the Customer.
- Settle for the precise deadlines let us be due them to the Provider.
- Inform the Provider of a possible putting in competition with other persons receiving benefits.

B/The Provider

- If needed the Provider can intervene in the elaboration of the specifications, together with the Customer.
- The Provider guarantees that the creations are legally available and are not burdened by right of third parties, employees or not by the Provider, for the uses planned in conformance with the contract.
- The Provider undertakes to inform in a regular and effective way the Customer of the advance of the realization of the project and it is true in particular, through validation subjected to the Customer.
- In conformance with the confidentiality and during all the duration of the present one and even after their cessation whatever the reason, the Provider undertakes to keep strictly confidential the set of the information and the documents of whatever nature relative to the Customer, in whom he would have been able to have access in the frame in particular of the execution of the present mission.

5. FRINGE EXPENSES

The diverse elements possibly necessary for the realization of the services of the Provider and not raising his offers are not understood in the indicated prices. It is for example typographic polices, photos or illustrations stemming from picture libraries. Are to be charged in more: the modifications asked by the customer in progress, if they involve a reorganization of the project (author's emendations). The textual contents allowing the realization of the product will have to be supplied by the Customer. The travels necessary for the good realization of the contract can also be charged to the Customer.

6. ORDER FORM AND WORKS START

The estimate and the GTS (general terms of sale) signed by the Customer exclusively together apply to acceptance of the latter and act as order form. This one has to come along with the payment of 30 % of the lump price of the services to be supplied. The works will begin when all the documents (estimate and signed GTS, 30 % of the paid global amount) and graphic and textual documentary elements necessary for the good realization of the contract, will be at the disposal of the Provider.

7. VALIDATION

After phase (s) of creation of the project, the Customer undertakes to pass on to the Provider its validation in a clear and explicit way by the sending of an email or a dated and signed mail. For lack of a validation or for lack of a request of modification of models by the customer within a fortnight, these will be considered validated by both parts. The realized, delivered work and tacitly validated, involves that the sums corresponding to this work are due.

8. INVOICE AND REGULATION

Except additional payment time suited by agreement between both parts and extra on the invoice, the regulation of the invoice is due to the delivery date or at the most 30 days after the emission of this one (C. Com. art. L. 441-6, al. 2 modified by the law of May 15th, 2001). The payment is made by bank transfer or by Valentin Poinot's check payable. Any delay in payment can give rise to due late charges without reminder, to rate of 10 % of the invoice a month of delay (fight against the delays in payment/article 53 of the law NRE), as well as in a fixed 40€ indemnité (C. Com. art/D441-5). En case of nonpayment, the customer will take care of all the collection charges.

9. DEPOSIT AND ORDER CANCELLATION

In case of breach of the contract before its term by the Customer, this one undertakes formally to settle and to pay amounts relative to the current calendar, to the realized posts or in progress, as well as to the made complementary services. The set of copyright remains the exclusive and whole property of the Provider, with the exception of the data supplied by the Customer. Files and given sources create and used by the Provider would not know how to be from then on claimed by the Customer without a financial contribution. Models, and more widely, all the original works, remain the property of the Provider, as well as the refused projects. The already paid deposit will remain acquired by the Provider, establishing a compensation for the undertaken work.

10. WORK INCAPACITY

In case of incapacity for work, as a result of disease or in case of accident, the Provider reserves the right to modify the current calendar without he can be required by the Customer the payment of compensations. It is admitted that the Provider owes warn the Customer from the first working day of his incapacity.

11. THE FORCE MAJEURE

The parts cannot be considered persons in charge or having failed in their contractual obligations, when the defect of execution of the respective obligations has for origin the force majeure; the contract between the parts is suspended until the extinction of the causes having engendered the force majeure. The force majeure takes into account irresistible facts or circumstances, outer the parts, unpredictable and independent from the will of the parts, in spite of all the efforts reasonably possible to prevent them. The blocking of the means of transportation or the supplies, the earthquakes, the fires, the storms, the floods, the lightning, the stop of the telecommunication networks, in particular all the accessible networks by Internet, or the difficulties appropriate to the telecommunication networks outer the parts are also considered case of force majeure. The part affected by the force majeure will inform the other one about it in five (5) working days according to the date in which it will have been aware of it. Both parts will suit then conditions in which the execution of the contract will be pursued.

12. DISPUTE SETTLEMENT

The contract is subjected to the French law. Any contesting or dispute concerning the interpretation or the execution of the present contract will be carried, for lack of a mutual agreement between the parts, before the courts competent of Poitiers, to whom they attribute expressly jurisdiction.

13. PROPERTIES OF THE REALIZED WORKS

All of the production and the rights relating to it, object of the order, lives the whole and exclusive property of the Provider as long as the emitted invoices are not paid in full by the Customer, up to the global amount of the order and the possible amendments were concluded in the course of service. In way corollary, the Customer will become de facto owner of the production and the rights given up as from the final settlement and settling all the invoices emitted by the Provider within the framework of the order. Except opposite mention appearing on the estimate, the files of production and sources remain the property of the Provider. Only the finished product will be sent to the Customer. For lack of such a mention and if the Customer wishes to have the sources of documents, an amendment to this present document will have to be asked.

14. PRINCIPLE OF TRANSFER

According to CPI (articles L. 121-1 in L. 121-9) will be given up to the customer for the described work only the patrimonial rights explicitly expressed in the conditions of transfer, with the exception of any other, and it is true in the limits also appearing there. It is reminded that the right morale of a creation (understanding among others straight ahead in the respect for the work and the right to the respect for the name) rest attached to his author in a perpetual and imprescriptible way. Any representation or complete or partial reproduction made without the consent of the author or his legal successors is illicit, and punished according to the laws concerning the offence of forgery. It's the same for the translation, the adaptation or the transformation, the arrangement or the reproduction by an art or any process (art. L. 122-4 of CPI).

The reproduction and the republication of the creations of the Provider are subjected to the perception of copyright according to the law of March 11th, 1957. The transfer of these rights concerns only the specifically planned use. Any later or different use requires a new convention. The modifications or the interpretations of a graphic creation can be made, on no account, without the consent of the Provider. The signature cannot be deleted without the agreement of the Provider. An idea proposed by the Customer does not establish, in itself, a creation.

15. RIGHTS OF REPRODUCTION AND DISSEMINATION

The reproduction and dissemination rights are calculated according to the diffusion of the creation. They may be transferred on a flat-rate or partial basis. Each different adaptation of the original work that is the subject of a new assignment of copyright. For each new edition, the amount of the fees must be updated. The rights are assigned within the temporal and geographical scope of this contract and cannot exceed this limit. In order to allow the sponsor to freely use the service provided in the context of his activity, all the property rights relating to the creation of the service provider, under the project will be entirely and exclusively transferred to the sponsor, for distribution on the media specifically addressed at the time of the order, upon the effective payment of the full fee due.

16. COPYRIGHT AND COMMERCIAL MENTION

Unless explicitly stated otherwise by the Client, the Provider reserves the right to include in the production a commercial mention clearly indicating its contribution, such as the formula «Creation made by Valentin Poinot» matched when the support allows it with a hypertext link pointing to the commercial site of its activity (www.valentin-poinot.com).

17. ADVERTISING RIGHT

The Provider reserves the right to mention the achievements made for the Client on its external communication and advertising documents (website, portfolio, etc.) and during sales canvassing.

Client signature

Preceded by date and "Read and Approved" mention