



General Terms and Conditions of Sale for Video Production

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These General Terms and Conditions of Sale (GTC) are intended to govern the relationship between ALKODA ON AIR and its clients.

Any order or reservation implies full adherence to these General Terms and Conditions of Sale, even if divergent or contrary stipulations appear on the client's order forms, general purchase conditions, or any other document originating from the client.

Definitions

"ALKODA ON AIR" refers to Christophe Koclejda, sole proprietorship, SIRET No. 820 390 409 00010, headquartered at 25 rue Pradier – 75019 Paris.

"CLIENT" refers to any adult individual or legal entity soliciting the services of ALKODA ON AIR. The person or company signing these General Terms and Conditions of Sale (signature accompanied by the mention "APPROVED" on the quote) guarantees payment of the invoice, even if issued in the name of a third party.

Purpose and Scope

The CLIENT is informed of the General Terms and Conditions of Sale via the quote and can consult them at any time on the ALKODA ON AIR website at <http://alkoda-onair.com/>.

Consequently, any order placed by the CLIENT with ALKODA ON AIR constitutes acceptance without reservation of these General Terms and Conditions of Sale.

ALKODA ON AIR offers the following services:

- Corporate, commercial, product, report, interview, and corporate videos.
- 3D virtual tours.
- Video production for associations and artists, shows, concerts, theater, etc.
- Filming / video editing – delivery of a ready-to-broadcast product.
- Internet broadcasting of your video products – creation of web teasers.
- Aerial, ground, and underwater recordings.
- Creation of a mastered soundtrack.
- Post-production, motion design, web design, and color grading.

Publicity Rights

The CLIENT authorizes ALKODA ON AIR to cite their name, company name, and excerpts from video productions as references for ALKODA ON AIR's commercial promotion. The CLIENT may object to this measure by sending a simple letter to the PROVIDER.

Order

After initial contact, ALKODA ON AIR will provide the client with a quote specifying the following points:

- The duration of the intervention, location, date, and time.
- An analysis of the client's needs, a project meeting their expectations, an explanation of the offers and service flow.
- The various options discussed between the CLIENT and ALKODA ON AIR.

- Scenes, locations, and individuals to be filmed (or not), with their consent (image rights).
- The price and estimated timeline of the service if the CLIENT has a set deadline.
- Any other subject previously discussed between the CLIENT and ALKODA ON AIR.

Unless otherwise stated, the terms and rates of the offer are valid for 30 days following the email transmission of the quote. The signed quote, with the mention "APPROVED" and signed by ALKODA ON AIR, validates the project and initiates its development.

The order becomes final upon receipt of the signed and dated order form and the deposit set out in the "Payment Terms" section. Special terms added by the CLIENT become contractual only after signed approval by ALKODA ON AIR.

Service prices are detailed in the quotes or contracts accepted by the CLIENT. They are confidential, expressed in euros, and are not subject to VAT (article 293b of the CGI).

Delays caused by the CLIENT, such as late or poor-quality transmission of necessary documents, release the PROVIDER from delivery deadlines.

Any modification leading to programming changes, or additional graphic creations, will require a new quote and additional charges.

Delivery delays cannot result in damages, withholding, or cancellation of ongoing orders. If the delay is exclusively caused by ALKODA ON AIR, the provider agrees to refund the deposit paid (excluding travel expenses and equipment rental) per month of delay. ALKODA ON AIR cannot be held responsible for delays caused by its suppliers or partners.

ALKODA ON AIR reserves the right to refuse an order from a client with unresolved payment issues from previous orders.

Reciprocal Commitments

ALKODA ON AIR commits to performing the service according to the client's instructions, subject to technical and/or physical impossibilities (accident, natural disaster, provider's physical incapacity, etc.).

If ALKODA ON AIR cannot perform the service, the deposit will be fully refunded to the CLIENT.

ALKODA ON AIR also commits to:

- Maintain strict confidentiality regarding the client's provided information, designated as such.
- Not disclose information about the work and services provided to clients.
- Return all documents provided by the CLIENT at the end of the mission.
- Sign a confidentiality agreement if the CLIENT requests it.

Information not considered confidential includes:

- Information available to the public.
- Information required to complete legal filing formalities.

The CLIENT commits to:

- Not divert, copy, or use the provided digital files outside the scope defined in the contract or quote.
- Treat the clauses of the signed contract or quote as confidential, which may not be disclosed to unauthorized third parties.

Specific Conditions Related to Video Shooting

For video shooting, ALKODA ON AIR commits to making its best efforts to comply with the client's indications, subject to technical impossibilities or intellectual property rights held by third parties.

While ALKODA ON AIR's priority is to deliver a high-quality film, certain uncontrollable elements may complicate filming. Examples: In rainy or stormy weather, outdoor aerial and ground filming may become impossible, difficult, or even dangerous.

In situations deemed dangerous or potentially risky for the cameraman and/or equipment, ALKODA ON AIR reserves the right to temporarily or permanently interrupt filming.

The CLIENT may need to obtain necessary authorizations for filming in public places. If ALKODA ON AIR cannot perform the service, the deposit will be fully refunded to the CLIENT.

Cancellation

Any cancellation must be notified by email to contact@alkoda-onair.com and takes effect on the date of receipt.

If the CLIENT cancels, the deposit paid remains acquired by ALKODA ON AIR as a fixed indemnity, covering costs already incurred: staff booking, equipment booking or rental, and reserved dates held unavailable.

If ALKODA ON AIR cancels, the deposit is refunded in full to the CLIENT within 15 days.

Image Rights

The CLIENT commits to informing extras and/or participants that they will be filmed and/or photographed without claiming any image rights. If some individuals do not wish to appear, the CLIENT must promptly inform ALKODA ON AIR.

It is recommended that the CLIENT have participants sign an image rights release. ALKODA ON AIR commits to respecting image rights and intellectual property laws, obtaining necessary broadcast and use authorizations if required.

In case of refusal, ALKODA ON AIR cannot be held responsible for incomplete service realization.

Broadcasting Rights

The video product is intended for distribution exclusively on the media defined in the quote and invoice.

Any broadcast and/or commercial use or equivalent on cable, television, interactive kiosks, or any known or unknown media will require an additional agreement between the CLIENT and ALKODA ON AIR.

ALKODA ON AIR declines all responsibility for unauthorized broadcasting and/or use of the product.

ALKODA ON AIR reserves the right to use footage from the service and broadcast it on its website or, if necessary, on video platforms for promotional purposes.

In case of objection by the CLIENT, they must send an email to contact@alkoda-onair.com, stating their refusal.

Payment Terms

The prices and payment conditions for the services are indicated in the CLIENT's quote. Payment is made by bank transfer.

Operating under the self-employed regime, ALKODA ON AIR's services are not subject to VAT (VAT not applicable, article 293B of the CGI).

As such, the quotes and invoices issued by ALKODA ON AIR are net of taxes, with no additional charges.

The deposit amount depends on the CLIENT's situation:

Referenced client

A CLIENT who has already paid in full for at least one service from ALKODA ON AIR: 30% deposit on signing the order form, balance on delivery.

First collaboration

50% deposit on signing the order form. For services carried out on the day itself (event recording, live streaming), the balance is paid before the service begins; otherwise the service does not start and the cancellation is deemed to come from the CLIENT. For all other services, the balance is paid on delivery.

Sums paid in advance are deposits ("acompte"), not earnest money ("arrhes"): the order is firm once paid and neither party may withdraw.

Late Payment Penalties

In case of late payment, ALKODA ON AIR will suspend all other ongoing orders and may exercise the right of retention.

Any sum unpaid at its due date automatically incurs, without any reminder, from the day after the payment date shown on the invoice: late payment penalties at the European Central Bank refinancing rate plus 10 percentage points, and a fixed recovery indemnity of €40 per unpaid invoice (articles L441-10 and D441-5 of the French Commercial Code). Where actual recovery costs exceed this amount, additional compensation may be claimed with supporting documents.

Modifications

Any modification request for the order must be submitted in writing by the CLIENT before the production of services begins.

ALKODA ON AIR reserves the right to adjust its pricing conditions based on the CLIENT's modification request.

Any work already initiated will be invoiced to the CLIENT.

Modification requests made after production begins will not be accepted.

If the CLIENT cancels, the terms of the "Cancellation" section apply.

Within fifteen (15) days following video delivery, the CLIENT may request minor modifications (e.g., slight changes to shots, titles, music).

Significant changes requiring re-editing the entire video will incur additional charges.

Delivery

The service delivered is the one defined in the quote: edit, duration, format and number of versions agreed. ALKODA ON AIR commits to delivering its production within the contractual timeframe.

It is agreed between the parties that full payment by the CLIENT constitutes receipt and final acceptance of the services.

Reservation of Ownership

In accordance with Law No. 80-335 of May 12, 1980, the transfer of ownership for sold services will only occur upon full payment.

Any payment default will result in the termination of the sales contract.

Late payment penalties are those set out in the "Late Payment Penalties" section.

Additionally, ALKODA ON AIR reserves the right, with or without notice, to suspend any delivery to the CLIENT.

The CLIENT will bear all costs incurred by ALKODA ON AIR to recover the amounts due.

Rushes and Source Files

The rushes and source files (raw footage, editing projects, graphic and audio elements) are not part of the deliverable and remain the property of ALKODA ON AIR.

Handing them over to the CLIENT is a separate service, subject to a specific quote. It covers export time, transfer and delivery media, as well as the right to use and re-edit this footage within the scope defined in that quote.

The raw footage will be retained for 3 months after project delivery.

If the CLIENT wishes for longer data storage, they must submit a written request to ALKODA ON AIR and pay a financial contribution for the preservation of these files. A specific quote for raw footage delivery may also be agreed upon between the parties in advance.

After this period, it will no longer be possible to request a copy of these files.

Reproduction Rights

According to Article L 335-1 to L 335-4 of the Intellectual Property Code, the reproduction of videos/DVDs is prohibited.

In case of a dispute, only French courts will have jurisdiction.