

General conditions of sale to the professionals

Roig-Media Diffusion

Art. 1 AREA OF APPLICATION

The present general conditions of sale/delivery apply to the whole range of products/services offered by RMD. The buyer is deemed to know these conditions of sale and to accept them.

Placing an order from RMD means accepting fully the conditions of sale (either an individual or a legal entity).

The conditions are available any time on the site : www.roig-media.fr and take precedence over those of the buyer.

Art. 2 COPYRIGHT

All the objects (texts, photos, videos...) are copyright-reserved.

Any use of the products which is contrary to the law/the present conditions is prohibited and will be prosecuted.

Filing or storing documents beyond a period of 3 months whatever the medium will be considered a fraud and will be prosecuted.

By purchasing one of the products RMD grants (to its customer), a non exclusive right the value of which depends on the use intended.

The buyer has no copyright on the downloaded objects from the site or communicated by RMD or one of its journalists and thereby cannot reuse the objet with a different aim from the acquired right. A new use entails a new right.

Adaptation, alteration

The copyright-reserved objects cannot be modified, altered or adapted without written permission from the author.

Exclusivity

RMD may grant to its customers an exclusive right provided the object required is not subjected to a non exclusive right of use from another customer. In that case the terms of the exclusive rights and the value of the rights will be defined between the owner of the copyright and the buyer. They

will be put in writing.

Art. 3 VALIDITY OF ELECTRONIC EXCHANGES

The buyer accepts the validity of the electronic exchanges between RMD and its customers and considers that they are as valid as a manuscript document.

Art. 4 ACCESS TO THE INTERNET SERVICES-USE

Access to the Internet

Access to the site is available 24/24 every day except case of absolute necessity or maintenance. In case of difficulty contact the RMD services aid at webmaster@roig-media.fr by fax/phone (contact pages of the site) from 7 A.M. To 10 P.M.

Use

The necessary equipment to log into the Internet will be paid by the buyer. He must make sure that the design features of his computer enable him to access the internet. The buyer has to take all the necessary measures to protect his data/software from viruses circulating on the site.

All the costs necessary (directly on indirectly) to use the site will be borne by the buyer.

Art. 5 LIMITS OF USE-REGULATIONS

Regulations

The customer declares that he is to be held responsible for the use of the objects/data.

The non exclusive right of use granted by RMD to its customers does not concern the rights linked to the objects and on no account the content.

The buyer makes sure that the content of the object does not damage people's rights (property privacy, reputation...) otherwise he will commit himself to obtaining written permission.

Hence RMD will not be held legally responsible for damages resulting from using the above-mentioned products.

The buyer guarantees that the present stipulations will be respected by a third party.

Limits

Besides, any use contrary to accepted standards of good behavior will not be accepted.

The acquisition of non exclusive rights entitles the buyer to : reproduce/copy objects in any medium or format via any means of transmission either now in existence or yet to be developed, valid for one single use as determined when ordering.

The copyright with the author's name and the name of RMD must appear on the copy.

The acquisition of non exclusive rights does not entitle the buyer to : communicate the document to a third party beyond the rights ; reuse the documents ; file or store (photographies library...).

Art. 6 CONDITIONS OF SALE/ORDERING

The present stipulations can be read in French and in English on the site www.roig-media.fr
Access is free and the stipulations are accessible from the homepage (subscriber's area).

Ordering

Downloading a product from the subscriber's area means placing an order.

Confirmation of an order

The buyer confirms the delivery of the product and its use by using the downloaded product and thereby he accepts the terms of the order and all the stipulation of the conditions of sale.

Not using the product means canceling the order.

The data on the site (www.roig-media.fr) is proof of the transactions between RMD and the buyer.

The order remains valid for 1 week (daily papers), 1 month for weekly papers and 3 months for any other media. The term of the order means right of transfer.

Art. 7 DELIVERY

The products and services offered by RMD can be downloaded from the site www.roig-media.fr
They can also be transmitted :

- by e-mail
- by mail (on CD/DVD)
- by any other medium (at the buyer's request).

Art. 8 LIMIT OF LIABILITY

The use of documents on the site can result in complaints or prosecutions. A buyer (individual or legal entity) can put forward an alleged violation of his rights, on the grounds that his rights have been damaged (image, reputation, privacy, copyright, registered trademark...). Subject to copyright RMD accepts no responsibility for these complaints.

RMD cannot be held responsible for any modification or adaptation resulting in a distortion of the original meaning.

The data supplied is in compliance with the current French laws. RDM cannot be held responsible in case of violation of the laws of the country to which the data is transmitted.

Foreign buyers are advised to get information on the import duties or taxes at home. As they are liable for taxes in their own countries they are to be held responsible for declaring them.

Guarantee

RDM guarantees only the delivery of a service enabling the buyer to get the ordered product.

RDM will not be held responsible for direct, indirect, special, incidental, consequential damages due to the loss of data, to problems occurring at the moment of downloading or electronic transfers, whatever the cause.

Art. 9 PRICES AND DISCOUNTS

Access to the photos is free. Customers will be charged a fee (the amount of which is specified in the price list) for using the data. Prices are subject to alteration without notice because of changes concerning the environment or the political situation taking place between the examination of the documents and the moment of the acquisition of the right.

The buyer will be notified of the new stipulations as soon as they come into effect.

The buyer is bound to confirm honestly and exactly in the subscriber's area within a period of 1 month the use of the product thereby allowing the application of the financial conditions and the protection of the rights of RMD.

Prices

Prices can be found and printed in the subscriber's area. To become a customer, the buyer has to open an account by filling in the on-line form in the public area and the company form in the subscriber's area.

Methods of payment

- Exchequers to « roig-media.diffusion » (sent by post)
- Bank transfer to the account appearing on the invoice.

Prices are given in Euro. Our invoices are payable in € and our prices are subject to alteration without notice.

Invoicing is handled on the basis of the current price at the time of ordering.

Discounts

Discounts may be given according to the volume of the products ordered.

Art. 10 CONDITIONS OF PAYMENT TERM OF PAYMENT

Term of payment

Our invoices are payable on the day of maturity (30 days after the issuance of the invoice) except agreement between RMD and the buyer.

Late payment penalty

Non-payment by the day due entitles RMD to impose a late-payment penalty on the buyer. In that case the payment in arrear will be charged with interest equal to 3 times the legal interest on overdue payments.

Non-payment entitles RMD to suspend all the contracts with the buyer without any indemnification.

There is no discount for payment before due date.

Art. 11 COMPLAINT, CANCELLATION, WITHDRAWAL

The buyer may make complaints only once the downloading has been completed. The grounds for complaint must be stated via e-mail to agence@roig-media.fr at the latest 48 hours after the reason for complaint has been established on penalty of the loss of rights.

In case of violation of one these obligations RMD reserves the right immediately and ipso-jure to suspend its delivery and/or cancel the present contract after an ineffective formal notice or without notice after repeated breaches of copyright regulations and without indemnification.

The products are delivered instantaneously by downloading. In agreement with the buyer RMD provides its services as soon as the buyer confirms the use of the downloaded product according to the time limits (art. 6). Hence the confirmation will not entitle the buyer to a right of cancellation.

Art. 12 INVALIDITY/FORCE MAJEURE JURISDICTION COMPETENT COURT

If for some reason one of the stipulations of the conditions of sale turns out to be impracticable or invalid, the rest of the stipulations remains effective. The stipulation deemed impracticable will be superseded by the closest one.

Neither RMD nor its customers can be held responsible for any non fulfillment resulting from causes beyond their control (for instance wars, riots, earthquakes, import/exports disruptions, strikes, floods, storms...).

Besides RMD cannot be held responsible for the use of its products or of its contents. The customer is liable for use of these products. In case of dispute about the interpretation of the contract or about its application, the parties agree to reach a settlement out of court.

All these contracts and obligations of the conditions of sale are deemed to be governed by French law. Any dispute will be subject to exclusive jurisdiction of the court of Strasbourg. The customer is deemed to accept the stipulations.

Art. 13 PROTECTION OF LIBERTIES

RMD collects data from the customer in order to manage the corresponding accounts. The buyer takes on the responsibility for communicating his personal identification data or more generally any data considered confidential by him. The data which is communicated belong to the buyer and he will be able to alter them in the subscriber's area.

The customer will be able to request RMD to cancel his account in writing at any time. The file will be destroyed after checking the request and clearing the account.

Art. 14 UPDATING OF THE CONDITIONS OF SALE

RMD makes it its duty to update regularly the stipulations in order to take into account any legal or technical or financial evolution.

Art. 15 INFORMATION SERVICE TO CUSTOMER

For more information the customer can write to Roig-media Diffusion at the following address
21 rue des Vignes
67370 WIWERSHEIM
France

or send an e-mail to agence@roig-media.fr