

AGENCE MARIE BASTILLE GENERAL TERMS OF SALE

• Agent Marie Bastille is a member of Les Agents Associes professional the organization and, as such, adheres to the Agents Associes Charter. (www.lesagentsassocies.org)

• The present general terms apply to all orders. They override any contradictory clauses that the client can not prove were brought to Agent Marie Bastille's attention before the order was made.

• In order to be taken into account, all orders should be confirmed by a signed and dated original order form.

This form should be received by Agent Marie Bastille before he or she begins his or her work on the order as an illustrator or a photographer.

Any delay in producing the order form can affect the initially scheduled delivery date.

• Our prices are indicated exclusive of taxes, shipping fees (where required) author's corrections, etc.

Agent Marie Bastille's commission is included in the price.

• For outdoor photo shoots, if the weather makes shooting impossible, a per diem of 50% of the agreed upon price will be invoiced.

• In the case of negotiations for bulk rates for large quantities of photos or illustrations, the agreed-upon price per photo or illustration is not applicable to smaller orders under any circumstances.

• For an order for rights to use pre-existing visuals, Agent Marie Bastille ensures that the rights to these images are transferable.

When illustrations or photomontages are made based on photos provided by the client, the client ensures that all rights required to use these photos in said manner were acquired prior to use.

In case of litigation with people or objects appearing in these illustrations, neither the illustrator or photographer nor Agent Marie Bastille can be held responsible in any way.

• When photos or illustrations are taken or made based on images provided by the client that include photos sourced from agencies or photo-banks, the client ensures that usage or inspiration rights have been acquired.

In case of litigation with photographers, agencies or photo-banks, neither the illustrator or photographer nor Agent Marie Bastille will be held responsible in any way.

• After the order form has been received, cancellations will not be accepted. Illustration orders can be honoured, and the full artistic-creation price will be invoiced.

• Reproduction fees will not, however, be invoiced. For photo-shoot cancellations, an indemnity for expenses, increased by the sum of the photographer's fees (exclusive of tax) will be invoiced.

• Reproduction rights are transferred exclusively for the use(s) specified on the estimate and the invoice established by Agent Marie Bastille.

• These are pre-emptive of any illegal transfer of rights that could be requested on the client's order form. By virtue of the clauses in French literary and artistic copyright law, transfer of rights must include four mandatory criteria: Context, Quantity, Duration and Geographic distribution.

• Any additional use will require a new transfer of rights. Agent Marie Bastille will have the right to request damages for the use of illustrations and/or photographs for which prior authorization was not requested in writing. Agent Marie Bastille reserves the right to request damages in reparation of any loss or damages sustained thereby.

"Any unauthorized used of a work is considered counterfeiting in the terms of articles L. 335-2 and L. 335-3 of French Intellectual Property Law. In France, counterfeiting is punishable by up to two years of jail and 150,000 in fines."

• In accordance with the clauses in Article L312/9 of French Literary and Artistic Copyright Law, original illustrations and/or photographs remain the property of the artist who created them.

Unless otherwise specified, the original works are not included in the transfer of rights. They must therefore be returned to Agent Marie Bastille or to the photographer or illustrator, along with 2 copies of the publication in which they were used.

• The client, as distributor, must fulfil all obligations to declare the work and pay all legally required charges as specified in Article L382-4 of French Social Security Law.

• Payment will be made 30 days net after receiving the invoice, unless different terms have been agreed upon in writing by both parties.

Reproduction fees must be paid by release date at the latest.

If payment is not made on time, Agent Marie Bastille will be able to charge interest equal to one and half times the legal rate applicable at the time*. If the invoice is still not paid, Agent Marie Bastille will be authorized to request cessation of publication and/or distribution of the illustrations and/or photographs through an agent, and by announcement.

No discount will be made for early payment**.

• The illustrator or photographer's signature may not be deleted for any reason without his or her written agreement.

Instead of the illustrator or photographer's signature, the client can include © the photographer or illustrator/ "Marie Bastille's Agency" on all publications in which the illustrations and/or photographs ordered appear.

• In case of litigation, the competent jurisdiction will be dictated by Agent Marie Bastille's headquarters.



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