GENERAL TERMS AND CONDITIONS OF SALE

LAST UPDATED: 12/11/2026

> This English translation is provided for convenience. In the event of any discrepancy or dispute regarding interpretation, the French-language version (Conditions Générales de Vente) shall prevail, as this site and its services are governed by French law.

Version of 12/11/2026, applicable to contracts formed from that date. Contracts formed earlier remain governed by the version of the Terms given to the Client when they were formed.

ARTICLE 1 — PROVIDER, SCOPE AND CONTRACTUAL DOCUMENTS

1.1 — Provider details

These General Terms and Conditions of Sale ("Terms") apply to all photography, video and content-creation services provided by:

Legal name: Gaël Duclos EI (sole trader, "entrepreneur individuel")
Trading name: Gaël Duclos Studio
SIRET: 10978985900013
Address: 9 Chemin de la Soulassière, 44119 Grandchamp-des-Fontaines, France
Email: contact@gaelduclos.com
Phone: +33 6 74 23 05 53

In these Terms, the provider is referred to as "Gaël Duclos Studio" or "the Provider".

1.2 — Client categories

These Terms apply to every order placed by an Individual client (B2C) or a Business client (B2B).

- **Individual client**: any natural person acting for purposes outside their trade, business, craft, profession or farming activity (a consumer under the French Consumer Code), including an amateur athlete or an event participant acting on their own personal behalf;
- **Business client**: any natural or legal person acting for purposes within their activity, including a company, a brand, an agency, a media outlet, a public body, an event organiser or a professional athlete;
- **Clubs, associations and other legal entities**: the provisions for Business clients (Article 3) apply to them, without prejudice to any protection the law grants them as non-professionals.

1.3 — Contractual documents and order of precedence

For standard services, the accepted quote and these Terms, expressly accepted by the Client as described in Article 4, together form the contractual agreement. No separate contract is needed.

- These Terms form the general framework for all services;
- The quote defines the specific service: its nature, price, deliverables, payment and delivery terms, usage rights granted and, where applicable, specific conditions;
- Specific conditions in the quote add to these Terms and take precedence over them where they explicitly depart from them and have been expressly accepted by both parties;
- An invoice cannot unilaterally change the terms agreed in the quote and in these Terms.

Any general purchasing conditions of the Client apply only if Gaël Duclos Studio has expressly accepted them in writing.

A specific contract or additional agreement may be signed for complex projects, in particular where exclusivity, enhanced confidentiality, extended usage rights, productions involving several parties, specific authorisations or multi-year commitments are involved.

ARTICLE 2 — SERVICES FOR INDIVIDUAL CLIENTS (B2C)

How it works: services for individuals are agreed through a quote, drawn up based on the nature of the project, its duration, location, deliverables and intended use. Gift vouchers and one-off photo purchases follow the rules in Articles 4.6 and 4.7.

Private use: unless the quote says otherwise, services for individuals are carried out for strictly private, personal and family use.

Private-use rights: for private-use services, the price only includes the right to reproduce and share the delivered images within your private and family circle, and on your own personal social media accounts, with no commercial consideration.

Uses not included: commercial, advertising, promotional or professional use of the images is not included in the price of a service for an individual. This includes publishing an image, even on a personal account, to promote a brand, a sponsor, a partner or a product (for example sponsored content or a paid partnership).

Use by a third party: the Client's right to post an image on their personal accounts does not authorise a brand, sponsor, company, club, organiser or any other third party to reuse, repost or exploit that image. Any use by a third party requires Gaël Duclos Studio's prior written consent and, where applicable, an additional licence or rights transfer billed separately.

Copyright: buying a service or a photograph does not transfer copyright to the Client. The Client only receives the usage rights expressly set out in these Terms or in the quote.

ARTICLE 3 — SERVICES FOR BUSINESS CLIENTS (B2B)

Quote required upfront: any service for a Business client is quoted in advance, tailored to the project.

Scope of the service: depending on the project, the quote sets out the work involved, the deliverables, any deadlines, how everything will be delivered, and the terms for using the resulting photos, videos or other content.

Defining usage rights: the usage rights granted to the Client are defined in the quote, in line with the French Intellectual Property Code, stating in particular:

- the rights concerned (reproduction, public display/communication, adaptation);
- the media and distribution channels;
- the uses and purpose of the content;
- the duration;
- the territory;
- any exclusivity;
- any distribution limits.

These rights are strictly limited to that scope. Unless the quote expressly says otherwise, they are granted as a non-exclusive permission to use (licence), not as a transfer of rights (see Article 8.3).

Brands and partners: use of the content by a brand, sponsor or commercial partner of the Client requires a licence or rights transfer clearly defined and priced in the quote. Otherwise, such use is not authorised.

Extending the rights: any use beyond the initial scope, or any use not provided for in the quote, requires Gaël Duclos Studio's additional written agreement and may be billed separately.

When rights take effect: unless the quote expressly states otherwise, the usage rights granted to the Client only take effect once the amounts owed for the service and the corresponding rights have been paid in full. The physical delivery of a file, including an immediate or partial delivery (Article 10.3), does not in itself authorise its

use beyond what the quote provides.

ARTICLE 4 — QUOTES, ACCEPTANCE, ORDERS AND PAYMENT

4.1 — Preparing the quote and its content

Every service is quoted, except one-off purchases (Article 4.6) and gift vouchers (Article 4.7). The quote identifies in particular:

- the Client;
- the service ordered, with its date and location where known;
- the total price and any additional costs;
- the planned deliverables;
- the deposit amount in euros, the remaining balance and the deposit payment deadline;
- the payment methods offered;
- delivery terms and timing;
- the usage rights granted;
- any specific conditions;
- how long the quote is valid.

4.2 — Providing and expressly accepting the Terms

These Terms are given to the Client before the contract is formed, through a link to the current version and/or by sending the PDF version, so the Client can read and keep them.

The quote includes a statement by which the Client confirms having read the Terms provided and expressly accepts them. Signing the quote — electronically through the signing process offered, or by hand preceded by the words "Bon pour accord" (French for "agreed and approved") — counts as acceptance of the service, its specific conditions and these Terms, in the version given to the Client before the contract was formed.

Gaël Duclos Studio keeps the signed quote, the version of the Terms provided, proof of their transmission and of the signature, and any exchanges confirming specific conditions.

4.3 — Forming the contract and firm booking

Accepting the quote as set out in Article 4.2 forms the contract between the parties.

However, the date is only firmly booked, and work only starts, once the deposit has actually been received within the deadline stated in the quote.

If the deposit has not been received by the deadline stated in the quote, Gaël Duclos Studio informs the Client in writing (email). The date is then no longer held and may be offered to another client. If the date is still available when payment is received, the booking becomes firm at that point; otherwise, a new date may be offered to the Client depending on the Provider's availability.

4.4 — Deposit

A deposit is required when ordering. Its percentage applies to the total price of the service shown on the quote:

- **Total up to and including €300**: 50% deposit;
- **Total over €300 and up to and including €600**: 40% deposit;
- **Total over €600**: 30% deposit.

The exact deposit amount in euros, its payment deadline and the remaining balance are shown on the quote. Amounts paid when ordering are a deposit ("acompte"), not a forfeitable reservation fee ("arrhes"); what happens on cancellation is set out in Article 7.2.

For large, recurring or long projects, or projects requiring specific financial commitments, specific payment terms or a payment schedule may be set out in the quote. These terms apply once both parties have expressly accepted them.

4.5 — Invoicing and payment of the balance

The balance is invoiced at the end of the service, meaning once the photo shoot, filming or last session set out in the quote has taken place, unless the quote provides a payment schedule.

The Client has 7 calendar days from the issue date of the balance invoice to pay, unless a payment schedule or specific condition has been expressly accepted and stated in the quote.

The balance invoice shows the total price of the service, the deposit already invoiced and received (which is deducted), the amount still due, its issue date and its payment deadline. The deposit is not invoiced twice.

Final files are made available once all amounts due have been received, subject to the immediate or partial delivery exception in Article 10.3.

4.6 — One-off purchases

One-off purchases made without a quote — such as buying a single photograph at an event, in addition to a service, or on an online sales gallery — are paid in full at the time of purchase. The associated usage rights are those in Article 2 for an Individual client, unless stated otherwise at the time of purchase.

4.7 — Gift vouchers

Gift vouchers are an exception to the deposit system:

- the voucher price is paid in full when ordering;
- the invoice is issued once payment has been received;
- the voucher is issued and sent to the buyer once payment has been received in full.

The voucher states the service or amount it covers, its reference and its expiry date. It is valid for 1 year from its issue date.

Booking: the recipient books their session by contacting Gaël Duclos Studio at contact@gaelduclos.com or on +33 6 74 23 05 53, quoting the voucher reference. The date is agreed by both parties, subject to the Provider's availability, and the session must take place before the voucher's expiry date, unless it is rescheduled at the Provider's initiative.

Costs not covered: costs not included in the voucher, in particular travel beyond the radius set out in Article 5.2 or extra options chosen by the recipient, are stated and agreed before the session.

Refunds: subject to any applicable right of withdrawal (Article 6), the voucher is neither refundable nor exchangeable for cash. After its expiry date, it can no longer be used.

ARTICLE 5 — RATES, EXTRA COSTS AND PAYMENT TERMS

5.1 — Prices and VAT

All prices are in euros (€).

VAT not applicable, article 293 B of the French General Tax Code: Gaël Duclos Studio is covered by the VAT exemption scheme for small businesses (franchise en base). The prices shown are therefore the amounts actually paid by the Client, whether an individual or a business, with no VAT added.

5.2 — Travel costs

Travel is included in the price for services within a 50 km radius of Nantes.

Beyond that radius, extra kilometres are billed round-trip at €0.60 per kilometre, unless the quote states a different condition. Extra kilometres are the road distance between Nantes and the service location, minus the 50 km included, counted both ways. *Example: for a location 80 km from Nantes, 30 extra km × 2 trips × €0.60 = €36.*

The travel cost is shown on the quote and must be accepted by the Client before work begins. For longer trips, the quote may also include travel time, accommodation, meals or any other cost directly tied to carrying out the service.

5.3 — Other costs
Accommodation, meals, parking, tolls, site access fees or specific permits, and any other expense directly tied to the service, not covered in the original quote, may be billed separately. The Client is told about them and asked to agree to them in advance where possible.

5.4 — Payment methods
Depending on the order, the following payment methods may be offered:

- **Bank transfer**: the standard method for deposits, balances, services for businesses and remote services. Bank details are shown on the payment documents;
- **Bank card via a secure online payment link**, sent with the invoice or payment request, in particular to pay a deposit, a balance invoice or a one-off purchase;
- **Contactless bank card in person** (Tap to Pay on iPhone), when payment is made on site and the service is enabled and available at the time of payment, for example for a purchase at an event or payment for a service on site.

Purchases on an online sales gallery are paid using the payment method offered by the platform at the time of purchase.

Not every payment method is necessarily available for every order. The methods actually offered are shown on the quote, on the invoice or at the time of purchase.

5.5 — Late payment — Business clients
If a Business client pays late, late-payment penalties are due automatically, with no reminder required, from the day after the due date shown on the invoice, under article L. 441-10 of the French Commercial Code. They are calculated on the amount still owed, pro rata to the number of days late, at the rate stated on the invoice. That rate cannot be lower than three times the applicable French legal interest rate; if no rate is stated, the rate is the European Central Bank's rate for its most recent refinancing operation plus 10 percentage points.

A flat €40 collection fee is also due for any late payment by a Business client, under articles L. 441-10 and D. 441-5 of the French Commercial Code. If the actual collection costs exceed that amount, additional compensation can be claimed with supporting evidence.

No discount is given for early payment.

5.6 — Non-payment
If payment is not made, Gaël Duclos Studio may, after informing the Client in writing, suspend the service and the delivery of content, within the limits the law allows.

Usage rights that only take effect upon full payment (Article 3) do not take effect until the amounts due are paid. Rights already validly acquired are not withdrawn retroactively, subject to the remedies provided by law for non-performance of the contract.

ARTICLE 6 — RIGHT OF WITHDRAWAL FOR INDIVIDUAL CLIENTS

6.1 — Contracts covered
Where the contract is made remotely (for example a quote sent and signed electronically, or an online purchase) or off-premises with an Individual client, and the legal right of withdrawal applies, the Client has 14 days from the date the contract is formed to withdraw — no reason needed, and no cost beyond what the law allows. Business clients also benefit from this right in the cases set out in article L. 221-3 of the French Consumer Code.

6.2 — Exceptions
The right of withdrawal cannot be used in the cases excluded under article L. 221-28 of the French Consumer Code, in particular:

- for a service fully performed before the withdrawal period ends, where performance began with the Client's prior express consent and express waiver of their right of withdrawal;
- for digital content not supplied on a physical medium (for example a downloadable digital photograph), where

performance began with the Client's prior express consent and express waiver of their right of withdrawal.

This consent and waiver are collected when ordering, on paper or another durable medium (for example on the quote or by email). A general statement in these Terms is not enough to replace them.

6.3 — Starting work before the withdrawal period ends
Where the service is due to start before the withdrawal period ends, Gaël Duclos Studio collects the Client's express request on paper or another durable medium, under article L. 221-25 of the French Consumer Code.

A Client who withdraws after making such a request still owes the amount corresponding to the service actually provided up to the point they communicate their decision to withdraw, in proportion to the total price of the service.

If the service is fully performed before the withdrawal period ends, at the Client's express request and with their acknowledgment that they lose their right of withdrawal, that right can no longer be used.

6.4 — Gift vouchers
Buying a gift voucher remotely gives rise to a right of withdrawal under this Article, for 14 days from the purchase, as long as the service has not been fully performed under the conditions of Article 6.2.

6.5 — Exercising the right of withdrawal and refunds
Where this right applies, the Client exercises it by sending a clear, unambiguous statement to contact@gaelduclos.com or by post to the address shown in Article 1. The Client may use the standard withdrawal form set out in the appendix, or any other clear statement of their decision to withdraw.

Any amounts to be refunded are repaid within 14 days of receiving the withdrawal decision, using the same payment method as the original transaction, unless the Client expressly agrees to another method.

ARTICLE 7 — PERFORMANCE, CANCELLATION AND RESCHEDULING

7.1 — Weather and outdoor conditions
For outdoor services, ordinary weather (rain, wind, cold or overcast skies, for example) is not grounds for automatic cancellation.

The service may be impossible or unsafe in particular in the event of an official weather alert or warning, a severe storm, a ban on access to the site, or conditions that clearly put people or equipment at risk. In that case, both parties will first look at rescheduling to a later date, where that's possible. Such rescheduling is not treated as a cancellation by the Client under Article 7.2.

If rescheduling isn't possible or isn't agreed to, the financial consequences of cancelling follow the quote, these Terms and the applicable law — taking into account, in particular, any costs already incurred that can't be recovered.

7.2 — Cancellation by the Client
Rescheduling first: if the Client cannot make the scheduled date, they tell Gaël Duclos Studio as soon as possible and rescheduling is looked at first (Article 7.3). Agreed rescheduling is not a cancellation.

Definition: a cancellation under this Article means the Client definitively giving up the service, even though rescheduling was offered or possible. Outside of the legal right of withdrawal (Article 6), it must be sent to Gaël Duclos Studio in writing (email or post). The notice period is assessed on the date the cancellation is received, in calendar days, against the scheduled start date and time of the service.

Unless the quote says otherwise, the following applies:

· **15 days or more before the scheduled date**: the deposit is refunded, minus any costs Gaël Duclos Studio has actually incurred and can't recover, as evidenced to the Client;
· **Less than 15 days before the scheduled date**: the deposit is kept by Gaël Duclos Studio as a fixed cancellation fee. Nothing else is owed and the balance is not invoiced.

The amount kept can never exceed the deposit set out in the quote (Article 4.4). It compensates for holding the date, which could not be offered to other clients, and for preparing the service. If the deposit had not been received when the Client cancels, the date was not firmly booked (Article 4.3), so no fee is due.

Justified impediment: if the Client provides evidence of a serious impediment (for example injury, illness or a serious family event) that makes any rescheduling impossible, the deposit is refunded, minus any costs actually incurred that can't be recovered, as evidenced to the Client, whatever the date of cancellation.

Cancellation by the Provider: if Gaël Duclos Studio has to cancel the service, it always offers to reschedule. If rescheduling isn't possible or isn't accepted by the Client, the deposit and all amounts paid are refunded in full.

This is all subject to any mandatory rights the Client may have, and to any specific conditions in the quote.

7.3 — Rescheduling requested by the Client

Any rescheduling request must be sent to Gaël Duclos Studio in writing. Rescheduling depends on the Provider's agreement and availability; the new date is confirmed in writing.

Accepted rescheduling is not treated as a cancellation: the deposit paid is carried over to the new date. The only costs that can be billed for rescheduling are those already incurred because of the original date and that can't be recovered (for example travel, accommodation, rentals or access fees), evidenced to the Client and communicated before the new date is confirmed.

If the Client turns down the new dates offered and gives up the service, Article 7.2 applies, as of the date the rescheduling request was received. If Gaël Duclos Studio cannot offer any new date, the deposit is refunded in full.

7.4 — Force majeure, accident, illness and incapacity of the Provider

Force majeure: under article 1218 of the French Civil Code, force majeure is an event beyond the control of the party concerned, which could not reasonably have been foreseen when the contract was formed and whose effects cannot be avoided by appropriate measures. Where it temporarily prevents the service, both parties will look at rescheduling. Where it prevents the service permanently, the contract is terminated and any amounts paid for work not carried out are refunded.

Accident, illness or incapacity of the Provider: an accident, illness or other incapacity of the Provider is not automatically a case of force majeure. If such an event stops Gaël Duclos Studio from delivering the service, it will inform the Client as soon as possible and offer a new date wherever reasonably possible or, with the Client's agreement, an alternative solution.

If the service genuinely can't be delivered and no alternative is accepted by the Client, any amount paid for the work not carried out will be refunded.

7.5 — Services at sports, outdoor or cultural events

Accreditation and access: where the Client is the event organiser, it is responsible for obtaining and giving the Provider, before the event, the accreditation, access permissions and information needed (programme, timings, course, accessible areas, safety instructions). Where the Client is not the organiser, access to certain areas depends on the organiser's rules and decisions, which Gaël Duclos Studio cannot guarantee.

Event constraints: Gaël Duclos Studio follows the safety instructions and restrictions set by the organiser or the authorities. Changes to the course, programme or timings, restricted access to certain areas and safety constraints may limit the shots possible. The Provider then adapts its coverage within the duration set out in the quote. Any significant overrun of that duration only happens with the Client's agreement and may be billed separately at the rates in the quote.

Coverage: unless the quote expressly commits otherwise, Gaël Duclos Studio does not guarantee to photograph or film every participant or every moment of the event. The deliverable volumes stated in the quote assume the event runs normally.

Event cancellation or postponement: if the event is cancelled or postponed, both parties will first look at rescheduling the service. Where the Client is the organiser, its decision to cancel or postpone the event falls under Articles 7.2 and 7.3, except in cases of force majeure (Article 7.4). In other cases, if rescheduling isn't possible, the financial consequences are determined under the last paragraph of Article 7.1.

These provisions do not release Gaël Duclos Studio from its own obligations under the quote and these Terms.

ARTICLE 8 — INTELLECTUAL PROPERTY AND COPYRIGHT

8.1 — General legal framework

Under articles L. 111-1 et seq. of the French Intellectual Property Code, the photographs, videos and other original work produced by Gaël Duclos Studio are protected by copyright.

Gaël Duclos remains the author of everything created as part of these services.

8.2 — Moral rights and credit

Moral rights over the work stay with the author.

Unless it's technically impossible or the quote says otherwise, the Client agrees to include the credit "© Gaël Duclos" or "Gaël Duclos Studio", or the credit stated in the quote or at delivery, whenever the images are published or shared publicly — next to the image or, where the format doesn't allow it, in the caption or description of the post.

On social media, the Client is asked to tag Gaël Duclos Studio's official account, or whichever account is noted on the delivered files.

Without the author's prior written consent, none of the following are allowed: substantially altering the work, distorting its content, or any use that could damage the work's integrity or the author's moral rights.

8.3 — Economic rights and use

Individual clients: unless stated otherwise, only the private-use rights described in Article 2 are included in the price.

Business clients: usage rights are set out in the quote in line with Article 3 and article L. 131-3 of the French Intellectual Property Code: each right granted is mentioned separately and its scope of use is defined in terms of extent, purpose, place and duration.

Licence and transfer: a licence is a permission to use, normally non-exclusive, which does not transfer the rights; a transfer ("cession") transfers all or part of the economic rights, exclusively or not, within the limits set out in the quote. Unless the quote expressly provides for a transfer, rights are granted to the Client as a non-exclusive licence. All rights not expressly granted remain reserved to the author.

Any use beyond the scope defined in the quote requires prior written authorisation and may involve an extra charge.

The Client may not resell the images, nor transfer, sub-license or make available to a third party — including a partner or sponsor — the rights granted, without Gaël Duclos Studio's prior written agreement.

8.4 — Raw files

Raw capture files — RAW or LOG files, for instance — are working files, and aren't part of standard delivery.

They're only handed over if the quote specifically says so, and may be billed separately.

ARTICLE 9 — IMAGE RIGHTS AND PROMOTION

9.1 — Showcasing the work

As the author, Gaël Duclos Studio may showcase the work produced for the service to promote its business, in particular on its portfolio, website, social media, marketing materials or at exhibitions. This is done in a professional way that respects the service delivered, subject to Articles 9.2 to 9.6 and to any confidentiality obligation.

9.2 — The Client's image

Authorisation: unless the Client refuses, accepting the quote authorises Gaël Duclos Studio to use work in which the Client is recognisable to present its work in its professional portfolio: website, the studio's social media, portfolio and presentation documents, exhibitions. This authorisation is free of charge, valid in France and abroad (online publication) and for as long as Gaël Duclos Studio is in business, subject to the right of removal below. It does not allow the images to be sold, transferred to a third party or used in an advertising campaign, nor any presentation that harms the Client's dignity or reputation.

Refusal: the Client can refuse this use, with no effect on the service or its price, by saying so before signing the quote (the refusal is then stated on the quote) or by email to contact@gaelduclos.com before the service.

Right of removal: at any time after the service, the Client can ask by email for one or more images to be removed. Gaël Duclos Studio removes them from the media under its control within one month at most and stops any new use. Removal does not cover materials already printed or published before the request.

This Article does not apply to minors (Article 9.4) or to third parties (Article 9.3).

9.3 — Third parties' image

The Client cannot on its own authorise the use of the image of other recognisable people (participants, employees, athletes, speakers, spectators), unless it holds their written authorisation covering that use. Promotional use by Gaël Duclos Studio of images showing recognisable third parties respects their image rights and data protection law, with their authorisation or where the law allows publication without individual authorisation.

For its own uses of the content, the Business client is responsible for obtaining the necessary authorisations from the people shown (employees, members, participants, athletes, speakers), unless the quote provides otherwise.

9.4 — Minors

Using the image of a minor for promotion requires the written authorisation of the holders of parental authority.

9.5 — Events and organisers

Where an event organiser informs participants about photography and the publication of images, or collects their authorisation (for example in the event rules or at registration), that information or authorisation is the organiser's responsibility. It only covers promotional use by Gaël Duclos Studio if it expressly says so.

9.6 — Confidentiality

Where the quote or a written agreement sets a confidentiality obligation or an embargo date, the work is not showcased, or only from the agreed date or under the agreed conditions.

ARTICLE 10 — DELIVERY, RETENTION AND ARCHIVING

10.1 — Delivery method and timing

Finished photos, videos and other content are made available the way the quote specifies, in particular through an online gallery or a secure download link. How long the gallery remains accessible is stated in the quote or in the delivery message.

Delivery timing is stated in the quote. Without a specific deadline, standard photography services are typically delivered within an indicative 7 to 10 working days. That timeline can shift for projects with a large volume of editing, video production, interim approvals, or other special requirements.

10.2 — Delivery after full payment

Final files are made available to the Client once all amounts due have been received. This applies in particular to finished photographs and videos, complete galleries, sets of deliverable files and any other final content set out in the quote.

Any previews sent for image selection are not final files and do not grant any usage rights.

Making files available is separate from usage rights taking effect, which is governed by Article 3.

10.3 — Exception: immediate or partial delivery
Where the quote, or a written agreement between the parties, expressly provides that some deliverables are handed over immediately (for example a few photographs selected and edited on the evening of an event, a selection delivered the day after the service, or an urgent selection for an organiser's or Business client's communication):

- the deliverables expressly concerned may be sent before the balance invoice is issued;
- the balance invoice is issued at the end of the service, the same evening or at the latest the next day;
- the 7-calendar-day payment period runs from the issue date of that invoice;
- all other deliverables remain subject to the rule of delivery after full payment (Article 10.2).

This exception is limited to the deliverables expressly intended for immediate delivery. Where a service provides for full immediate delivery, the corresponding payment terms are stated explicitly in the quote.

10.4 — Backups
Where possible, Gaël Duclos Studio keeps a backup copy of delivered files on secure storage for 12 months after delivery.

This retention is not guaranteed, and no longer applies at all after that period. The Client should keep their own copies of everything delivered.

ARTICLE 11 — LIABILITY

11.1 — The Provider's commitment
Gaël Duclos Studio will carry out each service with the professional care appropriate to the project and the terms agreed in the quote, using suitable equipment in working order.

11.2 — External events
Gaël Duclos Studio cannot be held liable where a service is not carried out, or only partly carried out, as a result of one of the following events, through no fault of its own and despite the reasonable measures it has taken:

- dangerous weather;
- restricted access to the site or to certain areas;
- administrative bans;
- refusal of permission to photograph or film;
- actions of third parties;
- changes to an event's programme, course or timings;
- inability, for those reasons, to cover certain moments.

11.3 — Technical failures and loss of files
To limit the consequences of a failure, Gaël Duclos Studio takes the usual professional precautions, in particular using well-maintained equipment and backing up files as soon as possible after the shoot.

If a technical failure or partial loss of files prevents the service from being fully or partly delivered, Gaël Duclos Studio informs the Client without delay and uses the reasonable means available to limit the consequences. The parties then agree on a suitable solution, for example a new session where possible or a price reduction in proportion to the deliverables not provided, without prejudice to the Client's statutory rights.

11.4 — Scope
These provisions do not deprive the Provider's essential obligations of their substance. They do not limit its liability for gross negligence or wilful misconduct, nor the rights that an Individual client has under mandatory legal provisions.

ARTICLE 12 — PERSONAL DATA PROTECTION (GDPR)

Personal data collected through the business relationship is processed by Gaël Duclos EI, as data controller, in line with the GDPR and French data protection law.

It's used to respond to enquiries, prepare quotes, manage orders, follow projects through, issue invoices, and meet legal and accounting obligations.

For the full picture on how data is handled and what rights the Client has, see the privacy policy.

ARTICLE 13 — GOVERNING LAW AND DISPUTE RESOLUTION

Governing law and language: these Terms are governed by French law. They are written in French; this English translation is provided for information. In the event of any discrepancy, the French version prevails.

Raising an issue first: if a problem or dispute comes up, the Client is asked to first send a written complaint to Gaël Duclos Studio at contact@gaelduclos.com, so an amicable solution can be found.

Consumer mediation — Individual clients: in accordance with the French Consumer Code's provisions on the "consumer dispute mediation process", if you've already contacted us and haven't received a satisfactory response, you're entitled to refer the matter, free of charge, to a consumer mediation service at:

CM2C
49 rue de Ponthieu
75008 Paris, France
Tel: +33 1 89 47 00 14
Website: www.cm2c.net/declarer-un-litige.php
Email: litiges@cm2c.net

Referring a case to the mediator follows the process and rules set by the applicable regulations and by CM2C's own mediation rules.

Disputes between businesses: if a dispute arises with a Business client, both parties will first try to find an amicable solution.

Failing that, the dispute goes to the competent courts under standard territorial-jurisdiction rules, unless a specific legal or contractual provision says otherwise.

APPENDIX — STANDARD WITHDRAWAL FORM

(Complete and return this form only if you wish to withdraw from the contract.)

To Gaël Duclos EI (Gaël Duclos Studio), 9 Chemin de la Soulassière, 44119 Grandchamp-des-Fontaines, France — contact@gaelduclos.com:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*):
Ordered on (*)/received on (*):
Name of consumer(s):
Address of consumer(s):
Signature of consumer(s) (only if this form is notified on paper):
Date:

(*) Delete as appropriate.