



SCANCUBE

*(Valid until 15/07/2022)*

Company SCANCUBE

RCS of Créteil: 521 479 808

Head office: 132-162 rue Julian Grimau 94400 Vitry-sur-Seine

Intra-community VAT number: FR59521499808

The company SCANCUBE (hereinafter referred to as "*SCANCUBE*") offers computer-controlled photographic equipment for sale on the Internet site [www.scancube.com](http://www.scancube.com) and develops compact solutions for taking pictures and creating visuals, in particular through photo-video studios.

SCANCUBE is also the owner of a software called EasyScanCube which consists in managing and automating the whole production process of a packshot or a 3D animation: from the shooting to the creation of the animated visuals. This concept is intended for use by professionals only.

The website [www.scancube.com](http://www.scancube.com) (hereinafter the "*Website*") allows each customer to request a quote to order photographic equipment and a licence to access the EasyScanCube software.

The acceptance of the quote sent by SCANCUBE implies the acceptance of the present general sales conditions.

The customer specifically acknowledges having read these general terms and conditions of sale and having accepted them without reservation before accepting the quote.

SCANCUBE reserves the right to modify the present general conditions at any time.

The general terms and conditions applicable to the contract shall remain those in force at the time of acceptance of the quotation by the client (hereinafter the "*Client*").

These general conditions are available to users of the Website where they can be consulted and downloaded directly and can also be communicated to them on request by e-mail.

## **ARTICLE 1 - DEFINITIONS**

Terms used in these terms and conditions, when capitalized, have the following meaning:

- Equipment (s) : means all equipment supplied to the Customer including in particular the SCANCUBE machine as well as all the accessories.
- Training course(s): means any training course, in particular distance learning, provided by SCANCUBE using the Software and also the brand.
- Software: means the software called EasyScanCube, on which SCANCUBE holds the copyright.
- Trademark: means the French word trademark "*SCANCUBE*" registered with the INPI under number 3837417 by SCANCUBE in classes 7, 9 and 11 and for which the publication in the BOPI of the application for registration appears in Appendix 1 of the agreement concluded between the Parties in execution of the present general terms of sale.

## **ARTICLE 2 - PURPOSE OF THE GENERAL CONDITIONS OF SALE**

**2-1** The purpose of the present general terms of sale is to define the conditions under which the Customer will benefit from the Equipment, will have access to the Software and Training provided by SCANCUBE.

**2-2** The Client undertakes to provide the information required to draw up the quote.

In case of acceptance of the quotation sent by SCANCUBE, the contract will be formed and the Equipment will be delivered under the conditions set forth in article 4 hereafter.

**2-3** SCANCUBE also grants the Customer the non-exclusive and non-transferable right to use the Software under the conditions set out below.

The software includes:

- The program provided in object code form and in a format that can be read by the client's computers;
- The associated documentation is written in French - English - Italian.

The installation of the Software shall be carried out by the Customer under its own responsibility, in accordance with the installation instructions of SCANCUBE.

The Software will be updated during the whole duration of the contractual relationship between SCANCUBE and the Customer.

**2-4** In addition, SCANCUBE grants to the Customer, who accepts it, the license to use the Trademark for the duration of the agreement concluded in execution of the present general terms and conditions of sale, for all the products designated by the registration certificate of the Trademark granted under the conditions set forth in article 3 hereafter.

**2-5** Finally, SCANCUBE makes available to each Customer, according to the packages subscribed to:

- Online technical support available five (5) days a week (7) dedicated to difficulties encountered in the operation of the Software and equipment

- One (1) hour per year of remote training on the use of the software;
- An extension of the warranty on the Equipment with a return of the parts for immediate repair at SCANCUBE's expense (return of the equipment at the Customer's expense). This warranty on the Equipment is valid for the period specified in the quote issued by SCANCUBE and accepted by the Customer.

### **ARTICLE 3 - TRADEMARK LICENSE**

**3-1** SCANCUBE grants to the Customer a non-exclusive licence on the Trademark so that the Customer can report the use of SCANCUBE products. This licence is granted for this exclusive purpose.

This use of the Trademark by the Customer may be carried out on any geographical location in the world, it being specified that in case of use by the Customer of the Trademark on a territory not covered by an existing protection, SCANCUBE shall not be bound by any obligation (steps, formalities, registration) and shall be exempt from any liability.

**3-2** The costs of maintaining the Trademark in force shall be borne by SCANCUBE. In this respect, during the entire duration of the contractual relations, SCANCUBE undertakes to maintain the Trademark in force at its own expense and in particular to carry out all renewal formalities or any additional registration.

**3-3** The Customer may not under any circumstances take legal action in his name against acts of infringement and more generally against any infringement of the licensed Brand, nor initiate an opposition procedure.

### **ARTICLE 4 - DELIVERY OF EQUIPMENT**

**4.1** Receipt of the full price for the Equipment triggers delivery. The Equipment is delivered to the place indicated in the quotation, in accordance with the terms of the Incoterm 2010 CPT (Carriage Paid To).

Delivery is made either by handing over the Equipment directly to the Customer or by sending a notice of availability to the Customer.

The transfer of risks occurs when the Equipment is handed over by SCANCUBE, its partners or its subcontractors to the first carrier.

The Customer is free to insure the products for which he/she assumes the risk and responsibility. For practical reasons, delivery may be staggered.

**4.2** The delivery dates indicated by SCANCUBE are established in good faith and given as an indication, and do not constitute binding deadlines.

No compensation may be granted to the Customer in the event of non-compliance with these deadlines, and no order may be cancelled as a result.

In the absence of a precise indication at the time of the order, the Customer is deemed to be able to receive the Equipment every working day from 8am to 6pm (local time).

If the Equipment cannot be delivered or unloaded for reasons attributable to the Customer, its partners or its subcontractors, the Customer shall reimburse SCANCUBE for the immobilisation and representation costs claimed by the carrier.

**4.3** The Customer is required to check the number and the integrity of the packages in the presence of the carrier and to make a written note of the anomalies. Any claim must be sent by registered letter with acknowledgement of receipt to the carrier and to SCANCUBE: to the carrier within three (3) working days after receipt of the products and to SCANCUBE within thirty (30) days after receipt of the products. After this period, the delivery will be considered accepted.

The Customer is then required to check that the products comply with the quote and that there are no apparent defects. In particular, he shall check that there are no missing, defective or damaged products.

For any claim formulated in the aforementioned forms and time limits, SCANCUBE shall implement, at its convenience, the repair, replacement or refund. SCANCUBE's liability shall in no case go beyond the replacement or reimbursement of non-conforming products or products with an apparent defect. The formulation of a complaint does not authorize the Customer to defer the payment of the sums due.

## **ARTICLE 5 - INTELLECTUAL PROPERTY AND INFRINGEMENT**

**5.1** The present license does not grant the Customer any intellectual property right on the Software, which remains the full and exclusive property of SCANCUBE.

The Client is expressly prohibited from permanently or temporarily reproducing the Software in whole or in part, by any means and in any form.

The user is also prohibited from translating, adapting, arranging or modifying the Software, from exporting it and from merging it with other software.

SCANCUBE expressly reserves the exclusive right to intervene on the Software to enable it to be used in accordance with its intended purpose and in particular to correct any errors.

**5.2** SCANCUBE guarantees that it is the holder of the intellectual property rights allowing it to conclude the present licence and that the latter is not likely to infringe the rights of third parties. It also guarantees that the Software is entirely original and does not constitute in whole or in part either an infringement or unfair competition.

On its side, the Customer undertakes to immediately notify SCANCUBE of any infringement of the Software of which it would be aware, SCANCUBE being then free to take the measures it will judge appropriate.

## **ARTICLE 6 - CONSIDERATION**

**6.1** It is agreed that the Customer will pay to SCANCUBE, in consideration of the present agreement, the sums provided for in the accepted estimate appearing in Appendix 2 including (i) a fixed price for the Equipment as well as (ii) an annual fee for the licence of the Software. This annual fee shall be subject to change on the basis of the annual increase in the SYNTEC index.

It is specified that this annual fee is charged for one user and one computer.

The first invoice of SCANCUBE shall be established upon acceptance of the quote and of the present general sales conditions and then annually upon its renewal.

**6.2** The payment of the SCANCUBE invoices shall be made in cash and shall be carried out by transfer or direct debit on the attached SCANCUBE bank account:

IBAN : FR76 1010 7003 4100 1140 3408 836

Code Bic BREDFRPPXXX

Any delay in the payment of an invoice of SCANCUBE shall entail the application of late payment interest at a rate equal to three (3) times the legal interest rate, applicable on the date of issue of the invoice, as well as a fixed indemnity for collection costs of forty (40) euros.

#### **ARTICLE 7 - DURATION**

**7.1** The Parties are committed for a fixed period of one year from the date of acceptance of the quotation by the Client and of these general terms and conditions of sale.

**7.2** The contractual relationship will then be renewed by tacit agreement for equal periods of twelve (12) months, unless one of the Parties decides not to renew it, which must be notified to the other Party by registered letter with acknowledgement of receipt or by any other means with a date of receipt, which must be received no later than one (1) month before the expiry date.

#### **ARTICLE 8 - RETENTION OF TITLE CLAUSE**

**8.1** The transfer of ownership of the Equipment is deferred until the full payment of the price to SCANCUBE.

**8.2** However, the Customer shall assume the risks of the Equipment of which he is not the owner, as soon as he takes possession.

Consequently, the Customer undertakes to subscribe, for the benefit of SCANCUBE, to an insurance policy guaranteeing the risks of civil liability as well as loss, theft, deterioration of the Equipment sold by fortuitous event, and to pay the corresponding premiums until the price is fully paid.

In case of occurrence of the event, the insurance indemnity will be acquired by right by SCANCUBE and will be deducted from the part of the price still due.

#### **ARTICLE 9- WARRANTY AND LIMITATION OF LIABILITY**

**9.1** SCANCUBE shall guarantee the functioning of the Equipment for the period specified in the quote issued by SCANCUBE and accepted by the Customer.

**9.2** SCANCUBE undertakes, within the framework of this warranty, to repair any Equipment as soon as possible provided that the defects of the Equipment do not result from the failure of the Customer or its personnel to comply with the documentation provided by SCANCUBE concerning the proper use of the Equipment.

SCANCUBE shall not be held liable for damages of any nature whatsoever, whether material or immaterial, direct or indirect, which may result from a non-conforming or faulty use of the Equipment, from an adaptation or modification made without the written authorisation of SCANCUBE, or from the failure to comply with the applicable legislation. SCANCUBE excludes all liability for indirect or immaterial damages such as loss of

production, exploitation, data, commercial or financial loss, loss of profit, consequences of recourse by third parties originating from or being the consequence of damage suffered following the use or failure of the Equipment delivered, even if SCANCUBE had been previously informed, as well as damage caused to persons or property distinct from the object of the contract.

In spite of the care taken in the preparation of the descriptive documents of the products marketed, SCANCUBE shall not be held responsible for any information errors that may appear in the description of a product.

**9.3** SCANCUBE's civil liability may only be incurred by it or by its employees in the case of acts performed by it or by its employees in the context of the execution of the contract and only in the case where a causal link between the alleged damage and a gross fault is established. In any case, in the event that SCANCUBE's liability is retained for any reason whatsoever, the total amount of the indemnities that SCANCUBE could be led to pay to the Customer shall not exceed the amount received under the present agreement.

## **ARTICLE 10 - EARLY TERMINATION**

**10.1** Each Party may terminate the contractual relationship in advance in the event of a breach by one of the Parties of one or more of its obligations, in particular in the absence of payment of the annual fee by the Client, which will have been the subject of a formal notice by the other Party, by registered letter with acknowledgement of receipt.

In the event that the said formal notice remains without effect for more than fifteen (15) days from its receipt, the agreement binding the Parties may be terminated by operation of law and without judicial formality.

To do so, the Party wishing to avail itself of the termination by operation of law must send the defaulting Party a new registered letter with acknowledgement of receipt, the termination taking effect after a period of fifteen (15) days following receipt of the said letter or, failing this, following the date of its first presentation.

**10.2** In case of early termination of the contractual relationship, for any reason whatsoever, the sums due to SCANCUBE will be immediately payable and invoiced in proportion to the services already performed.

**10.3** Upon termination of the contractual relationship between the Parties, for whatever reason, the Client shall immediately cease all exploitation of the Licensed Brand. The Software will however be kept by the Customer but will not be updated. SCANCUBE shall not be held liable and no service or guarantee of any kind shall be provided by SCANCUBE.

## **ARTICLE 11 - FORCE MAJEURE**

**11.1** In the event of the occurrence of an event of force majeure, this event shall have the effect of suspending the performance of the obligations incumbent on the Party affected by this event for its duration.

Force majeure shall be deemed to be any event beyond the control of the debtor, which could not reasonably be foreseen at the time of acceptance of the general terms and conditions of sale and the effects of which cannot be avoided by appropriate measures, preventing the debtor from fulfilling his obligation.

The Party invoking force majeure must inform the other Party by registered letter with acknowledgement of receipt as soon as possible. In the event of a suspension of more than one month in the execution of the agreement due to force majeure, the agreement may be terminated as of right by sending a registered letter with acknowledgement of receipt. Neither Party shall be liable for any compensation on this account.

Notwithstanding the provisions set out above, the defaulting Party shall use its best endeavours to mitigate the effects of any breach.

**11.2** If the impediment is temporary, performance of the obligation shall be suspended unless the resulting delay justifies termination of the agreement.

**11.3** If the impediment is definitive, the agreement shall be terminated ipso jure and the Parties shall be released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the Civil Code.

**ARTICLE 12 - CONFIDENTIALITY**

**12.1** The Parties undertake to treat as strictly confidential and to treat as such all information, whatever its nature and medium, obtained from the other Party during the performance of the contractual relationship (hereinafter the "*Confidential Information*").

It is specified that the obligation of confidentiality on the Parties shall not apply to information:

- which are publicly available and known other than as a result of a Party's breach of its confidentiality obligation;
- which is communicated to a Party or by a third party, provided that such information was not obtained in breach of an obligation of confidentiality of which the Party concerned was aware; and
- which must be made public by law and/or regulation.

**12.2** The Parties undertake not to use the Confidential Information for any purpose other than the contractual relationship.

**12.3** Each Party undertakes to return at the first request of the other Party any document or other medium containing Confidential Information that the latter may have been led to hand over to it in the context of the performance of this agreement, as well as their reproductions.

**ARTICLE 13 - GENERAL PROVISIONS**

**13.1** Changes

Acceptance of these general terms and conditions of sale terminates any previous agreement that may exist between the Parties and that relate to the same subject.

It may not be modified or amended without the unanimous written agreement of the Parties by the signature of an amendment.

### 13.2 Complete general terms and conditions of sale

If any provision of the General Terms and Conditions of Business is or becomes invalid or unenforceable by virtue of statutory or regulatory provisions, the validity, effectiveness or enforceability of the remaining provisions shall in no way be impaired or affected thereby.

### 13.3 Non-waiver of any of the clauses

Failure to exercise, or delay in exercising, the rights provided for in the general terms and conditions of sale shall not constitute a waiver of the exercise of such rights, nor a waiver of any other rights.

### 13.4 Notifications

All notifications and communications between the Parties in the context of or in connection with the general terms and conditions of sale shall be made in writing and addressed by registered letter with acknowledgement of receipt to the Contracting Party which is to receive the notification or communication, at its address appearing at the top of this document, or possibly at any other address which the latter shall have indicated in writing to the other Party. Any notification and any communication shall be deemed to have been delivered on the day of the first presentation of the registered letter to the recipient Party.

### 13.5 Language and applicable law - Jurisdictional clause

The present general terms and conditions of sale are written in French, the only authentic language in the event of a dispute, even in the presence of translations, the latter, by express agreement, being provided for the sake of convenience only and not having any legal effect, in particular on the interpretation or the common intention of the Parties.

By express agreement between the Parties, these general terms and conditions of sale are governed by and subject to French law.

The Parties undertake, in the event of difficulties in the performance of the agreement in execution of the general terms and conditions of sale and prior to any legal proceedings, to seek an amicable settlement to their dispute.

In this respect, the Party wishing to implement this amicable procedure must notify the other Party by registered letter with acknowledgement of receipt, specifying the application difficulties encountered or the contractual breaches noted and setting out an amicable settlement proposal.

The other Party shall then have twenty (20) working days from receipt of the registered letter with acknowledgement of receipt to make known its interpretation of the facts complained of, its response to the amicable proposal for settlement of the dispute or its refusal of an amicable settlement, by registered letter with acknowledgement of receipt.

In the event of an amicable counter-proposal for settlement of the dispute from the Party presumed to be in default, the Party initially at the origin of the amicable settlement procedure will then have twenty (20) working days from receipt of the registered letter with acknowledgement of receipt to make its response known.

However, if no agreement is reached within the allotted time, any dispute that may arise relating to the interpretation, execution or non-execution of the general terms and conditions of sale accepted, its consequences or consequences, shall be settled amicably between the Parties. Failing this, it will be settled by the Courts of the jurisdiction of the Court of Appeal of Paris.



## ANNEX 1 - TRADEMARK

Marque française

Marque  
Scancube

Type de la marque  
Marque verbale

Déposant  
ALTAWAK, sarl 88 boulevard de MENILMONTANT - 75020 PARIS -  
FR - (Siren : 521479808)

Mandataire  
ALTAWAK 88 boulevard de MENILMONTANT - 75020 PARIS - FR -

Numéro  
**3837417**

Statut  
Marque enregistrée

Date de dépôt / Enregistrement  
08/06/2011

Lieu de dépôt  
I.N.P.I. PARIS

Date prévue pour l'expiration  
08/06/2021

Langue  
Français (Langue de dépôt)

Classification de Nice  
7 ; 9 ; 11

Produits et services

- 07 Robots (machines) ; machines de levage et de manutention ; plateaux tournants, supports à chariot (parties de machine) ;
- 09 Matériels photographiques et cinématographiques, matériels d'éclairage photographiques et cinématographiques, à savoir : appareils photographiques et cinématographiques, caissons lumineux de prise de vue, pieds et fixations d'appareils photographiques, têtes et rotules, déclencheurs photographiques, filtres pour la photographie, flashes pour la photographie, lampes pour la photographie, obturateurs photographiques, réflecteurs d'éclairage photographique, dérouleurs de fonds photographiques, appareils de repérage, de centrage et de cadrage par faisceaux lumineux, plateaux et tables de prise de vue ; statif ; matériels de mise en rotation ou en translation d'un objet ou d'un sujet, à savoir : bras articulés, bras flexibles, portiques de prise de vue, plateaux tournants, plateaux et chariots de translation ; périphériques d'ordinateur ; matériels d'animation visuelle, matériels de modélisation 3D, à savoir : capteurs et appareils de mesure pour la modélisation 3D, calculateurs de modélisation et de rendu 3D ; logiciels de prise de vues fixes ou animées, logiciels de modélisation et d'animation visuelle, logiciels de communication, logiciels de stockage et de diffusion de fichiers audio-visuel ;
- 11 Appareils d'éclairage.

Historique

- Publication 01/07/2011 (BOPI 2011-26)
  - Enregistrement avec modification 06/01/2012 (BOPI 2012-01)
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## **ANNEX 2 - SCANCUBE QUOTE**