

ANDREANI STUDIO PTE. LTD.

TERMS AND CONDITIONS OF SALE

1- These terms and conditions (the « **Terms** ») shall be deemed to have been accepted by the Client upon placement of an order and shall apply in and to the exclusion of any other terms, conditions, representations and/or warranties, whether express or implied.

2- **Orders:** The services shall only be performed after receipt of the quotation signed and expressly accepted by the Client, which will be deemed as an order, or of an order form corresponding to the quotation.

Any order received from the Client is final and irrevocable.

The quotation mentions, in particular, the services to be performed, the timing of the delivery and the price of the services.

Any request to modify the order shall be taken into account only if the request is in writing (including by e-mail) and is sent to ANDREANI STUDIO at the latest one (1) week before the date of the delivery. ANDREANI STUDIO will estimate the cost of the modification and will send it to the Client by e-mail or by mail.

In case of modification of an order by the Client, ANDREANI STUDIO will cease to be bound by the initial timing agreed for the performance of the services.

In case of cancellation of an appointment by the Client less than forty-eight (48) hours before the shooting, the Client shall pay to ANDREANI STUDIO a lump sum of 750 Singapore dollars.

3- **Delivery:** The Client shall receive the services duly performed on a media or by e-mail, in the quantity and within the timeframe specified in the order. The transportation costs will be borne by the Client.

Any dates quoted for delivery of the services are approximate only and ANDREANI STUDIO shall not be liable for any delay howsoever caused.

4- **Price and payment:** The prices are exclusive of any taxes. The taxes are those in force at the time of the order and must be borne by the Client.

The invoices issued by ANDREANI STUDIO are payable by the Client within sixty (60) days from the date of issuance of the invoice.

In case of non-payment of the invoice on the due date, ANDREANI STUDIO shall have the right to:

(i) suspend any further services to be performed until all outstanding invoice amounts including interest accrued thereon, have been settled;

(ii) charge interest on the amount unpaid at the annual rate of three (3) per cent per annum above the then current 3 month SIBOR Singapore Inter-bank Offered rate) for the currency in which payment has to be made, until full payment is made, as well as a lump sum for recovery fees of sixty (60) Singapore dollars.

5- **Reserved ownership:** ANDREANI STUDIO remains the owner of the goods sold until complete payment of the price in full.

6- **Claims:** Any claims from the Client for apparent defect and/or non-conformity shall be made in writing to ANDREANI STUDIO within eight (8) days from the delivery date, failing which the claims shall not be admitted.

7- **Intellectual property:** ANDREANI STUDIO is the owner of all economic and moral copyrights on the photographs and more generally on all photographic and/or artistic works performed upon request or on behalf of the Client.

Unless otherwise stated by the Client in writing, ANDREANI STUDIO will have the possibility to mention its realizations performed upon request or on behalf of the Client on any external communication or advertising documents (internet website, portfolio, flyers, brochures, etc.) and during its commercial development.

ANDREANI STUDIO indicates in the quotation prepared before the order of such photographs or artistic and/or photographic realizations the conditions (number of copies, media, territory, term...) and the price allowing their use by the Client.

The acceptance of the quotation and the payment of the corresponding invoice will be deemed as exclusive transfer from ANDREANI STUDIO to the benefit of the Client of the economic copyrights on the photographs and the artistic and/or photographic works performed upon the Client's request or on his/her behalf.

Any change in the conditions of use of the photographs or artistic and/or photographic works set up initially shall be requested in writing by the Client to ANDREANI STUDIO which will issue a new quotation.

The acceptance of this subsequent quotation and the payment of the corresponding invoice will be deemed as exclusive transfer from ANDREANI STUDIO to the benefit of the Client of the economic copyrights on the photographs and the artistic and/or photographic works performed upon the Client's request or on his/her behalf.

As soon as the Client provides ANDREANI STUDIO with a drawing, an item or any element whatsoever for the realization of the photographs or artistic or photographic creations, the Client represents to be the sole and legal owner of it in particular with regards to the copyright or to be expressly authorized by its owner to use it.

The Client represents that none of the drawings, items or elements provided to ANDREANI STUDIO for the present order violate the rights of a third party, in particular with respect to the intellectual property, and that ANDREANI STUDIO shall not be liable in any way whatsoever due to the use of such drawings, items or elements.

The Client undertakes to indemnify and keep indemnified ANDREANI STUDIO from and against all loss and damages, claims, loss of profits resulting from the use of these drawings, items or elements.

8- **Liability:** should ANDREANI STUDIO's liability be raised, ANDREANI STUDIO shall in any case not be held liable for any indirect and/or intangible or moral damages, in particular the financial or commercial damages such as loss of profits, loss of orders, operating losses or loss of earnings.

9- **Miscellaneous**
No waiver by ANDREANI STUDIO of any breach under these terms and conditions ("T&C's") shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these T&C's is held by any competent authority invalid or unenforceable in whole or in part in the validity of the other provisions of the T&C's and the remainder of the provision in question shall not be affected thereby.

These T&C's and any order shall be governed by the laws of Singapore and any dispute shall be determined by the Courts within that jurisdiction.

These T&C's shall not confer any benefit or right of action on any third party and the provisions of the Contract (Rights of Thirds Parties) Act, Cap. 53B and any subsequent or supplementary or modifying legislation are hereby excluded to the fullest extent possible by law.