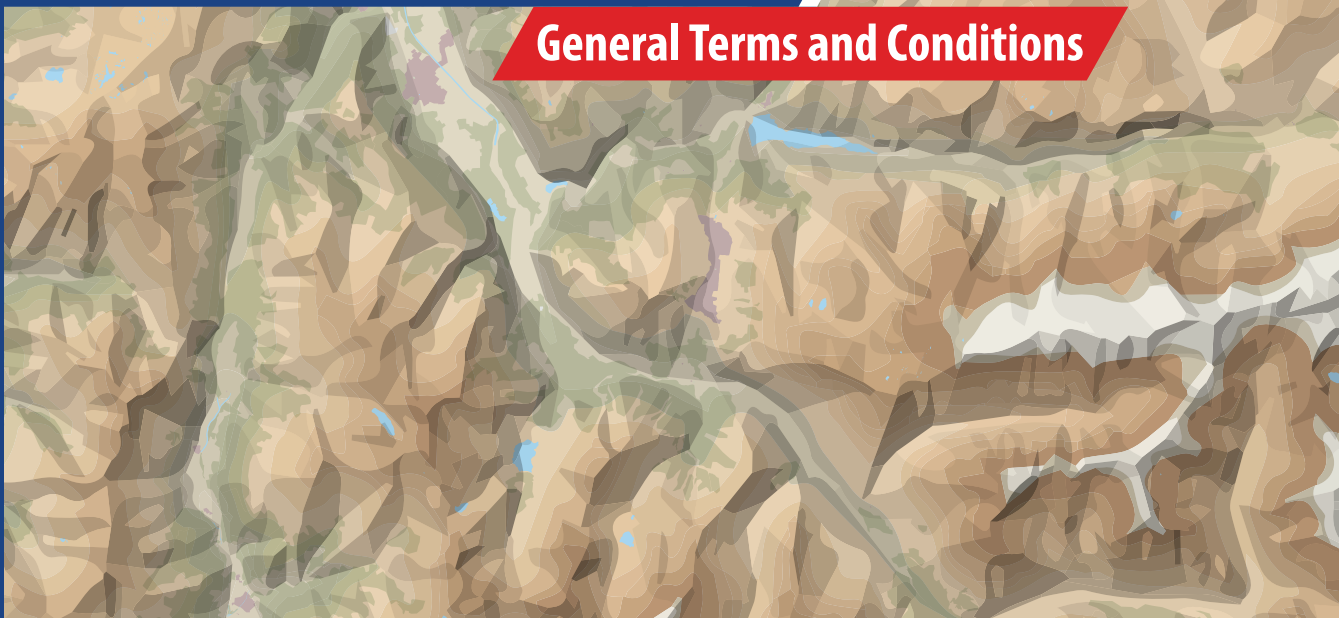




**Pro**  **CyclingMap** **5**

**General Terms and Conditions**



# General Terms and Conditions (GTC)

## BETWEEN

**PROCYCLINGMAPS**, simplified joint-stock company with a capital of 1,000 euros. Its head office is located at 658 chemin des Gascous, 82000 Montauban, France, registered with the Trade and Companies Register of Montauban under number 832 907 653, represented by Mr Maxime LAFAGE, Chief Executive Officer (CEO), hereinafter referred to as "**PROCYCLINGMAPS**".

## FIRSTLY

## AND

**THE CUSTOMER**, natural or legal person approving an estimate or an order from **PROCYCLINGMAPS**.

Hereinafter referred to as "**THE CUSTOMER**" or "**THE CLIENT**".

## SECONDLY

### BEING FIRST REMINDED THAT:

1. PROCYCLINGMAPS is a company specialised in cartography for cycling events which includes maps, general plans, technical plans, infographics, altimetry profiles, time itineraries, road books, 2D and 3D videos, pictograms, logos, documents and communication media.
2. In this context, PROCYCLINGMAPS now provides the total or partial cartography of about 70 professional events around the world. Deliverables are all delivered to the client in digital format.
3. PROCYCLINGMAPS has published a "customer information sheet" or "customer memorandum" attached to these General Terms and Conditions of Sale (GTC), its provision form an integral part of this contract.

### ARTICLE 1: SUBJECT

Any approval by email of a cost estimate or any order with PROCYCLINGMAPS by the CLIENT is worth approval of the present General Conditions of Sale as well as its appendices. The general conditions of sale described below detail the rights and obligations of the company PROCYCLINGMAPS and of the CUSTOMER in the context of the sale of the following goods : maps, general plans, technical plans, computer graphics, altimetry profiles, time itineraries, road books, 2D and 3D videos, pictograms, logos, documents and any other communication medium.

Any service performed by PROCYCLINGMAPS therefore implies the unconditional acceptance of these general conditions of sale by the CLIENT.

### ARTICLE 2: STEPS TO FOLLOW TO PLACE AN ORDER

The different steps are formalised in the appendix of this contract in the information sheet given to the CUSTOMER as soon as the specifications are drawn up. Hereinafter, the working methodology is formalised in the following steps :

- 1) Definition of the CLIENT's needs by the CUSTOMER himself and transmission of this detailed frame to PROCYCLINGMAPS.
- 2) Preparation by PROCYCLINGMAPS of a detailed estimate, integrating prices associated with services and with indications, if relevant, on the schedule to be respected. If the CUSTOMER is domiciled in France, the applicable VAT rate is 20%. In the EU, if you do not have a VAT number, the applicable VAT rate is 20%. In all other cases (domiciliation outside the EU or in the EU with VAT number), then PROCYCLINGMAPS' service is invoiced excluding taxes. The CUSTOMER specifies this point and the applicable VAT before PROCYCLINGMAPS makes its estimate.
- 3) The acceptance of the estimate by the CUSTOMER, after iterations if necessary, including discounts or rebates or adjustments on the expected level of detail of the deliverables.  
Any mail, e-mail or more generally written element, confirming the unreserved validation of the estimate and these Terms and Conditions will be considered as acceptance by PROCYCLINGMAPS.
- 4) Transmission of the necessary elements by the CLIENT for PROCYCLINGMAPS to start producing. These elements are at least the GPX track-format courses, that format only (unless the CUSTOMER has requested PROCYCLINGMAPS to create the GPX files too, in which case it will be the subject of an estimate with a fee of 1 euro per kilometer of the route, fictitious departure included). Any other format will not be accepted. The CUSTOMER will also send any other relevant element allowing the efficient production of the services to PROCYCLINGMAPS. No modification of the course or of basic elements will be accepted by PROCYCLINGMAPS once the work has already begun. Any change in the initial request that has been the subject of the estimate will require an addendum and additional costs, which of course will not be started without the agreement of the CLIENT.
- 5) Production of the deliverables by PROCYCLINGMAPS, respecting the state of the art and quality objectives. Exchanges may be necessary with the CLIENT in order to produce the deliverables as efficient and qualitative as possible.

6) Delivery of the first version of the deliverables, in one format, to the CLIENT by PROCYCLINGMAPS. A back-and-forth contact, or iteration, is included in the PROCYCLINGMAPS' estimate, provided that it is only a minor modification not resulting from a manifest error by PROCYCLINGMAPS and that doesn't represent a total workload, at the scale of the estimate, of more than a 4 hour-work. Any other modification will be invoiced after a written agreement by the CLIENT. After this iteration, PROCYCLINGMAPS sends the final deliverables, including all requested exports in different digital formats to the CLIENT.

7) PROCYCLINGMAPS edits the invoice, based on the estimate and including any additions or modifications requested and validated by the CLIENT. Upon receipt by e-mail (the date and time of dispatch being authentic), the payment period is increased to 30 calendar days.

8) The CLIENT will be able to communicate his feedback on the service in order to improve the quality of the service provided to PROCYCLINGMAPS. The CUSTOMER agrees that PROCYCLINGMAPS reports its collaboration with the CUSTOMER, including valuing non-confidential deliverables and / or using the CUSTOMER logo for information purposes as a reference.

### **ARTICLE 3: PAYMENT TERMS**

From January 1st, 2020, in order to limit outstanding payments, PROCYCLINGMAPS imposes a full payment of the estimate before any support by PROCYCLINGMAPS for any order up to € 500 excluding tax. The invoice will be sent by PROCYCLINGMAPS after sending the deliverables. Above 500 euros per order, the payment period is increased to 30 calendar days once you received our email with the invoice (date and time of dispatch of this email). PROCYCLINGMAPS reserves the right to impose specific payments conditions, such as the payment of a deposit going from 50 to 100%, in specific cases.

The invoice or the estimate in case of deposit, by the CUSTOMER, can only be paid by bank transfer. The payment by check is accepted in case of strict impossibility by the CUSTOMER to use bank transfer.

Any total or partial late payment, beyond the 30 days after the invoice has been sent by PROCYCLINGMAPS, may be penalised by PROCYCLINGMAPS with a penalty of 10% calculated on the basis of the total amount of the receivable due and regarding the number of days that are beyond 30 days. In addition, PROCYCLINGMAPS will also apply a processing fee of 80 euros per invoice.

In the case that the CUSTOMER is unable to honor the PROCYCLINGMAPS invoice within the legal and contractual period, the CLIENT will inform PROCYCLINGMAPS as soon as possible (imperatively before the end of the 30-day period) in order to make an amicable settlement and at PROCYCLINGMAPS' discretion, a staggered payment which will then be charged with a lower fee than the penalties applicable in this article. By default, the amicable fee can be decreased to 8% instead of 10% and the processing fee to 30 euros per invoice instead of 80 euros.

### **ARTICLE 4: CONFIDENTIALITY**

If the CUSTOMER wishes, all the documents sent to PROCYCLINGMAPS such as the race's route, will remain confidential. Only PROCYCLINGMAPS' team and any subcontractors who have previously signed a confidentiality agreement may be aware of this route. The transmitted elements such as logos or the graphic charter will remain the entire property of the CLIENT.

The deliverables produced by PROCYCLINGMAPS may also remain confidential, for a definite or indefinite period that has to be specified by the CLIENT.

In any case, PROCYCLINGMAPS will respect optimal security conditions for its files under this contract.

### **ARTICLE 5: DELIVERABLES**

When we speak about "deliverables", this contract refers to the services requested by the CLIENT to PROCYCLINGMAPS. The delivery of deliverables by PROCYCLINGMAPS is done by email and / or by transmission of a link on a dedicated platform to download the files. The date and time of dispatch will prevail. PROCYCLINGMAPS will be able to set up an acknowledgment of receipt system which will confirm the good reception of the files by the CLIENT.

### **ARTICLE 6 : INTELLECTUAL PROPERTY**

PROCYCLINGMAPS remains the only owner of its copyrights resulting from its services, services and deliverables. The use of its creations and services is carried out in accordance with the provisions of the mission performed and the legal and regulatory provisions in force at the time of acceptance of the estimate or of the order. Any use of our creations or of deliverables by the CUSTOMER, that is not foreseen initially, must be the object of a prior express authorisation by PROCYCLINGMAPS as well as a remuneration to be agreed, in particular for a multi-year use of published media for a specific year and / or in the case of reuse of all or part of the deliverables such as the pictograms provided by PROCYCLINGMAPS.

In addition, PROCYCLINGMAPS will ensure that the accomplishment of its mission does not infringe any copyright, trademark and any other right, title or interest of intellectual property belonging to any third natural or legal person. Unless explicitly stated otherwise by the CUSTOMER, PROCYCLINGMAPS reserves the right to show the work done for the CLIENT on different media or at any desired occasion, unless a scope of confidentiality is requested by the CUSTOMER as soon as the estimate is drawn up. These references may be highlighted on the website and on PROCYCLINGMAPS' commercial documents.

#### **ARTICLE 7: LIABILITY**

The CUSTOMER acknowledges and accepts the entire and full responsibility for the choices made in terms of textual or iconographic content appearing in the deliverables. Any error or inaccuracy will not be attributed to PROCYCLINGMAPS. PROCYCLINGMAPS' responsibility cannot be questioned in any case, especially in the event that the contents aren't free of rights or even if it would be detrimental to the intellectual property rights of a third party. The CUSTOMER guarantees to deal with the full responsibility to PROCYCLINGMAPS, including any condemnation or costs and fees linked to the deliverables of this service.

The CLIENT acknowledges having read the legal warnings concerning the laws of intellectual property and counterfeiting, the legal notices that have to be published and the penalties and fees that may be incurred for their violation.

#### **ARTICLE 8: FORCE MAJEURE**

PROCYCLINGMAPS company's responsibility cannot be invoked if the non-execution or the delay in the execution of one of its obligations described in these General Conditions of Sale arises from a case of absolute necessity. As such, force majeure means any external event, unforeseeable and irresistible within the meaning of Article 1148 of the French Civil Code.

#### **ARTICLE 9: COMPETENT COURT**

Any dispute relating to the interpretation and execution of these General Conditions of Sale is subject to French law. In the absence of amicable resolution, the case will be brought to the Commercial Court of Montauban, Tarn-et-Garonne, France.

#### **ARTICLE 10: SIGNATURE**

Any acceptance of an estimate or the placing of an order will result in the acceptance and signature of all these Terms and Conditions of Sale and its appendices.