

GENERAL TERMS AND CONDITIONS OF SALE — Aerialcollection SAS

Preamble — Identity of the seller

Aerialcollection SAS, a société par actions simplifiée with a share capital of 4,287 euros,
registered with the Trade and Companies Register of Paris under number 932 911 472,
with its registered office at 229 rue Saint-Honoré, 75001 Paris, France

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Hereinafter “**Aerialcollection**” or “the Distributor”.

Article 1 — Definitions

Clip: an aerial video sequence listed in Aerialcollection’s online catalogue.

Master: the high-definition digital file delivered to the Client, in the resolution and codec selected at the time of ordering.

Rights Holder: the producer or author of the footage who owns the rights in a Clip and for whom Aerialcollection acts as mandated distributor.

Use: the category of exploitation selected at the time of ordering, which determines the scope and term of the rights granted, as well as the price.

Programme: the work, production, installation or medium identified by the Client at the time of ordering, and for the purposes of which the rights are granted.

Licence: the rights grant agreement specific to each order, issued in PDF format, for which these terms and conditions form the general framework.

First Exploitation: the first broadcast, publication online, screening or public presentation of the Programme incorporating the Clip.

Article 2 — Purpose and scope

2.1. These general terms and conditions govern the online sale by Aerialcollection of exploitation rights in the Clips in its catalogue, together with the delivery of the corresponding Masters.

2.2. **Aerialcollection is neither the author nor the producer of the footage.** It acts as an **authorised distributor**, holding from the Rights Holders, under mandate agreements, the right to grant clients exploitation rights within the limits defined by those agreements.

2.3. **Sales are strictly reserved for business customers** acting for the purposes of their professional activity. Placing an order constitutes a declaration by the Client that it is acting in a professional capacity. Aerialcollection reserves the right to make validation of an order conditional upon production of a business

registration number or any other evidence of professional activity, and to cancel, with full refund, any order placed by a consumer within the meaning of the French Consumer Code.

2.4. Placing an order constitutes unreserved acceptance of these terms and conditions in the version in force on the date of the order. The Client's own purchasing terms shall not apply.

Article 3 — Orders and formation of the contract

3.1. The Client selects a Clip, a Use, a resolution and a codec. The Client identifies the Programme for which the Clip is intended.

3.2. Before confirming, the Client is shown a summary stating the Clip, the Use selected, the term of the grant, the period allowed for First Exploitation, the price excluding tax, the applicable VAT and the price including all taxes.

3.3. The contract is formed upon receipt of payment. Aerialcollection then sends the Client, by electronic means, a download link for the Master, an invoice and the Licence agreement in PDF format.

3.4. Aerialcollection reserves the right to refuse any order on legitimate grounds, in particular where there is doubt as to the Client's professional capacity or as to the intended destination of the Clip, or in the event of a prior payment incident.

Article 4 — Price and payment

4.1. Prices are stated in euros. They are exclusive of tax; the applicable value added tax is added to the order summary.

4.2. The grant of rights is subject to the reduced rate of VAT applicable to assignments of copyright. Clients established in another Member State of the European Union and holding a valid intra-Community VAT number fall under the reverse charge regime. Clients established outside the European Union are invoiced exclusive of tax and are responsible for any taxes and duties payable in their own country.

4.3. **Means of payment.** The following are accepted:

- **immediate payment by bank card** online, through a third-party payment service provider. Aerialcollection has no access to and retains none of the Client's banking data;
- **bank transfer on receipt of invoice**, for orders processed outside the automated purchase path, subject to Aerialcollection's prior agreement.

No other means of payment is accepted.

4.4. **Payment terms.** Unless expressly agreed otherwise, invoices are payable on receipt. A payment period may be agreed at the time of ordering, provided that it does not exceed sixty (60) days from the invoice issue date, or forty-five (45) days end of month where that arrangement is expressly stipulated, in accordance with article L.441-10 of the French Commercial Code. Any contrary stipulation by the Client, and in particular any longer period set out in its purchasing terms, shall not be enforceable against Aerialcollection.

4.5. **Late payment.** Any sum not paid when due shall automatically, and without prior formal notice, give rise to late payment interest calculated at the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten percentage points, together with a fixed recovery cost indemnity of forty (40) euros, without prejudice to additional compensation for costs actually incurred.

4.6. **Grant conditional upon payment.** The rights are granted only upon full receipt of the price. Where payment is deferred, no exploitation may take place before the price has been received in full, the grant remaining suspended pending payment.

4.7. **Electronic invoicing.** From the date on which the electronic invoicing obligation applicable to Aerialcollection comes into force, invoices will be issued in structured electronic format and transmitted through an approved platform. For this purpose the Client shall provide its business identification number and routing details, and is responsible for its own ability to receive such invoices.

Article 5 — Delivery of the Master

5.1. The Master is made available by way of an individual download link, **valid for thirty (30) days** from the date of the order and permitting **five (5) downloads**.

5.2. It is for the Client to download the Master within that period and to ensure its safekeeping. Once the period has elapsed or the number of downloads has been reached, the link is deactivated.

5.3. **Re-supply.** Aerialcollection will use reasonable endeavours, upon request by the Client made during the term of the grant, to supply the Master again. This service constitutes a **best-efforts obligation** and is invoiced at the rate in force on the date of the request. Aerialcollection does not guarantee the availability of the Master beyond the initial period, in particular where the Rights Holder's mandate has ended or the source file has degraded.

5.4. Any technical defect in the Master must be reported within thirty (30) days of delivery. Aerialcollection shall then, at its option, replace the file or refund the price, to the exclusion of any other compensation.

Article 6 — Scope and term of the rights granted

6.1. Aerialcollection grants the Client, on a non-exclusive basis, the right to reproduce and communicate the Clip within the identified Programme, in accordance with the Use selected at the time of ordering.

6.2. **Territory:** worldwide.

6.3. **Terms.** The term of the grant and the period allowed for First Exploitation are those attached to the Use selected:

Use	Term of grant	Period for First Exploitation
Audiovisual Work for Television	35 years	3 years
Cinematographic Work	35 years	3 years
Museum exhibition	2 years	1 year
Corporate — public display	3 years	1 year
Corporate — internal use	1 year	1 year
Professional web	5 years	1 year

6.4. **Starting point.** The term runs from the First Exploitation.

6.5. **Period for First Exploitation.** The Client has the period indicated, running from the date of the order, in which to carry out the First Exploitation. Failing that, the grant is deemed to have taken effect on the last day of that period, and the term runs from that date.

6.6. **Expiry.** On expiry of the term, the Client shall cease all exploitation of the Clip and effectively withdraw the Clip from any medium, installation, website or service accessible to the public. The Master shall be destroyed or retained outside any exploitation, for archiving purposes only. Renewal is possible before expiry, subject to a new fee at the rate then in force.

6.7. Any use exceeding the Use selected — another Programme, another medium, another term — requires a new order.

Article 7 — Alterations to the image

7.1. The Client is authorised to make the usual technical alterations required to integrate the Clip into the Programme: reframing, slow motion or fast motion, grading and colour correction, overlays, editing, and the addition of sound or text.

7.2. **The author's moral rights survive the grant.** Accordingly, the following are excluded: any alteration that distorts the work, any modification prejudicial to the author's honour or reputation, and any use in a context liable to harm the work.

7.3. Flipping the image and any geographical inversion are subject to prior written agreement.

Article 8 — Credit

8.1. The Client shall display the credit line associated with the Clip, as it appears on the Licence agreement, **wherever the medium allows**: end credits, legal notices, caption or accompanying notice.

8.2. This arrangement is a practical accommodation and not a waiver of the author's right of attribution, which is inalienable.

8.3. Where the medium allows no credit at all, the Client shall inform Aerialcollection at the time of ordering.

Article 9 — Prohibited uses

The following are expressly excluded from the grant, whatever the Use selected:

9.1. any pornographic use or use contrary to public morals;

9.2. any use for political, electoral, trade union or religious purposes;

9.3. any defamatory or disparaging use, or any use prejudicial to the image or reputation of a place, a site, a local authority or a person appearing in the footage;

9.4. resale of the Clip as such, making it available whether free of charge or for consideration, and its inclusion in any image bank, content library or third-party catalogue;

9.5. any use of the Clip in a context that contradicts the Rights Holders' environmental commitment, in particular in support of climate change denial, or for the purposes of misleading environmental claims;

9.6. **use of the Clip, in whole or in part, for the purpose of building a corpus for the learning, training, fine-tuning or evaluation of any artificial intelligence system or generative model**, as well as any text and data mining operation. Aerialcollection expressly reserves these rights. Any exploitation of this nature is the subject of a separate written agreement, negotiated outside the online catalogue.

Article 10 — Transfer of rights

10.1. The Client may pass on the benefit of the grant to its broadcaster, co-producer, distributor or end client **solely for the purposes of the Programme identified at the time of ordering**, and within the limits of the Use and term selected.

10.2. The Client remains responsible for compliance with these terms and conditions by the third party to which it passes on the benefit, and is answerable to Aerialcollection for any breach by that third party.

10.3. Any transfer outside the identified Programme, any standalone sub-licence and any assignment of the benefit of the Licence are prohibited.

Article 11 — Aerialcollection's warranties

11.1. Aerialcollection warrants that, under its agreements with the Rights Holders, it has the power to grant the rights covered by the order, in the scope and for the term indicated.

11.2. Aerialcollection indemnifies the Client against any third-party claim relating to **ownership of the copyright in the Clip** that prevents peaceful enjoyment of the rights granted. The Client shall inform Aerialcollection without delay of any such claim and shall leave the conduct of the defence to it.

11.3. This warranty does not extend to third-party rights relating to the persons and property appearing in the footage, which are governed by article 12.

11.4. **Termination of an upstream mandate.** In the event of termination, for whatever reason, of the mandate between Aerialcollection and a Rights Holder, grants made to the Client before that termination shall continue until their expiry.

Article 12 — Identifiable persons and property

12.1. Clips may show private property, protected works of architecture, monuments whose illumination is subject to separate rights, trade marks, distinctive signs, and individuals.

12.2. **Aerialcollection issues no authorisation in respect of the persons and property appearing in the footage, and does not warrant that any such authorisation exists.** None of the authorisations that may be required in respect of image rights of individuals, property image rights, trade mark rights or third-party copyright in elements appearing in the Clip is included in the grant.

12.3. It is for the Client, before any exploitation and in the light of the context in which it intends to place the Clip, to determine whether such authorisations are required and to obtain them at its own expense.

12.4. The warranty in article 11.2 covers copyright in the Clip itself; it does not cover third-party rights relating to what the footage depicts. This distinction is fundamental to the economics of the contract and to the price agreed.

Article 13 — Liability

13.1. **Indirect loss.** Aerialcollection shall in no event be liable for indirect loss, and in particular for loss of business, loss of turnover, loss of profit, re-editing, replacement or re-broadcasting costs, damage to image or commercial loss.

13.2. **Overall cap.** Aerialcollection's liability under the performance of the contract is capped at the amount of the order concerned, excluding tax.

Article 14 — No right of withdrawal

As sales are strictly reserved for business customers acting for the purposes of their professional activity, the right of withdrawal provided for by the French Consumer Code does not apply. The Master is delivered immediately after payment is received.

Article 15 — Refunds

15.1. No refund is due in respect of a Master that is technically sound but does not meet the Client's expectations, in particular as regards framing, light, season or the content of the shot, these being assessable from the preview available before ordering.

15.2. Aerialcollection may, at its sole discretion and without the Client being entitled to rely on it, make a goodwill gesture in the form of a refund or a credit note. Any such gesture constitutes neither an admission of liability nor an acquired right for the future.

Article 16 — Personal data

Aerialcollection processes the Client's data for the purposes of order management, invoicing and compliance with its statutory record-keeping obligations. Invoicing data is retained for ten years. The Client has rights of access, rectification, erasure, restriction and objection, which may be exercised at the address given in the preamble.

Article 17 — Evidence and archiving

17.1. Aerialcollection's computerised records, together with the documents generated automatically when an order is placed, shall as between the parties constitute evidence of the orders, payments and grants made.

17.2. The version of these terms and conditions accepted by the Client is recorded with the order, together with the digital fingerprint of the corresponding text, so that its integrity can be established.

17.3. The full text of the terms and conditions accepted is appended to the PDF documents provided to the Client on delivery. The Client thus retains a copy identical to the one held by Aerialcollection.

17.4. These records are retained throughout the term of the grant, plus the applicable limitation period.

Article 18 — Force majeure

Neither party shall be liable for failure to perform its obligations in the event of force majeure within the meaning of article 1218 of the French Civil Code. If the impediment lasts more than thirty days, either party may terminate the unperformed order, with refund of the price paid.

Article 19 — Governing law, export control, jurisdiction

19.1. These terms and conditions are governed by **French law**, to the exclusion of any conflict-of-laws rule leading to the application of another law and of the Vienna Convention on Contracts for the International Sale of Goods.

19.2. **Compliance with export restrictions and sanctions.** The Client warrants that it is not established in a country, and is not acting on behalf of a person, subject to restrictive measures or international sanctions applicable to Aerialcollection, and undertakes to exploit the Clip only in compliance with those regulations. Aerialcollection may cancel any order whose performance would breach them.

19.3. **Failing an amicable settlement, any dispute shall fall within the exclusive jurisdiction of the Paris Commercial Court**, including in the event of multiple defendants, third-party proceedings or urgent proceedings.

Article 20 — Version

Version 2026-10, applicable to orders placed on or after 15 August 2026.

Aerialcollection may amend these terms and conditions at any time; the applicable version is the one in force on the date of the order.