

1. PURPOSE

1.1. This document defines the general terms and conditions for all relations between the company Azusa Communications (hereinafter 'Azusa') and its Clients. They apply to all the goods and services provided by Azusa. They take precedence over any other clauses and conditions appearing on orders or documents from the Client. They cannot be waived unless both parties give their explicit consent.

1.2. These general terms and conditions will be considered to be known and accepted, either by the Client's signature on any document referring to them, or by the absence of any written objection from the Client within 8 days of receipt of the first document that brings them to its attention. They cannot be disputed if commercial relations are pursued.

1.3. These general terms and conditions may be modified at any time and will be applicable to any order placed after the date of modification, including any order related or in addition to an earlier order.

2. OFFERS AND QUOTES

2.1. Our offers and quotes are given purely as an indication. They are valid for 30 days maximum from the date the quote is issued, unless explicitly stated otherwise. The prices mentioned in offers, quotes and/or purchase orders are the prices applicable on the date of the offer, excluding Sales Tax.

2.2. Our offers and quotes are drawn up based on the information provided by the Client. Prices are likely to be revised based on any changes to this information.

3. LEAD TIMES

3.1. Unless otherwise stated on the quote, the lead times stipulated for assignment completion are to be considered purely as an indication.

3.2. Should the Client require any changes during order execution, the delivery time may be extended, and the agreed price increased. Furthermore, the lead times agreed will be extended by any delay in the Client providing the elements necessary for the assignment to be completed by Azusa, or in paying the agreed price.

3.3. A delay in the services can under no circumstances result in the cancellation of an order and/or termination of this agreement.

3.4. Should staggered services have been planned, each one must be considered as a separate contract so that the events that affect one service remain without effect on a later service.

4. PAYMENTS

4.1. Down payment:

Unless otherwise stipulated in the offer, and explicitly agreed by Azusa, a down payment of 50% of the value of each order must be paid when it is confirmed, with the balance paid according to the invoicing policy as the services progress.

4.2. Terms:

All our invoices are payable to Azusa, within 30 days or by the due date shown on the back of the invoice, net and without discount.

4.3. Late payment interest and penal clause:

Any sum that has not been paid by the due date will be increased, by right and without prior notice, by a contractual late payment interest of 1.5% per

month from the invoice due date until full payment has been made. Any month that has begun will be considered as a full month for calculating interest.

4.4. Right of retention:

Should the down payment or balance not be paid under the terms agreed, the work, supplies, merchandise or services may be retained as security for the sums due.

4.5. Acceleration clause:

Should payment not be made when due, by right any other sums due from the Client will be payable. Claims do not suspend the Client's obligations to pay for other deliveries.

5. DELIVERIES AND RISK TRANSFERS

5.1. In cases where a physical delivery is made (e.g. printed documents or similar), the products will be shipped at the Client's expense and transported at its risk. The risks are the Client's responsibility as soon as the order is confirmed pursuant to the article relating to orders, even when we provide the transport. For services to be provided, the Client is responsible for travel expenses and other costs for the persons involved.

5.2. Unless otherwise agreed by the parties, documents, merchandise, projects, etc. belonging to the Client that are on Azusa's premises are there at the Client's risk. The latter explicitly releases Azusa from any miscellaneous liability, in particular in the event of total or partial loss for any reason whatsoever.

6. ACCEPTANCE AND CLAIMS

6.1. The delivery of goods or services will be considered compliant and accepted by the Client unless a claim or rejection is made by registered letter within 7 days of the delivery. If applicable, if the Client fails to take delivery, the 7-day period starts from receipt of the invoice. In the absence of any dispute according to the aforementioned rules, the Client will be considered to have unconditionally accepted the product or service delivered and the invoice.

6.2. The use of part of the supply (goods or services) by right means acceptance of the whole supply. Defects in part of the delivery/service do not entitle the Client to refuse the whole delivery/service.

6.3. In general, and unless explicitly stated otherwise, Azusa declines any responsibility for loss or damage of any kind whatsoever (direct or indirect, material or immaterial) resulting from execution of the Contract and/or the use of its website. Under no circumstances can Azusa be held liable for indirect damage, in particular, the loss of data, hardware and software or time, financial or commercial damage, profit loss, the increase in general costs, etc.

7. SUSPENSION OF OBLIGATIONS

7.1. Should the Client fail to either execute its obligations that are necessary for the smooth execution of the assignment entrusted to Azusa, or to pay the invoices under the conditions stipulated in article 4, Azusa may suspend the execution of its obligations without this suspension constituting termination.

7.2. When the Client's obligations have been fully executed, Azusa will be free to resume the execution of its contractual obligations, without prejudice to price changes and the lead times potentially arising as a consequence. Furthermore, should the non-execution mentioned in the

first paragraph continue either fully or in part for a period of 45 days following notice. Azusa may consider this agreement to be terminated by right to the sole prejudice and detriment of the Client.

8. GUARANTEES

8.1. Notwithstanding the payment terms provided for contractually or pursuant to these general terms and conditions, any deterioration of the Client's credit may entitle Azusa to require guarantees or early payment, before the execution of the orders received.

8.2. The Client guarantees Azusa against any third-party claims relating to works, documents, information, or elements that it has provided for the execution of our assignment.

8.3. All visual and textual content is reproduced at the Client's sole liability, as it undertakes to obtain all authorisations for reproduction. The Client will be liable for all the costs and compensation that may result from its negligence in this matter.

8.4. Azusa cannot under any circumstances be considered as responsible for the content and form of the advertising message that is the Client's responsibility.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Unless otherwise stipulated explicitly, Azusa remains the sole owner of copyrights and related rights to works and services carried out within the framework of the assignment entrusted to it. The same applies for any other item subject to literary, artistic and industrial ownership.

9.2. The Client can under no circumstances exploit, use or modify any part of the aforementioned creations, without Azusa's prior and written authorisation, for the duration of the contract until it expires. Any transfer of the aforementioned rights must be subject to a separate agreement. The transfer of intellectual property rights allowed to the Client by Azusa for works created during the contractual period of collaboration does not include, unless stipulated explicitly, the transfer of rights for use by the Client beyond the contractual period of collaboration.

9.3. The original media of the products and services ordered (in particular, but not exhaustively, drafts, drawings, photos, films, pictures, logos, visuals, graphics, texts, etc.) remain the property of Azusa, which, unless otherwise stipulated, may be destroyed or deleted 2 years after product delivery.

10. CONFIDENTIALITY

At the Client's request, a confidentiality agreement may be signed.

11. FORCE MAJEURE

11.1. In general, cases of force majeure are considered to be all circumstances that prevent, reduce or delay execution of the order or which cause excessive hindrance to the execution of our obligations.

11.2. Cases of force majeure release Azusa from all responsibility and offer it the possibility, depending on the case, to either reduce its obligations, to terminate the contract or to suspend its execution without being liable for any compensation.

11.3. The following are considered as cases of force majeure, without this list being exhaustive: unfavourable weather conditions, technical problems, IT problems, accidents, denials of access and administrative

or contractual refusals, illnesses or unavailability, strikes, company occupations, wars, protests or any other state of emergency.

12. DISPUTES AND APPLICABLE LAW

12.1. Any potential dispute relating to the Terms and Conditions will be first, and insofar as possible, settled amicably.

12.2. Canadian law will apply.

13. INVALIDITY OF A CLAUSE

13.1. If a provision in these Terms and Conditions is invalid or contrary to a mandatory rule or public policy, this will not affect the validity of the other provisions of these Terms and Conditions, nor the Contract as a whole. Azusa will make every effort to replace said provision with another valid and compliant provision which, given financial, legal and commercial limitations, may achieve the same goals as the clause that was declared invalid or contrary to a mandatory rule or public policy.

13.2. Failure to exercise a right under these Terms and Conditions or tolerating the non-execution or a breach of one of these provisions cannot under any circumstances be considered as permanently foregoing this right or any resulting claims.