

# STUDIO DORON EDUT

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## TERMS AND CONDITIONS

**Introduction:** These terms and conditions ("the Terms") govern every contract made between Studio Doron Edut ("the Studio") for the supply of goods and services by the Studio to any person, firm or company ("the Client"). The Terms prevail over any written terms and conditions of the client. Any variation to the Terms must be agreed in writing by the Studio. All contracts between the Studio and the Client will be governed by the State of Israel law and the parties agree to submit to the exclusive jurisdiction of the State of Israel Courts.

**Account Customers:** Accounts are opened subject to status. Accounts must be operated within an agreed credit limit. All invoices must be settled within 30 days. If the customer fails to pay any invoice by the due date, interest shall become payable on all overdue amounts calculated at a daily rate equivalent to 8% per annum above the base rate of the Bank Israel, and the client will be liable to reimburse to the Company all costs and expenses, including legal costs incurred in the collection of any overdue amount. All and any discounts arranged only apply to 30 day settlement. Any invoice dispute must be raised within 30 days.

**New Account Customers:** Until an account is opened personal settlement is required upon collection of orders, in cash or cheque, and is to be supported by banker's card up to stated limit.

**Price and payment:** The Client will pay the Studio the price set out in the Studio's current price list which the Studio can change at any time, plus VAT at the current rate. Invoices from the Studio to the client for supply of goods or services should be paid in full within 30 days of the date of the invoice by cheque, direct transfer or credit card, goods or services must be paid for on collection of the completed job. Payment can be made by cheque, credit card or cash. The Studio reserves the right (without disclosing a reason) to demand payment for work on collection at any time. The client will pay the Studio any expenses incurred by the Studio in connection with the recovery of monies outstanding (including legal costs on an indemnity basis).

**Ordering:** Orders for work must be given in writing to the Studio by the Client. If the Studio accepts a verbal order from the Client then the studio will not be held responsible for any mistakes (made by either party) arising from a verbal order. The studio reserves the right to refuse to accept any order.

**Quotations:** All quotations given by the studio will be valid for 30 days from the date of the quotation. If the Client's final order changes from the original specification made for the quotation, the studio reserves the right to vary the quotation.

**Liability:** The Client must contact the studio concerning details of an invoice within 30 days of the date of the invoice. The studio's liability to the Client or any other party for the loss (including theft) or destruction or damage to any materials provided by the Client which are deposited with the studio for whatever reason: Will be limited to the replacement cost of the actual material and; the studio will not be liable for the cost of re-shooting or re-printing the material contained on the material and; the studio will not be liable for any loss or damage to the Client or any other party including loss of income and; It is the Client's responsibility to insure against such loss and damage. Whilst every possible care is taken with your material, we do not accept any liability beyond the cost of replacing the raw material, whether as a result of negligence by the studio, its servants, agents or sub-contractors or otherwise. Clients are advised to arrange their own insurance for material of substantial value. The studio will not be liable for failing to complete any contract between the studio and the Client due to circumstances beyond the studio's control including loss of power supply, machine breakdown, fire, storm, flood, act of God, war, terror act, civil disturbance, loss of materials.

**Color balancing:** the studio will, if requested by the Client scan images to a color balance provided by the Client by way of reference prints or polaroids. If no such request or reference material is provided by the client, the studio will scan the images. If no such request or reference material is provided by the client, the studio will use its own 'judgement' for color balancing. The studio will not accept liability for loss or damage to the Client resulting from the studio's own 'judgement' for color balancing.

**Uncollected work:** If any items of work including prints and original film belonging to a Client is not collected after 12 months of the requested work being done, the studio reserve the right to dispose of such material.

**Archiving of Digital Material:** The studio will only archive completed digital images if requested by the client in writing. It is the responsibility of the client to ensure they have copies of the finished images. There will be a charge for retrieving files from the digital archive. The studio claims no responsibility for ensuring the digital archive is secure and does not guarantee safe storage of images.

**Copyright and moral rights:** The studio claims no copyright in material submitted to the studio by virtue of work undertaken by the studio on behalf of the Client. The Client warrants that the Client owns or controls all rights, has obtained all copyright, or has permissions, consents and waivers that as are now and hereafter required for all copying, processing, scanning, printing and manipulation to be undertaken by the studio. The Client also warrants that no copyright or moral rights will be infringed by the studio carrying out the requested work. The Client agrees to indemnify the studio against all losses, damages, claims or expenses which the studio may incur by virtue of any breach of the above warranties. **Studio Doron Edut will hold copyright of the works made at the Studio if client fails to pay by due date.**

**Turnaround times:** Turnaround times which are quoted are normal target times only and the studio accepts no liability for failure to meet these times.

**FTP and Email Transmission:** We will not accept liability for un-transmissible data either via email or FTP. It is solely the responsibility of the client to insure the correct FTP/Email information is given to the studio.

**Applicable Law and Jurisdiction:** This agreement shall be governed by the State of Israel law and the parties submit to the exclusive jurisdiction of the State of Israel courts. The studio and the client acknowledge that this document constitutes the entire agreement between them with respect to the subject matter hereof and supersedes any prior agreement or arrangement.

**Further information:** Further information about the studio, its services, prices and directions to the studio can be obtained by calling Doron Edut on +972-3-5600979 #100