

The Terms and Conditions of Sales have been established exclusively by PRIMEVOICES.A.R.L., located at No. 5 Allée des Chevreuils, Les Lys, Parc Teritaire de Bois Dieu, 69380 Lissieu, France. This company is listed in the Trade Register of Lyon under No. 433 917 234. For the purposes of this document, PRIMEVOICES.A.R.L., will be referred to as “PRIMEVOICES” and all other persons or companies wishing to make an order via the PRIMEVOICES website or through e-mail or telephonestill be referred to as the “Buyer.”

Object

Terms and Conditions of Sales define the relationship between PRIMEVOICES and the Buyer with regards to any and all products and services offered on the PRIMEVOICES website.

The acquisition of an audiovisual service or consulting service through the PRIMEVOICES website implies that the Terms and Conditions of Sales are pre-approved and agreed to by the Buyer.

These Terms and Conditions of Sales supersede all other terms and conditions or any other agreements made by PRIMEVOICES.

PRIMEVOICES has the right to modify these Terms and Conditions of Sales at its discretion without notice. Should this occur, the conditions that were in place at the time and date of the order will apply.

Description of services

The audio and video recording services, post-productions and consulting services are described in full at the PRIMEVOICES website.

Services are available during French office hours 9 to 12 and 13 to 18, excluding holidays.

The voice samples from voice actors contained in the PRIMEVOICES website are genuine but do not ensure a perfect reproduction of real voices or the artistic possibilities of the actors.

The audio samples and the videos of the PRIMEVOICES website do not represent the audio or the video quality provided by PRIMEVOICES.

Price

The rates contained in the quotes are tax-free prices in Euros. For French companies, a VAT tax is applied on the day of the order. Non-French companies will not pay a VAT tax. However, according to EU regulations, EU companies should supply a VAT number to avoid paying the VAT tax. PRIMEVOICES will include that VAT number on the invoice to the EU customer.

PRIMEVOICES has the right to modify prices at its discretion without notice.

The listed prices do not include any additional costs for handling, technical costs, transportation and delivery of the orders. The Buyer should expect to see them added to the invoice.

Quotes

The prices given by PRIMEVOICES are based on the information provided by the Buyer related to the audiovisual projects when the quote request is done by telephone or by e-mail.

To establish a quote for an audio recording service, the Buyer must communicate directly with PRIMEVOICES and provide the following:

- The duration of reading time in minutes
- The word count of the script
- The number and names of the actors
- The languages, format and specifications of the audio or video files
- The media used for broadcasting (TV and radio station, website, etc)
- The script, including any brands mentioned

The author's copyrights or buyout release are due if the recording will be broadcast. Similarly commercial rights are due when recording is used commercially.

Locations

PRIMEVOICES audiovisual services can be ordered via our website and are therefore accessible to Buyers all around the world.

Orders

The Buyer who wishes to order an audiovisual service or to consult PRIMEVOICES must:

- Provide all requested information or provide a client number, if there is one
- Provide a VAT number
- Send a purchase order, a document or an e-mail specifying details of the service that is requested to PRIMEVOICES
- Send the script, audio or video to be voiced-over
- Provide precise instructions concerning the audio and video format as well as other relevant technical specifications
- Provide a pronunciation guideline, specifically a list containing the phonetics showing how to pronounce brands or terminologies contained in the script
- Provide clear artistic instructions as to the tone and style to be adopted by the actor during the recording and provide audio and video references if needed
- Designate a person from the company who can provide pronunciation guidelines and other assistance on request for controversial words or names
- Confirm the order by e-mail after having it verified
- Accept PRIMEVOICES payment terms as described below

Confirmation of the order means an acceptance of PRIMEVOICES's Terms and Conditions of Sales.

The written confirmation by e-mail constitutes proof of the transaction and acceptance of the negotiated services. The Buyer's confirmation email must include the name and signature of the company's representative as well as the date signed.

PRIMEVOICES will also confirm the order by e-mail.

PRIMEVOICES has the right to refuse any orders proposed by the Buyer which could be considered inappropriate, embarrassing, unethical or which do not meet our quality criteria.

Guarantees

PRIMEVOICES will fix free of charge any incorrect pronunciation of words and brand names by the voice actor ONLY in cases where the Buyer had provided clear instructions beforehand. Retakes for missing words or expressions will not be charged if instructions were given in the script sent by the Buyer.

Errors in recording and post-production will be corrected by PRIMEVOICES without charge, under the condition that the Buyer informs PRIMEVOICES about the issues within five (5) days after delivery day.

If the actor's errors are discovered after five (5) days, the issue will be considered as author changes, add-ons, additional lines or modifications made by the author. In these cases, all related costs, including the cost of the studio, taxes and the actor's fee will be charged.

In cases of script modification or a change in technical specifications PRIOR to the recording, PRIMEVOICES will not charge a retake fee.

Audios or videos damaged or corrupted during the recording or post-production phases will be repaired free of charge.

Confidentiality

PRIMEVOICES will engage in a Non-Disclosure Agreement with the Buyer if required. If no NDA is signed, PRIMEVOICES will strictly ensure full confidentiality during and after the execution of audiovisual performances, as well as in the course of providing information, documents, data, and numbers related to the products or services contained in the recordings.

Payment Terms

Payment is due upon receipt of invoice by the Buyer.

For the orders of amounts less than 1,000€, the payment should be made in advance using exclusively VISA or MasterCard cards.

The debit or credit card used by the Buyer will be charged only after the completion of the audiovisual services—that is, when the client has downloaded the files.

The data related to the debit or credit card of the Buyer are securely protected when making the order. No third party will have access to the information. PRIMEVOICES does not keep customers' credit card records.

PRIMEVOICES may accept other ways of payment, such as a bank wire transfer, check or PayPal.

In the case of a wire transfer or check, the Buyer must pay the full amount for orders less than 1,000€. Funds must be credited to PRIMEVOICES's account before the scheduled recording session can begin.

The bank costs of wire transfers are payable in full by the Buyer. All checks must be written in Euros and made out to PRIMEVOICES S.A.R.L.

PRIMEVOICES has the right to require an additional 4% commission fee if the payment is made through PayPal.

Orders equal to or more than 1,000€ require a down payment of 30% by new Buyers before the project can begin.

The Buyer must pay the balance of 70% once the audiovisual service is delivered, unless a different prior arrangement was made.

Regular Buyers in good financial standing may be permitted to defer their payment to PRIMEVOICES for a period not exceeding 30 days after the completion and delivery of audio or video files.

After supplying audiovisual or consulting services, PRIMEVOICES will send a soft copy of the bill to the Buyer by e-mail.

At the Buyer's request, a paper bill can be sent by regular mail.

The payment terms can be modified without notice.

Delayed payment

In the case of unpaid orders of less than 1,000€, PRIMEVOICES will suspend distribution of the audiovisual services requested by the Buyer until the day the payment is received.

The order will be cancelled when the Buyer continues to delay or refuse payment to PRIMEVOICES, or if the Buyer does not pay the 30% of the amount for jobs of over 1000€.

It will also be considered an unsettled payment to PRIMEVOICES if the remaining 70% of the price isn't paid within a maximum of 30 days from the date of the delivery of audiovisual services.

In the situation of late payment in accordance with French law 2012-387 of 22 March 2012, the Buyer must pay to PRIMEVOICES a penalty of 40€ for interest and recovery costs.

PRIMEVOICES may require additional reimbursement if the recovery costs exceed 40€ (for example, the involvement of a debt-collection company to recover any debts).

In the case of a late payment, rate penalties equal to three times the rate of the legal interest will be applied.

Where no rate is estimated, the interest rate will be equal to that currently used by the Central European Bank increased by 10 basic points.

Any audiovisual production including the voice actors' rights remain the integral property of PRIMEVOICES until all due amounts are paid.

Deliveries

The delivery of files will be made through FTP to the Buyer's email or, in the case of a DVD or hard disc, to the physical address indicated in the order.

In case of damage during the transport of the DVD or hard disc, complaints must be made within three (3) days of the day of delivery.

Expected delivery times are indicated on the PRIMEVOICES website; however if delivery has not been made after thirty days, the contract can be cancelled and the Buyer will be reimbursed in full.

Responsibility

PRIMEVOICES is not obligated or responsible for any damage to the Buyer's property resulting from the use of the Internet, such as loss of data, viruses, intrusions, failed service, or other problems that could occur during the online sales process, which includes all activity from the initial contact, the exchange of materials, and final delivery of products.

Intellectual propriety

All of the elements of the PRIMEVOICES website remain exclusively the intellectual property of PRIMEVOICES.

No one is authorized to reproduce, exploit, rebroadcast, or to use in any capacity whatsoever, not even partially, the elements contained in the PRIMEVOICES website. The reproduction of audio, video, pictures, design or any text contained in PRIMEVOICES website is forbidden.

Permission to use links pointing to the PRIMEVOICES site should be formally requested prior to use.

Use of personal, company data

According to the French law relating to information and data processing from January 6, 1978, the personal and company information related to the Buyer will not be communicated or sold to third parties.

PRIMEVOICES has the right to collect information from the Buyer including through the use of cookies.

Buyers have the right to access and correct any of their data as processed by PRIMEVOICES in accordance to the law of January 6, 1978.

Proof archiving

PRIMEVOICES will archive the orders and invoices on a reliable and durable support according to the guidelines of article 1348 of the French civil code.

The records related to the transaction will be considered proof of the communications.

Settlement of disputes

The French law supersedes the conditions of online sales.

In case of disputes, liability will be determined by the courts of the jurisdiction of Lyon.