

General terms and conditions of sale

1. The implementation service includes everything explicitly listed in the work description. As a corollary, it does not include anything that is not described in this same field.
2. Unless an additional payment period is agreed between the two parties and indicated on the invoice, payment must be made no later than the 30th day following the invoice date. Any delay in payment may give rise to late payment penalties payable without reminder, at the rate of 10% of the total invoice per month of delay (fight against late payment/article 53 of the NRE law), as well as a fixed indemnity of 40 USD..
3. Payments may be made by bank transfer or via Wise. For international payments, the Client is responsible for any bank or transfer fees applied on their side. The full invoiced amount must be received. When possible, the Client is encouraged to use Wise, as this method minimizes fees and ensures the exact amount is received. No discount for early payment.
4. In accordance with the French Code of Intellectual Property (articles L. 121-1 to L. 121-9), only the economic rights explicitly set out in the conditions of assignment will be transferred to the customer for the work described, to the exclusion of all others, and within the limits also set out therein. It should be noted that the moral rights of a creation (including, among other things, the right to respect for the work and the right to respect for the author's name) are perpetual and imprescriptible. Any representation or reproduction, in whole or in part, made without the consent of the author or his successors in title is unlawful, and punishable under the laws governing infringement of copyright.
5. The totality of the production and related rights, subject of the present order, shall remain the full and exclusive property of Diane Rottner as long as the invoices issued by Diane Rottner have not been paid in full by the client company, up to the total amount of the order and any amendments made in the course of the service. As a corollary, the client company shall become the owner of the rights assigned as of the final and balancing payment of all invoices issued by Diane Rottner in connection with the order.
6. In the event of project cancellation by the Client at any stage, all work completed up to the date of written cancellation notice shall be billed at the agreed hourly rate of USD 80/hour. The Client shall receive the work produced up to that point (sketches, drafts, or finals, as applicable) upon receipt of full payment for hours worked.

The deposit paid at project initiation is non-refundable and will be applied to the total amount due. If the hours worked exceed the deposit amount, the Client shall pay the outstanding balance within 15 days of the cancellation notice. If the hours worked are less than the deposit amount, no refund will be issued. Cancellation must be communicated in writing (email accepted). Work will cease upon receipt of the cancellation notice.
7. Right of Withdrawal & Refund Policy: In accordance with applicable consumer protection laws, services involving custom-made or personalized artwork/illustrations are strictly non-refundable once production or preliminary work has commenced. As all services provided by Diane Rottner are fully personalized and tailored to the Client's specifications, the statutory right of withdrawal does not apply once the order is confirmed and work has started. Deposits are non-refundable under all circumstances, as detailed in Section 6.
8. Source files (including but not limited to layered files, editable vector files, fonts, linked assets, and any other working files) are not included in the deliverables of this project. Should the Client require source files, this will be subject to a separate written estimate and invoice. Source files will only be delivered upon full payment of said invoice. This applies at any stage of the project. Requests for source files mid-project do not alter the terms of the original agreement and will not be fulfilled outside of this process.
9. Diane Rottner reserves the right to mention her work for the client company as a reference, strictly within the framework of her business development, external communication and advertising activities. Presentation of textual or iconographic extracts from the works concerned require written approval from the client.
10. The client company assumes full and complete responsibility for the choices made in terms of textual and iconographic content appearing in the work delivered by Diane Rottner, as well as for the use that will be made of it, and in particular for the conformity of the work to the company's own standards.