

DOCUMENT CONTRACTUAL

General Terms and Conditions of Sale

Methylene Consulting

Contractual document governing the services of website creation, redesign, development, maintenance, audit and digital support offered by Methylene Consulting.

ARTICLE 1

Service provider identity

These General Terms and Conditions of Sale (the "T&Cs") govern the services provided by:

Name	Adrien Godel
Status	Sole proprietor
Trade name	Methylene Consulting
SIREN	534 243 977
SIRET	534 243 977 00020
Address	30 Rue Frédéric Mistral, 13980 Alleins - France
Email	contact@methylene-consulting.fr
Website	www.methylene-consulting.fr

ARTICLE 2

Purpose and scope

These T&Cs define the conditions under which Methylene Consulting provides professional or private clients with services in the following areas:

- website creation;
- website redesign;
- graphic design, visual identity, web design and UX/UI;
- custom web development;
- digital audits;
- SEO audits;
- one-off SEO optimization;
- monthly or recurring SEO support;
- corrective, preventive or evolutionary maintenance;
- hosting, domain names, setup and management of third-party services;
- consulting, support, digital strategy and training;
- content integration or formatting;
- and more generally, any digital service offered by Methylene Consulting.

These T&Cs apply to every order placed with Methylene Consulting unless otherwise provided for in a quotation, special terms or a specific contract accepted by the client.

ARTICLE 3

Contractual documents

The applicable contractual documents are, in descending order of priority:

- the quotation, special terms or signed contract;
- these T&Cs;
- additional written exchanges that do not conflict with the above documents.

In the event of any inconsistency between several documents, the higher-ranking document shall prevail.

ARTICLE 4

Formation of the contract

Any service is preceded by a quotation, commercial proposal or written document specifying at least the nature of the service, its scope and its price.

The order becomes final and binding as of the earliest of the following dates:

- signature of the quotation or contract;
- clear and unequivocal acceptance by email;
- payment of any required deposit;
- express request to begin performance;
- effective start of the service at the client's request.

The client acknowledges having read these T&Cs before entering into the contract and accepts them without reservation.

ARTICLE 5

Description of the services

The details of the ordered services are set out in the quotation or in the special terms.

Unless expressly stated otherwise, each service is limited to the scope described in the quotation. The client acknowledges that anything not expressly mentioned is deemed excluded.

In particular, the following may be excluded unless otherwise stated:

- full copywriting;
 - translation;
 - purchase of photos, fonts, themes, plugins, APIs, licenses or subscriptions;
 - hosting and domain names;
 - advertising campaigns;
 - maintenance after delivery;
 - additional developments requested after approval;
 - continuous updates;
 - advanced SEO or monthly follow-up;
 - full legal compliance of the website;
 - full regulatory accessibility compliance;
 - unlimited support.
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ARTICLE 6

Information and materials provided by the client

The client undertakes to provide, in due time, all elements required for the performance of the service, including in particular:

- texts;
- images;
- logos;
- technical credentials and access details;
- legal information;
- content to be integrated;
- approvals;
- business instructions.

The client warrants that it holds all necessary rights to the materials provided to Methylene Consulting.

The client remains solely responsible for the legality, accuracy, use and compliance of all content, data, documents, trademarks, images, visuals, texts or information supplied

A R T I C L E 7

Performance of the services

Services are performed in accordance with the accepted quotation and under a best-efforts obligation.

Any deadlines mentioned are indicative only, unless otherwise expressly agreed in writing. They depend in particular on:

- the client's responsiveness;
- the complete provision of content and access credentials;
- intermediate approvals;
- the project's actual complexity;
- technical constraints;
- the availability or stability of third-party services.

Methylene Consulting shall not be liable for delays attributable to the client, a third-party provider, a host, an external platform or an event of force majeure.

A R T I C L E 8

Approval, acceptance testing and corrections

The client undertakes to review the delivered items and notify any observations within the period specified in the quotation or, failing that, within 7 calendar days from their delivery, presentation or availability.

If no feedback is received within that period, the deliverable may be deemed approved.

Corrections included in the price are only those expressly provided for in the quotation. Any additional request, any creative redirection or any substantial change after validation of a stage may give rise to additional invoicing.

A R T I C L E 9

Delivery

Depending on the service, delivery may take one of the following forms:

- delivery of mockups;
- transfer of files;
- publishing online;
- transfer of access credentials;
- deployment to a server;
- delivery of a report, audit or digital deliverable;
- delivery of source files.

Unless otherwise stated, publication, handover of access credentials or transmission of the final deliverable constitutes delivery.

In the absence of a maintenance or managed-services agreement, the assignment is deemed completed upon delivery, subject to full payment.

From the time of delivery, and unless otherwise agreed in writing, the client becomes responsible for keeping access credentials safe, making backups, renewing domain names, hosting, licenses and subscriptions, maintaining routine security of the delivered environment and handling routine updates not included in the service

Hosting, domain names, licenses and third-party services

Depending on the situation, Methylene Consulting may recommend, configure, manage or assist the client with third-party services, including:

- hosting;
- domain names;
- email services;
- plugins;
- themes;
- licenses;
- SaaS tools;
- APIs;
- external solutions.

Unless otherwise agreed in writing, such costs remain payable by the client.

When Methylene Consulting manages them as part of a package, bundled offer, commercial discount or upfront payment, this does not constitute a permanent assumption of cost nor any guarantee regarding third-party services.

Methylene Consulting shall not be liable for outages, feature removals, price changes, vulnerabilities, incompatibilities or unavailability attributable to a third-party provider.

Maintenance

Maintenance or managed services are included only if expressly provided for in the quotation or in a separate agreement.

They may take the form of:

- a monthly subscription;
- a flat-rate package;
- a time bank;
- one-off interventions.

In the absence of a maintenance offer, any post-delivery intervention will be subject to new invoicing.

Unless otherwise stated, maintenance does not include:

- major redesigns;
- new features;
- permanent availability;
- on-call services;
- corrections made necessary by a third-party service;
- unplanned content changes;
- incidents caused by misuse, third-party access or changes made without Methylene Consulting's involvement.

ARTICLE 12

SEO services

SEO, audit, optimization or search-engine-support services are provided under a best-efforts obligation and not an obligation to achieve a specific result.

In particular, Methylene Consulting does not guarantee:

- any specific ranking on Google or any other search engine;
- any minimum traffic volume;
- any number of leads;
- any quantified progression;
- any precise timeframe for results.

The client acknowledges that SEO results depend on many external or only partially controllable factors, including search-engine algorithms, competition, domain age, content quality, the website's technical history, backlinks, editorial choices and the actual implementation of the recommendations.

ARTICLE 13

Prices

Prices are stated in the quotation.

As Methylene Consulting operates under the French VAT franchise regime (franchise en base de TVA), services are invoiced without VAT. The amounts indicated therefore correspond to the total amount payable by the client.

The following statement appears on the provider's invoices and commercial documents:

VAT not applicable, article 293 B of the French General Tax Code

Any additional service, request outside the agreed scope or change in the initial need may give rise to a supplementary quotation or additional invoicing.

ARTICLE 14

Deposit

Methylene Consulting may decide not to require a deposit for certain simple, occasional, short-term or low-commitment assignments.

However, for significant projects, long assignments, custom services, major redesigns, complex developments or any assignment requiring substantial working time or major scheduling reservation, Methylene Consulting reserves the right to request a deposit, the amount of which is specified in the quotation.

As an indication, this deposit may in practice represent 40% of the total amount of the order.

Any amount requested for this purpose is expressly designated as a deposit in the quotation.

ARTICLE 15

Invoicing and payment

Invoices are issued according to the terms provided for in the quotation, including in particular:

- upon order placement;
- at one or more milestones;
- upon delivery;
- upon publication online;
- according to an agreed schedule.

Payment shall be made by bank transfer only.

Unless otherwise agreed, invoices are payable within 7 days from receipt.

Late payment

16.1 Business clients

In the event of late payment by a business client, late-payment penalties shall be due automatically, without prior reminder, from the day following the payment date stated on the invoice or, failing that, the agreed due date.

The applicable late-payment penalty rate is equal to three times the legal interest rate in force. The fixed statutory compensation of 40 euros for collection costs is also automatically due for each invoice paid late.

If the actual collection costs incurred exceed this fixed compensation, additional compensation may be claimed upon proof.

16.2 Private clients

In the event of late payment by a private client, Methylene Consulting may claim the amounts due together with any interest or charges legally applicable.

16.3 Amicable settlement

Before initiating any legal proceedings, the parties undertake to seek an amicable solution whenever possible.

Suspension of the services

Methylene Consulting may suspend performance of the service in the event of:

- non-payment or late payment;
- failure to provide the necessary materials;
- prolonged blockage on the client's side;
- an out-of-scope request that has not been regularized;
- technical impossibility beyond its control.

Such suspension shall not be considered a fault on the part of the provider.

In the event of a prolonged absence of response, approval or transmission of the necessary materials despite a written reminder, Methylene Consulting may suspend the assignment until regularization.

After an interruption attributable to the client, work will resume according to the provider's availability at that time and may require the original schedule to be replanned.

Work already performed, time spent and, where applicable, reserved planning time may be invoiced.

In the event of continued inactivity for more than 60 calendar days after a written reminder that remains unanswered, Methylene Consulting may consider the assignment dormant or administratively closed. Any later resumption may require a new schedule and, if the context or scope has changed, an additional quotation.

Cancellation and termination

In the event of cancellation after acceptance of the order, Methylene Consulting may invoice:

- services already performed;
- time spent;
- purchases already made;
- costs already incurred;
- where applicable, the portion of the schedule that was reserved and blocked.

In the event of a serious breach by either party of its obligations, the other party may terminate the contract after formal notice remains ineffective within a reasonable period.

For recurring services, especially maintenance, the duration, renewal and termination terms are specified in the quotation or in the specific contract.

Intellectual property

Methylene Consulting remains the owner of its methods, templates, tools, reusable components, libraries, structures, know-how and pre-existing elements.

Rights to deliverables created specifically for the client are assigned or licensed only after full payment of the sums due.

Source files are delivered to the client, in line with Methylene Consulting's commercial positioning. However, such delivery does not imply an unlimited transfer of pre-existing elements, internal tools, generic components or items subject to third-party rights.

The client shall not use the deliverables beyond the rights actually transferred or before full payment has been made.

Commercial references and portfolio

Unless the client objects in writing beforehand, Methylene Consulting is authorized to mention the collaboration as a commercial reference and to present the work in its portfolio, on its website or in its communication materials, including by means of:

- the client's name;
- the client's logo;
- a concise description of the assignment;
- screenshots or visuals of the delivered project.

No sensitive confidential information will be published without the client's consent.

Confidentiality

Each party undertakes to keep confidential any non-public information received in connection with the contractual relationship.

This obligation does not apply to information that:

- is already public;
 - was already lawfully known;
 - was lawfully obtained from a third party;
 - must be disclosed by law or by a competent authority.
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ARTICLE 22

Personal data

Methylene Consulting may process personal data in connection with:

- commercial management;
- the client relationship;
- invoicing;
- technical performance of the services;
- support.

Each party undertakes to comply with the applicable personal-data protection regulations within the limits of its role and obligations.

Where Methylene Consulting acts, on behalf of the client, on a website, tool, form or service containing personal data, the client remains, unless otherwise stipulated in writing and subject to the legal qualification actually applicable, the controller of the data concerned.

In particular, it is the client's responsibility to define the purposes pursued, the legal basis for the processing, the information to be provided to data subjects and the applicable retention periods. In that case, Methylene Consulting acts in principle as a technical service provider for the sole operations necessary to perform the assignment and within the limits of the access entrusted to it.

If required by the nature of the assignment, additional specific provisions may be agreed between the parties.

ARTICLE 23

Liability

Methylene Consulting is bound only by a best-efforts obligation.

Its liability may be engaged only in the event of a proven, direct and exclusive fault in the performance of the service.

In particular, Methylene Consulting shall not be liable for:

- indirect damages;
- third-party service failures;
- loss of turnover;
- the client's strategic choices;
- loss of opportunity;
- content provided by the client;
- loss of data attributable to a third party or to the client's failure to make backups;
- non-compliant use of the deliverables;
- the absence of commercial or SEO results.

Unless mandatory law provides otherwise, Methylene Consulting's total liability is limited to the amount actually paid by the client for the disputed service.

A R T I C L E 2 4

Private clients: right of withdrawal

Where a private client enters into a distance contract or a contract concluded off-premises, the client in principle benefits from a 14-day right of withdrawal from the date the contract is concluded.

If the client wishes performance of the service to begin before the end of the withdrawal period, the client must expressly request this and expressly acknowledge that, if the service is fully performed before the end of that period, the client will no longer be able to exercise the right of withdrawal.

If the service has begun before the end of the withdrawal period at the client's express request, and the client nevertheless exercises the right of withdrawal before full performance, the client shall remain liable for an amount corresponding to the service provided up to the date the withdrawal decision is communicated.

A R T I C L E 2 5

Standard withdrawal form

To be sent to:

Methylene Consulting - Adrien Godel
30 Rue Frédéric Mistral, 13980 Alleins - France
contact@methylene-consulting.fr

I hereby give notice of my withdrawal from the contract relating to the following service:

Service: [to be completed]

Ordered on: [date]

Client name: [name]

Client address: [address]

Client email: [email]

Date: [date]

Client signature: (only in the case of paper submission)

ARTICLE 26

Private clients: consumer mediation

In accordance with articles L.611-1 et seq. of the French Consumer Code, a private client has the right to use, free of charge, a consumer mediator for the amicable resolution of a dispute with Methylene Consulting after a prior written complaint has remained unresolved.

Methylene Consulting has appointed the following mediator:

Mediator CM2C - Centre de la Médiation de la Consommation des Conciliateurs de Justice

Address 49 rue de Ponthieu, 75008 Paris

Website www.cm2c.net

The client may submit a mediation request online through the mediator's website.

ARTICLE 27

Force majeure

Neither party shall be held liable for any delay or non-performance resulting from an event reasonably beyond its control, such as force majeure or an event treated as such under French law.

ARTICLE 28

Partial invalidity

If any clause of these T&Cs is declared null, unenforceable or unwritten, the remaining provisions shall remain fully in force.

ARTICLE 29

Applicable law and disputes

These T&Cs are governed by French law.

In the event of a dispute, the parties shall first endeavor to seek an amicable solution.

Failing an amicable settlement:

- private clients retain the option of referring the matter to the consumer mediator designated above before any legal action;
 - for business clients as well as private clients, the dispute may be brought before the competent courts under ordinary law.
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