



# 1. GENERAL CONDITIONS OF SALE

## 1.1 – Definitions:

**Artist:** designates the different artists who present their artworks on the Site for their exhibition and sale.

**GTC:** means thus General Trade Conditions.

User account: refers to the space reserved for storing User data.

**Artworks:** refers to the set of paintings presented on the Site by the Artists for sale.

**Parties:** means, jointly, a User and the Publisher, in connection with the realization of an online sale.

**Service:** means all services provided by the Site, both to the Artists and Users.

**User:** means the natural or legal person, individual or professional who makes an online purchase.

**Visitors:** refers to natural or legal persons, individuals or professionals who, for whatever reason, consult one or more pages of the Site without creating a User account and without benefiting from the services offered.

## 1.2 Purpose:

The purpose of these Terms and Conditions is to define the terms and conditions for the provision of a User-Artist Relationship Service.

## 1.3 Validity:

Any use of the Service implies the full, entire and unreserved acceptance of the User to the Terms and Conditions.

The Editor reserves the right to adapt or modify the Terms and Conditions at any time. For each order the applicable GTC are those in force on the day of validation of the order by the User.

Any contrary or different provision invoked by the User, in the absence of express and written acceptance by the Publisher and, if applicable, the Artist, shall be unenforceable against the latter, regardless of when it may have been made known to him. The fact for the Publisher and / or the Artist not to avail himself at a given moment of any of the provisions of the GTC cannot be interpreted as a waiver to use it later. In the case where a clause hereof would be or become void or voidable, this will not call into question the validity of the other clauses, and the clause at issue will be deemed unwritten.

## 1.4 Service:

The Service consists of a set of tools allowing (i) Artists to present their Artworks and, more generally, their work, (ii) Users to acquire Artworks and, more generally, to inform about the Artists and the art world and (iii) their connection and, more precisely, the conclusion of online sales with download of the invoice and the collection of the price in the name and on behalf of the Artist.

Sales of Artworks made via the Service are concluded directly between the Artist and the User. The Site acts as an agent of the Artists, under a contract of consignment-sale of the Artworks. He is not, in any case, reseller of the Artworks proposed by the Artists.

## 1.5 Access to the service:

Access to the Service is reserved for persons with full legal capacity.

It is subject to the acceptance of these Terms. **The User is required to check the specific box provided for this purpose, in order to accept the application of these Terms and Conditions of Use of the Service to which he wishes to access. Otherwise, access to the Service will be refused.**

In addition, the User must proceed to the opening of a User Account (hereinafter referred to as "the Registration"), enabling him to be identified.

The User agrees to provide accurate information and to update them of any changes affecting them. The User secures his User Account by choosing a username and password that are personal and that he undertakes to keep secret and not to disclose. In the event of loss, misappropriation or fraudulent use of the username and / or password, the User undertakes to inform the Publisher without delay.

Registration is for an indefinite period. The User may unsubscribe at any time by following the procedure provided for this purpose from his User Account. It may also be automatically withdrawn by the Publisher, in the event that the User violates his obligations under these Terms.

The User is solely responsible for access to the Site by his User Account, unless there is evidence of fraudulent use that would not be attributable to him.

Access to the Service involves the use of remote communication techniques does not involve additional cost.

## 1.6 Presentation of the Artworks:

The Artworks presented on the Site are the full and entire property of the Artist who presents them. They are original and unique. They do not infringe any copyright, trademark, or any other right, title or interest of intellectual property, belonging to any third party. Each has a certificate of authenticity.

The Artist is solely responsible, within the legal conditions and limits, for the Works he proposes.

The User undertakes not to do anything or to allow anything that may, in any way whatsoever, infringe the author's intellectual property rights.

## 1.7 Price of Artworks:

The prices are set by the Artist. They are indicated in Euro "all taxes included" and are payable in Euros only. The Artist has the faculty to modify the price of the Works that he presents, at any time.

## 1.8 – How to make an online purchase:

**Placing an order:** The User selects the Artworks proposed on the Site by clicking on the button provided for this purpose. The entire selection is displayed in the "Shopping Cart" tab.

At any time, before the validation of the order, the User may cancel or modify the selected Artworks, view the details, the characteristics, the quantities, the method of delivery selected, the amount to be paid, etc.

A summary of the order is presented to the User before proceeding to the payment.

The order will be final only after online payment.

**Online payment:** The validation of the payment carries validation of the order by the User.

The User must provide the necessary information for payment by credit card or bank transfer.

The payment of the Artworks is made, in a bank account opened by the Artist, on the secure payment platform MANGOPAY, a limited liability company, whose registered office is located 10 Boulevard ROYAL- L-2449 LUXEMBOURG registered in the Trade and Companies Register of LUXEMBOURG under the number B173459, approved by the Financial Sector Regulation, 110 route d'ARLON – L-1150 LUXEMBOURG.

This account is intended to receive all funds from the sale of the Artworks of the Artist account holder.

**Confirmation of the order:** An order confirmation email, bearing the Artist's execution commitment, is sent by the Site to the User after verification of the availability of the Artwork and validation of the payment by the secure payment platform.

The invoice will be available in the customer area.

The order confirmation will be archived by the Site and considered as proof of the nature of the agreement and its date.

### **Delivery – Shipping costs:**

**Terms:** Deliveries are delivered by hand against signature by the selected transport provider (unless otherwise decided by the User). The Publisher fixes with the User, by mail or telephone, the date and the delivery schedule. If, despite this precaution, the User is absent during the scheduled delivery, the package can be left with a partner relay if the User has given his prior consent. The carrier will then leave a transit advice note which will allow the User to collect his package. The transfer of ownership will then be deemed to have been acquired when the package arrives in the partner relay. Otherwise, the package will be returned to the artist, the order will be considered as canceled. The User will be refunded in accordance with the provisions of the article "Cancellation - Right of Retraction". However, the cost of returning the package will remain the User responsibility and will be charged on the amount of his refund.

In the case of an order comprising several artworks by the same artist or by different artists, these artworks will be delivered to you at once, in one or more parcels according to the specificities of the artworks.

**Fees:** Delivery charges are free for mainland France.

**Deadlines:** The delivery or delivery time of the artworks is 7 days after the validation of the order. This time is outside of weekends and holidays. However, if the artwork has not been delivered on the indicative date of delivery or, if no indication, more than 30 days after the validation of the order, the User may cancel his order by sending a registered letter with acknowledgment of receipt to the Editor appearing in section 1 hereof. The User will be refunded in accordance with the provisions of article 3.9 - Cancellation - Right of withdrawal.

**Place:** Deliveries are made in mainland France.

In the event that the User wishes to be delivered elsewhere than in mainland France, he may contact the Publisher for this purpose, the customer number appearing in the "contact" page, who undertakes to do his best efforts to achieve delivery in the country indicated, subject to any technical or administrative issue. The delivery costs will be communicated to him as soon as the place and the delivery methods will be stopped and before the validation of the order.

Deliveries made outside the European Union give rise, at the User's expense, to customs fees which will be invoiced, in addition to the order, directly by the customs services.

**Packaging:** The Artist packs the artworks according to a very precise procedure to guarantee optimal protection during transport.

**Obligations of the User.** The User agrees:

to transmit, at the time of the order, all the required information for the delivery in order to guarantee the good end (and in particular a telephone number to which the carrier can join him during the day). The User agrees, for himself or for the recipient of the order, to take delivery of the artworks at the address he indicated when ordering. At the time of delivery, the User or the

recipient of the products must be able, if requested, to prove his identity.

To check the perfect condition of the artwork (s) upon delivery

It is recalled that, once the User has taken possession of the parcel, by signing the delivery note, the risk of loss or damage is transferred to him. Therefore, it is important to:

Do not sign the delivery note before checking the contents of the package and the state of the artwork,  
Do not give in to the pressure of the delivery man, take the time to examine the artwork.

Any deterioration or deterioration of the packaging and / or the artwork must be mentioned in the delivery note.

**If the artwork does not comply with the order or is damaged, the User must refuse delivery, and must not sign the delivery note and inform the Artist by mail.** The artwork will then be returned by the carrier to the Publisher, in its original packaging carefully closed by the User, accompanied by the purchase invoice and the certificate of authenticity, at no charge to the User.

Any new delivery to replace the rejected delivery will be taken care of by the Publisher.

## 1.9 - Cancellation - Right of withdrawal:

In accordance with legal provisions, the User has the right to exercise his right of withdrawal, from the validation of the Order and until the expiry of a period of fourteen days following receipt works. If the withdrawal period expires on a Saturday, Sunday or a holiday or holiday, it is extended until the next business day.

The right of withdrawal is implemented in the "Return" tab of the Site.

The User returns the artwork (s) to the Artist at the postal address that will be communicated to him by email or telephone following the implementation of his right of withdrawal, at the latest within fourteen days of the communication of his decision to retract.

The direct cost of returning the artworks is the responsibility of the User. The User agrees to return the artwork in its original packaging properly closed or in a packaging of equivalent quality to ensure that the artwork will not be damaged during transport. The artwork must be accompanied by the purchase invoice and the certificate of authenticity. The User must also ensure the return transport of the artwork following a level of guarantees equivalent to the one used by the Artist for delivery.

**The responsibility of the User will be engaged in case of depreciation of the artworks resulting from manipulations other than those necessary to establish the nature, the characteristics and the conformity to the Order.**

The Publisher reimburses the User for all payments made, including delivery costs, as soon as the artworks are received in return by the Artist. The Publisher is not required to reimburse the additional costs if the User has expressly chosen a more expensive method of delivery than the standard delivery method proposed by the Artist. The refund will be made using the same payment method used by the User to pay for the order.

In accordance with the provisions of Article L.221-28 of the French Commercial Code, the right of withdrawal may not be exercised in cases where the artwork sold was made according to the User's specifications or clearly personalized.

## 1.10 Responsibility:

**From the Publisher** - The Publisher undertakes to provide the Services diligently and in accordance with the rules of the art, being specified that it weighs on him an obligation of means, to the exclusion of any obligation of result, this Users acknowledge and accept expressly.

The Publisher provides Artists and Users with tools and technical means enabling them to enter into a relationship for the purpose of buying and / or selling artworks through the Site. Its responsibility is limited to the provision of these means, as described herein.

The Publisher undertakes to carry out regular checks to verify the functioning and accessibility of the Site. As such, it reserves the right to temporarily interrupt access to the Site for maintenance reasons.

The Publisher cannot be held responsible for temporary difficulties or impossibilities of access to the Site resulting from external circumstances, force majeure, or due to disruption of telecommunication networks.

The Publisher reserves the right to insert on any page of the Site and any communication to Users any advertising or promotional messages in a form and under conditions of which the Publisher will be the sole judge.

The Publisher may in no way be held responsible for the technical availability of websites or mobile applications operated by third parties (including potential partners) to which the User would access through the Site.

The Publisher does not endorse any liability for the content, advertising, products and / or services available on such third-party websites and mobile sites which are reminded that they are governed by their own terms of use.

The Publisher is also not responsible for transactions between the User and any advertiser (including any potential partners) to which the User is directed through the Site and cannot be party to any possible disputes with these third parties concerning in particular the delivery of products and / or services, guarantees, declarations and any other obligations to which these third parties are held.

**From the Artist** - The Publisher acts in the name and on behalf of the Artists under a mandate of deposit and sale of works.

Artists are solely responsible, vis-à-vis the Users of all the guarantees due by sellers to purchasers, under the conditions of common law.

**It is recalled that, when acting as a legal guarantee of conformity, any consumer:**

- has a period of two years from delivery of the property to act;
- may choose between the repair or replacement of the goods, subject to the cost conditions provided for in Article L217-9 of the Consumer Code;
- is exempted from furnishing proof of the existence of the lack of conformity of the good during the twenty-four months following its delivery. It is also recalled that the legal guarantee of conformity applies independently of any commercial guarantee that may be granted.

**Any consumer may also decide to implement the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code. In this case, he can choose between the resolution of the sale or a reduction of the selling price in accordance with Article 1644 of the Civil Code.**

When the User's order relates to the artworks of several Artists, each purchase from a given Artist constituting a separate sales contract, the legal warranties apply in the same manner as above, Artist by Artist.

**From the User** - The User agrees to make a strictly personal use of the Site and the Services. He is therefore prohibited from assigning, granting or transferring all or part of his rights or obligations hereunder to any third party in any way whatsoever.

The User must take the necessary measures to save by his own means the information of his User Account that he deems necessary, of which no copy will be provided.

It is strictly forbidden to use the Services for the following purposes

- the exercise of illegal activities, fraudulent or infringing the rights or security of third parties,
- the breach of public order or the violation of the laws and regulations in force,
- intrusion into a third party's computer system or any activity likely to harm, control, interfere with, or intercept all or part of a third party's computer system, violating its integrity or security,
- the sending of unsolicited emails and / or prospecting or commercial solicitation,
- manipulations intended to improve the referencing of a third site,
- use of the Site to disseminate information or links redirecting to a third-party site,
- the aid or the encouragement, in any form and in any way, to one or more of the acts and activities described above,
- and more generally any practice diverting the Services for purposes other than those for which they were designed.

Users are strictly prohibited from copying and / or misappropriating the concept, technologies or any other element of the Site for their own or those of third parties.

Are also strictly prohibited: (i) any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Services, (ii) any intrusions or attempts of intrusions in the Publisher's systems, (iii) any diversion of resources system of the Site, (iv) any actions likely to impose a disproportionate burden on the infrastructure of the latter, (v) any breaches of the security and authentication measures, (vi) any acts likely to infringe the rights and financial, commercial or moral interests of the Publisher, Artists and / or other Users, and finally more generally (vii) any breach of these terms and conditions.

It is strictly forbidden to monetize, sell or concede all or part of the access to the Services or the Site, as well as the information that is hosted and / or shared.

In case of breach of any provision of these Terms or more generally, violation of laws and regulations in force by a User, the Publisher reserves the right to take any appropriate measure including:

- (i) suspend access to or participation in the Site and the Services of the User, the author of the breach or offense,
- (ii) delete his User Account,
- (iii) delete any Content posted on the Site,
- (iv) post on the Site any message of information that the Publisher deems useful,
- (v) notify any relevant authority,
- (vi) institute any legal action.

## **2. INTELLECTUAL PROPERTY OF THE PUBLISHER**

The systems, software, structures, infrastructures, databases and contents of any kind (texts, images, visuals, music, logos, brands, databases, etc.) used by the Publisher within the Site are protected by any intellectual property rights or rights of database producers in force. Any disassembly, decompilation, deciphering, extraction, reuse, copy and more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of the Publisher, and Artists, if any, are strictly prohibited and may be prosecuted.

## **3. SETTLEMENT OF DISPUTES**

### **3.1 Language:**

The Publisher reserves the right to translate the Site and its content into any language of its choice. However, only the French language will prevail in the event of a dispute.

### **3.2 Applicable law:**

These Terms and the Services provided are subject to French law.

### **3.3 Nullity:**

If one or more provisions of the GTC are held invalid or declared invalid under a law, regulation or following a final decision of a competent court, the other stipulations will retain their full force and their reach.

### **3.4 No Waiver:**

The fact that the Publisher does not claim a breach of the User with any of the obligations arising from these Terms cannot be interpreted for the future as a waiver of the obligation in cause.

### **3.5 Mediation:**

The User does not act for professional needs, has the right to make free use of a consumer mediator for the amicable resolution of any dispute concerning the execution of the present which would oppose it to the Publisher and / or to the Artist, under the conditions provided for in articles L611-1 et seq. and R152-1 et seq. of the French Consumer Code

He can contact for this purpose the following consumer mediator:

Center of mediation and amicable settlement of the judicial officers (Medicys) Postal address: 73 Boulevard de Clichy, 75009 Paris Email: [contact@medicys.fr](mailto:contact@medicys.fr) Phone: +33 (0) 1 49 70 15 93 <http://www.medicys.fr/index.php/consumers/>

### **3.6 Competent Jurisdiction:**

In the event that an amicable solution, including mediation, could not be found concerning any dispute as to the validity, interpretation and / or execution of the present, the competent jurisdiction will be designated in application of common law.