

LEGAL NOTICE

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GENERAL CONDITIONS OF SALE

PREAMBLE

It is defined by Works the paintings made and put on sale by the artist, whether mounted on frame or not.

The Seller is an Artist-Author making paintings for individuals, collectors and companies, marketed through his website (<https://theophile-delaine.art>).

The list and description of the works proposed by the Seller can be consulted on the aforementioned site.

Article 1: Subject Matter

These General Conditions of Sale determine the rights and obligations of the parties in connection with the online sale of Works of Art proposed by the Seller.

Article 2: General provisions

These General Terms and Conditions of Sale (GTC) govern the sales of Works of Art made through the Artist's website, and are an integral part of the Agreement between the Buyer and the Seller. They are fully enforceable against the Buyer who accepted them before placing the order.

The Seller reserves the right to modify the present, at any time by publishing a new version on its website. The applicable Terms and Conditions are those in effect on the date of payment (or the first payment in case of multiple payments) of the order. These Terms and Conditions are available on the Artist's website at the following address:

<https://www.theophile-delaine.com/gcs.pdf>

The Artist also ensures that their acceptance is clear and unreserved by setting up a check box and a validation click. The Customer declares that it has read all these General Terms and Conditions of

Sale, and, where applicable, the Special Terms and Conditions of Sale related to a product or service, and accepts them without restriction or reservation.

The Client acknowledges that it has received the necessary advice and information in order to ensure that the offer meets its needs.

The Client declares that it is able to legally contract under French law or validly represent the natural or legal person for which it is committed.

Unless proven otherwise, the information recorded by the Artist constitutes proof of all transactions.

Article 3: Price

The prices of the Works sold through the website are indicated in Euros excluding taxes precisely determined on the descriptive pages of the Works.

Customs duties or other local taxes or import duties or state taxes may be payable in certain cases. These rights and sums do not fall within the jurisdiction of the Seller. They will be the responsibility of the Buyer and fall under his responsibility (declarations, payment to the competent authorities, etc.). The Seller therefore invites the buyer to inquire about these aspects with the corresponding local authorities. The Artist reserves the right to change his prices at any time for the future. The telecommunication costs necessary for access to the Artist's websites shall be borne by the Client. If applicable also, as described below, certain delivery costs.

Article 4: Conclusion of the online contract

In accordance with the provisions of Article 1127-1 of the Civil Code, the Customer must follow a series of steps to conclude the contract electronically in order to be able to carry out his order:

-Information on the essential characteristics of the Product;

-Choice of the Product, if any, of its options;

-Indication of the Customer's essential contact details (identification, email, address...);

-Acceptance of these General Conditions of Sale;

-Verification of the control elements (double click formality) and, if necessary, correction of errors. Before proceeding with its confirmation, the Buyer has the possibility to check the details of its order, its price, and to correct any errors, or cancel its order. Confirmation of the order shall constitute this contract;

-Next, follow-up of the instructions for payment, payment of the products, then delivery of the order. The Customer will receive confirmation by e-mail of the payment of the order, as well as an acknowledgement of receipt of the order confirming it. He will receive a . pdf copy of these general conditions of sale.

During the ordering process, the customer will be able to identify any errors in the data entry and correct them. The language proposed for the conclusion of the contract is French.

The terms of the offer and the general conditions of sale are sent by email to the buyer at the time of the order and archived on the website of the Seller.

The archiving of communications, of the order, of the details of the order, as well as of the invoices is carried out on a reliable and durable medium in order to constitute a faithful and lasting copy in accordance with the provisions of Article 1360 of the Civil Code. This information may be submitted as proof of the contract.

For products delivered, delivery will be made to the address indicated by the Customer. For the purposes of proper execution of the order, the Customer undertakes to provide its truthful identification elements. The Seller reserves the right to refuse the order, for example for any abnormal request, made in bad faith or for any legitimate reason.

Article 5: Products and services

The essential characteristics of the goods, services and their respective prices are made available to the buyer on the Artist's websites, as well as, if applicable, the method of use of the product. In accordance with Article L112-1 of the Consumer Code, the consumer is informed, by means of marking, labelling, display or any other appropriate process, the prices and special conditions of the sale and performance of the services before any conclusion of the sales contract. In all cases, the total amount due by the Buyer is indicated on the order confirmation page. The selling price of the product is the one in force indicated on the day of the order, it does not include, if necessary, for example for a shipping method different from that offered by the Seller, the shipping costs invoiced in addition. These possible costs are indicated to the Buyer during the sales process, and in any case at the time of confirmation of the order. The Seller reserves the possibility to modify its prices at any time, while guaranteeing the application of the price indicated at the time of the order.

When the products or services are not executed immediately, clear information is given on the product presentation page about the delivery dates of the products or services. The customer attests to having received a detail of the delivery costs as well as the terms of payment, delivery and performance of the contract, as well as detailed information relating to the identity of the seller, his postal, telephone and electronic contact details, and its activities in the context of this sale. The Seller undertakes to honour the Customer's order within the limits of the Products available only. Failing this, the Seller shall inform the Customer accordingly; if the order has been placed, and if the Customer does not agree on a new delivery date, the Seller will refund the Customer.

The contractual information is presented in detail and in French. The parties agree that the illustrations or photographs of the products offered for sale have no contractual value. The period of validity of the offer of the Products and their prices is specified on the websites of the Artist,

Except in special circumstances, the rights granted hereunder are only granted to the natural person signing the order (or the person holding the email address communicated).

Section 6: Compliance

In accordance with Article L.411-1 of the French Consumer Code, the products offered for sale through these General Terms and Conditions meet the requirements in force relating to the safety and health of persons, the loyalty of business transactions and consumer protection. Regardless of any commercial warranty, the Seller remains liable for defects of conformity and hidden defects of the product.

In accordance with Article L.217-4, the seller delivers goods in accordance with the contract and is liable for defects in conformity existing at the time of delivery. It also answers for defects of conformity resulting from the packaging.

In accordance with the legal provisions on compliance and hidden defects (art. 1641 c. civ.), the Seller refunds or exchanges defective products or products that do not correspond to the order.

Article 7: Retention of title clause

The products remain the property of the Artist until full payment of the price.

Article 8: Terms of delivery

The works are sent to the delivery address that was indicated at the time of the order and within the indicated deadlines. These deadlines do not take into account the time required to prepare the order.

-The works, after being packaged as indicated on the respective "item" page, are mailed and insured at the value of the purchase.

-The Seller makes the transport tracking information available in the order confirmation email.

-In case of delay in delivery, the Customer has the possibility of resolving the contract under the conditions and modalities defined in Article L 138-2 of the Consumer Code. The Seller then proceeds to the reimbursement of the product and the «go» costs under the conditions of Article L 138-3 of the Consumer Code. The return costs are the responsibility of the client and the return of the works is to be carried out in their original and complete state; they must be carefully packed in the same way as to go.

The Seller recalls that when the Customer physically takes possession of the products, the risks of loss or damage of the products are transferred to him. It is the Customer's responsibility to notify the carrier of any reservations regarding the delivered product.

The delivery costs whatever the destination are offered by the Artist in accordance with the packaging mentioned in the description of the work.

If the buyer wishes to change the delivery process, either by changing the supplier or by changing the packaging (for example a canvas mounted on a chassis instead of rolled in a tube), he will have to bear the cost. To do so, he must notify the Artist by email of the desired changes so that the Artist offers him delivery costs accordingly. A quote will then be sent to the Customer and after acceptance of the order a corresponding invoice. The order is considered complete after payment of the entire invoice.

Article 9: Availability and presentation

Since the works are unique, the availability of the work is normally that displayed on the Artist's website updated as frequently as possible. However, since the works are on sale on other sites and especially on online galleries of third parties, there is always a delay before the sales information reaches the Artist. Thus, it may be that a work has just been sold while it is still marked available. If this work were to be ordered within this period, it will be proposed to the buyer either to reproduce a similar painting, including additional time-limits for production, or to choose another one, or to be refunded the entire amount paid.

Article 10: Payment

Payment is due immediately upon order, including for pre-order products. The Customer can make the payment by Paypal.

Article 11: Withdrawal period

In accordance with the provisions of Article L 221-5 of the Consumer Code, the Buyer has the right to withdraw without giving any reason, within fourteen (14) days of the date of receipt of his order.

In case of exercise of the right of withdrawal within the aforementioned period, the price of the purchased product or products and the shipping costs will be refunded, the return costs remaining at the expense of the Customer.

The return of the works are to be carried out in their original and complete state; they must be carefully packed in the same way as to go. In accordance with the legal provisions, you will find below the withdrawal form to send us by e-mail to the following address: contact@theophile-delaine.com. The withdrawal must be accompanied by a copy of the proof of receipt.

The refund will be made within 14 days after the withdrawal, after receipt of the work and finding that it has not been damaged, and is still marketable. It is the responsibility of the buyer to insure the work during transport until its reception by the artist. The latter may not be held liable for any damage incurred during transport.

Article 12: Termination of the contract

The order can be resolved by the buyer by registered letter with notice request receipt in the following cases:

- delivery of a product that does not conform to the specifications of the order;
- delivery exceeding the deadline set at the time of the order or, in the absence of a date, within 30 days of payment

Article 13: Intellectual property rights

The Artist sells his own Works of Art and guarantees the authenticity of his original works or reproduced by his services. The signatures of the work and the accompanying certificate of authenticity are the guarantee. It is agreed in all cases that the artist remains fully and unconditionally the holder of all his copyright. No assignment of intellectual property rights is made through these GTC. Any total or partial reproduction, modification or use of the work for any reason whatsoever is strictly prohibited.

Article 14 : Force majeure

The performance of the seller's obligations under these terms is suspended in the event of the occurrence of a fortuitous event or force majeure that would prevent performance (fire, disasters). The seller will notify the customer of the occurrence of such an event as soon as possible.

Article 15 : Nullité et modification du contrat

If one of the stipulations of this contract were canceled, this nullity would not entail the nullity of the other stipulations which will remain in force between the parties. Any contractual modification is only valid after a written and signed agreement of the parties.

Article 16 : Protection des données personnelles

In accordance with Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the Seller sets up a processing of personal data which purpose the sale and delivery of products and services defined in this contract. The Buyer is informed of this in the "Privacy Policy" document available on the site at the bottom of the page or at the following address: <https://www.theophile-delaine.com/privacypolicy.pdf>

Article 17 : Encadrement

The Seller offers, free of charge, his help to possibly put the customer in contact with a framer near his address. He can ask for quotations for placing on chassis, deadlines, details and delivery methods or any other necessary information. In any case, the Seller does not communicate the address of his client to the framer but will give the information collected from him for him to contact. The seller can not be held responsible for information provided by the third party. It is up to the client to check them and then get in touch with the coach. What happens between the client and the framer is not the seller's responsibility.

On the other hand, the Seller is not bound to obtain results in this process, which is primarily the responsibility of the customer.

Article 18 : Droit applicable et clauses

All the clauses appearing in these general conditions of sale, as well as all the purchase and sale transactions referred to therein, will be subject to French law. The nullity of a contractual clause does not entail the nullity of these general conditions of sale.