

GENERAL TERMS AND CONDITIONS OF SALE

Effective Date: March 19, 2025

Preamble

Art Interactivities specializes in connecting Artists and Art Professionals (collectively referred to as "Sellers") with Individuals on the platform who wish to purchase a Product or Service ("Buyers"), as defined in the General Terms of Use.

The **Art Interactivities** website allows Sellers to publish their artworks and/or services through the platform <https://www.artinteractivities.com/>, acting as an intermediary.

As such, Art Interactivities is not a party to these **General Terms and Conditions of Sale (GTCS)**, which apply exclusively between **Sellers and Buyers** (the "Parties"). The Parties agree that their relationship shall be governed solely by this contract, to the exclusion of any prior terms available on the Seller's website.

Art Interactivities reserves the right to modify these **GTCS** at any time by publishing a new version on the Site. The **GTCS** in effect at the time of order confirmation shall apply.

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DEFINITIONS

The terms and expressions listed below are defined when capitalized herein but may also be defined in the General Terms of Use, for the purpose of interpreting and enforcing these terms:

"Article": The Goods subject to the Order;

"Goods": Any product or artistic work offered for sale on the Site;

"Order": A request for Goods or Services made by the Buyer to the Seller;

"General Terms and Conditions of Sale" (GTCS): The present document;

"Contract": This agreement, including its preamble, annexes, and any amendments, substitutions, extensions, or renewals agreed upon by the Parties;

"Delivery Timeframe": The period between the Order Confirmation date and the date of Delivery to the Buyer;

"Delivery": The shipment of the Article to the Buyer;

"Price": The unit value of a Good or Service, including all applicable taxes and shipping costs;

"Service": Any service offered for sale by a Seller on the Site;

"Site": The platform www.artinteractivities.com, used by the Seller for marketing its Goods/Services;

"Order Confirmation": As defined in Article 5;

"Online Sale": The sale of Goods and Services by the Seller through the Site.

References to Articles refer to sections of this Contract unless otherwise specified. Any reference to the singular includes the plural and vice versa. Any reference to one gender includes the other.

ARTICLE 1. PURPOSE AND SCOPE

This Contract defines the rights and obligations of the Parties in the context of the Online Sale of Goods and Services offered by the Seller to the Buyer.

In accordance with Articles L. 111-1 and L. 111-3 of the French Consumer Code, the essential characteristics and prices of Goods and Services sold electronically are available on the Site.

Furthermore, the Buyer receives the information required under Articles L. 121-8 and L. 121-19 of the French Consumer Code, both before and after the conclusion of the sale, notably through these GTCS.

These GTCS apply to all sales of Goods and Services made by the Seller via the Site.

ARTICLE 2. ACCEPTANCE

The Buyer's and Seller's unconditional acceptance of these GTCS is essential for the finalization of the sales contract.

To this end, the completion of an Order requires the Buyer's full acknowledgment and acceptance of these GTCS, which is confirmed by checking a box during the Order Confirmation process.

These GTCS apply to all Orders placed on the Site.

ARTICLE 3. EFFECTIVE DATE AND DURATION

This Contract comes into effect on the date of Order Confirmation, as defined in Article 5.

The Contract remains in force for the duration necessary for the provision of the Goods and Services, until all warranties and obligations owed by the Seller are fulfilled.

ARTICLE 4. ORDERING GOODS AND SERVICES

To place an **Order**, the **Buyer** must follow these steps:

1. Enter the address of the **Site**;
2. Follow the **Site's** instructions for selecting the desired **Order** and, if necessary, complete the steps to create a **Personal Account** if the **Buyer** does not yet have one, or log into their existing **Personal Account** to proceed with the **Order**;
3. Fill out the **Order form**. If the **Buyer** remains inactive for an extended period while connected, their selection of **Goods and Services** may no longer be guaranteed. The **Buyer** will then need to restart the selection process;
4. Review the **Order** details and, if necessary, identify and correct any errors;
5. Check the box confirming acceptance of the **GTCS**, which is mandatory to proceed, then confirm the **Order**, the **Total Price**, and the **All-Inclusive Price** (the “**Order Confirmation**”);
6. Follow the online payment server instructions to pay the **All-Inclusive Price**.

The **Buyer** will then receive an **electronic acknowledgment** confirming the **Order** without delay (the “**Order Confirmation**”).

The **Buyer** will not be charged for the **Order** until the **Seller** has confirmed the availability of the **Goods or Services**. This **confirmation** must be made within **48 hours** of the **Order Confirmation** email being sent to the **Buyer**.

If the **Goods or Services** are unavailable, the **Order** will be canceled, and the **Buyer** will not be charged. An email notification will immediately be sent to inform the **Buyer** of the cancellation.

The **Buyer** will receive an electronic confirmation once the **Order** has been shipped.

Delivery will be made to the address provided by the **Buyer** at the time of **Order placement**.

By completing the **Order** process, the **Buyer** agrees to comply with these contractual terms in accordance with **Article 1316-1 of the French Civil Code**.

However, under **Article L. 122-1 of the French Consumer Code**, the **Seller** reserves the right to refuse any **Order** that appears abnormal, fraudulent, made in bad faith, or for any other legitimate reason, particularly in cases where there is a dispute with the **Buyer** concerning payment for a previous **Order**.

ARTICLE 5. PRICING OF GOODS AND SERVICES AND VALIDITY CONDITIONS

The **Price** of **Goods and Services** sold on the **Site** is displayed per item and reference or per service and reference. Prices are listed in **Euros (EUR), inclusive of all taxes (TTC)**.

At the time of **Order Confirmation**, the **final Price** to be paid will be displayed.

ART INTERACTIVITIES receives compensation in the form of commissions on sales made, which is communicated to artists upon their acceptance on the platform.

Payment processing fees (via **Stripe**) and any telecommunication costs incurred when accessing the **Site** remain the sole responsibility of the **Buyer**.

The **validity period** of offers and **Prices** is determined by updates on the **Site**.

ARTICLE 6. PAYMENT TERMS

Choose as applicable

- The Buyer shall make payment for the All-Inclusive Price exclusively via credit card. Accepted credit cards are those from the Carte Bleue, Visa, Eurocard/MasterCard networks.

OR

- The Buyer shall make payment for the All-Inclusive Price via one of the following payment methods: credit card, e-credit card, PayPal, etc.
Subject to validation of the availability of the Goods or Services by the Buyer, the transaction will be debited from the Buyer's credit card after verification of its details, upon receipt of the debit authorization from the credit card issuer used by the Buyer.

In accordance with Article L. 132-2 of the French Monetary and Financial Code, the commitment to pay made via a payment card is irrevocable. By providing their credit card details, the Buyer authorizes the debit of their card for the corresponding Price amount.

For this purpose, the Buyer confirms that they are the cardholder and that the name on the credit card is indeed their own. The Buyer will provide the sixteen digits and expiration date of their credit card and, if applicable, the visual cryptogram numbers.

If the debit of the Price is not possible, the Online Sale will be automatically resolved and the Order will be canceled.

ARTICLE 7. DELIVERY OF THE ORDER (APPLICABLE TO GOODS)

7.1. Delivery Address

The Buyer must provide a delivery and billing address; failure to do so may result in the refusal of the Order.

The Buyer is solely responsible for any failure of delivery due to insufficient details provided during the Order.

7.2. Delivery Charges

The cost of Delivery Charges is borne by the Buyer.

7.3. Delivery Times

Delivery times may vary depending on the availability of the Sellers and the fragility of the Goods ordered.

Delivery times are given in business days and correspond to the average preparation and shipping times of the Order. An estimate of the delivery time may be provided in the Order Confirmation email for reference.

The Buyer will receive an electronic confirmation of the shipment of the Order, including the expected Delivery Time as defined by the shipping provider.

7.4. Delivery Delay

If the Order has not been shipped at the time the Seller receives the cancellation notice from the Buyer, the delivery will be blocked, and the Buyer will be refunded any amounts debited within fifteen days of receiving the cancellation notice.

If the Order has already been shipped when the Seller receives the cancellation notice, the Buyer can still cancel the Order by refusing the package. The Seller will then refund the debited amounts and any return shipping costs paid by the Buyer within fifteen days of receiving the returned package, which must be refused and in its original condition.

In the event of a delivery delay by the carrier, the Order will not be canceled. The carrier will notify the Buyer by email that delivery will be delayed.

The Buyer may then choose to cancel the Order (please provide the reason) by sending an email to: contact@artinteractivities.com.

7.5. Verification of the Order upon Arrival

The Buyer is required to inspect the packaging and the Items upon delivery.

The Buyer must make any reservations or claims they consider necessary, or even refuse the package if it is visibly damaged upon delivery. These reservations and claims must be addressed to the carrier via registered letter with acknowledgment of receipt within three business days (excluding public holidays) following the delivery of the Goods. The Buyer must also send a copy of this letter to the Seller and Art Interactivities. Failure to make a claim within the aforementioned time frame will extinguish any action against the carrier, in accordance with Article L. 133-3 of the French Commercial Code.

The Buyer must ensure that the Goods delivered match the Order. In case of non-compliance with the Goods in nature or quality compared to the specifications mentioned on the Delivery Note, the Buyer must notify ... (contact details of Art Interactivities' "customer service") via email.

ARTICLE 8. RIGHT OF WITHDRAWAL

In accordance with current legal provisions, the Buyer has a period of fourteen (14) days from the receipt of the Order to exercise their right of withdrawal with the Seller and Art Interactivities, without having to justify reasons or pay penalties, for a refund, provided the Products are returned

in their original packaging and condition, no later than fourteen (14) days from the notification to the Seller and Art Interactivities of the Buyer's withdrawal decision.

Returns must be made in their original and complete condition (packaging, accessories, instructions, etc.). Orders that do not meet these conditions, or which are damaged or incomplete, will not be accepted.

The right of withdrawal must be exercised by mail or email to Art Interactivities at the following address: contact@artinteractivities.com.

If the right of withdrawal is exercised within the stated period, only the price of the purchased Orders and the delivery charges (based on the cost of standard delivery, regardless of the delivery method chosen by the Buyer) will be refunded (fees related to payment and refund on the Stripe platform are borne by the Buyer and will be deducted from the refunded amount of the original Order); for return fees, a contribution toward the cost of delivery will be deducted from the refund for the Products.

Refunds will be processed within fourteen (14) days of receiving the returned Products from the Buyer in accordance with the conditions stated in this article.

ARTICLE 9. LEGAL WARRANTIES

The Seller agrees to comply with and implement the legal warranties benefiting the Buyer, such as the warranty for non-conformity and the warranty against hidden defects.

ARTICLE 10. Cookies and Advertisements

The Seller guarantees that they hold all the rights or have obtained all the necessary authorizations for the sale of the Goods.

After confirmation of the Order, the representation rights on the Order are transferred from the Seller to the Buyer. However, the Buyer retains the moral right over the Goods as well as the rights related to its reproduction.

Thus, any total or partial reproduction, modification, or use of the Goods, illustrations, images, and logos, for any reason and on any medium, without the express and prior consent of the Seller, is strictly prohibited. The same applies to any combination or conjunction with any other symbol, logo, or generally any distinctive sign intended to form a composite logo. The same applies to any copyrights, designs, models, and patents that are the property of the Seller.

ARTICLE 11. DATA CONFIDENTIALITY

The information requested from the Buyer is necessary for processing the Order.

In the event that the Buyer agrees to provide personal data, they have an individual right to access, withdraw, and correct these data as provided for by Law No. 78-17 of January 6, 1978, related to data processing, files, and freedoms. The Buyer must submit any written request to the following address: contact@artinteractivities.com.

When creating their customer account on the Site, the Buyer will have the option to choose whether they wish to receive offers from the Seller and its partners.

ARTICLE 12. FORCE MAJEURE

The Seller's performance of its obligations under this Agreement will be suspended in the event of a force majeure or unforeseen event (as defined by applicable laws) that would hinder or delay its execution.

The Seller will notify the Buyer of such an event of force majeure within a reasonable period from the occurrence of the event.

If the suspension of the Seller's obligations continues for more than 15 days, the Buyer has the option to cancel the ongoing Order, and the Seller will then refund the Order under the conditions set forth in Article 7.

ARTICLE 13. MISCELLANEOUS

Independence of Clauses - If any provision of this Agreement is declared null and void, such nullity will not affect the validity of the remaining provisions of the Agreement, which will continue to be in force between the Parties.

Modification of the Agreement - Any amendment, termination, or abandonment of any clause of this Agreement will only be valid upon written and signed agreement between the Parties.

Independence of the Parties - Neither Party may make any commitment on behalf of and/or for the other Party. Furthermore, each Party remains solely responsible for its statements, commitments, services, products, and personnel.

ARTICLE 14. APPLICABLE LAW AND COMPETENT JURISDICTION

This Agreement will be governed by French law.

In the event of a dispute, the Parties agree to make efforts to resolve the dispute amicably before any referral to the court.

Any dispute arising from the formation, interpretation, or performance of this Agreement will be under the exclusive jurisdiction of the courts within the Bordeaux jurisdiction, notwithstanding the number of defendants or claims for indemnity.