

# General Terms and Conditions

## Preface

These General Terms and Conditions (hereinafter "Terms") apply in conjunction with the Buyer Terms and the Vendor Terms, regarding the Buyers and the Vendors respectively.

The Terms apply to all sales of Products made through the Service between the Vendor and the Buyer. They are intended to govern the relationship between the Vendors and the Buyers of Products, excluding those established between the Buyers and MUMART or between the Vendors and MUMART. The relationships between the Buyers and MUMART are governed by the Buyer Terms. The relationships between the Vendors and MUMART are governed by the Vendor Terms. Both Professional Sellers and Individual Sellers are authorized to sell on Artsper. Professional Sellers must provide information justifying their professional activity and agree to comply with the applicable legislation regarding the exercise of a commercial activity (in particular, registration, accounting, social and tax obligations). The supporting documents that will be requested for Private Sellers in case of a sale are: (i) a photocopy of a valid identity card front and back or a valid passport (ii) a bank statement

MUMART is not the vendor of Products purchased through the Service; only the Vendor, whose name is indicated on the description of each Product, is the contractual party to the Buyer for the purchase of those Products. Products may not be returned to or exchanged by MUMART.

## 1- Conclusion of the sales contract between the Buyer and the Vendor

- 1) The Artworks are presented on the site with a description enabling the Buyer to know their essential characteristics and price.
- 2) The Buyer selects the Artwork(s) he wishes to purchase.
- 3) He confirms his choice of Product(s) and acknowledges and accepts the Terms herein by checking a box during the checkout process. He chooses his payment method: Paypal, credit card, or bank transfer to MUMART's account. If he chooses to pay by credit card, he immediately proceeds to payment. If he chooses to pay by bank transfer, he processes the transaction as soon as possible so that payment is actually received in MUMART's bank account within 5 business days.
- 4) The Buyer receives an email confirmation that states that the order has been accepted. However, the sale contract between the Buyer and the Vendor shall be subject to the condition that the Product is available and the transfer has been received if the Buyer has chosen this method of payment.
- 5) The Vendor is informed by MUMART each time an Artwork he posted was subject of an order.
- 6) The Vendor agrees to confirm and/or deny the availability of Product(s) ordered by the Buyer within 5 days of receipt of the information referred to in paragraph 5).

In the event that the same product has been ordered by several buyers at once, and depending on the availability of this Product, it will be sold to the first Buyer that submitted his order. The order will be invalidated for the other Buyers.

7) Once the availability of the Product(s) is confirmed or denied by the Vendor, an email is sent by MUMART to the Buyer to inform him.

8) In the event of confirmation of availability of the Product(s) by the Vendor, the condition subsequent tied to the sales contract between the Buyer and the Vendor is lifted; the Vendor agrees to deliver the Products or make them available at the point of sale within the period specified once MUMART confirms receipt of payment.

In the absence of confirmation of availability of the Product(s) within the period referred to in point 6), or non-receipt of payment by MUMART within 5 business days from the date of order, the contract between the Buyer and the Vendor is automatically terminated and both parties shall be released from its requirements. In particular, the Buyer is assured that his bank account will not be charged.

However, only the contract for the sale of unavailable Products falls within this resolution.

9) In the event of confirmation of the availability of all or some of the Products ordered by the Buyer and confirmation of receipt of payment by MUMART if the Buyer chose this method of payment, the Products are shipped by the Vendor or picked up by the Buyer in the manner laid down in Article 4.

## **2- Price and payment**

The purchase price of the Product is determined by the Vendor. It is stated in Euros TTC, pounds, or CHF on the description, incl. tax, but excluding shipping costs that will be specified during the shopping cart confirmation. If customs duties, local taxes or import duties are payable, these rights are the responsibility of the Buyer and under its full responsibility, both in terms of returns and payments to the authorities / competent bodies. It is responsible to check with the relevant authorities.

Payment of purchases made through the Service may be made by credit card to MUMART who collects the corresponding amount on behalf of the Vendor and for his account.

The Buyer will be charged the price for the Product purchased plus delivery charges once the Vendor has confirmed the availability of said Product. In the event of unavailability of the Product, the Buyer will not be charged, and the payment will be canceled. In the event that availability is confirmed by the Vendor, the Buyer shall be charged after a delay of 5 days from when he has confirmed his order.

Payment for purchases made through the Service may also be made by bank transfer into MUMART's account. The transfer must be made within 5 business days from the date of order.

### **2.1 Import taxes and customs fees**

The selling price indicated on the ARTSPER site does not include the possible customs charges which can be imposed by the customs authorities of certain countries. If customs duties, local taxes or import duties are due, these duties are the responsibility of the Buyer and are entirely his own, both in terms of declarations and payments to the competent authorities and organizations.

The seller undertakes to deliver the ordered product as soon as possible, subject to the payment of the customs fees by the buyer. In the event of non-payment of customs fees by the buyer, the seller shall not be held responsible for the non-delivery of the product or for any delay in delivery.

The Seller shall not be liable for the consequences of Buyer's failure to pay customs duties.

These costs are the responsibility of the buyer and can in no case be considered as a reason for complaint or return of the product.

### **3- Security of payments**

MUMART has chosen powerful and strict tools in terms of securing payment methods. MUMART has adopted as a payment method the PayBox System, a leader in online payments, using the SSL (Secure Socket Layer) and 3D Secure encryption method, currently the most efficient security systems, and establishing an encrypted connection directly between the Buyer and the bank.

MUMART has, in no event, access to confidential information relating to the payment method that the Customer uses during checkout. That is why the Customer's bank details will be requested for each new order. In fact, only PayBox has the confidential information which remains inaccessible to third parties.

Although MUMART uses encrypted security software, the security of information and payments transmitted via the Internet or e-mail cannot be guaranteed. MUMART cannot be held liable for damages resulting from the use of electronic means of communication, including (but not limited to) damages resulting from failure or delay in the transmission of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications, and transmission of viruses.

### **4- Shipping methods and fees**

#### **4.1 Shipping from the Vendor to the Buyer's home**

The Buyer has the option to have the Artwork delivered to his home by indicating so when placing his order. The Artwork shall be delivered to the address provided by the Buyer during his order. In this case, the Vendor, provided that he has confirmed the availability of the Artwork and that MUMART has notified him of the receipt of payment, is in charge

of packing the Artwork and making it available to a carrier. Transportation costs will be accepted by the Buyer when confirming his shopping cart.

Depending the Buyer's delivery address, different taxation rules and additional charges may apply. If the Buyer is shipping items from a Partner Gallery outside of his territory, he may need to pay import duties upon receipt of the products. Neither we nor the Partner Galleries have any control over these charges and we cannot predict their amount. The Buyer will be responsible for payment of any such import duties and taxes that are not included. The Buyer is free to contact his local customs office for further information before placing his order.

The Vendor agrees to make the Artwork ordered available to the carrier in the time indicated on the Artwork's form from the date of confirmation of availability of the Product ordered or the date of receipt of the transfer if the Buyer has chosen this method of payment; the Vendor makes a firm commitment to make the Product available to the carrier within the period specified. Products are delivered to the address specified by the Buyer when placing his order and should be delivered no later than 7 business days after confirmation that the Product has been made available to the carrier by the Vendor, the period varying depending on the carrier chosen. It is the sole responsibility of the Buyer to ensure that the information he gives to MUMART for this purpose is and shall remain correct and that they will unable him to receive the Product that he bought on the Site.

The Vendor agrees to provide MUMART, who will then forward to the Buyer, the name of the carrier dealing with the transport of the Product to the Buyer as well as the number of the package. This allows the Buyer to track the status of its order on the carrier's website, provided that the carrier offers a package tracking service.

In that case Products are transported at the Vendor's risk.

#### **4.2 Withdrawal by the Buyer from the Vendor's point of sale**

The Buyer may also pick up the Artwork(s) ordered on the Site directly at the Vendor's outlet.

The Buyer indicates, for each Artwork, the delivery method (Home delivery or Pick-up by the buyer) he chooses while confirming his order on the Site.

In the event of a withdrawal from the Vendor's point of sale, the Buyer will not be required to pay the shipping costs.

Once the Buyer has placed his order, provided that the Artwork is available and that MUMART confirmed the good reception of payment if the Buyer has chosen this method of payment, the Vendor makes the Artwork ordered available to the Buyer within a period specified in the sales Ad and indicated in the details of the Artwork.

The Vendor shall specify in his account when the Artwork is available to the Buyer at the outlet. The Buyer will then receive an email notice from MUMART.

The Buyer has 15 days from receipt of the aforementioned email to collect the Artwork at the address specified by the Vendor.

The Vendor, provided only that MUMART has confirmed receipt of the full payment, will deliver the Artwork, the invoice and certificate of authenticity to the Buyer after verifying the identity of the latter.

## **5- Right of cancellation**

In accordance with the relevant legal provisions, in the context of a purchase from a professional Vendor, the Buyer has a period of 14 days from the receipt of the Product(s) he ordered to exercise, in relation with the said Vendor, his right of withdrawal, without having to justify his reasons or to pay a penalty.

The Buyer exercises his right of withdrawal directly to MUMART by sending an email to the address [serviceclient@artsper.com](mailto:serviceclient@artsper.com). MUMART will then notify the Seller by sending an email. MUMART will manage the return of the work but the Seller undertakes to assist MUMART in organizing the return if necessary. MUMART will bear the cost of returns (which will either be paid by the Buyer and refunded by MUMART or directly paid by MUMART).

MUMART will also reimburse the Buyer for the price of the Work as well as the shipping costs.

The refunds of MUMART to the Buyer are made once the Seller has notified MUMART of the good reception of the work.

The work must be returned in perfect condition by the Buyer and in its original packaging (or equivalent).

## **6- Litigation - Disputes**

Vendor undertakes to deliver a quality service to Buyers.

In this regard, any Buyer has the ability to report, by emailing MUMART at the address [serviceclient@artsper.com](mailto:serviceclient@artsper.com), within 14 days from the receipt of any Artwork, any claim concerning the Artworks ordered, following the hereafter criteria:

- Product not received: the Product has not been received by the Buyer
  
- Non-compliant Product: the received Product does not correspond to the ordered Product
  
- Damaged Product: the received Product is damaged or broken.

In the case of a complaint from a Buyer regarding an Artwork, once the Vendor is informed of the said claim by email to MUMART, the Vendor will be personally responsible of the resolution of the dispute with the Buyer. Disputes are directly ruled between the Buyer and the Vendor. Vendor will make all the efforts necessary to resolve the dispute with the Buyer amicably.

Depending on the case, the declared dispute will result either in the return of the Artwork and the reimbursement of the Buyer by MUMART or only in the reimbursement, total or partial, of the Buyer.

In case of return of the Artwork by the Buyer, the Seller will be responsible for organizing the return of the Work and for taking all the costs to be borne by it.

In this case the price of the Product(s) purchased and the shipping costs paid by the Buyer when placing his order will be reimbursed by MUMART once the Seller has notified MUMART of the receipt of the Artwork.

The Seller will have to pay the commission to MUMART (see article 5).

## **7- Privacy Policy**

As a complement to Article 6 of the Buyer Terms and Article 8 of the Vendor Terms, the Buyer and Vendor are advised that all data collected through the Service when placing orders is processed by MUMART for processing purposes of the orders.

The Buyer's information and data relating to the delivery are transmitted by MUMART to the Vendors for the sole purpose of enabling them to ship the ordered Artworks. They cannot, under any circumstances, be used for other purposes.

The Vendors agree to ensure the security of personal data they retain for the purposes of carrying out and tracking orders.

In case of difficulty regarding the processing of those data, the Buyer and the Vendor may contact MUMART directly, under the conditions set in the Buyer Terms or in the Vendor Terms.

## **8- Partial nullity**

If one or more provisions of these Terms are held to be invalid or declared as such under any law, regulation, or final decision of a competent court, other provisions shall remain in full force and scope.

## **9- Applicable law**

These terms of use are subject to French law. Any dispute concerning their interpretation and/or execution shall be relieved by the French courts.

# **Buyer Terms of use**

## **Introduction**

The MUMART company, société par actions simplifiée (simplified joint-stock company) with a share capital of 55,000 €, whose head offices are located at 23-25, rue Jean-Jacques Rousseau, Paris, France, registered with the Paris Companies Register under the number 752 773 630, (hereinafter referred to as 'MUMART'), provides a market place on [www.artsper.com](http://www.artsper.com) (hereinafter referred to as the 'Website'), that allows buyers (hereinafter referred to as 'Buyers' or 'You'), after registration, to enter into, through its intermediary, a relationship with Vendors, also registered on the Website (hereinafter referred to as 'Vendors') in order to buy artworks (hereinafter referred to as the 'Products' or 'Artworks') at a fixed price (hereinafter referred to as the 'Service').

To use the Service, the Buyer must accept and agree to comply with these Buyer Terms and Conditions (hereinafter referred to as Buyer Terms) without restriction or reservation. Sales made through the Service between Buyers and Vendors are governed by the by the General Terms and Conditions (hereinafter "Terms"), which must also be accepted by the Buyers during each purchase; they supplement these Buyers Terms.

MUMART reserves the right to modify these Terms of Use. All changes will take effect for online Products from the moment they are posted online on the Website.

## **1- Subject**

These Buyers Terms are intended to define the conditions under which MUMART provides the Buyers, as part of the Service, technological tools allowing them to buy the Products to the Sellers.

## **2- Description of the Service**

The Service consists of a set of tools to help Buyers to register on the Website, to contact Vendors in order to buy artworks, to pay the price of the Products and to confirm receipt of the Products. Transactions via the Service for the purposes of buying Products are made directly between the Buyer and the Vendors. MUMART is by no means a reseller of Products offered by the Vendors through the Service. Thus, the Products purchased via the Service cannot be returned to or exchanged by MUMART.

However, in an ongoing effort to improve the quality of its services and to better select partners, MUMART invites You to submit all comments and suggestions you might wish to bring to its attention concerning the quality of transactions made through the Service. For this purpose, MUMART has provided a contact form. Moreover, in the case of a breach of these Buyer Terms, MUMART reserves the right to temporarily or permanently suspend the access to the Service for the Buyer concerned. Each Buyer agrees to conclude purchases in all good faith.

## **3- Access to the Service**

In addition to the acceptance of these Buyer Terms, access to the Service is dependent on the opening of an account. This requires you to provide information to authorize your identification. While opening an account, You agree to only provide accurate information, and to inform MUMART of any change affecting it without delay, by using the contact form.

To use the Service, you must use the username and password you created when opening your account. You agree to keep this information secret and not to give it to any third party. You will be solely responsible for the access to the Service via your username and password, unless there is evidence of fraudulent use for which You would not be accountable.

In case of loss, misuse, or unauthorized use of your username and/or password, You agree to immediately notify MUMART by using the contact form.

#### **4- Cost of the Service**

The opening of an account and use of the Service are free (excluding any connection costs, the price of which depends on your electronic communication provider), without obligation to purchase on the Website. Only the purchase of Products from Vendors is to be paid for, under the conditions set out in the General Terms and Conditions.

#### **5- Personal data**

Information and data about You are managed by MUMART. Unless otherwise stated, they are essential to the management of the Buyer's account and access to the Service. The information required for delivery will be transferred to the Seller for that purpose only.

The information and data will also be stored for security purposes, in order to comply with any legal obligations and regulations, that may be applicable to MUMART, and thus to enable us to improve and personalize the Services that we offer to You and the information that we send to You.

Subsequent to the January 6, 1978 Data Processing and Civil Liberties Law You have the right to oppose, access, rectify, and delete personal data about You, under the conditions set by law. To exercise this right, You must use the contact form or send a mail to MUMART SAS, 23/25 rue Jean-Jacques Rousseau, 75001, mentioning your first and last name, your e-mail address and home addresses. In accordance with applicable regulations, your request must be signed and be accompanied by a photocopy of an identity card bearing your signature and the address to which the response should be sent. A response will be sent to You within a maximum period of two months following receipt of the request.

You are likely to receive offers from our company and from our partners, depending on the choices made when you created or consulted your account. If you no longer want to receive such offers, You may at any time send us a request stating your wish via the 'My Account' section.

The Website is also designed to be particularly attentive to the needs of our clients. Cookies are only used by MUMART to improve the personalized service intended for its users. A cookie is designed to indicate your use of the Website.

#### **6- Intellectual property**

All texts, comments, works, illustrations, Artworks, and images reproduced or depicted on the Site are strictly reserved under copyright as well as intellectual property rights, for the entire duration of protection of these rights and throughout the world. As such, and in accordance with the French Code of Intellectual Property, only a private use, subject to different rules even more restrictive than the French Code of Intellectual Property, is permitted.

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Any reproduction, representation, modification or adaptation in whole or in part of the Website and/or all or part of the elements that appear on the Website or that are integrated within it, is strictly prohibited.

Buyers agree to make every effort to notify MUMART of any infringement of intellectual property rights that they may notice.

## **7- Responsibility and guarantees**

Use of the Website implies the knowledge and acceptance of the characteristics and limits of the internet, and of any translations of the Website into any languages other than French and in particular those relating to technical performance; response times when consulting, searching for or transferring information; and of the risks inherent in any connection and transmission over the internet.

Consequently, in the absence of any failure on its part, MUMART cannot be held responsible for any damage that may be suffered by a Buyer, in particular but not exhaustively for any:

- operating losses, loss of information, resulting from any malfunctions, breakdowns, delays or interruptions of access to the internet

- transmission and/or receipt of any data and/or information over the internet

- consequences of any virus, computer bug, anomaly, technical defect - defect

in any reception equipment or lines of communication

- loss of any email and, more generally, any loss of any data

- any damage caused to the computer, PDA or Smartphone etc. belonging to a user who connects to the Website

- any technical, material or software defects of any nature, that may have prevented or limited the ability to use the Website or may have damaged the system of any user who connects to the Website

- any technical fault or manifest error (in particular technical, material, software, price display, translation, etc.), of any nature, having prevented or limited the ability to use the Website or having misled a user connected to the Website

- indirect damage

All users of the internet are required to take all appropriate measures in order to: (i) protect their own data and/or software stored on computer equipment that is connected to the Website, against any damage (ii) be capable of assessing that they may be in the presence of a manifest error in relation to the information displayed on the

Website (by sending an email via the contact form) so that Mumart can make all verifications, and if necessary, erroneous information can be corrected.

The responsibility of MUMART towards the Buyer cannot be engaged except where the facts are exclusively attributable to him/her and where he/she would suffer prejudice directly related to those facts. MUMART cannot be held responsible for indirect loss or damage. Neither shall MUMART be held responsible for any incorrect use of the Service by the Buyer or for any fault on his/her part. Neither shall MUMART be held responsible for any loss or damages attributable to a third party to the Service.

By using the Website, the Buyer declares that he/she is fully informed of the characteristics and restrictions of the internet, that he/she alone is responsible for the information supplied in the context of his/her account on the Website and for his/her relations with other users of the Service.

In addition, in accordance with articles 6-I, 2 and 3 of the law n° 2004-575 of 21st June 2004 on trust in the digital economy, MUMART shall not be held responsible for any content that may be made available on the Website by Buyers or Vendors, in particular in relation to product descriptions, except where it has failed to remove such content promptly following reports of its illegality under the conditions set out by this law.

Lastly, MUMART declines all responsibility in relation to sales concluded by the intermediary of its Service with Vendors, of which it has no knowledge. Any complaint in relation to comments appearing in Product descriptions or delivery of Products should be addressed to the designated Seller, who is fully and solely responsible in this respect. The Buyer is solely responsible for his/her usage of the Service.

The Buyer agrees, upon a first request including in the event of an inconclusive court decision, to compensate and indemnify MUMART for any damage, loss, loss of earnings, complaint, liability and costs including legal fees and costs that MUMART may incur if its responsibility should be called into question by a third party, due to a claim or action linked to such use of the Service by the Buyer.

Buyers are informed that MUMART may communicate any information about them, including personal information, to the relevant authorities responsible for the repression of fraud and crime.

## **8- Partial nullity**

If one or more provisions of these Terms are held to be invalid or declared as such under any law, regulation, or final decision of a competent court, other provisions shall remain in full force and scope.

## **9- Duration and validity**

The Buyer is subject to these Buyer Terms as soon as he/she registers on the Website and until its account is deleted, whether or not he/she carries out any transactions on the Website. MUMART reserves the right to modify these Buyer Terms at any moment. The modified Buyer Terms will be displayed online on the Website. The Buyer will be informed

of any modifications by the sending of an email by MUMART to the email address provided by the Buyer when registering for the Service.  
The Buyer Terms applicable are those in force at the time of use of the services of the Website by the Buyer.

## **10- Applicable law**

These Buyer Terms are subject to French law. Any dispute concerning their interpretation and/or execution shall be relieved by the French courts.