

# 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.

## Specific Provisions Applicable to Individual Sellers

The Buyer is informed that the Works offered for sale may come from either professional or individual Sellers. This information is specified on each product page. In the case of a purchase from an individual Seller, certain legal obligations applicable to professionals (such as the issuance of invoices or commercial warranties) may not apply. The Buyer acknowledges that MUMART acts solely as a technical intermediary and does not guarantee the professional status of the Seller, unless otherwise stated.

## 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 4 business days. In the case of a price offer, payment by bank transfer is not permitted.

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) and/or accept or reject the Buyer's price offer 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, and/or the Buyer's price offer is accepted or refused, an email is sent by MUMART to the Buyer to inform him.

8) In the event of confirmation of availability of the Product(s) and/or the Buyer's price offer is accepted or refused 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 4 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, dollars 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.

At checkout, the Buyer may apply a promotional code provided by Artsper or pay for the order using a gift card.

Payments for purchases made through the Service can be completed using one of the following methods:

- Credit card, via a secure payment provider,
- Bank transfer to MUMART's account, to be completed within a maximum of 5 business days following the order,
- Digital wallet, including Apple Pay and Google Pay via Stripe (subject to Stripe's acceptance),
- Installment payment (Buy Now Pay Later - BNPL) via Scalapay (subject to Scalapay's acceptance).

Payment can be made by credit card through MUMART, which collects the corresponding amount on behalf of the Seller. The Buyer will be charged the price of the Product plus shipping costs at the time of the order.

In the case of a bank transfer, the payment must be made within 5 business days from the order date.

For payments made in installments via Scalapay, the Buyer is redirected to Scalapay's platform and must accept their own terms and conditions. MUMART cannot be held liable for any financing refusal or malfunction attributable to Scalapay.

If the Product is unavailable, MUMART will contact the Buyer as soon as possible. Several solutions may be offered, including selecting a similar artwork as a replacement or receiving a full refund.

Refunds are issued via the same payment method used:

- Credit card or PayPal: the amount will be credited within 48 to 72 business hours;
- Bank transfer: a form will be sent to collect bank details, and the refund will be processed within 5 business days of receiving the information.

MUMART acts as a payment agent in accordance with articles L.521-1 and following of the French Monetary and Financial Code, collecting payments from Buyers on behalf of the Seller. The Seller expressly authorizes MUMART to collect, on their behalf, the proceeds

from sales made on the platform. This collection is limited to the amounts owed to the Seller, minus the commission due to MUMART.

## **2.1 - Import Taxes and Customs Duties**

The sale price listed on the ARTSPER site does not include any potential customs duties that may be imposed by the customs authorities of certain countries. If customs duties, local taxes, or import charges apply, these are the sole responsibility of the Buyer, both in terms of declaration and payment to the relevant authorities and/or bodies.

The Seller agrees to deliver the ordered Product as quickly as possible, subject to the Buyer's payment of applicable customs duties. If the Buyer fails to pay such duties, the Seller cannot be held responsible for non-delivery or delays in delivery.

The Seller shall not be held liable for any consequences resulting from the Buyer's failure to pay customs duties.

These charges are entirely the Buyer's responsibility and cannot under any circumstances be used as a reason for complaint or return of the Product.

## **3- Security of payments**

MUMART has chosen reliable and robust tools to secure payment methods.

- Credit card payments are processed via PayBox System, a secure online payment solution that uses SSL (Secure Socket Layer) and 3D Secure protocols. PayBox establishes an encrypted connection directly between the Buyer and their bank, without MUMART having access to any banking data.
- Payments via digital wallets (Apple Pay, Google Pay) are handled by Stripe, a secure solution compliant with SSL and 3D Secure protocols. Stripe operates strictly within this framework.
- Installment payments are offered through Scalapay, subject to acceptance by this third-party provider. MUMART cannot be held responsible for any financing refusal or malfunction related to this service.

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 on 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 (excluding any customs duties payable upon delivery or return, which remain the sole responsibility of the Buyer) which will either be paid by the Buyer and refunded by MUMART or directly paid by MUMART). If the Buyer returns the artwork without waiting for instructions from MUMART, they will not be eligible for a refund of the shipping costs and will assume full responsibility for the shipment and for the condition of the artwork upon arrival.

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

In the case of a purchase from an individual Seller, this right may not apply. However, as a commercial gesture, Artsper offers a 14-day return option with partial or full coverage of return costs, depending on the conditions detailed in the Terms and Conditions of Sale.

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.

## **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. Each Vendor only has access to the personal data provided by Buyers of their own Products through MUMART at the time of the order.

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.