



## **GENERAL TERMS AND CONDITIONS OF SALE**

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### **1 - PURPOSE AND ENFORCEABILITY OF THE GTCS**

The purpose of the balthasart website is to present Artworks from artists (hereinafter the “Sellers”) to the users of the site (potential “Buyers”), and to give them the opportunity to discover and buy them online directly from the Seller.

These general terms and conditions of sale are meant to define the terms and conditions for the online sale of the Artworks available on the site, and to define each party's rights and obligations in such a relationship.

**The sales made through the Site are contracted directly between the Buyer and the Seller. Balthasart is not, in any respect, a reseller of the Artworks proposed by the Sellers through the Site.**

**Balthasart acts as a simple middleman in the context of the provision of the Site that allows Sellers and Buyers to connect.**

**As a result, balthasart is not a party to the contract which is concluded only between the Buyer and the Seller, who is the only Seller of the Artworks and therefore the only one bound to obligations arising therefrom.**

## 2 - ACCEPTANCE

The unconditional acceptance of the entire general conditions of sale is mandatory to conclude the sale agreement, by both the Seller and the Buyer. The acceptance is confirmed by a box that needs to be checked on the Artwork order form.

## 3 – ORDER

The Artworks are offered for sale on the Seller's website, subject to their availability.

Each of the Artwork offered comes with a short explanation sheet containing information about its substrate, its dimensions, its weight and type.

To order an Artwork, the Buyer must select the Artwork of his/her choice, place it in his/her cart and provide the necessary personal information to place the order (or identify him/herself, if he/she has a User account). Before validating the order, the Buyer must check the information appearing on the order summary, and he/she can correct any potential mistakes in the items inserted, as well as read about the delivery costs.

The Buyer will not be charged for the payment before his/her purchase offer has been validated, which is done within 48 hours by balthasart, in order to ensure the Artwork's availability from the Seller.

If the Artwork is no longer available, an email informing the Buyer will be sent within 48 hours, cancelling the order.

## 4 – SALES PRICES AND TERMS OF PAYMENT

The Artworks sale price is listed on the Site in the currency set by the Buyer and includes all taxes, excepting delivery and packaging fees if applicable.

The different methods of delivery and related costs are shown in the order summary. The delivery and packaging costs depend on the type of artwork, its dimensions, its weight, as well as the place of delivery.

The payment of the artwork price by the Buyer to the Seller is made via the payment services available from balthasart : credit card or bank transfer (which terms of use available at : [www.balthasart.com](http://www.balthasart.com))

Transfer of ownership happens as soon as the full price has been paid by the Buyer. Failure to pay the full price automatically cancels the sale, and the artwork is put back for sale on balthasart's website.

## 5 - DELIVERY OF THE ARTWORKS

The delivery of the Artworks is made at the address provided on the order summary form, during the business hours and according to the procedures laid down by the carrier chosen upon ordering.

The Buyer must inform him/herself about the procedures and delivery schedules implemented by the various delivery services providers.

Obligations regarding the delivery of the order, meaning respecting the given schedules, the quality of the packaging for the artwork, as well as the conformity of the later are the sole responsibility of the Buyer, balthasart's shall in no case be held liable for failure to comply by the Buyer, who is entitled to lodge a complain against the delivery service provider.

The Buyer must, as soon as he receives the order, check the condition of the artwork, and mention any reservation immediately and in writing, at the latest within 48 hours, to balthasart, who will transfer to the Seller.

## 6 - RIGHT OF WITHDRAWAL

Pursuant to article L.121-21 (law of 17 March 2014 relating to consumption) of the code of consumption, the Buyer has a period of 14 days from the delivery of the Artwork to use his/her right of withdrawal with the Seller, without any costs or reason.

The Buyer may use his/her right of withdrawal with balthasart through sending an email to the following address [team@balthasart.com](mailto:team@balthasart.com).

Balthasart will then be responsible for handling the cancellation from the Buyer and shall process the refund within 14 days following the date on which balthasart was informed about the Buyer exercising his/her right of withdrawal.

The refund applies to the price of the artwork paid by the Buyer, as well as the return shipping costs.

The returned artworks that are damaged or dirtied by the Buyer shall not be accepted, nor refunded, balthasart reserves the right to decide at its sole discretion.

## 7 - STATUTORY GUARANTEES

The Seller commits to respect and implement the statutory guarantees of the Buyer, i.e. : the guarantee of non-compliance and the guarantee of hidden defects.

## 8 – FORCE MAJEURE

In case of a situation of force majeure, the execution of the contract may be suspended or, if it is completed, cause the cancellation of the sale.

Expressly, are considered cases of force majeure or fortuitous events, those usually acknowledged by the jurisprudence of the French courts and tribunals, i.e. an event that is out of the control of the debtor, which could not have been reasonably expected at the time of the contract being concluded, and whose effects cannot be avoided by any appropriate measures.

The party invoking Force Majeure must immediately inform the other party, as well as upon its extinction thereof.

## 9 - INTELLECTUAL PROPERTY

The Seller guarantees that he/she is the author of the ceded Artwork and that the later does not violate any laws, regulations and standards in force, or affects the rights of third parties.

He/she commits to protect balthasart and the Buyer in case of any action brought by a third party about the ceded artwork, as part of the warranty of quiet possession.

Upon the sale, the Seller assigns to the Buyer the material substrate of the artwork and its representation rights on the artwork.

The Seller however retains his/her moral right on the artwork as well as the rights regarding its reproduction.

## 10 - DATA PROTECTION

Balthasart gathers and retains the Buyer and the Seller's personal data to ensure proper execution of these terms.

Pursuant to the law No. 78 - 17 of January 6, 1978 relating to Information Technology, Files and Civil Liberties, the User has a right of access, modification, correction and deletion of his/her personal data processed via the Site, and the right to object to the communication of such data to third parties on justified grounds by sending a request to the following address : [team@balthasart.com](mailto:team@balthasart.com)

The personal data provided by the Seller will be destroyed no later than six months after the cancellation of the account.

Balthasart reserves the right to retain certain data in order to justify, when necessary, the perfect execution of their contractual or legal obligations. The stored data will be limited to what is strictly necessary for the operation of the service.

Balthasart is committed to take all necessary measures to best protect the confidentiality of the information provided by the Seller and the Buyer.

## 11 – APPLICABLE LAW

These general terms and conditions of sale are governed by French law.

## 12 – MEDIATION

In the event of a dispute, the User has a right of recourse with a Consumer Ombudsman for the amicable resolution of any dispute on the execution of these GTCS, as provided for in article L.611 - 1 and following, as well as R.612 - 1 and following of the Consumer Code.

The User will find the list of mediators on the government website dedicated to this purpose: <http://www.mediateurfevad.fr/> .

## 13 – COMPETENT JURISDICTION

Any dispute concerning the validity, interpretation or execution of these General Conditions of Sale shall be brought before the Paris Courts.