

General Terms and Conditions of Sale

The present General Conditions govern exclusively the customers of Charlotte Massip and in particular the users of the site:

<https://charlottemassip.com/en/creative-studio-english/>

which reserves the right to modify them at any time and they will then apply as soon as they are put online.

FIELD OF APPLICATION

The content of the site <https://charlottemassip.com/> is the property of Charlotte Massip. Any reproduction of all or part of this site is forbidden, and may be subject to our prior authorisation. The present conditions of sale are concluded on the one hand by **Charlotte Massip**, Artist APE 9003A Artistic creation in the plastic arts - SIRET no. 431 447 879 00039, hereafter referred to as **the artist**.

and on the other hand, by any individual or legal entity wishing to make a purchase via the website <https://charlottemassip.com/>, hereafter referred to as **the buyer**.

The customer acknowledges having read the conditions of sale at the time of the order and expressly declares that he accepts them without reservation.

CONTACT

mail: <https://charlottemassip.com/> tel: +33 (0)610372827

Domicile: 17 rue Mordillat 92260 Fontenay-aux-Roses / France

Charlotte Massip has created this website to sell art and decoration objects made from her creations, especially engravings./etchings.

1- Characteristics of the Products on sale

Each of the products offered for sale on the site is illustrated by a description and one or more photos.

The photographs in the catalogue are as accurate as possible but cannot ensure perfect similarity with the product offered, particularly with regard to colours. These differences may be due to the quality of computer screens or the different baths of the products.

The manual production of our products may result in very slight differences between the objects delivered and the objects shown in the photos on the site.

All personalised orders are presented in a draft form and the customer's agreement is requested in order to start the realisation. The personalisation will be carried out according to what the customer has noted on the order. The information stated by **the buyer**. (colour, texts, decoration, address of delivery...) at the time of the taking of order engages that or this one: in the event of error without correction on behalf of **the buyer, the artist** could not be held responsible for the nature of the delivered article.

In the (unlikely) event of an error in colour, text or design by **the artist**, we will replace your item as soon as possible. The return of the incorrect item will be requested.

2- Ordering

The buyer must identify himself with his email address and password.

Any order implies acceptance of the price, the product, the conditions and the delivery rates. Delivery will be made to the address given by the buyer.

The validation of the means of payment is the last step which formalizes the sale contract.

The artist will acknowledge receipt of your order upon validation by sending you an email. In certain cases, in particular for defect of payment, erroneous address or any other problem related to your account, the artist reserves the right to suspend your order until the resolution of the problem. Only the validation reception of the payment of the means of payment will make the sale perfect and can trigger its validation.

The date of the order is the date of validation of the order, this one can take several days according to the means of payment used. On weekends, which start on Friday at 12 noon, deliveries will be made at the earliest from the following Monday for products in stock.

All orders will be processed for the shortest possible manufacturing and delivery time. We will inform you of the estimated delivery time when you order. If an ordered item is not available, you will be informed by e-mail. If you have any questions regarding the follow-up of an order, **you can contact us by e-mail or by telephone as indicated on the order form.**

In the event of cancellation of an order by the customer: an indemnity equal to or greater than 50% will be retained. It will be 100% of the price if the items have been specially manufactured for **the buyer.**

In any case during a cancellation with partial refund, the time of refund will not exceed thirty 30 days as from the date of acceptance of the cancellation by **the artist.**

3- PRICES

The artist is not subject to VAT "VAT not applicable - art. 293 B of the CGI", all prices are therefore inclusive of VAT.

Prices and shipping costs are indicated in Euros. The price is payable in full and in a single instalment when the order is placed. All orders are invoiced and payable in Euros only. For all deliveries outside of Metropolitan France, any customs duties or local taxes are to be paid by **the buyer.** The offers of products and prices are valid as long as they are visible on the site, within the limits of available stocks. **The artist** reserves the right to modify its prices at any time, being however understood that the price appearing in the catalogue the day of the order will be the only one applicable to **the buyer.**

In the event of unavailability of products after placing your order, we will notify you by mail. Unless you want a replacement for an equivalent material, your unavailable order will be automatically cancelled and you will be refunded if your bank account has been debited.

4- PAYMENT METHODS

You can pay for your order:

- By credit card: Carte Bleue, e-carte bleue, Visa, Mastercard, American Express. Your account will be debited as soon as your bank or payment centre agrees.
- Online payments will be made through the secure STRIPE system certified PCI-DSS, so that the information transmitted remains encrypted and no third party can gain access to it during the transfer on the network. Learn more about our secure payment offer.
- It is the buyer's responsibility to save and print the payment slip if he/she wishes to keep the details of the banking operation relating to the transaction. At **the buyer's** request, an invoice will be sent to the buyer.

5- Foreign regulations

In countries where import taxes are payable, the payment of these taxes and duties remains in all cases the responsibility of **the buyer**.

6- DELIVERY

On the date of validation of the order, the delivery time will be twelve (12) working days (indicative time) and may be longer for certain references depending on the manufacturing time, in particular according to the time of year and the destination.

If the delivery could not be carried out for reasons of error of address, accessibility or absence of person for the reception of the products, **the artist** could not be held for person in charge. The products turned over for error of delivery or absence of the recipient will be sent again with the exclusive expenses of **the buyer**.

In the case of closure for holidays, you will be clearly informed by the site and by email, the orders will be treated in the week of the reopening.

7- TRANSPORT

Shipping costs are charged to **the buyer** in addition to the price, depending on the weight of the package or packages and its or their destination. They are available before validation of the order on the site <https://charlottemassip.com/>

8- GUARANTEES

All products supplied by **the artist** benefit from the legal guarantee provided by Article 1641 and following of the Civil Code.

If there was a problem upon receipt, written reservations must be made within three days of this delivery, to **the artist**.

In the event of nonconformity of a sold product, it could be turned over to **the artist** who will take again it, will exchange it or will refund it. All the complaints for defects of conformity, requests for exchange or refunding must be carried out, within the fifteen (15) days as from the date of the delivery, by notifying it by mail to charlotte.massip@orange.fr and by returning the product to the following address: 17 rue Mordillat 92260 Fontenay-aux-Roses / France.

In the case of delivery of references different from those ordered, the Products will be returned at the expense of **the artist** who will order in replacement the desired Products.

9- TRANSPORT DAMAGE

At the time of delivery, **the buyer** or his representative must inspect the goods in the presence of the duly authorised carrier.

In case of damage (s) due to transport **the buyer** in his capacity as recipient, must expressly notify the reserves to be made within the time limits with the carrier, and send a copy to **the artist** otherwise it may be refused the return, refund or replacement of items.

10- The legal right of withdrawal does not apply to personalised items, made-to-measure items such as wallpapers with digital printing of **the buyer's** choice of colours or motifs or special manufacture, or transformed items.

Individual **buyers** benefit from a legal withdrawal period of fifteen (15) days from the date of delivery of their order. In these conditions, **the buyer** can turn over the article to **the artist** to proceed to an exchange or with refunding without penalty, except for the expenses of return to the load of **the buyer**.

The returned article will have to be in its state and in its packing of origin by indicating the reason for refusal on the delivery order or the invoice. The item must not have been used, nor have it suffered any deterioration, however slight, and must be in a perfectly clean state.

11- OBLIGATIONS

The artist undertakes to describe the items sold on the Site as accurately as possible <https://charlottemassip.com/>

12- FORCE MAJEURE

The responsibility of **the artist** can not be committed in the event that the non-performance of its obligations would be attributable either to the unforeseeable and insurmountable act of a third party to the contract, or to a case of force majeure as defined by French case law. Similarly, the responsibility of **the artist** can not be held liable for any inconvenience or damage inherent in the use of the Internet, including a break in service, external intrusion or the presence of computer viruses.

13- RETENTION OF TITLE CLAUSE

The artist remains the owner of the products delivered until their complete payment by **the buyer**. The risks related to transport will be the responsibility of **the buyer** from the departure of the products.

In cases of force majeure, transport strikes, road blockages, natural disasters or impossibility of movement, **the artist** will not be held responsible for bad delays or lack of delivery.

14- RESPONSIBILITY

The artist declines all responsibility as to the misuse or misapplication of the products that **the buyer** has ordered. **The artist** is in no way responsible for the consequences resulting from: storage of the products in abnormal conditions or conditions incompatible with their nature, their transformation, failure to comply with the installation instructions, abnormal wear resulting from poor maintenance or imperfect installation, deterioration of the products due to water infiltration, shocks or inappropriate uses, temperatures or hygrometry rates.

Any complaint based on the non-conformity of the products delivered or on an apparent defect must be addressed within eight (8) days from the date of receipt of the goods, before installation, to Charlotte Massip, 17 rue Mordillat 92260 Fontenay-aux-Roses. By default, the articles will be considered as having been accepted and recognised as conforming.

The responsibility of **the artist** is strictly limited to the value of the goods recognised as non-conforming, defective or faulty, and this without compensation of any kind whatsoever and for any reason whatsoever.

15- PROTECTION OF PERSONAL DATA

The artist, as the person in charge of processing, undertakes to comply with the provisions of Law No. 78-17 of 6 January 1978, as amended, relating to information technology, files and freedoms, with regard to the automated processing of personal data carried out, as well as Regulation (EU) No. 2016/679 of 27 April 2016, as of its application on 25 May 2018.

When ordering, the personal data collected will be subject to computer processing, specified in the Website's Privacy Policy for all information relating to this point.

16- INTELLECTUAL PROPERTY

All the elements of the Internet site are and remain the intellectual and exclusive property of **the artist**. No one is allowed to reproduce, exploit, disseminate, or use for any purpose whatsoever, even partially, elements of the site they are software, visual or audio.

The photos taken as part of the integration service may be used on the Website and the social network accounts (Facebook, Twitter, Pinterest, Instagram) of Charlotte Massip. @ADAGP

17-APPLICABLE LAW

The present General Conditions are subject to French law. The competent court in the event of a dispute shall be that of Versailles.