

Prints, things and books by artists

General Terms And Conditions Of Sale

The following general terms and conditions of sale shall apply to all sales made by the company SEMIOSE (hereafter referred to as SEMIOSE) through the website: <http://printsthingsandbooks.com>, which it publishes (hereafter referred to as “the Site”).

Statutory details defining SEMIOSE’s status as a company:

SEMIOSE is a limited company (Société à Responsabilité Limitée SARL) with a capital of 60,000 Euros, registered at the Registre du Commerce et des Sociétés (RCS) in Paris, France under the registration number B 442 813 861. Its head office is situated at:

54 rue Chapon, 75003 Paris.

Telephone number: 0033 9 79 26 16 38

Email: info@printsthingsandbooks.com

The General Manager and Director of Publishing of SEMIOSE is Mr. Benoît Porcher.

The Site is hosted by SEMIOSE, whose head office is situated at:

54 rue Chapon, 75003 Paris. Telephone number 0033 9 79 26 16 38

Article 1. Preamble

The general terms and conditions of sale aim to define the rights and obligations existing between SEMIOSE and Clients of the Site (hereafter referred to as “the Client”). They apply exclusively to SEMIOSE and any physical person or legal entity intending to make a purchase or making a purchase via the Site.

Any order made via the Site implies the full acceptance, without reserve, of the general terms and conditions of sale by the Client. The present general terms and conditions of sale may be modified at any time without prior notice by SEMIOSE. The applicable general terms and conditions of sale shall be those in effect at the time the order is placed by the Client.

Article 2. The Products

2.1 The products sold by SEMIOSE meet standards and norms required by law in France.

2.2 The products sold by SEMIOSE are accompanied by a short description and photograph. Any photograph, text, description or illustration accompanying a product shall not be considered as legally or contractually binding.

As a consequence, SEMIOSE shall not be considered responsible for any differences or omissions concerning the product and its description/photograph on the Site except in the case of conditions covered in Article 9.

Article 3. The Client's Responsibilities

3.1 The Client declares to be over the age of 18 years old and to have either the legal right or parental permission to place an order on the Site.

3.2 The Client undertakes to communicate to SEMIOSE the necessary and correct information required to fulfill any purchase covered by the present general terms and conditions of sale. The Client is required to communicate on line such information as his/her surname, given names, address, telephone number and a valid email address. The client has the right to modify such information by email at the address info@printsthandbooks.com or by contacting SEMIOSE by telephone 0033 9 79 26 16 38

The Client shall be held responsible for any consequences due to the communication of inexact or false information or information to which he has no legal right.

Article 4. Ordering

4.1 Orders shall only be considered valid after acceptance of payment. Once the order has been made, SEMIOSE will confirm the order by email. The Client will also be informed by email when the order has been shipped.

4.2 SEMIOSE reserves the right to cancel or refuse any order from a Client involved in litigation resulting from a previous order.

4.3 SEMIOSE can only accept commands relative to the limits of available stock. SEMIOSE shall confirm the availability of a product sold on the site at the moment an order is confirmed.

If despite the vigilance of SEMIOSE the product is unavailable, SEMIOSE undertakes to inform the Client by email at the earliest possible moment. The Client may consequently cancel the order and shall be reimbursed any sum of money that has been paid in advance.

The permanent or temporary unavailability of a product shall in no way engage the responsibility of SEMIOSE and this unavailability shall in no way permit the Client to claim damages, indemnities or interest from SEMIOSE.

Article 5. The Price

5.1 The prices indicated on the Site are established in Euros and include any applicable French tax. (French VAT and any other applicable taxes). The prices do not include postage, packaging and administrative charges. These charges will be indicated at checkout before the Client definitively confirms the order.

Any taxes or charges relative to customs duty in the case of international orders remain the responsibility of the Client.

5.2 Prices may be subject to modification at any given moment without prior notification, notably in the case of legally binding changes in fiscal status or for economic reasons. Articles will be invoiced at the price in effect at the time the order is placed by the Client.

Article 6. Payment

6.1 Payment in full of any amount due must be made at the time of ordering. SEMIOSE will not accept the payment of a deposit or account for any product on the site. The Client must make the payment via credit/debit card (Visa/Mastercard/Eurocard), a Paybox account, check, or bank transfer according to the terms of the present article. For any payment by card, the client must supply card number, expiry date and cryptogram on the reverse of the card (last three figures).

6.2 The communication of the Client's bank card number shall be considered as authorization for SEMIOSE to debit the associated account of the sum corresponding to the entirety of the order.

6.3 Payment on delivery cannot be considered under any circumstances.

6.4 SEMIOSE retains ownership of the article ordered until the Client has made full payment. Purchases are made using a secure online payment system and the payment solutions adopted by SEMIOSE are 100% protected. In case of payment by credit/debit card (Visa/mastercard/eurocard/e-card), all Client information communicated to SEMIOSE is strictly protected, guaranteeing the conformity and security of each transaction.

Article 7. Delivery

7.1 SEMIOSE undertakes to deliver its Products within France and any other country belonging to the European Union. International delivery outside the European Union can also be arranged on request. Deliveries outside the European Union will be undertaken at SEMIOSE's own discretion.

All products are shipped with a delivery slip to the address indicated by the Client when the order is made. The delivery times shown on the Site correspond to average delivery times for a particular destination. In order for these delivery times to be

respected, the Client should make sure that the submitted address is correct and complete (Street name and number, entry codes, stairwell, interphone names etc.)

In the case of a delivery delay exceeding 30 days and if the product has not been shipped, the Client may cancel the order by registered & signed for post and request a complete reimbursement of the sums paid.

If the article has been shipped before the cancellation for a delay exceeding 30 days is received, SEMIOSE will reimburse any payments made and any return charges, once the article has been returned in its original state and in its original packaging including any labels and paperwork.

SEMIOSE undertakes to keep the Client informed of the status of his order.

In the case of damaged or opened packaging (product damaged or missing), the client undertakes to inform the transporter and SEMIOSE by any means necessary within 3 days of receiving the delivery.

SEMIOSE cannot be held responsible for the consequences of any delivery delays beyond its control.

7.2 For deliveries outside the European Union, customs charges and local taxes may be due. These charges are the sole responsibility of the Client.

Article 8. Exchanges & Returns

8.1 Legal right of withdrawal

According to current legislation, the Client has a period of 14 days from the reception of a product in which to exercise his legal right of withdrawal without having to justify this withdrawal or suffering any penalty. After communicating this decision, the Client has a further 14 days in which to return the product to the vendor.

8.2 Contractual time limits for withdrawal

Within 15 days following the reception of an order, the client may request SEMIOSE to accept the return or exchange of a product. The Client then has a further period of 15 days in which to return the product.

8.3 Conditions for exercising the right of withdrawal

Before returning the product, the Client must request an exchange or return from SEMIOSE by email at the following address: info@printsthingsandbooks.com

Once the request has been validated by SEMIOSE and if the client had already paid the initial delivery, SEMIOSE shall provide a printed pre-paid label covering return charges within France. For international returns, SEMIOSE undertakes to reimburse any return fees on reception of the package.

If however the Client for whatever reason enjoyed free delivery of the product, its return must be paid for by the Client.

Any return or exchange shall only be accepted at the Client's own risk. The product must be returned within a period of 15 days in its original state and accompanied by its return slip to the following address:

SEMIOSE
54 rue Chapon
75003
Paris
France

If the product is not returned within a delay of 15 days from the reception of the pre-paid label, the return or exchange shall be considered invalid and the Client must keep the product.

The product shall be reimbursed within 15 days of its reception by SEMIOSE by means of a bank transfer to the credit of the Client.

Any return fees are to be paid by the Client except in the case where SEMIOSE shipped a damaged product or a product different from the ordered article or if the client did not benefit from free initial delivery.

The non-respect of the above conditions for returns and exchanges shall exempt SEMIOSE from any reimbursement or exchange of product.

Article 9. Intellectual Property

9.1 Under no circumstances is the Client permitted to download or modify any part of the Site or its contents (listed products, descriptions, images, videos, graphics...)

9.2 The Site or any part of the Site may not be reproduced, copied, sold or exploited for commercial purposes without the explicit written authorization of SEMIOSE.

9.3 In general, all rights relative to the creations, trademarks and any other distinctive features of the Site remain wholly the property of SEMIOSE.

9.4 The Client shall respect intellectual property rights concerning the use of oeuvres or trademarks featured on the site and its products. The Client undertakes not to reproduce the oeuvres featured on the site or any aspect of the site and to respect the intellectual copyright of the parties concerned except in the case of a written contract stipulating the contrary.

Article 10. Personal & Confidential Information

10.1 SEMIOSE undertakes to not use any personal and confidential information received from the Client outside the framework of its exploitation of the Site. In order to facilitate the completion of the order, certain personal information is required from the Client. This information is subject to computer processing and according to French law must be declared to the National Commission on Information Technology

and Civil Liberties (CNIL), which delivers a certificate of conformity. The certificate number delivered to SEMIOSE is: 1843753 v 0. According to the article of law 6/Jan/1978 (modified by the article of law 6/August/2004), the Client has a right of access and rectification concerning personal information held on file by SEMIOSE. Any request for rectification should be addressed by email to the following address: info@printsthingsandbooks.com

Or by post to the following address:

SEMIOSE
54 rue Chapon
75003 Paris
France.

10.2 SEMIOSE reserves the right to communicate certain Client information to its delivery service in order to facilitate the completion of the order.

Article 11. Warranty

11.1 SEMIOSE undertakes to deliver in due form to the Client any articles ordered from the Site. In compliance with French law, SEMIOSE undertakes to reimburse or exchange within 30 days of reception, any products deemed faulty or which do not correspond to the articles originally ordered from the Site.

11.2 Any product deemed faulty or not in compliance with the order must be returned in its original packaging. The products must not have been subject to damage by the Client.

11.3 Shipping charges will be reimbursed to the amount they were originally invoiced. Return charges will be reimbursed on the production of proof of purchase from the Client.

Article 12. Responsibility

12.1 The articles for sale on the site comply with current French legislation. SEMIOSE cannot be held responsible in case of non-respect of the legislation of the country to which an article is delivered (for example when a title or work is banned). It is the responsibility of the Client to verify with local authorities concerning import restrictions for the country concerned. SEMIOSE cannot be held responsible for articles seized or impounded by local customs authorities.

12.2 SEMIOSE is limited to an obligation of due diligence concerning the different stages of the order including the clients access to the Site, the ordering process, the shipping of the order and any after-sales services. SEMIOSE cannot be held responsible for any inconvenience or damages related to the use of the Internet such as interruptions of service, exterior intrusion, the presence of computer viruses or through reasons of force majeure as defined by current French legislation and jurisprudence.

Article 13. Force Majeure

If a party is victim of an event of force majeure, the party concerned shall inform the other by signed for, registered letter within a period of 15 days from the occurrence of the event.

As well as the events habitually considered as cases of force majeure by French courts and jurisprudence, the events in the following list are specifically cited: Total or partial strikes, lock outs, riots, boycotts or any other actions resulting from industrial or commercial dispute, civil disorder, insurrection, war, epidemics, interruptions in the transport system due to whatever reason, earthquakes, fire, storms, flooding, water damage, legal or governmental restrictions, modification of commercial legislation, computer failure, telecommunications breakdown involving either fixed or wireless networks or any other event beyond the control of either party which might cause hindrance to the completion of the contract between the parties.

The contractual obligations of both parties shall be suspended for the duration of the event of force majeure without penalty.

If the event of force majeure continues for a period of more than 3 months, either party may cancel the contract without penalty.

Article 14. Validity Of The General Terms & Conditions

14.1 If one or more of the stipulations in the present General Terms & Conditions of Sale is declared invalid or non enforceable by a competent jurisdiction, it shall be declared unwritten and shall have no effect the validity of the remaining articles.

14.2 SEMIOSE reserves the right to alter the present General Terms & Conditions of Sale at any time and without prior notice. The applicable terms and conditions of sale are those in force on the date of the client's order.

14.3 The present General Terms and Conditions of Sale are permanently available for consultation at the following address
[<http://www.printsthingsandbooks.com/theme/ptab/img/CGV-Prints-Things-And-Books-By-Artists.pdf>] in a computer format enabling the client to download and print or safeguard them.

Article 15. Applicable Law & Dispute Settlement

15.1 The present General Terms & Conditions of Sale shall be governed by French law. Any litigation should be preceded by an attempt to resolve the dispute amicably.

15.2 If the parties are unable to resolve a dispute involving the General Terms & Conditions of Sale amicably, particularly in relation to the interpretation, validity, execution, non-execution or cancellation of the contract, the dispute will be referred exclusively to the Tribunal de Commerce in Paris.

Article 16. Applicable Legal Texts

(Order No. 2005-136 of 17 February 2005 Article 1 Official Journal of 18 February 2005)

Article L.211-4 of the Consumer Code

The seller is required to deliver a product, which conforms to the contract and is held liable for any lack of conformity, which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility.

Article L.211-5 of the Consumer Code

To conform to the contract, the product must:

1. Be suitable for the purpose usually associated with such a product and, if applicable:
 - correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model;
 - have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labeling;
2. Or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to.

Article L.211-12 of the Consumer Code

Action resulting from lack of conformity lapses two years after delivery of the product.

Article 1641 of the Civil Code

The seller is bound to a warranty against hidden defects in the thing sold that render it unfit for its intended use, or that so impair its use that the buyer would not have bought it, or would only have given a lesser price for it if he had known of the defects.

Article 1648 of the Civil Code

An action resulting from redhibitory defects must be brought by the buyer within two years from the discovery of the vice.