



ATELIER MICHEL BOUVET GENERAL TERMS AND CONDITIONS OF SALE

Article 1. BACKGROUND

These General Terms and Conditions of Sale (« GTCS ») are intended to define the rights and obligations of the ATELIER MICHEL BOUVET and the Customer of products presented by the ATELIER MICHEL BOUVET on his website <https://michelbouvet.com/> (the « Site »). They apply exclusively between the ATELIER MICHEL BOUVET, 31 Villa d'Alésia 75014 Paris, Siret : 399 040 823 000 11 (« ATELIER MICHEL BOUVET ») and any consumer natural person visiting or making a purchase via the said Site (« the Customer »).

On the Site, the ATELIER MICHEL BOUVET allows the Customer to order online posters made by Michel BOUVET (« the Product(s) ») according to the present GTCS.

Any order made at the ATELIER MICHEL BOUVET therefore entails the unreserved acceptance by the Customer of these conditions. These GTCS may be modified at any time and without notice by ATELIER MICHEL BOUVET, the applicable terms being those in force on the date of the order by the Customer.

These GTCS are permanently accessible from : <https://michelbouvet.com/conditions-generales-de-vente> in a computer format allowing them to be printed and/or downloaded, so that the Customer can reproduce or same them.

Article 2. PRODUCTS AND COMPLIANCE

2.1. The Products offered for sale are presented on the ATELIER MICHEL BOUVET website and accompanied by a description.

2.2. The Products offered by the ATELIER MICHEL BOUVET comply with the standards applicable in France. Elements such as photographs, texts, graphics and all information and characteristics illustrating and/or accompanying the Products are not contractual, which the Customer acknowledges.

Article 3. CUSTOMER OBLIGATION

3.1. The Customer declares to be at least 18 years old to have the legal capacity or to have a parental authorization allowing him to make an order on the Site.

3.2. The Customer undertakes to communicate to the ATELIER MICHEL BOUVET the real and necessary information elements for the performance subject of these conditions as requested online and according to his situation, including his first name, last name, valid address, telephone and e-mail. The Customer is responsible for the consequences resulting from false or inaccurate information transmitted or the recovery of which would be unlawful.

3.3. Once the order has been placed, the ATELIER MICHEL BOUVET sends to the Customer an e-mail confirming it. He informs him of the dispatch of the Products.

3.4. The Customer may modify his data by mail after the order in case of errors and this before the shipment of the order.

Article 4. ORDER

4.1. All orders will be validated only after acceptance of payment.

4.2. The ATELIER MICHEL BOUVET reserves the right to cancel or refuse an order in case of dispute with the Customer on a previous order.

4.3. The ATELIER MICHEL BOUVET may accept orders within the limits of available stocks. He informs the Customer of the availability of the Products sold on the Site at the time of confirmation of the order.

If, despite the vigilance of the ATELIER MICHEL BOUVET, the Products are unavailable, the ATELIER MICHEL BOUVET will inform the Customer by e-mail as soon as possible. Then, the Customer may cancel his order and be reimbursed, if necessary, the sums already paid.

The permanent or temporary unavailability shall in no case involve the liability of the ATELIER MICHEL BOUVET, nor shall it give rise to any right to compensation or damages in favour of the Customer.

Article 5. PRICES

5.1. The Prices displayed on the Site are indicated in euros. Order processing, packaging and delivery costs are included.

5.2. Prices may be changed at any time, without notice and in particular in the event of a change in tax or economic data. Items will be invoiced based on the rates in effect at the time of order registration.

Article 6. DELIVERY

6.1. The ATELIER MICHEL BOUVET delivers its Products in France, in all countries of the European Unions as well as internationally.

6.2. The Products are shipped to the delivery address indicated by the Customer. Delivery cannot be made to hotels or post office boxes.

6.3. The delivery times indicated on the Site are indicative deadlines, corresponding to the average processing and delivery times. In order for these deadlines to be respected, the Customer must ensure that he has provided accurate and complete information concerning the delivery address (such as : street number, building number, staircase, access codes, names, etc.).

6.4. The ATELIER MICHEL BOUVET undertakes to inform the Customer of the evolution of the processing of his order.

6.5. In the event of damaged parcels (already opened, missing products, etc.), the Customer undertakes to notify the transporter and the ATELIER MICHEL BOUVET, by all means, all reservations within 3 days of the Product receipt.

6.6. The ATELIER MICHEL BOUVET cannot be held responsible for the consequences due to a delay in delivery being not its own.

Article 7. PAYMENT

7.1. The entire payment must be made at the time of the order. At no time may the sums paid be considered as a deposit. The Customer shall pay his order by credit card (Visa, Eurocard, Mastercard) or by bank transfer, in accordance with the provisions of this article.

7.2. The ATELIER MICHEL BOUVET does not accept payment by cheque.

7.3. For any transaction, the Customer shall indicate the number on the front of his credit card, the expiry date and the cryptogram on the back of his credit card (last three digits). The communication by the Customer of his credit card number is an authorization for the ATELIER MICHEL BOUVET to debit his account up to the amount of his order.

7.4. No return shipments will be accepted for any reason.

7.5. The ATELIER MICHEL BOUVET retains ownership of the item until full payment of the price by the Customer.

7.6. Purchases are made securely. The payment solutions adopted by the ATELIER MICHEL BOUVET are 100% secure. For payments by credit card, all information that

Customers communicate to the ATELIER MICHEL BOUVET is strictly protected and guarantees the compliance and security of each transaction.

Article 8. RETURN(S) AND REFUND OF PRODUCT(S)

RIGHT OF WITHDRAWAL

Within a period of fifteen (15) days from the receipt of his order the Customer may request at the ATELIER MICHEL BOUVET the return of the Product(s). The return is at the Customer's risk. The Product must be returned in its original packaging, in its original state, new.

Please return to the following address :

ATELIER MICHEL BOUVET
31 Villa d'Alésia 75014 Paris – France

If the Customer does not comply with these conditions, in particular the return conditions, the ATELIER MICHEL BOUVET may not refund or issue a credit note for the Product(s) concerned.

Article 9. GUARANTEES AND LIABILITY

9.1. The ATELIER MICHEL BOUVET has, for all the steps of access to the Site, from the order process to the shipment of the parcel or subsequent services, only an obligation of means. The ATELIER MICHEL BOUVET cannot be held liable for any inconvenience or damage inherent in the use of the internet network, in particular a breakdown of service, an external intrusion or the presence of computer viruses, or any fact that is described as force majeure, in accordance with law and case law.

9.2. The ATELIER MICHEL BOUVET undertakes to use the confidential information of the Customers only in the context of the operation of his Site. For the proper functioning of the order, the personal data collected will be the subject of computer processing, the Customer acknowledges to have knowledge of it. As such, the information concerning him may be communicated to the technical service providers of the ATELIER MICHEL BOUVET.

9.3. In addition, the ATELIER MICHEL BOUVET may apply technical means to obtain non-personal information relating to Internet users and to improve the functionality of the Site, for example by tracing the number of visitors on certain pages.

9.4. In accordance with the law of 6 January 1978 as amended by the law of 6 August 2004, the Customer has the right to access and correct his personal data contained in

the files of the ATELIER MICHEL BOUVET. All requests should be sent by e-mail to : michelatelierbouvnet@gmail.com or by letter to :

ATELIER MICHEL BOUVET
31 Villa d'Alésia 75014 Paris – France

Article 10. INTELLECTUAL PROPERTY

Under no circumstances may the Customer download or modify all or part of the Site and in particular its content (listed products, descriptions, images, videos, etc.).

This Site or any part of this Site must not be reproduced, copied, sold or exploited for commercial reasons without the express written permission of the ATELIER MICHEL BOUVET.

In general, all copyrights, trademarks and other distinguishing signs and rights of property or intellectual property appearing on the Site, will remain the full ownership of Michel BOUVET.

Therefore, the Customer is bound to respect intellectual property rights and may not use the trademarks appearing on the Site or on the Products or file a trademark that would be detrimental to the right holder, unless otherwise provided by contract.

The same applies to all other intellectual property rights.

Article 11. FORCE MAJEURE

11.1. In the event of the occurrence of a force majeure, the party concerned must inform the other party within fifteen (15) days of the occurrence of this event, by registered letter with acknowledgement of receipt.

11.2. In addition to those usually adopted by the jurisprudence of the French courts and tribunals, total or partial strikes are expressly considered to be cases of force majeure or fortuitous events, lockout, riot, boycotts or other industrial actions or commercial disputes, civil unrest, insurrection, war, bad weather, epidemic, blocking of means of transport or supply for any reason, earthquake, fire, storm, flood, water damage, government or legal restrictions, legal or regulatory changes in forms of marketing, computer failure, blocking of telecommunications networks, and any other case beyond the control of the parties preventing the normal performance of the contractual relationship.

11.3. All obligations of the parties will be suspended for the duration of the force majeure event, without compensation. If the force majeure event lasts for more than three (3) months, the contract concerned may be terminated by operation of law without compensation for either party.

Article 12. GENERAL PROVISIONS

12.1. PARTIAL INVALID OF A CLAUSE

If any of the stipulations of these GTCS is declared void or unenforceable by a competent court, it shall be declared unwritten and shall not result in the invalidity of the other stipulations.

12.2. UPDATING

These GTCS may be modified at any time and without notice by the ATELIER MICHEL BOUVET, the applicable GTCS being those in force on the date of the order by the Customer.

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12.3. APPLICABLE LAW – COURT OF COMPETENT JURISDICTION

These GTCS are subject to French law as regards both substantive and formal rules. Any dispute must be the subject of a prior attempt to settle amicably. In the absence of an amicable settlement, jurisdiction is assigned to the competent French courts, notwithstanding plurality of defendants or an appeal for damages.

12.4. REPRODUCTION OF APPLICABLE TEXTS IN FRANCE (ORDINANCE 2005-136 OF 17 FEBRUARY 2005, CONSUMER CODE, CIVIL CODE)

Art. L. 211-4. du Code de la consommation

Le vendeur est tenu de livrer un bien conforme au contrat et répond des défauts de conformité existant lors de la délivrance. Il répond également des défauts de conformité résultant de l'emballage, des instructions de montage ou de l'installation lorsque celle-ci a été mise à sa charge par le contrat ou a été réalisée sous sa responsabilité.

Art. L. 211-5. du Code de la consommation

Pour être conforme au contrat, le bien doit :

1° Être propre à l'usage habituellement attendu d'un bien semblable et, le cas échéant :
– correspondre à la description donnée par le vendeur et posséder les qualités que celui-ci a présentées au Client sous forme d'échantillon ou de modèle ;
– présenter les qualités qu'un Client peut légitimement attendre eu égard aux déclarations publiques faites par le vendeur, par le producteur ou par son représentant, notamment dans la publicité ou l'étiquetage ;

2° Ou présenter les caractéristiques définies d'un commun accord par les parties ou être propre à tout usage spécial recherché par le Client, porté à la connaissance du vendeur et que ce dernier a accepté.

Art. L. 211-12. du Code de la consommation

L'action résultant du défaut de conformité se prescrit par deux ans à compter de la délivrance du bien.

Art. 1641 du Code civil

Le vendeur est tenu de la garantie à raison des défauts cachés de la chose vendue qui la rendent impropre à l'usage auquel on la destine, ou qui diminuent tellement cet usage, que le Client ne l'aurait pas acquise, ou n'en aurait donné qu'un moindre prix, s'il les avait connus.

Art. 1648 alinéa 1 du Code civil

L'action résultant des vices rédhibitoires doit être intentée par l'acquéreur dans un délai de deux ans à compter de la découverte du vice.

Article 13. PERSONAL DATA

The Customer is informed that the collection of his personal data is necessary for the sale of Products by the ATELIER MICHEL BOUVET as well as for their transmission to third parties for the delivery of the Product(s). This personal data is only collected for the performance of the sales contract.

13.1. COLLECTION OF PERSONAL DATA

The personal data collected on <https://michelbouvet.com/> are :

Subscribe to the newsletter :

When registering for the newsletter by the Customer : E-mail address, and optional, name and first name.

Order of Products :

When ordering Product(s) by the Customer : Name, first name, postal address, telephone number and e-mail address.

Payment :

As part of the payment of the Product(s) offered on the Site <https://michelbouvet.com/>, it records financial data relating to the customer's bank account or credit card.

13.2. RECIPIENTS OF PERSONAL DATA

The personal data are used by the ATELIER MICHEL BOUVET and his co-contractors for the performance of the contract and to ensure the efficiency of the sale and delivery of the Product(s).

The category(s) of contractor(s) is (are) :

- Transport service providers
- Institutions providing payment

13.3. DATA CONTROLLERS

The data controller is the ATELIER MICHEL BOUVET, within the meaning of the French Data Protection Act and from May 25, 2018 of the Regulation 2016/679 on the protection of personal data.

13.4. LIMITATION OF PROCESSING

Unless the Customer expressly consents, his personal data shall not be used for advertising or marketing purposes.

13.5. DATA RETENTION PERIOD

The ATELIER MICHEL BOUVET will keep the data thus collected for a period of 5 years, covering the time of prescription of the applicable contractual civil liability.

13.6. SECURITY AND CONFIDENTIALITY

The ATELIER MICHEL BOUVET implements organisational, technical, software and physical measures in the field of digital security to protect personal data against unauthorised alterations, destruction and access. However, it should be noted that the Internet is not a completely secure environment and the ATELIER MICHEL BOUVET cannot guarantee the security of the transmission or storage of Internet information.

13.7. IMPLEMENTATION OF CUSTOMER AND USER RIGHTS

Pursuant to the regulations applicable to personal data, Customers and users of the <https://michelbouvet.com/> have the following rights :

- They can update or delete their data in the following way : e-mail
- They can delete their account by writing to michelatelierbouvet@gmail.com
- They can exercise their right of access to know their personal data by writing to the email address above
- They can request modification (if incorrect) or deletion of their personal data at the same email address
- They may object to the processing of their data by the seller after receipt of the order.

The controller must reply within a maximum of one month.

If the Customer's request is refused, the Customer must provide reasons.

The Customer is informed that in case of refusal, he may lodge a complaint with the CNIL (3 Place de Fontenoy 75007 PARIS) or refer it to a judicial authority.

The Customer may be asked to tick a box under which he agrees to receive informative and advertising emails from the ATELIER MICHEL BOUVET. He will always be able to withdraw his agreement at any time by contacting the ATELIER MICHEL BOUVET.

Article 14. SALES OUTSIDE THE EUROPEAN UNION

During a purchase made by a Customer whose billing and/or delivery address is outside the European Union, the formalities and customs duties are the responsibility of the Customer and therefore, would not concern the ATELIER MICHEL BOUVET.

Thus, once the Product has been delivered to the carrier, the ATELIER MICHEL BOUVET is not bound by any customs formalities, nor any related duty payments.