



TERMS & CONDITIONS OF BUSINESS FOR ON-LINE SALES FOR THE COMEEVENTS COMPANY

COMEVENTS owns the Website FRENCH ART FESTIVAL. It also holds the rights relating thereto. FRENCH ART FESTIVAL is a trademark registered by COMEVENTS with the National Institute for Intellectual Property (INPI). All reproduction of all or part thereof is thus subject to authorisation by COMEVENTS. COMEVENTS and the Internet-User-Customer hereby agree that their relations will be governed exclusively by these terms and conditions of business, to the exclusion of any other.

DEFINITIONS

The Company means the company COMEVENTS.

FRENCH ART FESTIVAL means the Website offering original works of art produced exclusively by French artists selected by COMEVENTS for sale over the Internet.

User means the Internet-user who navigates the site, acquaints him/herself with its content, reserves, orders and/or purchases a work offered for sale on the site by the Company.

Work means any work offered on the site by the Company. There is only ever one single copy of any work. Every original work is accompanied by a description specifying the title, dimensions (expressed in centimetres), the technique used to create the work and detailed particulars on manufacture.

Site or Website means the infrastructure developed by COMEVENTS in accordance with IT formats currently usable on the Internet comprising data of different kinds and, in particular, text, sounds, still or moving images, videos, databases and photographs intended for the viewing of works by the User. COMEVENTS declines all liability in the event of errors or inaccuracies finding their way into such data.

Internet means the different networks of servers located in various locations across the world, connected up by means of communication networks and communicating with the help of a specific protocol known by the name of TCP/IP.

APPLICATION

COMEVENTS reserves the right to modify its terms and conditions of business at any time, in particular in order to keep up with developments in legislation. In the event of modification, the terms and conditions applied will be those in force at the date the order is placed.

These on-line sales terms and conditions of business shall prevail over all other terms and conditions contained in any other document, unless COMEVENTS expressly provides otherwise beforehand in writing.

ORDERING

The User is able to place his/her order on line from an on-line catalogue uploaded on the present Website.

Any order implies acceptance of the prices and of the description of the works available for sale.

Clicking on the "CONFIRM YOUR ORDER" button amounts to proof of the User-Purchaser's commitment to buy, as identified by his entering his identity details, and entails irrevocable acceptance by him of these on-line sales terms and conditions of business.

The Company hereby agrees to honour orders received on the Website. The Vendor agrees to inform the User where a work is unavailable.

The details provided by the User-Purchaser are binding upon him; in the event of an error in the address or contact details, COMEVENTS shall not be held liable should a carrier find it impossible to deliver the work.

Member of F.B.G. & F.B.C.

Comevents
11, rue Paul Dhalluin
19100 Brive - France
tel. 0033 (0) 555 881 992
www.frencharfestival.com
contact@frencharfestival.com



VALIDITY OF THE ORDER

Provision of the bank card number on-line and the final confirmation of order amount to proof of the wholeness of the said order according to the provisions of the law of 13 March 2000 and of the sums incurred by the said order becoming due.

This validation amounts to a signature and conveys express acceptance of all the operations carried out on the site.

However, in the event of any fraudulent use of a customer's bank card, the customer is invited to contact the Company's customer service department as soon as the misuse of the card is known by calling the following telephone number:

0033 (0) 555 881 992

The computerized records retained in the Company's information systems in conditions of reasonable security shall be treated as proof of all communications, orders and payments made between the parties.

It is expressly agreed that except for obvious error by COMEVENTS, data retained in the Company's information systems shall amount to conclusive evidence of orders placed by the User. Data on computerized or electronic media constitute valid proofs and as such are admissible in the same conditions and with the same evidential value as any document that might be drawn up, received or retained in writing.

The archiving of order forms and invoices is carried out on reliable sustainable media so as to correspond to a true and durable copy in accordance with article 1348 of the Civil Code.

DELIVERY

As soon payment credited has been confirmed, the Company agrees to dispatch the work to the purchaser in as short a time as possible.

After the order has been shipped, no modification to or cancellation of the order by the purchaser can be taken into consideration and the amount of the purchase will not be returned.

The User may choose to take delivery either at his permanent address or at another address specified when keying in the order.

Delay in delivery does not constitute a valid reason for cancellation (even partial) of the order and cannot give rise to any claim for damages.

Moreover, the Company reserves the right to suspend delivery in the event the agreed conditions of payment are not complied with by the customer and in the case of force majeure or of any of the following events, considered to amount to force majeure: war, riot, fire, strike, accidents, flooding, acts of terrorism.

SHIPPING TERMS

The Company will no longer be liable for the work once it has been entrusted to the carrier.

It is up to the purchaser to check the delivery on receipt.

In the event of loss or damage, it is up to the purchaser to assert his rights with regard to the carrier and to inform the Company in writing within three (03) days of receiving the work. Failing which, the purchaser shall be presumed to have waived all action against the Company and / or the Carrier.

Member of F.B.G. & F.B.C.

Comevents
11, rue Paul Dhalluin
19100 Brive - France
tel. 0033 (0) 555 881 992
www.frencharfestival.com
contact@frencharfestival.com



RETRACTION

The purchaser has a period of seven (07) working days with effect from delivery of the work to change his mind. In the event a refund is requested, the work must be returned in perfect condition at the customer's cost, in its original packaging, intact, with its label and with a copy of the purchase invoice, to the following address:

COMEVENTS
11 Rue Lieutenant Paul Dhalluin
19100 BRIVE LA GAILLARDE, France

In the event the purchaser exercises his right of retraction within the aforesaid period, the Company is bound to repay the sum paid with the exception of delivery costs (carriage, customs, insurance) within a maximum period of thirty (30) days with effect from return of the work in the conditions referred to above. Works returned by the purchaser that are damaged will not be taken back and payment will not be refunded.

INTELLECTUAL PROPERTY

All the elements of the Company's Website be they visual or audio, including the underlying technology, are protected by copyright and trademark law.

In this respect, the User hereby acknowledges that all the data on the Website FRENCH ART FESTIVAL is protected by copyright as regulated by French law.

In no case do any intellectual property rights transfer with the acquisition of any work. In this respect, the purchaser agrees to maintain the integrity of the work as a whole and not to operate the work or reproduce it without the prior written agreement of the Company and the artist. The purchaser's rights over the work acquired are strictly limited to a right for private use only excluding any rights of performance or reproduction.

A User who has his own personal Website and who wishes to include a link for private use from his Website to the Company's Website must absolutely ask the Company for prior written authorisation.

In all cases, any unauthorised link must be removed on request by the Company failing sanctions.

PRICES

Prices of the works are expressed in euro (€) and are indicated on the descriptive notices of the works and on the invoice. They do not include shipping costs which are contained as extras on the order form.

The price expressed is understood to include all taxes. Prices take into account the VAT applicable as at date of order for France and for the countries in the European Community. All changes in the rate of VAT applying may be passed on and reflected in the prices of the works.

For the rest of the world, these prices are understood to exclude taxes and shipping, insurance and customs costs.

Prices may not be modified once the customer's order has been placed. In the same way, if any taxes, charges or rates were to be created, raised or lowered, such change may be passed on and reflected in the sale price of the works displayed on the Company's site and in the sale documents. The prices of the work ordered quoted on the site and the date of the order in question are the authentic price(s) and date(s).

TERMS AND CONDITIONS OF PAYMENT

The User agrees to pay for his on-line purchases with the order by bank card (bank card, electronic bank card, Visa, Eurocard, Mastercard). Once payment has been made, the Company agrees to withdraw the work from sale on-line.

The order will be treated as effective once the bank payment centre concerned has given its agreement. Failing which, the order will be cancelled automatically and the client informed by e-mail.

The Company reserves the right to refuse to honour an order placed by a purchaser who failed to pay in full or made partial payment only for a previous order or with whom there is a dispute.

Member of F.B.G. & F.B.C.

Comevents
11, rue Paul Dhalluin
19100 Brive - France
tel. 0033 (0) 555 881 992
www.frencharfestival.com
contact@frencharfestival.com



CONFIDENTIALITY

The Vendor agrees to use all means to ensure security and confidentiality of data transmitted over the Web. In this respect, the Website uses an SSL-type (Secure Socket Layer) secure payment module. Payment is effected directly by the bank; the Company has no access to its site or details. The Company uses e-transaction (name of COMEVENTS bank) to process all bank card security solutions.

PERSONAL DATA

The Company agrees not to disclose its customers' personally identifiable data collected on its Website to any third parties, free of charge or for consideration. However, the customer hereby consents to his personally identifiable data being used for the purpose of the Company's customer records.

In accordance with the law of 6 January 1978 as amended, the User has a right of access, objection and correction of data relating to him either directly on the Internet or by letter, by writing to the Company at the address given above.

LIABILITY

For all the stages in the taking of orders and in those subsequent to the contract being agreed (shipment of works, for example), the Company is bound by an obligation of means.

The Company agrees to give an accurate description of the works it sells on its Website. In no case shall the Company's liability be incurred in the event non-performance of its obligations is attributable either to an unforeseen insurmountable act by a person not a party to the contract or to a case of force majeure as defined by French case law.

In the same way, the Company's liability will not be incurred in respect of any drawbacks or damage inherent in using the Internet, in particular interruption to service, outside intrusion (hacking) or the presence of computer viruses.

WARRANTY

The Company warrants that all the works put on sale in its catalogue accessible over the Internet are original. Any liability of the Company under these on-line sales terms and conditions of business will be limited to the price paid by the purchaser for the work that might be the subject of a dispute.

PERIOD

These terms and conditions apply for the whole period during which the works are on-lined by the Company.

NULLITY

If any stipulation of these on-line sales terms and conditions of business is found to be null in the light of a rule of law in force or of a final decision of the court, such stipulation will be then deemed not to have been written, without inasmuch entailing the nullity of the contract or affecting the validity of its other provisions.

WAIVER

The fact that the Company does not rely on the application of any clause herein whatsoever or acquiesces to non-performance thereof, be that permanently or temporarily, shall not be interpreted as a waiver of the rights that arise for the Company from the said clause.

APPLICABLE LAW AND DISPUTES

These conditions are subject to French law.

The competent court in the case of dispute will be that in whose jurisdiction the defendant has its principal place of residence or, as the defendant may choose, the place in which delivery of the work actually took place.

Member of F.B.G. & F.B.C.

Comevents
11, rue Paul Dhalluin
19100 Brive - France
tel. 0033 (0) 555 881 992
www.frencharfestival.com
contact@frencharfestival.com