



SINGULART

General Terms and Conditions of Sale (T&Cs)

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1 - PURPOSE AND ENFORCEABILITY OF THE GCVS

The purpose of SINGULART website accessible at <https://www.singulart.com> (hereinafter the "Website") is to display the Artists' (hereinafter the "Sellers") Artworks (hereinafter the "Artworks") to users of the site (potential "Buyers"), and give them the opportunity to purchase them online directly from the Seller.

The purpose of the present T&Cs is to define the terms and conditions for the online sale of the Artworks displayed on the Website, and to define the rights and obligations of the Parties in this transaction.

Sales made through the Website are executed directly between the Buyer and the Seller. SINGULART is in no way a reseller of the Artworks offered by the Sellers on the Website.

SINGULART acts as a simple intermediary operating the Website enabling Sellers and Buyers to connect.

Consequently, SINGULART is not a Party to the sale contract, which is executed solely between the Buyer and the Seller, who is the sole seller of the Artworks and is solely liable for the obligations related.

The terms and conditions of sale which may be laid down by the Seller in each of its offers, the legal provisions and contractual liability shall apply to the sale contract executed between the Buyer and the Seller.

2 - ACCEPTANCE

The acceptance of these T&Cs is required for the conclusion of the sales contract, by both the Seller and the Buyer.

3 - ORDER

The Seller offers the Artworks for sale on the Website.

Each proposed Artwork comes along a short description containing information on its support, dimensions, weight and nature.

To purchase an Artwork, the Buyer must select the Artwork of his/her choice, place it in his/her shopping cart and fill in the information required for the order (or identify him/herself, if he/she has a user account). Before confirming the order, the Buyer must check the information contained in the order summary, and has the possibility of correcting any errors, as well as agreeing on the delivery costs.

The Buyer account will not be debited until the validation of the purchase offer, carried out within 48 hours from the order by SINGULART, in order to ensure the availability of the Artwork by the Seller.

In the event the Artwork is not available, an email informing the Buyer will be sent within 48 hours from the order, resulting in the cancellation of the order.

- SPECIFIC CASES OF REQUESTS FOR CUSTOMISATION OF ARTWORKS

A "*customisation request*" is defined as any change requested by the user that results in a modification of the initial characteristics of the Artwork (size, material, aspect...).

If the Artwork (in stock or to be produced) is subject to a customisation request from the Buyer, the Seller will make a quotation to the Buyer and will wait for its validation before producing the Artwork. The quotation contains a provisional delivery date for the customised Artwork.

If SINGULART has confirmed receipt of payment within 3 working days of the quotation being sent to the Buyer, the sale is then considered to have been concluded under the terms of these T&Cs.

If after 3 working days SINGULART has not validated the order by confirming receipt of payment, the order is cancelled.

4 - SALE PRICE AND PAYMENT TERMS

The sale price of the Artworks is displayed on the Website in the currency determined by the Buyer and includes all taxes, with the exception of delivery and packaging costs where applicable.

The different possible delivery methods, and the related costs, are indicated at the time of the order summary before check out. The delivery and packaging costs depend on the nature of the Artwork, its dimensions, its weight and the place of delivery.

Payment of the price of the Artwork by the Buyer to the Seller is made via the payment services made available by SINGULART: credit card and bank transfer (the conditions of use of which are available at the following address: www.singulart.com).

The transfer of ownership takes place once the Buyer has paid the full price. In the event of non-payment of the full price, the sale will be automatically cancelled and the Artwork will be put back for sale on the Website.

5 - DELIVERY OF ARTWORKS

Artworks are delivered at the address indicated in the order summary form, during working hours and in accordance with the terms and conditions laid down by the carrier determined at the time of the order.

The Buyer must acknowledge the terms and conditions of delivery of Artworks' carriers.

The obligations relating to the delivery of the Artwork, i.e. compliance with the estimated delivery date, the quality of the packaging of the Artwork, as well as compliance with the fit for purpose obligation, are the sole responsibility of the Seller. SINGULART cannot be held liable in any way in the event of the Seller's failure to comply with these obligations.

The Buyer is obliged, upon reception of the order, to check the condition of the Artwork and to express any reserve in writing and without delay, at the latest within 48 hours as from the reception, to SINGULART, which will pass them on to the Seller.

6 - RIGHT OF WITHDRAWAL

Pursuant to article L.121-21 of the French Consumer Code, the Buyer has a period of 14 days from the delivery of the Artwork to exercise his right of withdrawal from the Seller, free of charge and without reason (except if the Artwork has been the subject of a request for personalisation by the Buyer).

If the Artwork is subject to a customisation request, the Buyer may not exercise his right of withdrawal.

If the Seller is acting as a consumer or non-professional, he/she shall specify in the offer whether the Buyer is granted a right of withdrawal.

The Buyer exercises his/her right of withdrawal with SINGULART by sending an email to the following address contact@singulart.com.

SINGULART will then deal with the Buyer's request for withdrawal and will reimburse the Buyer within 14 days of the date on which SINGULART is informed of the Buyer's withdrawal.

The refund will be for the price of the Artwork paid by the Buyer as well as the return costs.

Artworks returned damaged or soiled by the Buyer will not be taken back or reimbursed, SINGULART reserving this choice at its sole discretion.

7 - LEGAL GUARANTEES

The Seller undertakes to respect and implement the legal guarantees from which the Buyer benefits, namely: the guarantee of non-conformity and the guarantee of hidden defects.

8 - FORCE MAJEURE

The existence of a case of force majeure may suspend the performance of the sale contract or, if it is definitive, lead to the cancellation of the sale.

Expressly, are considered as force majeure or fortuitous events, those usually retained by the jurisprudence of the French courts and tribunals, i.e. an event beyond the control of the debtor, which could not be reasonably foreseen at the time of the execution of the contract and the effects of which could not be avoided by appropriate measures

The Party invoking Force Majeure must immediately notify the other Party of this and of its disappearance.

9 - INTELLECTUAL PROPERTY

The Seller guarantees that he is the author of the transferred Artwork, that the Artwork does not infringe any laws, regulations or standards and that it does not violate the rights of third Parties.

Seller undertakes to guarantee SINGULART and the Buyer and keep them harmless against any claim filed by a third Party concerning the Artwork.

At the time of the sale, the Seller transfers to the Buyer the material support of the Artwork and its rights of representation on the Artwork.

However, the Seller retains the moral rights to the Artwork as well as the rights related to its reproduction.

10 - DATA PROTECTION

SINGULART collects and keeps the personal data of the Buyer and the Seller for the proper execution of the present T&Cs.

Pursuant to Law No. 78-17 of 6 January 1978 relating to data processing, files and individual liberties, the Buyer has the right to access, modify, rectify and delete personal data concerning him/her processed via the Website at the time of ordering, as well as the right to oppose the communication of such data to third Parties for just reasons by sending a request to the following address: contact@singulart.com.

The personal data provided by the Buyer will be destroyed at the latest six months after the deletion of the Buyer's account.

SINGULART reserves the right to keep certain data in order to justify, if necessary, the perfect execution of its contractual or legal obligations. The data stored in this way will be limited to what is strictly necessary for the operation of the services.

SINGULART undertakes to put in place all the security measures necessary to protect the confidentiality of the information provided by the Buyer and the Seller.

11 - APPLICABLE LAW

These T&Cs are governed by French law.

12 - MEDIATION

In the event of a complaint by one or both Parties, they undertake to seek an amicable solution together before any litigation.

In the event a dispute arises between the Seller and the Buyer, the dispute shall be resolved in accordance with the provisions applicable to the contract between the Buyer and the Seller and in particular in compliance with the rules laid down in any terms and conditions of sale established by the Seller.

In accordance with the provisions of the French Consumer Code concerning the amicable

settlement of disputes, the consumer Buyer may refer the matter to the consumer mediator referred to on the site <https://www.economie.gouv.fr/mediation-conso>.

After consumers have made a prior written request to SINGULART, the ombudsman service can be contacted for any consumer dispute that has not been resolved.

The Buyer may also submit any complaints on the dispute resolution platform provided by the European Commission at the following address: "<https://ec.europa.eu/consumers/odr/main/?event=main.home.show>".

The European Commission will transfer the member's complaint to the notified competent national ombudsmen.

13 - JURISDICTION

In the event no agreement or mediation is possible, the Parties may refer the dispute to the competent courts. Unless otherwise provided by law, in the event of a dispute and in the absence of an amicable solution, jurisdiction is expressly attributed to the competent courts of Paris, notwithstanding the plurality of defendants or the introduction of third parties, even for summary procedures or for conservative procedures.